



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
TUESDAY, JUNE 20, 2023
7:00 PM AT CITY HALL, 220 CLAY STREET**

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Regular meeting of June 5, 2023.

Agenda Revisions

Special Presentations

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

Staff Updates

Special Order of Business

2. Public hearing on a proposed amendment to the Future Land Use Map by changing the designation from Low Density Residential to Neighborhood Commercial and Mixed Use, and on the proposed rezoning from C-1, Commercial Zoning District to PC-2, Planned Commercial Zoning District of property located at 702 LeClair Street.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 06/09/2023)
 - b) Written communications on file with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving an amendment to the Future Land Use Map by changing the designation from Low Density Residential to Neighborhood Commercial and Mixed Use of property located at 702 LeClair Street.
3. Pass an ordinance amending the Zoning Map by removing approximately 2.26 acres of property located at 702 LeClair Street from the C-1, Commercial Zoning District and placing the same in the PC-2, Planned Commercial Zoning District, upon its first consideration. (contingent upon approval of previous item)
4. Public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to allowance of vinyl siding on certain residential buildings in the Neighborhood Frontages within the CD-DT, Downtown Character District.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 06/09/2023)

- b) Written communications filed with the City Clerk.
- c) Staff comments.
- d) Public comments.
- e) Pass an ordinance amending Chapter 26, Zoning, of the Code of Ordinances relative to allowance of vinyl siding on residential buildings with six or fewer dwelling units in the Neighborhood Frontages within the CD-DT, Downtown Character District, upon its first consideration. (5 aye votes required due to denial by the Planning & Zoning Commission)

OR

- 5. Pass an ordinance amending Chapter 26, Zoning, of the Code of Ordinances relative to allowance of vinyl siding on single-unit and two-unit residential buildings in the Neighborhood Frontages within the CD-DT, Downtown Character District, upon its first consideration.

OR

- 6. Pass an ordinance amending Chapter 26, Zoning, of the Code of Ordinances relative to allowance of vinyl siding on single-unit residential buildings in the Neighborhood Frontages within the CD-DT, Downtown Character District, upon its first consideration.

Old Business

- 7. Pass Ordinance #3030, vacating certain public right-of-way along Hudson Road, upon its third & final consideration.

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

- 8. Receive and file the City Council Standing Committee minutes of June 5, 2023 relative to the following items:
 - a) Council Policy on Official City Proclamations.
 - b) Green Space Policies within Subdivisions.
 - c) Parking Permits for Downtown Municipal Lots.
 - d) FY2024 Cash Management Report.
- 9. Receive and file the following resignation of members from Boards and Commissions:
 - a) Anne Bonsall Hoekstra, Art & Culture Board.
- 10. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Gina Weekley, Human Rights Commission, term ending 07/01/2026.
 - b) Jason Droste, Human Rights Commission, term ending 07/01/2026.
 - c) Madeleine Seymour, Human Rights Commission, term ending 07/01/2024.
 - d) Tyler Ingham, Human Rights Commission, term ending 07/01/2024.
- 11. Approve the following proclamations:
 - a) Recognizing June 19, 2023 as Juneteenth Freedom Day.
 - b) Recognizing July 2023 as Disability Pride Month.
 - c) Recognizing July 11, 2023 as 1-133d Infantry Regiment-Ironman Battalion Day.
- 12. Receive and file the Bi-Annual Report of the College Hill Partnership relative to FY23 Self-Supported Municipal Improvement District (SSMID) funds and an FY23 Economic Development Grant.
- 13. Approve an Order Accepting Acknowledgment Settlement Agreement with Baba Fareed LLC, d/b/a Great Wall China, 2125 College Street, for a second tobacco violation.
- 14. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - a) Great Wall, 2125 College St, Suite D.

- b) Greenleaf Tobacco & Vapor, 502 Brandilynn Boulevard.
- c) Mini Mart, 1420 West 1st Street.
- d) Pheasant Ridge Golf Course, 3205 West 12th Street.
- e) Prime Mart, 2728 Center Street.

15. Approve the following applications for retail alcohol licenses:
- a) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C retail alcohol - renewal.
 - b) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C retail alcohol- renewal.
 - c) George's Local, 108 E. 4th Street, Class C retail alcohol & outdoor service – renewal.
 - d) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C retail alcohol & outdoor service - renewal.
 - e) Starbeck's Smokehouse, 6607 University Ave, Class C retail alcohol & outdoor service – renewal.
 - f) Texas Roadhouse, 5715 University Avenue, Class C retail alcohol - renewal.
 - g) Target, 214 Viking Plaza Drive, Class E retail alcohol - renewal.
 - h) Walgreens, 2509 Whitetail Drive, Class E retail alcohol – change in ownership.
 - i) Amvets, 1934 Irving Street, Class F retail alcohol & outdoor service - temporary expansion of outdoor service area.
 - j) NewAldaya Lifescapes, 7511 University Avenue, Class F retail alcohol & outdoor service – temporary expansion of outdoor service.
 - k) Deringer's Public Parlor, 6027 University Avenue, Class C retail alcohol & outdoor service – 5-day permit.
 - l) Dollar General Store, 2921 Center Street, Class B retail alcohol - new.
 - m) Kwik Star, 2019 College Street, Class B retail alcohol - new.
 - n) Kwik Star, 7500 Nordic Drive, Class B retail alcohol – new.
 - o) Cooper's Taproom, 2002 College Street, Class C retail alcohol – new.

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

- 16. Resolution Calendar with items considered separately.
- 17. Resolution rescinding CFD 1127.22, Council Policy – Official City Proclamations.
- 18. Resolution approving and adopting the City's FY2024 Appropriations Resolution.
- 19. Resolution amending an inter-fund loan from the Capital Projects Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project and the Bluff Street Lift Station.
- 20. Resolution amending an inter-fund loan (#1) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project.
- 21. Resolution amending an inter-fund loan (#2) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project.
- 22. Resolution amending an inter-fund loan (#3) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project.
- 23. Resolution amending an inter-fund loan (#4) from the Health Trust Fund to the Sewer Enterprise Fund relative to funding for the Water Reclamation UV Disinfection & Biosolids Handling Facilities Improvements Project, Bluff Street Lift Station and the Park Drive Lift Station.
- 24. Resolution approving and adopting the City's FY2024 Payroll Resolution.
- 25. Resolution approving and authorizing execution of an Administrative Services Agreement with Wellmark Blue Cross and Blue Shield of Iowa relative to the City's FY2024 Employee Health Plan.

- [26.](#) Resolution approving a Stop Loss Policy with Wellmark, Inc. relative to the City's FY2024 Employee Health Plan.
- [27.](#) Resolution approving and authorizing execution of a Business Associate Agreement with Pedersen, Dowie, Clabby & McCausland (PDCM) Insurance Inc., in conjunction with the Benefits Consultant Agreement relative to the City's benefit plans.
- [28.](#) Resolution approving and authorizing execution of a Client Authorization to Bind Coverage relative to renewal of the City's Public Entity Insurance for FY2024.
- [29.](#) Resolution approving and adopting amendments to the City's Finance Policies (f/n/a Accounting Policies and Procedures and Purchasing Manual).
- [30.](#) Resolution approving and authorizing execution of a Merchant Card Processing Agreement with Professional Solutions Financial Services.
- [31.](#) Resolution approving and authorizing execution of an Engagement Letter with Eide Bailly, LLP to perform the FY2023 Audit.
- [32.](#) Resolution approving and adopting the City's FY2024 Fee Schedule.
- [33.](#) Resolution approving and authorizing the expenditure of funds for the replacement of network switches relative to updating the city's network hardware.
- [34.](#) Resolution approving and authorizing execution of a Consolidated Public Safety Communications 28E Agreement with participating government agencies in Black Hawk County relative to providing consolidated dispatch and communications services.
- [35.](#) Resolution approving and authorizing execution of a 28E Agreement for Swimming Pool Use, Operation and Maintenance, and City funding with the Cedar Falls Community School District.
- [36.](#) Resolution approving and authorizing execution of an Agreement with Atlantic Bottling Company relative to providing vending services for The Falls Aquatic Center, Birdsall Park, Pfeiffer Park and the Recreation Center.
- [37.](#) Resolution approving and authorizing execution of an Agreement with The Sherwin-Williams Company for flooring replacement in the multi-purpose room of the Recreation Center.
- [38.](#) Resolution approving and authorizing execution of three Red House Studio Lease Extensions relative to the use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's Visiting Artist Program.
- [39.](#) Resolution approving and authorizing execution of an Agreement with Moxie, a division of VGM Group Inc., relative to digital advertising for the Tourism & Visitors Bureau.
- [40.](#) Resolution approving and authorizing execution of an Agreement in Support of the College Hill Partnership (CHP) relative to FY2024 Tourism Activities & Economic Development Services Funding.
- [41.](#) Resolution approving and authorizing execution of an Agreement in Support of Cedar Falls Community Main Street (CMS) relative to FY2024 Tourism Activities & Economic Development Services Funding.
- [42.](#) Resolution approving and accepting a Warranty Deed, in conjunction with the expansion of the West Viking Road Industrial Park.
- [43.](#) Resolution approving and authorizing the expenditure of funds for the purchase of a makeup air unit (MAU) for the 17th Street Lift Station.
- [44.](#) Resolution approving and accepting the contract and bond of Vieth Construction Corp. for the 2023 Alley Reconstruction Project.

- [45.](#) Resolution setting July 17, 2023 as the date of public hearing on the proposed FY2024 (FFY2023) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium.
- [46.](#) Resolution setting July 17, 2023 as the date of public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to Ryan Companies US, Inc.

Ordinances

- [47.](#) Pass an ordinance amending Chapter 2, Administration, of the Code of Ordinances relative to salaries for elected officials, upon its first consideration.
- [48.](#) Pass an ordinance amending Chapter 19, Streets and Sidewalks, of the Code of Ordinances relative to removal of snow and ice, upon its first consideration.
- [49.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicle, of the Code of Ordinances relative to prohibiting parking on certain portions of Bluebell Road, upon its first consideration.

Allow Bills and Claims

- [50.](#) Allow Bills and Claims for June 20, 2023.

Council Updates and Announcements

Council Referrals

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JUNE 5, 2023
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 7:36 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None. Mayor Green led the Pledge of Allegiance.

54321 - It was moved by Ganfield and seconded by Dunn that the minutes of the Regular Meeting of May 15, 2023 be approved as presented and ordered of record. Motion carried unanimously.

54322 - Police Chief Mark Howard accepted a plaque on behalf of Cedar Falls Public Safety from Ferizaj, Kosovo Director of Police and presented by Mayor Green in recognition of friendship between cities.

54323 - Mayor requested and City Council agreed by consensus to only require the name and city of speakers.

Rosemary Beach, Cedar Falls, commented on the need for public restrooms.

Pastor Jeff Ream, 815 Orchard Drive, introduced his church as non-denominational and commented on their desire to partner with the city on community projects.

54324 - Public Works Director Schrage announced QR codes that include links to parking and public restroom locations downtown, have been placed on the municipal lot parking signs.

54325 - Mayor Green announced that in accordance with the public notice of May 19, 2023, this was the time and place for a public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to Technology Pkwy Properties, LLC. It was then moved by Ganfield and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

54326 - The Mayor then asked if there were any written communications filed to the proposal. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a 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.

54327 - It was moved by Kruse and seconded by Harding that Resolution #23,187, approving and authorizing execution of an Agreement for Private Development; and approving and authorizing execution of a Deed Without Warranty, conveying

certain city-owned real estate to Technology Pkwy Properties, LLC, be adopted. Following comments and questions by Councilmembers Sires, Ganfield and Schultz, and Mayor Green, and responses by Economic Development Coordinator Graham and Developer Adam Haynes, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,187 duly passed and adopted.

- 54328 - Mayor Green announced that in accordance with the public notice of May 19, 2023, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2023 Sidewalk Assessment Project - Zone 1. It was then moved by Ganfield and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54329 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there was one written communication on file, the Mayor then called for oral comments. City Engineer Wicke provided a summary of the proposed project. There being no one else present wishing to speak about the project the Mayor declared the hearing closed and passed to the next order of business.
- 54330 - It was moved by Kruse and seconded by Harding that Resolution #23,188, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2023 Sidewalk Assessment Project - Zone 1, be adopted. Following questions and comments by Councilmembers Ganfield, Harding, Kruse and deBuhr, and Mayor Green, 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: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,188 duly passed and adopted.
- 54331 - It was moved by Kruse and seconded by Dunn that Ordinance #3030, vacating certain public right-of-way along Hudson Road, 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: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.
- 54332 - It was moved by Dunn and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Standing Committee minutes of May 15, 2023 relative to the following items:

- a) Presentation on potential Emeritus Program for former city elected officials.
- b) Request for no parking on portion of Bluebell Road.

Receive and file the Mayor's communication relative to an Agreement Between the Sister Cities, the City of Ferizaj (Republic of Kosovo) and the City of Cedar Falls.

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

- a) Kendra Wohlert, Art & Culture Board.

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

- a) Donna Mallin, Human Rights Commission, term ending 07/01/2026.
- b) Julie Kliegl, Human Rights Commission, term ending 07/01/2026.
- c) Alan Stalnaker, Parks & Recreation Commission, term ending 06/30/2026.
- d) Erik Blanchard, Parks & Recreation Commission, term ending 06/30/2026.

Receive and file communications from the Civil Service Commission relative to the following certified lists:

- a) Maintenance Worker.
- b) Water Reclamation Supervisor.

Receive and file Departmental Monthly Reports of April 2023.

Approve a request by Cedar Falls Utilities for a temporary variance from Section 15-83 of the Code of Ordinances, Prohibited noises generally, to allow painting of a water tower to occur on Sundays.

Receive and file Dismissal of a third tobacco violation for Cedar Sky, Inc., d/b/a Bani's, 2128 College Street.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- a) B&B West, 3105 Hudson Road.
- b) Bani's, 2128 College Street.
- c) Cypress Lounge, 209 State Street, Suite A.
- d) Dollar General #14412, 2921 Center Street.
- e) Dollar General #21239, 1922 Valley Park Drive.
- f) Posh Smoke and Vape, 6322 University Avenue, Suite L.
- g) Suds, 2223 1/2 College Street.
- h) The Landmark, 107 Main Street.
- i) Thunder Ridge Ampride, 2425 Whitetail Drive.
- j) Up in Smoke, 2218 College Street.
- k) Walgreens #10557, 2509 Whitetail Drive.

Approve the following applications for retail alcohol licenses:

- a) NewAldaya Lifescapes, 7511 University Avenue, Class F retail alcohol & outdoor service – renewal.
- b) Harry's Five and Dime, 123 Main Street, Class C retail alcohol – renewal.
- c) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C retail alcohol & outdoor service – renewal.
- d) Montage, 222-224 Main Street, Class C retail alcohol & outdoor service – renewal.

- e) The Other Place, 209 Main Street, Class C retail alcohol – renewal.
- f) Casey’s General Store, 5226 University Avenue, Class E retail alcohol – renewal.
- g) Prime Mart, 2323 Main Street, Class E retail alcohol – renewal.
- h) The Other Place, 209 Main Street, Class C retail alcohol – change in ownership.
- i) Casey’s General Store, 5226 University Avenue, Class E retail alcohol – change in ownership.
- j) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C retail alcohol & outdoor service – temporary expansion of outdoor service area. (August 26, 2023)
- k) Whiskey Road Tavern & Grill, 402 Main Street, Class C retail alcohol & outdoor service – sidewalk cafe.
- l) Wilbo, 118 Main Street, Class C retail alcohol & outdoor service – sidewalk cafe.

Motion carried unanimously.

54333 - It was moved by Dunn and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #23,189, approving and authorizing execution of a Banking Services Agreement with Farmers State Bank.

Resolution #23,190, levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 603 Fireside Drive.

Resolution #23,191, levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 1322 Franklin Street.

Resolution #23,192, approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 118 Main Street.

Resolution #23,193, approving and authorizing execution of a Service Order Form with USCC Services, LLC (Uscellular) relative to cellular service for city-owned tablets.

Resolution #23,194, approving and authorizing execution of an Infrastructure Development Agreement and Intercreditor Agreement, and approving and accepting a Real Estate Mortgage from Panther Farms, LLC relative to construction of street connections in the vicinity of Aldrich Elementary School.

Resolution #23,195, approving and authorizing expenditure of funds for the purchase of foam densifying recycling equipment for the Refuse Section.

Resolution #23,196, approving and authorizing expenditure of funds for the purchase of a mini excavator for the Street Section.

Resolution #23,197, approving and authorizing execution of an Agreement

Regarding Light Pole Relocation at 4923 Hudson Road, in conjunction with the Ashworth Drive Extension Project.

Resolution #23,198, approving and accepting the contract and bond of Dave Schmitt Construction Co. Inc. for the North Cedar Heights Area Reconstruction Project – Phase 1A.

Resolution #23,199, approving and accepting three Warranty Deeds, in conjunction with the North Cedar Heights Area Reconstruction Project.

Resolution #23,200, approving and authorizing execution of a Professional Service Agreement with Strand Associates, Inc. relative to development of the 2023 Stormwater Master Plan.

Resolution #23,201, approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. for design services relative to the Prairie Parkway and Viking Road Intersection Improvements Project.

Resolution #23,202, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with KL Iowa 01, LLC, relative to a post-construction stormwater management plan for 6313 Production Drive.

Resolution #23,203, receiving and filing the bids, and approving and accepting the bid of Blacktop Service Co., in the amount of \$191,607.50, being the only bid received for the 2023 Seal Coat Project.

Resolution #23,204, receiving and filing the bids, and approving and accepting the bid of Vieth Construction Corp., in the amount of \$255,451.50, being the lowest bid received for the 2023 Alley Reconstruction Project.

Resolution #23,205, approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society for FY2024 Tourism Activities & Economic Development Services Funding.

Resolution #23,206, approving and authorizing execution of an Agreement with Peters Construction Corporation to repair a damaged wall at Pheasant Ridge Golf Course Pro Shop.

Resolution #23,207, approving and authorizing execution of a Land Maintenance Agreement with Thomas Greiner relative to maintaining undeveloped land recently acquired by the City.

Resolution #23,208, approving a Cedar Falls Utilities Communications Utility Installation or Relocation Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

Resolution #23,209, approving a Cedar Falls Utilities Electric Utility Installation or Relocation Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

Resolution #23,210, approving a Cedar Falls Utilities Gas Utility Installation or

Relocation Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

Resolution #23,211, approving and authorizing execution of a Forgivable Loan Agreement relative to a Community Development Block Grant (CDBG) Rental Rehabilitation Project at 1009 West 3rd Street.

Resolution #23,212, approving and authorizing execution of a Repair Contract with Daniels Home Improvement relative to a Community Development Block Grant (CDBG) Rental Rehabilitation Project at 1009 West 3rd Street.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,189 through #23,212 duly passed and adopted.

- 54334 - It was moved by Ganfield and seconded by Dunn that Resolution #23,213, approving the recommendation and appointment of Fire Chief, be adopted. Following supportive comments by Councilmembers Schultz, Ganfield and Sires, Mayor Green, and Cedar Falls resident Josh Wilson, and response by Acting Fire Chief Zolondek, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,213 duly passed and adopted.
- 54335 - It was moved by Ganfield and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #23,214, setting June 19, 2023 as the date of public hearing on the proposed rezoning from C-1, Commercial District to PC-2, Planned Commercial District of property located at 702 LeClair Street; and also on an associated amendment to the Land Use Map by changing the designation from Low Density Residential to Neighborhood Commercial and Mixed Use.

Resolution #23,215, setting June 19, 2023 as the date of public hearing on proposed amendments to Chapter 26, Zoning, relative to allowance of vinyl siding on certain residential structures in the Neighborhood Frontages within the CD-DT, Downtown Character District.

It was then moved by Ganfield and seconded by Schultz to amend the motions to reschedule the hearings to June 20th due to the Juneteenth holiday. Motion carried unanimously. The Mayor then put the question on the original motions as amended, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,214 and #23,215 duly passed and adopted.

- 54336 - It was moved by Kruse and seconded by Harding that the bills and claims of June 5, 2023 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

- 54337 - Community Development Director Sheetz responded to a question by Councilmember Ganfield regarding an update on restrooms downtown.

- 54338 - It was moved by Dunn and seconded by Kruse that the meeting be adjourned at 8:18 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
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 Fax: 319-273-8610
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MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), City Planner I
DATE: June 20, 2023
SUBJECT: Rezoning Request for property at 702 LeClair Street (RZ23-002)
 Land Use Map Amendment (LU23-001)

REQUEST: Amend Future Land Use Map to reflect commercial use of the property.
 Rezone property from C-1 Commercial District to PC-2: Planned Commercial District.

PETITIONER: Randy Howe, Owner; Bradley Best, Applicant

LOCATION: 702 LeClair Street

PROPOSAL

The proposal is to rezone a 2.26-acre (94,446 SF) parcel owned by Randy Howe from C-1 Commercial District to PC-2 Planned Commercial District.

BACKGROUND

The subject property is Lot 21 of the Star View subdivision platted in 1950. The first building on the subject property was a 1-story office building built in 1965, located on the north portion of the parcel. The owner has operated a wholesale business, Advanced Technical Services, on the site for several decades. Wholesale businesses are not allowed in the C-1 Zone, so the current business is a nonconforming use. In 2011, a 3,600 sq. ft. warehouse/storage building was added on site, southwest of the office building.

With changes ongoing in the business including general supply chain issues in the market, and the associated need for pre-ordering and warehousing of materials and equipment for clients, the applicant would like to add another approximately 7000 square foot storage building on site that will help in operation of the business. However, The C-1 district has restrictions on the amount of storage allowed on the site and with the current storage building the site already exceeds that limit.

Therefore, Mr. Howe has requested a rezoning of the property from C-1 Commercial to the PC-2 Planned Commercial District to continue the ongoing business on the property at 702 Le Clair Street. A master plan for the site has been submitted for review along with supplemental materials for the project.

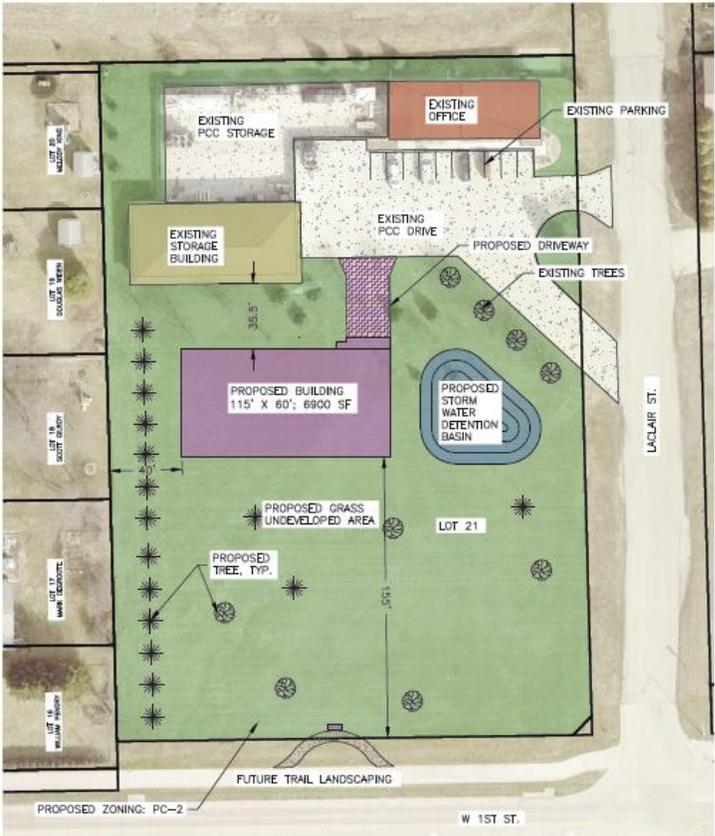
ANALYSIS

CURRENT ZONING

The purpose of the C-1 Commercial District is to provide commercial uses to nearby residence districts which support the daily needs of the nearby residents. The subject property and two properties east of LeClair Street are zoned C-1, one of which has a business/professional office allowed in the district and the other is vacant.

PROPOSED ZONING

The PC-2 Planned Commercial District Zone will allow the applicant to add a 6,900 square foot, one-story building to expand his business. The purpose of the PC-2 Planned Commercial district is to facilitate imaginative and comprehensively planned commercial developments that are harmoniously designed to complement the surrounding community. As per the PC-2 district guidelines, smaller tracts are eligible for such zoning if the site is amenable to long-term planning and in cases where careful site planning is needed. As part of the process, the PC-2 district requires the preparation of a master plan and a developmental procedures agreement that will allow more controlled development on the site, keeping in mind the adjacent uses. The developmental procedures agreement establishes the anticipated use of the site and any specific requirements, restrictions, or limitations to guide development of the site.



The PC-2 zone allows any use that is allowed in any commercial zone with some limitations. Looking at the uses allowed in other commercial zones, “wholesale warehouse or business” is an allowed use in the C-3 Commercial District, so would also be allowed in PC-2. However, staff also notes that the PC-2 Zone prohibits “any use with physical and operational characteristics or requirements that generate substantial truck traffic, noise, odor, dust, glare, heat or vibrations, or of a character not compatible with the high aesthetic standards of the district.” One of the examples of prohibited uses is “wholesaling/warehousing motor freight terminal.” The applicant has provided information about the operation of the site and limited amount of truck traffic, so staff finds that the proposed use is reasonable and does not have the same intensive industrial characteristics of a warehousing and freight terminal, so could be an allowed in the PC-2 Zone, provided the master plan and developmental procedures agreement notes conditions and limitations to ensure that it remains compatible with its

adjacency to residential areas.

The proposed master plan (image above) includes the existing and proposed buildings located on the site, the driveways used to access the site, the stormwater detention basin, and landscaping. The master plan also shows a future trail extension with a bench to provide a bike path amenity for the public. The applicant has no plans currently for the area south of the proposed new storage building, so will maintain this as landscaped greenspace.

The master plan has been well thought out and includes elements like landscape screening, stormwater detention basin, and greater setback from adjacent residential uses to the west of the property, which all align well with PC-2 district regulations. In addition, the applicant has presented renderings of the proposed building (see below), to give an idea about the scale of the building and its proportion to the existing site and immediate surroundings. The proposed renderings don't show any details about the building materials, openings, and other architectural details, which all will be reviewed when the site plan for the new building is submitted to ensure its compliance with the PC-2 district regulations.



Staff also took some existing site pictures (See images to right and below) that show the buildings on site with existing landscaping around them, just to give an idea about the proposed project and existing site context.



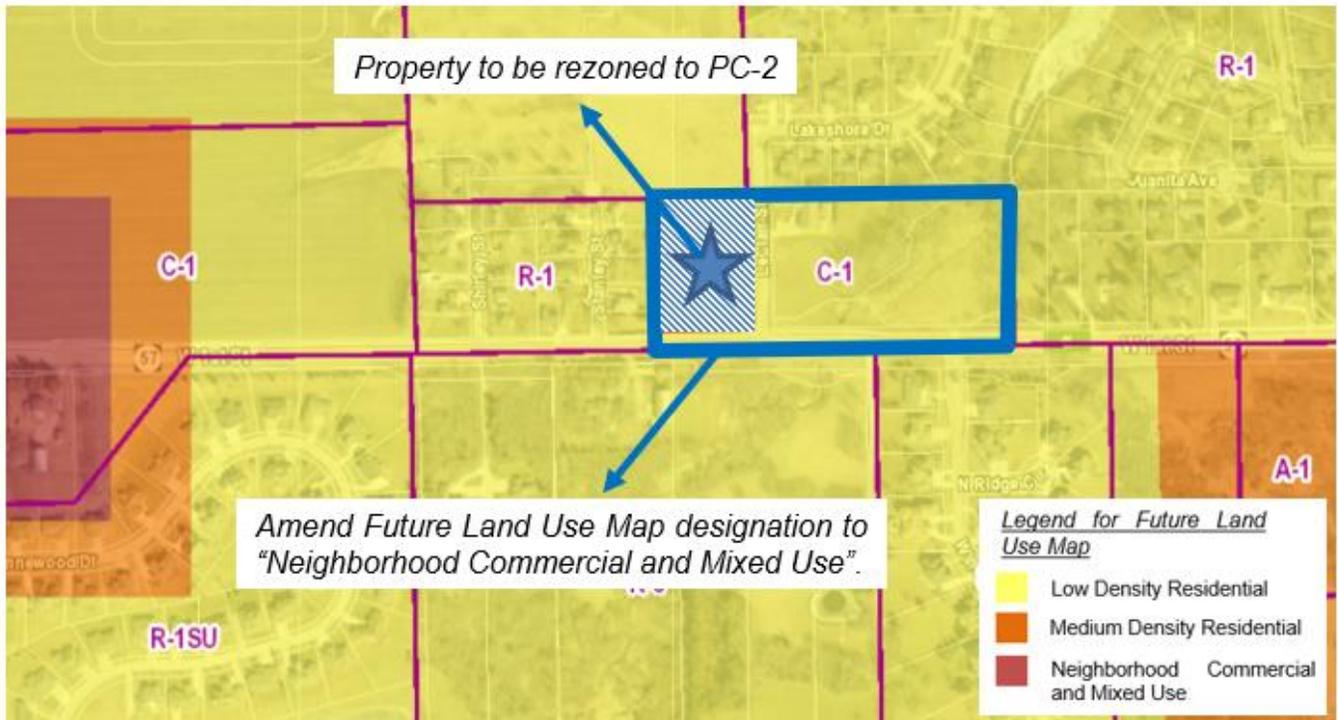
The applicant held a neighborhood meeting on April 5th, 2023 to discuss the proposed project and has included several suggestions from the neighbors in the proposal including reducing the height of the building, adjusting security lighting to eliminate glare, adding a bike path amenity, and will also be offering neighbors to have some input about landscaping plan along the west side of the property. These items are stated in the letter of intent submitted as part of

the rezoning application. Staff notes that some of the site plan level details including building design, architectural characteristics, landscaping plan, etc. will be reviewed in detail when the site plan for the proposed building is submitted for review, to ensure its compliance with the PC-2 district regulations.

COMPLIANCE WITH THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP

The Future Land Use Map identifies the subject parcel as low density residential with typical densities of 1 to 4 units per acre. In this case, both the current zoning C-1 Commercial Zoning district and the proposed PC-2 Planned Commercial Zoning district are not consistent with the Comprehensive Plan and Future Land Use Map.

The subject property, in addition to two properties east of LeClair Street, are currently zoned C-1 and two have commercial uses and the other is an undeveloped parcel. These properties are designated as low-density residential on the Future Land Use map. To align with the C-1 Commercial District and the proposed PC-2 Planned Commercial District, the entire area outlined in blue, inclusive of the subject property (marked by hatched area and a star), will need to be amended to “Neighborhood Commercial/Mixed Use” designated by pink color on the future land use map. See attached “Exhibit A” for more reference.



A proposal to amend the Future Land Use Map concurrent with the rezoning consideration will make the current and proposed zoning of these properties and the Future Land Use Map consistent. The “Neighborhood Commercial Mixed Use” designation includes a range of low-impact commercial uses, providing a variety of neighborhood services. As per the comprehensive plan, the “Neighborhood Commercial Mixed Use” designation should be located along major streets, promotes buffering to eliminate negative effects on surrounding residential areas, and have good landscaping for enhancement of the site as well as provide a visual buffer. With the proposal of the master plan that aligns with the intent of the “Neighborhood Commercial Mixed Use” designation and keeping in mind the uses in the immediate surroundings of the site, this change will be a more appropriate land use

designation for the site and the area east of LeClair Street currently zoned C-1.

ACCESS TO PUBLIC SERVICES

The property is in a developed area of the city and has access to all utilities and public services on site.

ACCESS TO ADEQUATE STREET NETWORK

The property is located on the NW corner of LeClair Street and W. 1st Street. The property currently has access from LeClair Street.

To eliminate any traffic concerns, the applicant has provided a traffic summary of how the site is used currently, with local delivery/pickup trucks approximately three times per week and about two to three semis per week. With the proposal for a new building, the applicant is expecting the traffic volume to remain unchanged.

PUBLIC NOTICE

City staff mailed letters to the surrounding property owners notifying them of the rezoning request on May 2, 2023.

Notice of the Planning and Zoning Commission Public Hearing was published in the Waterloo-Cedar Falls Courier on May 16, 2023 and notice of Council's hearing was published in the Waterloo-Cedar Falls Courier on June 9, 2023.

TECHNICAL COMMENTS

The City technical staff, including Cedar Falls Utilities, have no concerns about the proposed rezoning request. The PC-2 Planned Commercial District requires the submittal and adoption of a master plan and developmental procedures agreement that outlines any specific conditions pertaining to the development, any timing and phasing of the project, and other details as necessary.

For this case, staff recommends including the following conditions in the developmental procedures agreement:

1. To restrict the allowed uses to only those uses allowed in the C-1, Commercial District and additionally allow one "wholesale business use with associated warehouse space", with a limitation of warehouse space not to exceed 11,000 square feet in total.
2. To construct a 4-foot-wide public sidewalk along the LeClair Street frontage of the subject property and connect it to the 1st Street trail if the undeveloped area south of the proposed storage building is developed in the future.
3. Noting that no access drive will be granted off W. 1st Street for the subject property.
4. Ensure that the intensity and scale of the "wholesale business use with associated warehouse space" may not increase to a level that the use of the subject property changes to "wholesaling/warehousing motor freight terminal," which is a prohibited use in the PC-2 Planned Commercial District.

With these conditions, any future use of the property would be of an intensity consistent with its current C-1 zoning and adjacency to residential but will allow a long-time business to continue in its existing location. See attached development agreement for more reference. This development agreement must be finalized prior to the public hearing at the City Council.

The PC-2 Planned Commercial Zoning District requires all site plans in the district to be

approved by the Planning and Zoning Commission and City Council. If the rezoning is approved, the applicant will submit a site plan application that is consistent with the submitted master plan and developmental procedures agreement and that meets all PC-2 District regulations.

STAFF RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted land use map amendment (LU23-001) and the request to rezone the property at 702 LeClair Street from C-1 Commercial District to PC-2 Planned Commercial District (RZ23-002) as per staff's recommendation at their regular meeting on 24th May 2023 with a vote of 7 ayes and 0 nays. Staff also recommends approval of the case LU23-001 and RZ23-002 subject to compliance with submitted master plan and a development procedures agreement that includes the conditions noted in the staff report above.

PLANNING & ZONING COMMISSION

Introduction
5/10/2023

Acting Chair Hartley introduced the item and Mr. Atodaria provide background information. He explained that the property is located on SE corner of West 1st Street and LeClair Street, but has access only from LeClair Street. It is proposed to amend the Future Land Use Map to reflect commercial use of the property and to rezone the property from C-1 Commercial to PC-2 Planned Commercial District. He provided the background of the uses of the property from 1950 until now, and explained that the existing storage building on the site exceeds the required limit and the property owner is requesting to rezone the property to allow continued ongoing business and growth on the property. He also discussed the Master Plan for the property and the uses allowed in that area. The submittal provides for limited truck traffic and staff feels that the use is reasonable. Renderings were displayed to give an idea of the scale of the building and its proportion to the existing site and its surroundings. Site plan details, including building design, architectural characteristics, landscaping plan, etc. will be reviewed with a site plan for the proposed building is submitted.

Mr. Atodaria discussed the need for compliance with the Comprehensive Plan and Future Land Use Map, explaining that the entire area would need to be amended to "Neighborhood Commercial/Mixed Use to align with the C-1 and PC-2 zoning. The amendment will make the current and proposed zoning of these properties consistent with the Future Land Use Map. He also noted that there is access to public services on the site as well as access to an adequate street network. At the time of rezoning, a development agreement will be required that will spell out any condition or agreement about the proposed master plan and the anticipated land use. Staff recommends adding language to restrict the uses to only those allowed in the C-1 District plus the whole sale use and associated warehouse space. The development agreement will need to be finalized prior to the public hearing at City Council. He explained that all site plans in the PC-2 district require approval by the Planning and Zoning Commission and City Council and the applicant will need to submit a site plan application that is consistent with the submitted master plan and PC-2 district regulations.

Staff recommends setting a date of public hearing for May 24, 2023 to discuss amending the Future Land Use Map to Neighborhood Commercial and Mixed Use as noted in the staff report, and to rezone the property at 702 LeClair Street from C-1 Commercial District to PC-2 Planned Commercial District.

Brad Best, Peters Construction and Randy Howe, 2314 Sunset Boulevard came forward to speak regarding the project and make themselves available for any questions.

Ms. Moser addressed the fact that there was a neighborhood meeting and feels that was very helpful.

Mr. Larson asked why it was decided to rezone to PC-2 instead of C-3. Ms. Howard explained that C-3 is a specific zone for a downtown setting. This is not in a downtown setting and it's just for this particular business. C-3 zoning would not be consistent as it has R-1 zoning next to it.

Mr. Larson made a motion to set a public hearing for the items. Ms. Crisman seconded the motion. The motion was approved unanimously with 5 ayes (Crisman, Grybovych, Hartley, Larson and Moser), and 0 nays.

Discussion
& Vote
5/24/2023

Chair Lynch introduced the item and Mr. Atodaria provided background information. He explained that the property is located on the corner of West 1st and LeClair Streets and covered background that was discussed at the last meeting. He provided a rendering of the location that showed existing and proposed building locations on the site, as well as landscaping and bike plan. He also showed the future land use map and discussed the proposed changes, speaking about current access from LeClair Street and traffic volume on site. Mr. Atodaria also went over the technical comments that have been brought forward. PC-2 districts require that all site plans in the district be approved by the Planning and Zoning Commission. The applicant will need to submit a site plan application that is consistent with the submitted master plan and district regulations. A development agreement will also be needed at the same time to ensure that all conditions are followed. Staff recommends restricting allowed uses to those uses allowed in the C-1 District and additionally allow one "wholesale business use with associated warehouse space" with a limitation of warehouse space to not exceed 11,000 square feet total. If the undeveloped area south of the proposed storage building is developed in the future, a public sidewalk along the LeClair Street frontage should be constructed that connects to the 1st Street Trail. An access drive will not be granted off West 1st Street and the developer must ensure that the intensity and scale of the "wholesale business use with associated warehouse space" may not increase to a level that the use of the subject property becomes a "wholesaling/warehousing motor freight terminal," which is prohibited in the PC-2 Planned Commercial District. With these stipulations, staff recommends approval of the land use map amendment and rezoning.

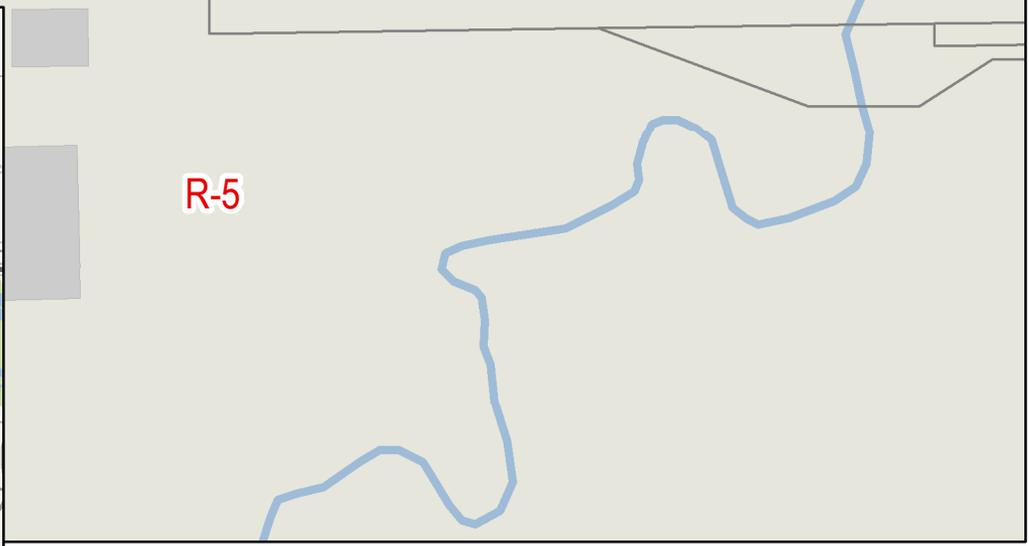
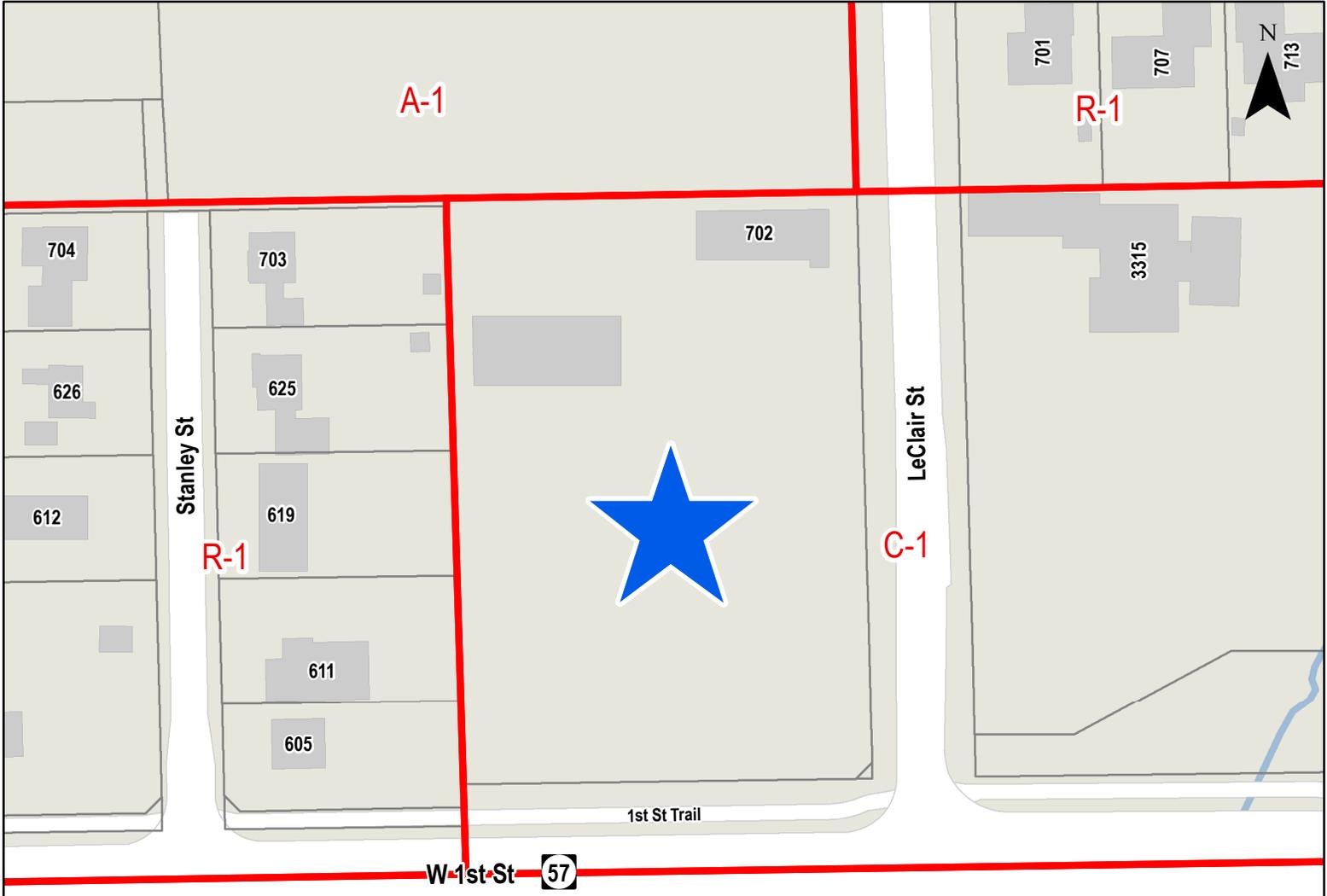
Ms. Grybovych made a motion to approve the land use map amendment. Mr. Leeper seconded the motion. The motion was approved unanimously with 7 ayes (Alberhasky, Crisman, Grybovych, Larson, Leeper, Lynch and Stalnaker), and 0 nays.

Ms. Grybovych made a motion to approve the rezoning request subject to staff recommendations. Mr. Larson seconded the motion. The motion was approved unanimously with 7 ayes (Alberhasky, Crisman, Grybovych, Larson, Leeper, Lynch and Stalnaker), and 0 nays.

Cedar Falls City Council

June 20, 2023

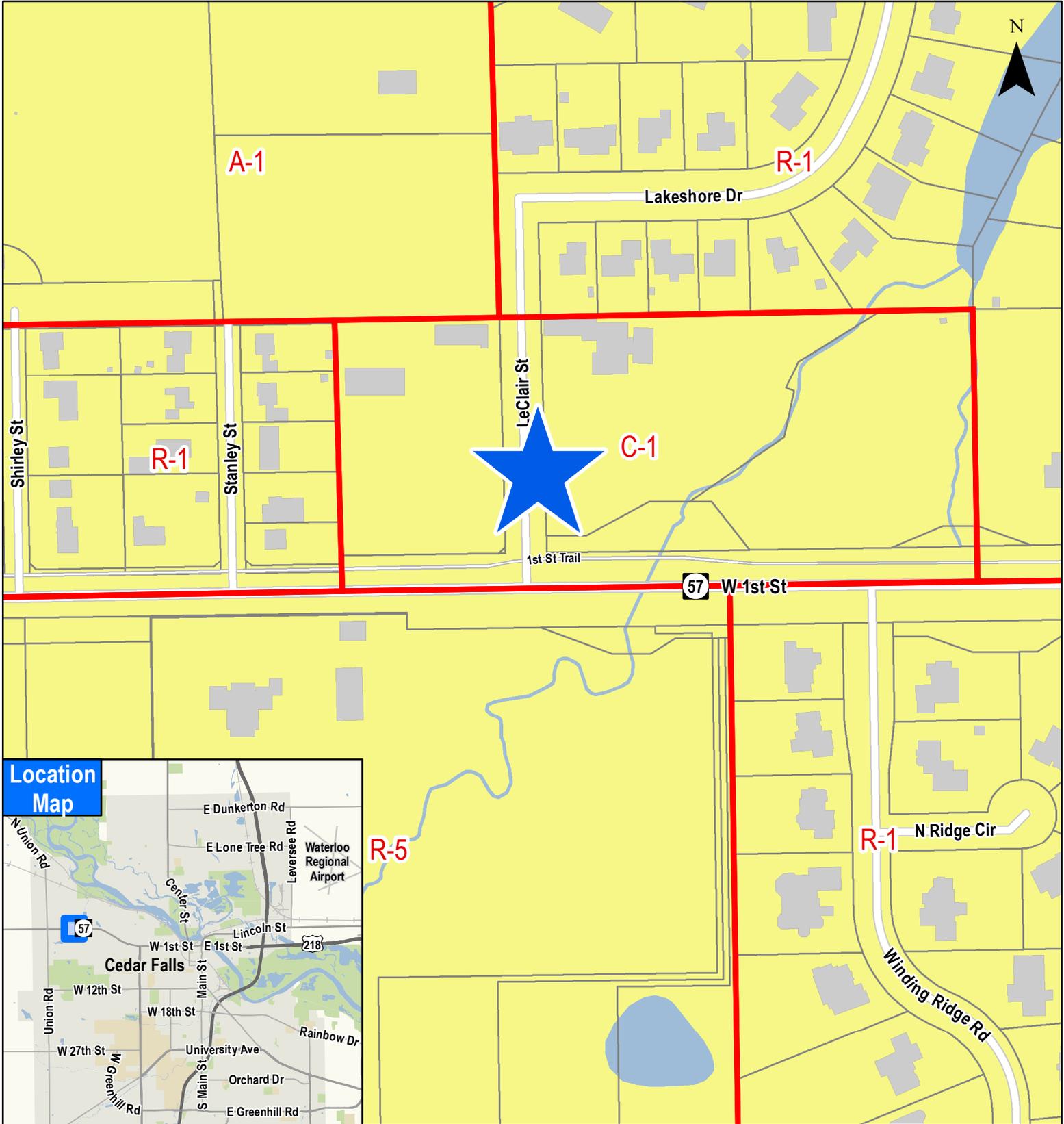
Item 2.



Rezoning from C-1 to PC-2
702 LeClair Street
(RZ23-002)

Cedar Falls City Council June 20, 2023

Item 2.

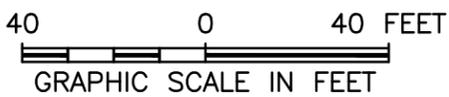
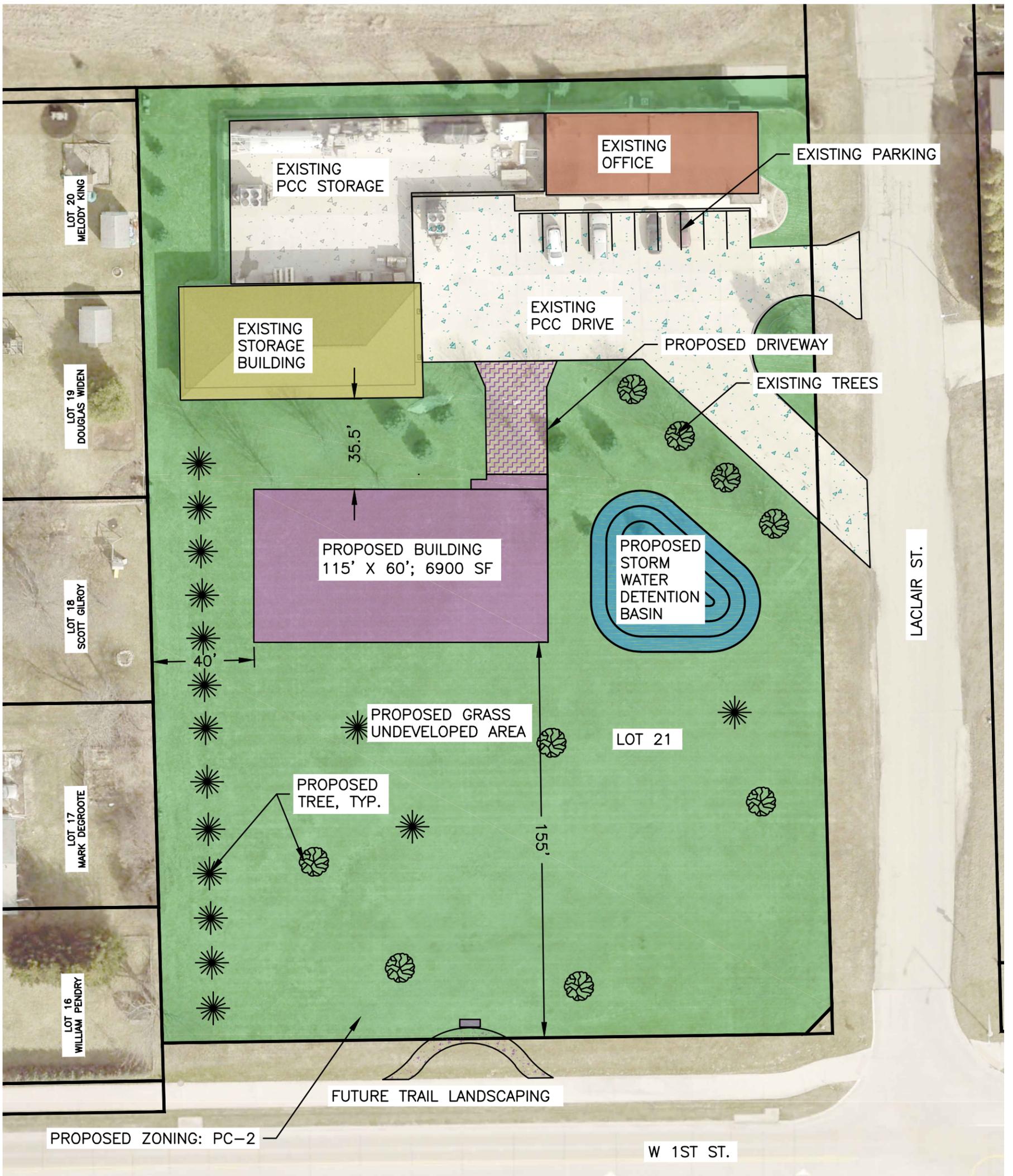


Location Map



**Updating Future Land Use Map from
"Low Density Residential" to
"Neighborhood Commercial & Mixed
(LU23-001) "Exhibit A"**

SITE DEVELOPMENT PLAN LOT 21, STAR VIEW ADDITION

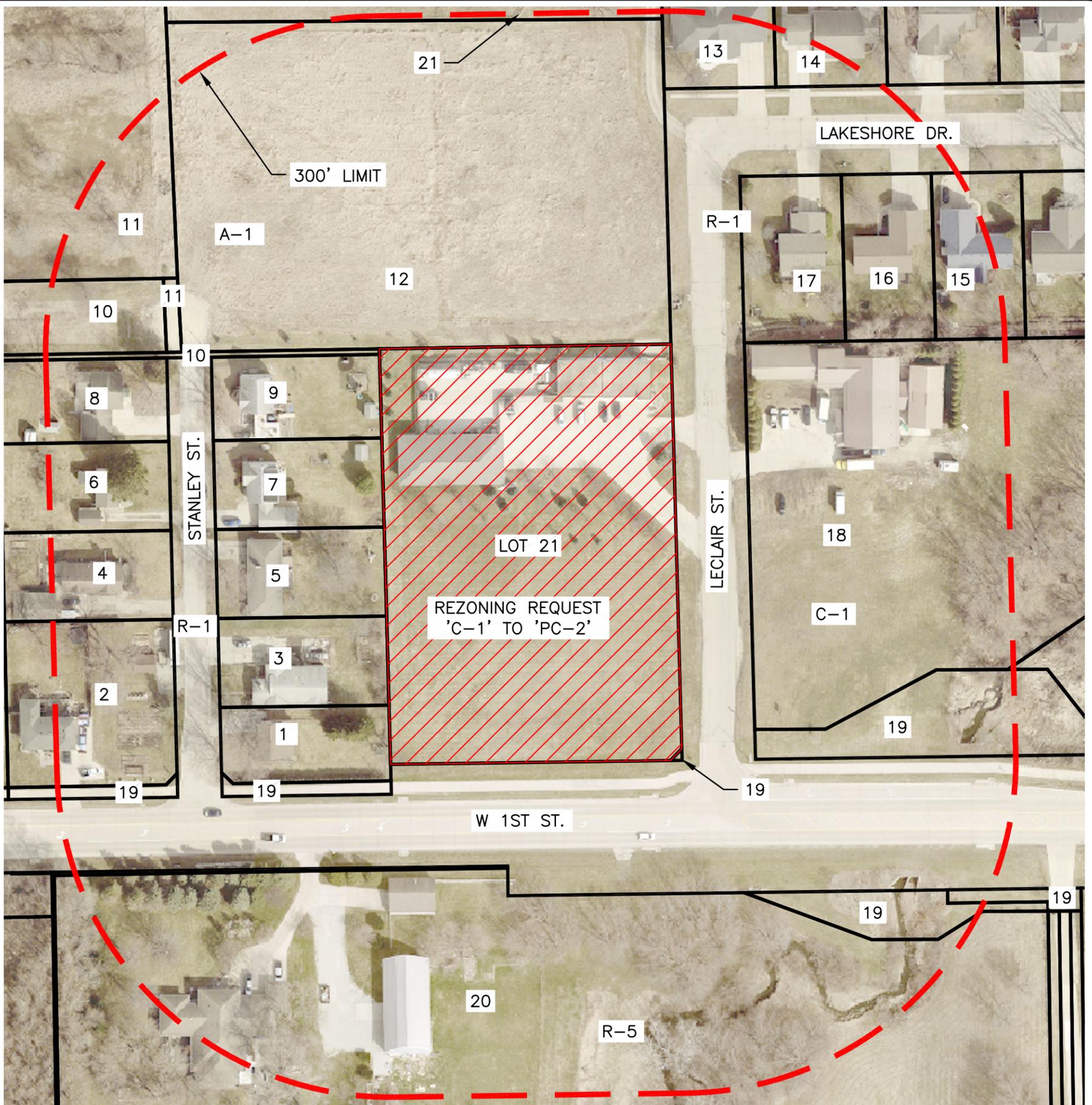


OWNER
 RANDY HOWE
 2314 SUNSET BLVD
 CEDAR FALLS, IA 50613

APRIL 6, 2023

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL

ILLINOIS
 IOWA
 WISCONSIN

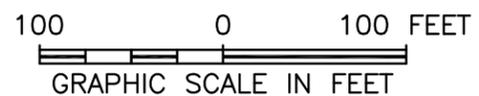
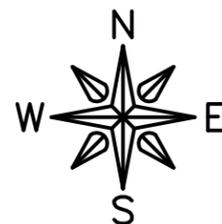


DESCRIPTION

LOT NO. TWENTY-ONE (21) IN STAR VIEW, BLACK HAWK COUNTY, IOWA, EXCEPT THE SOUTH TWENTY-SEVEN (27) FEET THEREOF; AND EXCEPT BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 21; THENCE NORTH 00° (DEGREES) 57' (MINUTES) 40" (SECONDS) WEST ON THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET, 27.00 FEET TO THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF WEST 1ST STREET, BEING THE POINT OF BEGINNING; THENCE SOUTH 89°04'09" WEST ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF WEST 1ST STREET, 10.50 FEET; THENCE NORTH 44°08'07" EAST, 14.83 FEET TO THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET; THENCE SOUTH 00°57'40" EAST ON THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET, 10.47 FEET TO THE POINT OF BEGINNING; CONTAINING 55 SQUARE FEET. THE EASTERLY LINE OF SAID LOT 21 IS ASSUMED TO BEAR NORTH 00°57'40" WEST FOR THE PURPOSE OF THE DESCRIPTION.

PROPERTY OWNER / REQUESTOR
 RANDY HOWE
 ADVANCED TECHNICAL SERVICES
 702 LECLAIR ST.
 CEDAR FALLS, IOWA, 50613
 (319) 227-5400

**OWNER'S LISTING
 FOR
 REZONING REQUEST
 'C-1' TO 'PC-2'
 PART OF SE 1/4 OF THE SW 1/4
 SEC. 03-T89N-R14W
 CEDAR FALLS, IOWA
 APRIL 2023**



APRIL 5, 2023

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL

ILLINOIS
 IOWA
 WISCONSIN

**PC-2, PLANNED COMMERCIAL ZONING DISTRICT
DEVELOPMENTAL PROCEDURES AGREEMENT**

This Developmental Procedures Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2023, by and between the **City of Cedar Falls, Iowa** (the “**City**”) and **Randy W. Howe Revocable Trust U/A dated December 19, 2007** (“**Owner**”) for the purpose of outlining procedures and conditions to be followed for the development of certain real estate (the “**Property**”) located within certain portions of Star View Subdivision, containing 2.26 acres, being owned by the **Owner**, which is legally described as follows:

LOT NO. TWENTY-ONE (21) IN STAR VIEW, BLACK HAWK COUNTY, IOWA, EXCEPT THE SOUTH TWENTY-SEVEN (27) FEET THEREOF; AND EXCEPT BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 21; THENCE NORTH 00° (DEGREES) 57' (MINUTES) 40" (SECONDS) WEST ON THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET, 27.00 FEET TO THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF WEST 1ST STREET, BEING THE POINT OF BEGINNING; THENCE SOUTH 89°04'09" WEST ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF WEST 1ST STREET, 10.50 FEET; THENCE NORTH 44°08'07" EAST, 14.83 FEET TO THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET; THENCE SOUTH 00°57'40" EAST ON THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET, 10.47 FEET TO THE POINT OF BEGINNING; CONTAINING 55 SQUARE FEET. THE EASTERLY LINE OF SAID LOT 21 IS ASSUMED TO BEAR NORTH 00°57'40" WEST FOR THE PURPOSE OF THE DESCRIPTION, ALL IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

RECITALS

WHEREAS, it is the desire of the **Owner** to rezone the Property from C-1 Commercial District to PC-2 Planned Commercial District in Cedar Falls, Iowa; and

WHEREAS, the PC-2 Planned Commercial District requires the submittal and approval of a master plan and developmental procedures agreement that outlines any specific conditions pertaining to the development, any timing and phasing of the project, and other details as necessary; and

WHEREAS, it is the desire of the **City** to ensure that said development proceeds in an orderly manner and in accordance with the principles of the Comprehensive Plan and the provisions of the PC-2 Planned Commercial District; and

WHEREAS, the PC-2 Planned Commercial District allows a wide range of uses, which may not be appropriate for all properties, requiring instead that the developer define the allowed use(s), as appropriate for the subject property in a development agreement;

WHEREAS, the Planning and Zoning Commission has recommended approval of the rezoning subject to the submitted master plan and a developmental procedures agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the **City**, and **Owner** agree as follows:

1. The **Property** will be developed according to the Master Plan, attached hereto, and incorporated herein as Exhibit A. In addition to the existing buildings on the site, the development will include a new, approximately 7000 square foot storage building that is associated with the existing wholesale business, “Advanced Technical Services, Inc.”, as shown on Exhibit A. Prior to any construction on the site, the **Owner** shall submit a detailed site plan, including a landscaping plan and architectural drawings of all proposed buildings, which will be reviewed by the Planning and Zoning Commission and approved by the City Council according to the submitted Master Plan (Exhibit A) and the standards of the PC-2 Planned Commercial zoning district and all applicable requirements of the Cedar Falls Code of Ordinances.
2. **Owner** agrees to restrict the allowed uses for the **Property** to only those uses allowed in the C-1 Commercial District but additionally allowing one “wholesale business use with associated warehouse space,” said warehouse space not to exceed 11,000 square feet in total. No other uses will be permitted on the **Property**.
3. **Owner** agrees that the intensity and scale of the “wholesale business use with associated warehouse space” may not increase to a level that the use of the **Property** becomes a “wholesaling/warehousing motor freight terminal,” which is a prohibited use in the PC-2 Planned Commercial District. Evidence of such a change may include but is not limited to increased truck traffic beyond what has been characterized in the traffic analysis submitted with the application.
4. If the undeveloped area south of the proposed storage building, as shown on Exhibit A, is proposed for further development, **Owner** agrees to construct a 4-foot-wide public sidewalk along the LeClair Street frontage of the **Property** and connect it to the 1st Street trail in accordance with City engineering standards.
5. **Owner** agrees that no access drive will be granted off W. 1st Street.
6. **Owner** agrees that the signage within the development will be in accordance with the PC-2 Planned Commercial zoning district regulations, and any new signage will be reviewed at the time a detailed site plan is submitted for approval.
7. In connection with all aspects of the development of the **Property**, whether specifically described in this Agreement, or otherwise, the **Owner** shall fully comply with all applicable provisions and requirements of the Code of Ordinances, policies and practices of the City of Cedar Falls, Iowa, and, to the extent applicable, with all provisions of local, state and federal laws and regulations.

8. The foregoing conditions shall be binding upon the **Owner**, and their successors and assigns and shall apply to the **Property** and shall run with the land.
9. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Iowa.
10. Any litigation arising out of the provisions of this Agreement shall be commenced in the Iowa District Court for Black Hawk County, which shall be the exclusive jurisdiction and venue for such litigation.
11. If any portion of this Agreement is for any reason held invalid, such holding shall not affect the validity of the remaining portions of this Agreement.
12. The action, inaction or delay of either party to enforce any provision of this Agreement shall not constitute a waiver or release.
13. Any amendment to this Agreement shall be in writing, signed by both parties, and is subject to approval by the City Council of the City of Cedar Falls, Iowa.

Signature page to follow

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Owner:

Randy W. Howe Revocable Trust U/A dated December 19, 2007

By: _____
Randy W. Howe, Trustee

STATE OF IOWA)

) ss:

COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2023,
by Randy W. Howe, Trustee of the Randy W. Howe Revocable Trust U/A dated December 19,
2007;

Notary Public in and for the State of Iowa





Advanced Technical Services, Inc.
PO Box 825, Cedar Falls, IA 50613
Phone: 319/277-5401

To: Cedar Falls Department Of Community Development

Date: April 7, 2023

As you are aware, Advanced Technical Services is completing an exterior building upgrade project to our existing office building and would like to proceed with the next steps in the enhancement and support of our business. Recent times have required changes in our business including the need for pre-ordering and warehousing of materials and equipment for our clients. Because of this, we are exploring options for the construction of an additional storage building onsite, just south of our existing buildings and driveway. In order to construct this building per City Code, we have been advised to pursue rezoning of our property from C-1 (Commercial District) to PC-2 (Planned Commercial District). Please see our proposed site plan and preliminary building concepts attached to this application letter.

Our understanding of the intent of PC-2 zoning, per Section 26-187 (a) of the city code is: The purpose of the following provisions are to promote and facilitate imaginative and comprehensively planned commercial developments which are harmoniously designed to complement the surrounding community. It is further the purpose of these regulations to encourage high standards of building architecture and site planning which will foster commercial development that maximizes pedestrian convenience, comfort and pleasure.

As suggested on April 5th we had a neighborhood meeting at which all neighbors within 300' of the property were invited to attend, and a minimum of 7 of the adjacent owners came and received an overview of the project at which time proposed site plans and new building renderings were shared. After discussion and their feedback we have incorporated the following revisions from our original concept plan to assist in mitigating their concerns. These accommodations include the following:

1. Shift east wall of proposed building over 5' toward the east
2. Reduce overall east-west size/dimension of building down from 120' to 115' (reduce from 7,200 sqft building to 6,900 sqft)
3. Change roof slope to 4/12 (was currently planned for 5/12, existing storage building is 6/12)
4. Lower finished floor elevation of building by 0.75' to reduce amount of building projection out of the ground
5. Reduced interior clear height inside the building by now utilizing a low head room overhead door operator that will allow us to have an interior clear ceiling height of just under 15'-6". So we revised the design to have a truss bearing height of 15'-6"
6. We will look at adjusting existing security lighting to eliminate glare on to the western neighboring properties.
7. Add bench and off trail access sidewalk in center of south property as a bike path amenity
8. Allow path way through or on to northwest ATS property for underground drainage to help assist Stanley St residents from sump pump discharge runoff issues on their street
9. ATS will offer neighbors to have some input of suggestions to the landscaping plan along the west side of the property once the site plan is closer to being complete.

Thank you for your assistance thus far in working through this progress if you have any questions or need any additional information please let me know.

Thank you,

Randy Howe
Advanced Technical Services

Traffic Summary
Advanced Technical Services, 703 LeClair Street, Cedar Falls, Iowa

Existing Site

Advanced Technical Services has operated from this location (702 LeClair Street) for several decades with the most recent site improvements made in 2011. The site consists of an office building with outdoor and indoor equipment storage areas. Currently, six employees work at this location. Traffic to this property can be summarized as follows:

- UPS delivery in morning and afternoon, daily
- FedEx delivery approximately three times per week
- Local delivery/pickup trucks approximately three times per week
- Approximately one customer per day to the office
- Typical employee traffic for lunch, errands, etc..
- Mowing service one time per week during warm weather months
- Two to three semis per week

Altogether, approximately fifteen vehicles per day visit this location.

Two driveways exist on the site. These were sized to allow a semi to enter, exit and work well – see attached exhibit indicating a vehicle path. Equipment/materials are loaded/unloaded from the driveway area and moved to either indoor or outdoor storage areas. There are parking spaces for nine plus vehicles (employees and customers). This has proven to be an adequate amount for the current operation.

Proposed Improvements

The proposed project will construct a storage building to protect some of the materials and equipment currently stored outside. A driveway will connect the existing driveway, interior to the lot, to the existing paved driveway area. No new street access is proposed.

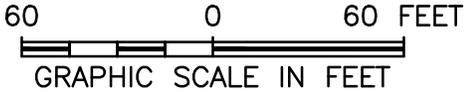
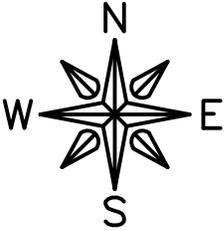
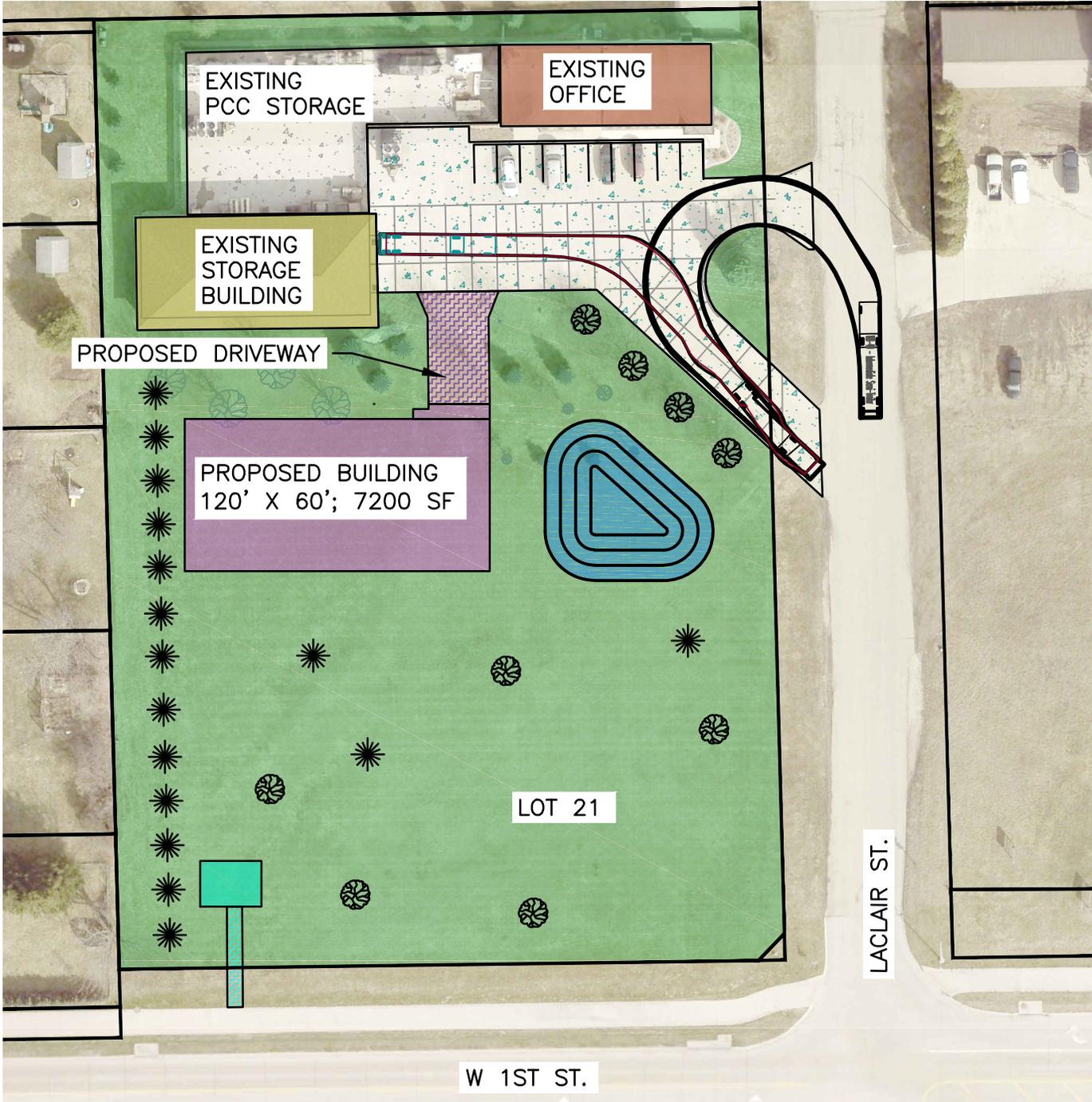
The number of employees is not changing with this project nor is the type of work. There will be no manufacturing taking place. Delivery and employee/customer traffic are expected to remain the same as existing, with approximately fifteen vehicles per day.

Conclusion

Traffic volume and type of traffic to 702 LeClair Street are expected to be unchanged with the proposed project. The driveway and parking infrastructure are satisfactory for the current and proposed use.

TRAFFIC SUMMARY EXHIBIT
702 LECLAIR STREET

Item 2.



TRAFFIC DESCRIPTION
SEMI PULLS INTO NORTH DRIVEWAY,
TURNS INTO SOUTH DRIVEWAY TO
BACK INTO LOADING AREA, WHERE
THEY CAN THEN EXIT SOUTH DRIVE.

OWNER
RANDY HOWE
2314 SUNSET BLVD
CEDAR FALLS, IA 50613

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 2.26 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE C-1, COMMERCIAL ZONING DISTRICT AND ADDING IT TO THE PC-2, PLANNED COMMERCIAL ZONING DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 2.26 acres of property from C-1, Commercial Zoning District to PC-2, Planned Commercial Zoning District, more specifically described below; and

WHEREAS, it is the desire of the City to ensure that said development proceeds in an orderly manner and in accordance with the principles of the Comprehensive Plan and the provision of the PC-2 Planned Commercial District; and

WHEREAS, said PC-2, Planned Commercial Zoning District requires the submittal and adoption of a master plan and developmental procedures agreement that outlines any specific conditions pertaining to the development, timing and phasing of the project, and other development details as necessary; and

WHEREAS, a PC-2 master plan has been submitted with the rezoning application (case #RZ23-002), the principles and provisions of which will be incorporated into a developmental procedures agreement between the City and owners of the property, which will be considered for adoption in a separate action by resolution concurrent with this rezoning; and

WHEREAS, said developmental procedures agreement restricts the use(s) allowed, sets expectation for future development, limits the traffic to maintain neighborhood character; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and proposed elements of the PC-2 Master Plan and finds that said rezoning and master plan is consistent with the City of Cedar Falls Comprehensive Plan and the intent of the PC-2, Planned Commercial Zoning District and therefore recommends approval; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning; and

WHEREAS, Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-Six (26), Zoning, of the Code of Ordinances of

the City of Cedar Falls, Iowa, provides that the zoning map of the City of Cedar Falls, Iowa is incorporated into and made a part of said Ordinance by reference; and

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

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

Section 1. That the following described real estate, be and the same is hereby removed from the C-1, Commercial Zoning District and added to the PC-2, Planned Commercial Zoning District:

Legal Description:

LOT NO. TWENTY-ONE (21) IN STAR VIEW, BLACK HAWK COUNTY, IOWA, EXCEPT THE SOUTH TWENTY-SEVEN (27) FEET THEREOF; AND EXCEPT BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 21; THENCE NORTH 00° (DEGREES) 57' (MINUTES) 40" (SECONDS) WEST ON THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET, 27.00 FEET TO THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF WEST 1ST STREET, BEING THE POINT OF BEGINNING; THENCE SOUTH 89°04'09" WEST ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF WEST 1ST STREET, 10.50 FEET; THENCE NORTH 44°08'07" EAST, 14.83 FEET TO THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET; THENCE SOUTH 00°57'40" EAST ON THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET, 10.47 FEET TO THE POINT OF BEGINNING; CONTAINING 55 SQUARE FEET. THE EASTERLY LINE OF SAID LOT 21 IS ASSUMED TO BEAR NORTH 00°57'40" WEST FOR THE PURPOSE OF THE DESCRIPTION.

Containing 94,446 Square Feet or 2.26 Acre.

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

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 2.26 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE C-1, COMMERCIAL ZONING DISTRICT AND ADDING IT TO THE PC-2, PLANNED COMMERCIAL ZONING DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 2.26 acres of property from C-1, Commercial Zoning District to PC-2, Planned Commercial Zoning District, more specifically described below; and

WHEREAS, it is the desire of the City to ensure that said development proceeds in an orderly manner and in accordance with the principles of the Comprehensive Plan and the provision of the PC-2 Planned Commercial District; and

WHEREAS, said PC-2, Planned Commercial Zoning District requires the submittal and adoption of a master plan and developmental procedures agreement that outlines any specific conditions pertaining to the development, timing and phasing of the project, and other development details as necessary; and

WHEREAS, a PC-2 master plan has been submitted with the rezoning application (case #RZ23-002), the principles and provisions of which will be incorporated into a developmental procedures agreement between the City and owners of the property, which will be considered for adoption in a separate action by resolution concurrent with this rezoning; and

WHEREAS, said developmental procedures agreement restricts the use(s) allowed, sets expectation for future development, limits the traffic to maintain neighborhood character; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and proposed elements of the PC-2 Master Plan and finds that said rezoning and master plan is consistent with the City of Cedar Falls Comprehensive Plan and the intent of the PC-2, Planned Commercial Zoning District and therefore recommends approval; and

WHEREAS, the City Council of Cedar Falls, Iowa, deems it to be in the best interests of the City of Cedar Falls, Iowa, to approve said rezoning; and

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

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

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

Section 1. That the following described real estate, be and the same is hereby removed from the C-1, Commercial Zoning District and added to the PC-2, Planned Commercial Zoning District:

Legal Description:

LOT NO. TWENTY-ONE (21) IN STAR VIEW, BLACK HAWK COUNTY, IOWA, EXCEPT THE SOUTH TWENTY-SEVEN (27) FEET THEREOF; AND EXCEPT BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 21; THENCE NORTH 00° (DEGREES) 57' (MINUTES) 40" (SECONDS) WEST ON THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET, 27.00 FEET TO THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF WEST 1ST STREET, BEING THE POINT OF BEGINNING; THENCE SOUTH 89°04'09" WEST ON THE PRESENT NORTHERLY RIGHT-OF-WAY LINE OF WEST 1ST STREET, 10.50 FEET; THENCE NORTH 44°08'07" EAST, 14.83 FEET TO THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET; THENCE SOUTH 00°57'40" EAST ON THE EASTERLY LINE OF SAID LOT 21, ALSO BEING THE PRESENT WESTERLY RIGHT-OF-WAY LINE OF LE CLAIR STREET, 10.47 FEET TO THE POINT OF BEGINNING; CONTAINING 55 SQUARE FEET. THE EASTERLY LINE OF SAID LOT 21 IS ASSUMED TO BEAR NORTH 00°57'40" WEST FOR THE PURPOSE OF THE DESCRIPTION.

Containing 94,446 Square Feet or 2.26 Acre.

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

INTRODUCED: _____ June 20, 2023 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: June 19, 2023
SUBJECT: Petition from City Council to amend the Downtown Character District (TA23-003)

In 2022 City Council made several referrals to the Planning and Zoning Commission requesting consideration for various changes to the Downtown Character District Code. The Planning and Zoning Commission has been systematically working through each of those referrals over the last year. This memo is related to the petition from the City Council to consider amending the building materials standards in the code to allow vinyl siding on small residential buildings in the Neighborhood Frontage Areas.

Background

The previous Central Business District (CBD) Overlay had building materials standards for new buildings that did not include an allowance for vinyl siding for commercial, mixed-use and multi-unit residential buildings containing more than 6 units. In neighborhood areas surrounding downtown that were not in the CBD Overlay, there were previously no standards for exterior building materials.

The adopted Downtown Character District Code prohibits vinyl siding in the Urban General, Urban General 2, and Storefront Areas, which generally encompasses the area previously subject to the CBD Overlay. During public review of the new code prior to adoption, the Planning and Zoning Commission had several discussions about allowance for vinyl siding in the Neighborhood Frontage Areas and considered the pros and cons (see attached excerpt of the decision matrix). At that time, the Commission decided not to allow vinyl siding on any new buildings. However, the Commission decided that vinyl siding should be allowed on any existing single-unit dwelling, even if it is not currently clad in vinyl siding. For example, a homeowner could replace or cover the wood siding on their existing house with vinyl siding. In addition, for any existing building that is currently clad with vinyl siding, that siding may be replaced or repaired with vinyl siding and any addition(s) may be clad with vinyl siding.

Council Petition

The Council indicated they would like to maintain the prohibition of vinyl siding in the downtown core areas – Urban General, Urban General 2, and Storefront frontage areas in the Downtown Character District similar to what was disallowed in the previous CBD Overlay. However, the Council indicated that they would like the Commission to consider allowing vinyl siding in the

Neighborhood Frontage Areas on any new single unit dwelling and also to consider allowing it for new construction of other small residential buildings, such as duplexes, townhomes, and small apartment buildings up to 6 units.

At the Commission's May 10th meeting, there was a request for a link to the video recording of the April 14, 2021 meeting where the Commission specifically discussed allowing the use of vinyl siding in the Neighborhood Frontages. Here is the link to that P&Z meeting with the discussion about vinyl siding starting at about 1:56:

<https://meetings.municode.com/multimediaPage/index?cc=CEDARFLS&mm=c4d50e74f9ea446593cbec201ec7249d&me=4cdd4e408e1841d7b713389df74a2f9d&ts=3109&ei=6ce2fda7ac0e459d9b1245971e00a4e8>

P&Z Recommendation

At their May 24 meeting, after a public hearing, the Commission discussed the two petitions from City Council.

On a vote of 6-1, the Commission recommends approval of the following:

1. Amend the ordinance to allow vinyl siding on new single-unit dwellings in the Neighborhood Frontages, as follows:
 - b. For Neighborhood Frontages only:
 - (i) Wood or approved fiber cement siding;
 - (ii) Vinyl siding may be used ~~to replace other types of siding on existing~~ single-unit residential buildings only, except as noted in the paragraph (iii) below;
 - (iii) On ~~other~~ buildings with existing vinyl siding, that siding may be replaced or repaired with vinyl siding and any additions may be clad with vinyl siding.

On a vote of 5-2, the Commission, also recommends approval of the following alternative, which would allow vinyl siding on new duplexes as well as single-unit dwellings:

2. Amend the ordinance to allow vinyl siding on new single-unit and two-unit residential buildings in the Neighborhood Frontages.
 - b. For Neighborhood Frontages only:
 - (i) Wood or approved fiber cement siding;
 - (ii) Vinyl siding may be used ~~to replace other types of siding on existing~~ single-unit and two - unit residential buildings only, except as noted in the paragraph (iii) below;
 - (iii) On ~~other~~ buildings with existing vinyl siding, that siding may be replaced or repaired with vinyl siding and any additions may be clad with vinyl siding.

A motion was made to approve vinyl siding on new residential buildings with six or fewer units but was subsequently rescinded in favor of a motion to allow vinyl siding on single-unit and duplex units only. Therefore, the Council petition to amend the ordinance as follows was disapproved and will take a 2/3 majority vote of Council to approve.

- b. For Neighborhood Frontages only:
 - (i) Wood or approved fiber cement siding;
 - (ii) Vinyl siding may be used ~~to replace other types of siding on existing single-unit~~ residential buildings with six or fewer dwelling units only, except as noted in the paragraph (iii) below;

- (iii) On ~~other~~ buildings with existing vinyl siding, that siding may be replaced or repaired with vinyl siding and any additions may be clad with vinyl siding.

PLANNING & ZONING COMMISSION MINUTES

Introduction
05/10/23

The next item for consideration by the Commission was a Zoning Code Text Amendment regarding vinyl siding allowance in CD-DT. Acting Chair Hartley introduced the item and Ms. Howard provided background information. She explained that the City Council has petitioned the Planning and Zoning Commission to consider allowing vinyl siding on any new single unit dwelling and to consider allowing vinyl siding for new construction of other small residential buildings with six or fewer dwelling units (duplexes, townhomes, small apartment buildings, etc.). As most of the Commissioners were not on the Commission when this was originally brought for consideration, Ms. Howard gave background on what was discussed previously by the Planning and Zoning Commission and the decisions that were made with regard to vinyl siding. She provided a map of the Downtown Character District Regulating Plan and discussed the neighborhood areas that the proposed changes would apply to, including the Neighborhood Small and Neighborhood Medium areas. She noted that the 2021 Decision Matrix that was used by the Commission when the decision was made was included in the packet, which list the pros and cons of vinyl siding considered at the time.

Mr. Larson feels that the suggestions from Council are clear and make sense to him, and this change doesn't affect anything as far as architectural compliance or compatibility set up in the zoning code. He feels that vinyl siding provides an affordable option in the housing market today.

Ms. Grybovych asked if it was worthwhile for Commissioners to go back and view the video of the previous conversations with regard to this matter. Ms. Howard stated that staff could find the dates of the discussions so that the conversation would be available.

Acting Chair Hartley stated that he supports the change.

Ms. Crisman asked if there have been any applicants that have come forward that fall into this category of change. Ms. Howard stated that the only new construction that has come through has been the Cottage Court project. Ms. Crisman feels that environmental concerns should be kept in mind.

Mr. Larson made a motion to set a public hearing for the item. Ms. Crisman seconded the motion. The motion was approved unanimously with 5 ayes (Crisman, Grybovych, Hartley, Larson and Moser), and 0 nays.

Public hearing and
Vote
5/24/2023

The next item for consideration by the Commission was a zoning code text amendment regarding allowance of vinyl siding in the Downtown Character District. Chair Lynch introduced the item and Ms. Howard provided background information. She explained that the item stems from a referral from City Council to consider allowing vinyl siding on any new single-unit dwelling and on new construction of other small residential buildings with six or fewer dwelling units (i.e. duplexes, townhomes, small apartment buildings) in the Neighborhood frontage areas of the Downtown Character District. Previously vinyl siding was not allowed in the Central Business

District Overlay, but residential neighborhoods outside of the CBD previously had no standards for exterior cladding. The Downtown Character District prohibits the use of vinyl siding in the Urban General, Urban General 2 and Storefront areas. In Neighborhood Frontage areas, vinyl siding is allowed on existing single-family dwellings, even if it is not currently clad in vinyl siding. Existing buildings with vinyl siding can be replaced with the same, and any additions can also be clad with vinyl siding. Ms. Howard displayed the Downtown Character District Regulating Plan that shows where these specific neighborhoods are located. She discussed the options that the Commission has at this time. They may: recommend no change to the current ordinance; amend to allow vinyl siding on single-unit dwellings in the Neighborhood Frontages; amend to allow vinyl siding on residential buildings with six or fewer dwelling units in the Neighborhood Frontages, or any other combination as recommended by the Commission.

Ms. Crisman noted that it is interesting that in the initial conversation it was opted for new builds to require old materials but the old structures could use the newer materials. In driving around the Downtown Character District there's a definite difference between the older and newer buildings and feels that the older materials maintain the character of the district. Mr. Larson stated that he feels that if someone were following that design idea, people might be using asbestos siding. He stated that, with the issue of housing affordability, requiring more expensive siding materials is not a good idea.

Mr. Larson made a motion to approve vinyl siding for single-unit dwellings and residential buildings with six or fewer dwelling units in the Neighborhood Frontages. Ms. Lynch seconded the motion.

After further discussion and concerns expressed by other Commissioners about allowing vinyl siding on new construction of larger buildings, Mr. Larson agreed and withdrew his motion and made a new motion to amend the code to allow vinyl siding on single-unit dwellings and to amend the code to allow vinyl siding on two-unit dwellings as well. Mr. Leeper seconded the motions.

Commission members discussed further comments and concerns with the items.

The motion was approved to allow vinyl siding on single-unit dwellings with 6 ayes (Alberhasky, Grybovych, Larson, Leeper, Lynch and Stalnaker), and 1 nay (Crisman).

The motion was approved to allow vinyl siding on two-unit dwellings (duplexes) with 5 ayes (Alberhasky, Larson, Leeper, Lynch and Stalnaker), and 2 nays (Crisman and Grybovych).

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION 26-194C. ARCHITECTURAL STANDARDS: BUILDING WALLS, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA TO ALLOW VINYL SIDING AS A PRIMARY FAÇADE MATERIAL ON RESIDENTIAL BUILDINGS WITH SIX OR FEWER DWELLING UNITS IN THE NEIGHBORHOOD FRONTAGES OF THE DOWNTOWN CHARACTER DISTRICT.

WHEREAS, Subsection 26-194C of the Cedar Falls Code of Ordinances, sets forth the regulations regarding the types of building materials allowed on exterior walls of buildings in the Downtown Character District; and

WHEREAS, due to environmental and durability concerns, vinyl siding has been listed as a prohibited exterior building material, except for certain exceptions in the Neighborhood Frontage areas; and

WHEREAS, the City Council petitioned the Planning and Zoning Commission to consider amending the ordinance to allow vinyl siding on single-unit dwellings and other residential buildings with six or fewer dwelling units in the Neighborhood Frontages as it is a commonly used exterior material for small residential buildings in the community; and

WHEREAS, the Cedar Falls Planning and Zoning Commission considered a motion, but said motion was withdrawn before a vote was taken and therefore did not recommend approval of an amendment to the zoning code to allow vinyl siding on multi-unit residential buildings with six or fewer dwelling units and therefore a 2/3 majority of Council is required to approve this ordinance;

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

Section 1: Subsection 26-194C., Architectural Standards: Building Walls, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended, deleting paragraph 3b, related to primary building materials standards in the Neighborhood Frontages, and in lieu thereof replacing it with the following paragraph:

- b. For Neighborhood Frontages only:
 - (i) Wood or approved fiber cement siding;
 - (ii) Vinyl siding may be used on residential buildings with six or fewer dwelling units only, except as noted in the paragraph (iii) below;
 - (iii) On other buildings with existing vinyl siding, that siding may be replaced or repaired with vinyl siding and any additions may be clad with vinyl siding.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION 26-194C. ARCHITECTURAL STANDARDS: BUILDING WALLS, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA TO ALLOW VINYL SIDING AS A PRIMARY FAÇADE MATERIAL ON SINGLE-UNIT AND TWO-UNIT RESIDENTIAL BUILDINGS IN THE NEIGHBORHOOD FRONTAGES OF THE DOWNTOWN CHARACTER DISTRICT.

WHEREAS, Subsection 26-194C of the Cedar Falls Code of Ordinances, sets forth the regulations regarding the types of building materials allowed on exterior walls of buildings in the Downtown Character District; and

WHEREAS, due to environmental and durability concerns, vinyl siding has been listed as a prohibited exterior building material, except for certain exceptions in the Neighborhood Frontage areas; and

WHEREAS, the City Council petitioned the Planning and Zoning Commission to consider amending the ordinance to allow vinyl siding on single-unit dwellings and other small residential buildings in the Neighborhood Frontages as it is a commonly used exterior material for small residential buildings in the community; and

WHEREAS, the Cedar Falls Planning and Zoning Commission on a vote of 5-2 recommended approval of (TA23-003), a petition to amend the zoning code to allow vinyl siding on single-unit and two-unit dwellings in the Neighborhood Frontages;

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

Section 1: Subsection 26-194C., Architectural Standards: Building Walls, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended, deleting paragraph 3b, related to primary building materials standards in the Neighborhood Frontages, and in lieu thereof replacing it with the following paragraph:

- b. For Neighborhood Frontages only:
 - (i) Wood or approved fiber cement siding;
 - (ii) Vinyl siding may be used on single-unit and two-unit residential buildings only, except as noted in the paragraph (iii) below;
 - (iii) On other buildings with existing vinyl siding, that siding may be replaced or repaired with vinyl siding and any additions may be clad with vinyl siding.

INTRODUCED: _____
PASSED 1ST CONSIDERATION: _____
PASSED 2ND CONSIDERATION: _____
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION 26-194C. ARCHITECTURAL STANDARDS: BUILDING WALLS, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA TO ALLOW VINYL SIDING AS A PRIMARY FAÇADE MATERIAL ON SINGLE-UNIT RESIDENTIAL BUILDINGS IN THE NEIGHBORHOOD FRONTAGES OF THE DOWNTOWN CHARACTER DISTRICT.

WHEREAS, Subsection 26-194C of the Cedar Falls Code of Ordinances, sets forth the regulations regarding the types of building materials allowed on exterior walls of buildings in the Downtown Character District; and

WHEREAS, due to environmental and durability concerns, vinyl siding has been listed as a prohibited exterior building material, except for certain exceptions in the Neighborhood Frontage areas; and

WHEREAS, the City Council petitioned the Planning and Zoning Commission to consider amending the ordinance to allow vinyl siding on single-unit dwellings in the Neighborhood Frontages as it is a commonly used exterior material for single-unit homes in the community; and

WHEREAS, the Cedar Falls Planning and Zoning Commission on a vote of 6-1 recommended approval of (TA23-003), a petition to amend the zoning code to allow vinyl siding on single-unit dwellings in the Neighborhood Frontages;

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

Section 1: Subsection 26-194C., Architectural Standards: Building Walls, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended, deleting paragraph 3b, related to primary building materials standards in the Neighborhood Frontages, and in lieu thereof replacing it with the following paragraph:

- b. For Neighborhood Frontages only:
 - (i) Wood or approved fiber cement siding;
 - (ii) Vinyl siding may be used on single-unit residential buildings only, except as noted in the paragraph (iii) below;
 - (iii) On other buildings with existing vinyl siding, that siding may be replaced or repaired with vinyl siding and any additions may be clad with vinyl siding.

INTRODUCED: _____
PASSED 1ST CONSIDERATION: _____
PASSED 2ND CONSIDERATION: _____
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



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: Thom Weintraut, AICP, Planner III
DATE: May 15, 2023
SUBJECT: Right-of-Way Vacation Request – Hudson Road

REQUEST: Street Right-of-Way (ROW) Vacation for a portion of Hudson Road (VAC23-001)

PETITIONER: David A. Nicol

LOCATION: 1,728 sq. ft. of public right-of-way located on the west side of Hudson Road approximately 200 feet north of the intersection of Hudson Road and Ashworth Drive.

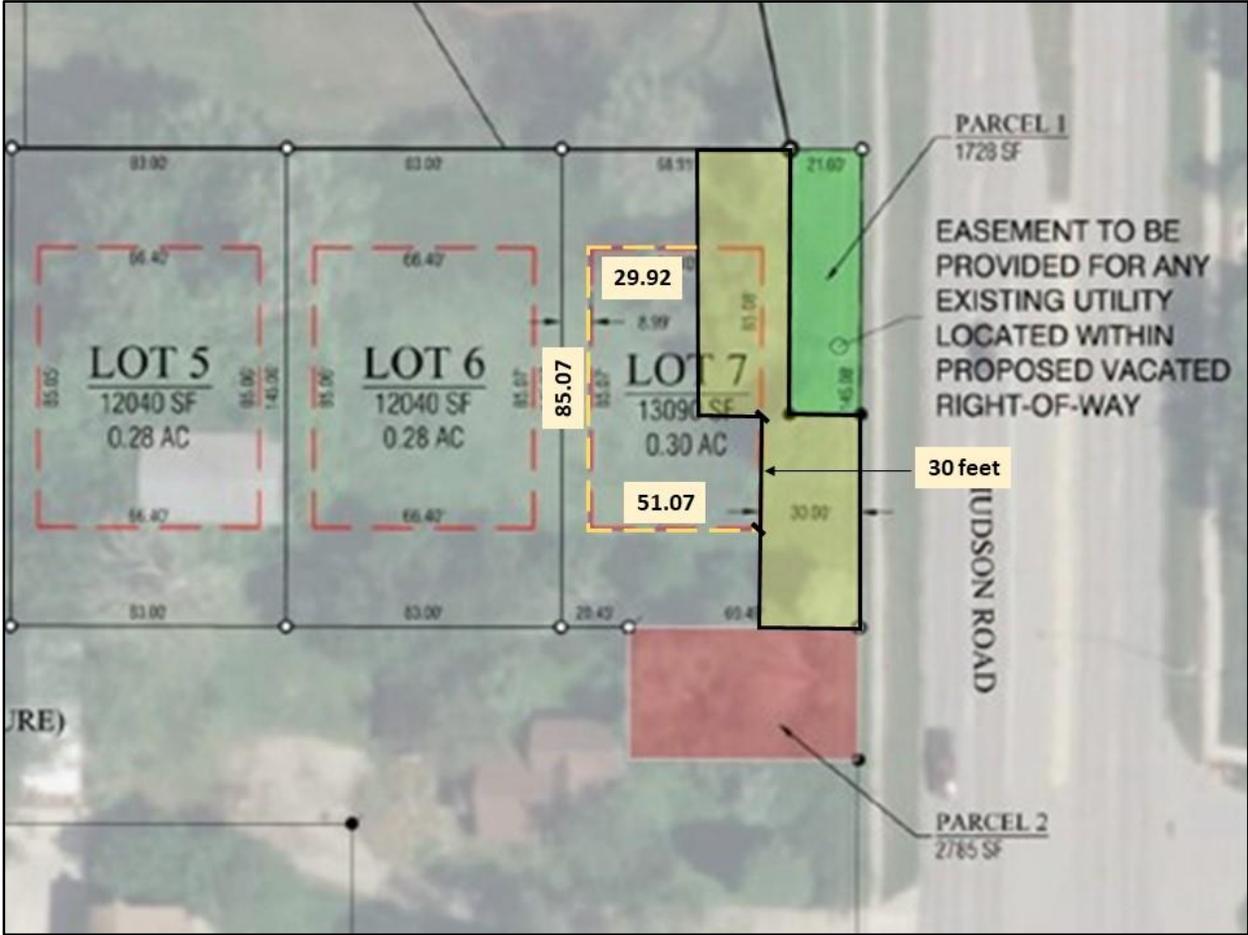
PROPOSAL

David A. Nicol has requested a vacation of 1,728 sq. ft. (parcel 1) of the public right-of-way located on the west side of Hudson Road approximately 200 feet north of the Ashworth Drive intersection (see attached ROW exhibit). As you are aware, Mr. Nicol is in the process of rezoning the property adjacent to Hudson Road and Ashworth Drive, extended, to R-1, Residence District. If the rezoning is approved, he intends to submit a preliminary and final plat for the property. The proposed vacation will allow for a more typical rectangular home lot along the eastern edge of the property. In addition, the City would like to obtain an additional 2785 sq. ft. (parcel 2) of right-of-way for the construction of the Ashworth Drive extension. Mr. Nicol will provide the additional right-of-way at the time of final platting of his subdivision.

BACKGROUND

In 1988, the right-of-way along the west side of Hudson Road was conveyed to the City as part of the plans to expand Hudson Road to four lanes. In 2022, the City purchased a 0.89 acre portion of the property, including the former residential structure, to build an extension of Ashworth Drive from Hudson Road to Ashworth Drive in Prairie Winds 4th Addition. Mr.

Nicol has provided a concept layout for the subdivision of the property into seven (7) lots. Mr. Nicol is proposing to plat lots similar in width and area to the adjoining lots in Prairie Winds 4th Addition. The proposed Lot 7 (see lot exhibit with lot layout proposal) is a corner lot and is required by Section 26-127 to have a street side yard of 30 feet as measured from the right-of-way line along Hudson Road. Because of the irregular shape of the right-of-way on Hudson Road in this location, the placement of a dwelling on Lot 7 would be difficult. As shown in the illustration below, because of the required 30' setback from Hudson Road, the buildable area of this lot is quite small, despite the fact that it is larger in area than the other lots.



ANALYSIS

In considering a right-of-way vacation, City staff analyzes several factors:

1. Is the right-of-way needed for public use?
As shown in the image above, there is a public sidewalk located along both sides of Hudson Road that provides for pedestrian and bicycle movement along the corridor. If vacated, the sidewalk along the west side of Hudson Road will still be greater than

5 feet from the proposed lot line of the parcel. The area to be vacated is not needed for traffic, pedestrian, or bicycle movement.

2. Is the right-of-way needed for access to private property?
Vacating this portion of the right-of-way will not impact any future anticipated access to Hudson Road. Access to any new lots proposed in this area will be from Ashworth Drive, extended. No additional driveways will be allowed to Hudson Road, which is a limited access arterial street. in this area.
3. Are there any utilities within the right-of-way that will need to be retained?
CFU has a 20" water main that runs in part of that proposed vacation area. CFU is accepting of the vacation, provided a utility easement is established on the proposed vacation parcel. If the vacation is approved and land conveyed to the Nicols, an easement must be established to protect these utilities. Mr. Nicol has a request to rezone the adjacent property to R-1 and if granted, Mr. Nicol will be following up with a Preliminary and Final Plat. If the City Council approves the vacation and Mr. Nicol purchases the vacated right-of-way, it will be incorporated into the plat and an easement will be established for the water line.

TECHNICAL COMMENTS

The City's Technical Review Committee does not have any concerns or objections with the proposed right-of-way vacation, provided an easement is established to protect the public utilities along the street corridor as noted in the staff report.

STAFF RECOMMENDATION

The Community Development Department recommends approval of the proposed right-of-way vacation, subject to the following conditions:

An appropriately sized easement satisfying CFU is established along Hudson Road in the area subject to the vacation.

PLANNING & ZONING COMMISSION

Discussion
4/12/2023

Chair Lynch introduced the item and Mr. Weintraut provided background information. He explained that there is a request by the owner, Mr. Nicol, to vacate a portion of right-of-way on Hudson Road. In 2022 the City purchased a portion of Nicol's property for a new street. Mr. Nicol is in the process of rezoning the property to R-1 and has provided a concept layout for a subdivision. If the vacation of the right-of-way is approved, the area will become part of Lot 7, which would make it less difficult to place a house on the lot. As part of the vacation, the City would like to work with Mr. Nicol and obtain a portion of the proposed Lot 7 to help widen the right-of-way, making it easier to install infrastructure and construct an extension of Ashworth Lane. There could be considered of a trade when the subdivision takes place. There is a sidewalk on the west side of Hudson Road that provides pedestrian and bicycle movement. If vacated, the sidewalk will still be on public right-of-way and located at least five feet from the property. The vacation of public right-of-way will not affect access to private

property as the new street construction has provided access. Staff recommends approval of the request to vacate the right-of-way with the condition that an appropriately sized easement is established along Hudson Road in the area subject to the vacation.

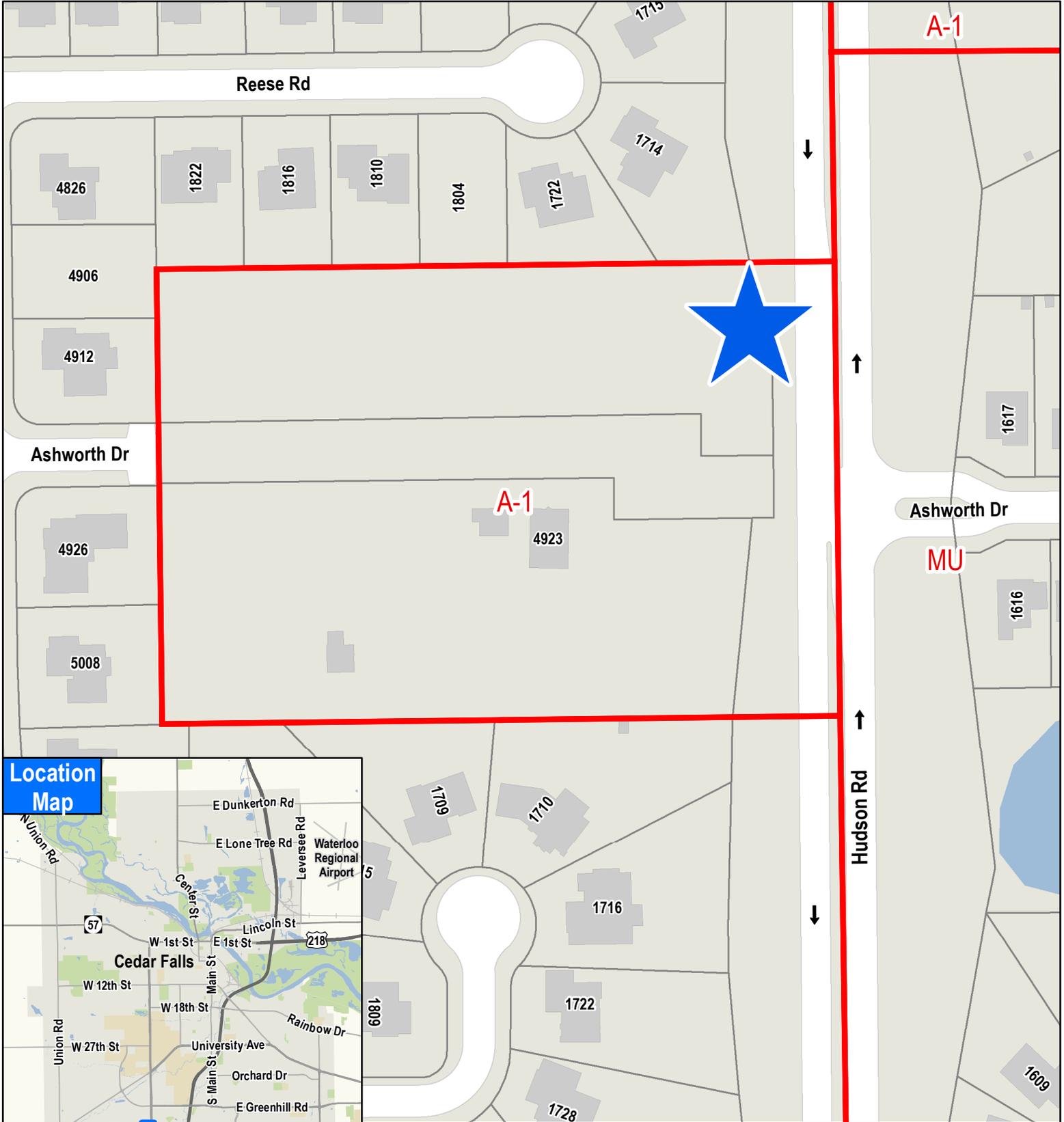
Ms. Crisman made a motion to approve the item. Ms. Grybovych seconded the motion. The motion was approved unanimously with 6 ayes (Crisman, Grybovych, Hartley, Leeper, Lynch and Moser), and 0 nays.

Attachments: Location Map
Right of Way Vacation Exhibit

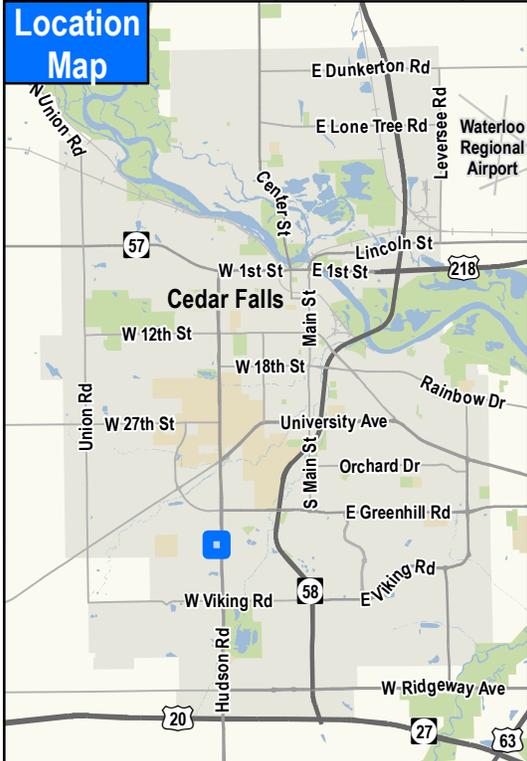
Cedar Falls Planning and Zoning Commission

April 12, 2023

Item 7.



Location Map



Nicol Right-of-Way Vacation (VAC23-001) Hudson Road

Area to be
Vacated
1728 Sq. Ft.



Hudson Road

Ashworth Dr

4923

1617

Hudson Road Right-of-Way Vacation

Prepared by: Thomas Weintraut, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600
 After Recording, Return to: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

ORDINANCE NO. 3030

AN ORDINANCE VACATING A PORTION OF RIGHT-OF-WAY ABUTTING HUDSON ROAD, 200 FEET NORTH OF THE INTERSECTION OF HUDSON ROAD AND ASHWORTH DRIVE, IN THE CITY OF CEDAR FALLS, IOWA (VAC23-001)

WHEREAS, the Planning & Zoning Commission has considered a request to vacate 1,728 square feet of public right-of-way located along the western edge of Hudson Road; and

WHEREAS, the Commission has determined that there is an excess amount of land in the aforementioned location that is not currently used for right-of-way purposes nor will it be used in the future for such purpose; and

WHEREAS, the Commission recommends that it is in the best interest of the City to vacate the subject portion of right-of-way, retaining perpetual easements for utilities, with the intent to make said area of land available for purchase according to Section 306.23, Iowa Code.

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

SECTION 1. A portion of the public right-of-way located along the western edge of Hudson Road north of the intersection with Ashworth Lane, hereinafter described, is hereby vacated:

A PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION NO. 26, TOWNSHIP NO. 89, RANGE NO. 14 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 13 OF PRAIRIE WINDS 4TH ADDITION, ALSO BEING THE WEST RIGHT OF WAY OF HUDSON ROAD, THENCE S89°52'43"E 21.60'; THENCE S00°19'59"W 80.31'; THENCE N89°55'21" 21.42' ALONG THE

SAID RIGHT OF WAY OF HUDSON ROAD; THENCE N00°12'25"E 80.33'
ALONG THE SAID RIGHT OF WAY OF HUDSON ROAD TO THE POINT OF
BEGINNING, CONTAINING 0.04 ACRES MORE OR LESS.

SECTION 2. All Ordinances or parts of Ordinances in conflict with the provisions of
this Ordinance are hereby repealed.

INTRODUCED: _____ May 15, 2023 _____

PASSED 1ST CONSIDERATION: _____ May 15, 2023 _____

PASSED 2ND CONSIDERATION: _____ June 5, 2023 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street

June 5, 2023

The meeting of Standing Committees met at City Hall at 5:35 p.m. on June 5, 2023, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Dustin Ganfield, Gil Schultz, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

Committee of the Whole:

Chair Harding called the meeting to order and introduced the only item on the Committee of the Whole Agenda, Council Policy on Official City Proclamations and introduced Mayor Green. Mayor Green turned the discussion over to Councilmembers. Councilmembers discussed the previous proclamation process that included proclamation approval by Mayor during the Special Presentations portion of the City Council agenda, what proclamation processes do other cities use, emergency proclamations and incorporating special presentations in lieu of proclamations with each presentation limited to 5 minutes. Mayor stated he would only issue emergency proclamations. It was motioned by Ganfield and seconded by Kruse to have staff amend CFD 1127: Council Policy – Official City Proclamations to remove City Council approval of proclamation. The motion was put to vote. Aye: deBuhr, Dunn, Harding, Kruse, Ganfield, Schultz, and Sires. Nay: None. Motion passed.

Community Development Committee:

Chair Harding called the meeting to order and introduced the only item on the Community Development Committee, Open Space Policies within Subdivisions and introduced Karen Howard, Planning & Community Services Manager. Ms. Howard gave an overview of the City's requirements for open space for new subdivisions, code requirements, and legal limitations. Ms. Howard explained that staff references the Cedar Falls Parks Plan from 1996 and the Comprehensive Plan from 2012. Ms. Howard stated that staff would request to develop a new Park & Public Lands Master Plan in FY25 & FY26. Councilmembers discussed hiring a consultant for the Park & Public Lands Master Plan, playground equipment in open spaces, City purchase of land to develop the open space, HOA fees, and space for celebrations in open spaces. Councilmembers decided to continue discussion at goal setting.

Finance & Business Operations Committee:

Chair Dunn called the meeting to order and introduced the first item on the Finance & Business Operations Committee, Parking Permits for Downtown Municipal Lots and introduced Marcie Breitbach, Administrative & Parking Supervisor. Ms. Breitbach presented the reasons for 48-hour parking, how 48-hour parking is enforced, and possible options. Ms. Breitbach included three options for Councilmembers to review that included the pros and cons. Option 1: No enforcement of 48-hour parking limit in downtown municipal lots for permit holders. Option 2: Continue to enforce 48-hour parking time limit in municipal lots regardless of parking permit status or residency. Option 3: Continue enforcing the 48-hour limit for regular parking permit holders with an option to apply for temporary long-term parking when needed and paying an additional cost per day through a separate application process. Staff recommended option 2. Councilmembers discussed the courtesy warning, parking permit cost, including residential long-term parking with a higher fee and proof of residency (Driver's license, rental lease, owner of building, car registration), residential spaces needed, percentage of spaces sold, and how many spaces remain for customer parking. Chair Dunn called for public comment. Julie Shimek, Cedar Falls, spoke in favor of a long-term permit and the inconvenience of relocating vehicles. Dawn Wilson, Cedar Falls, agrees with residential long-term parking permits. Josh Wilson, Cedar Falls, agrees with residential long-term parking permits, and supports a courtesy call before towing a vehicle. Gabe Groothuis, Cedar Falls, agrees with residential long-term parking permits. Brian Heath, Operations & Maintenance Division Manager, explained the plowing process in the downtown parking lots and the newer obstacles in the lots.

It was motioned by Kruse and seconded by Harding to implement long-term residential parking permits in the downtown city parking lots. After discussion, it was moved to amend the motion by

Harding and seconded by Schultz to bring options for implementation of residential parking permits in the downtown city parking lots to the committee. The motion was put to vote. Aye: Sires, Harding, Kruse, Schultz. Nay: Dunn, Ganfield, and deBuhr. Motion passed.

Item 8.

Finance & Business Operations Committee:

Chair Dunn called the meeting to order and introduced the second item on the Finance & Business Operations Committee, FY2024 Cash Management Report and introduced Lisa Roeding, Controller/City Treasurer. Ms. Roeding reviewed the investments and rates of return, operating cash reserves and provided an outline of our financial position, and capital expenditures. Ms. Roeding stated that in FY2024 we will watch cash reserves that include the rollback and state backfill, national and local economies and any state legislature action. It was motioned by Ganfield and seconded by Kruse to recommend approval of the FY2024 Cash Management Report. The motion was put to vote. Aye: deBuhr, Dunn, Harding, Kruse, Ganfield, and Schultz. Nay: Sires. Motion passed.

Meeting adjourned at 7:26 p.m.

Minutes by Kim Kerr, Administrative Supervisor

From: Anne Bonsall Hoekstra <
Sent: Monday, June 12, 2023 8:44 PM
To: boards <boards@cedarfalls.com>
Cc: Cory Hurless <Cory.Hurless@cedarfalls.com>
Subject: [EXTERNAL] Resignation

CAUTION: This email originated outside the City of Cedar Falls email system.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom it May Concern:

Please consider this my official notice of resignation from the City of Cedar Falls' Arts and Culture Board. I have thoroughly enjoyed serving on this board and hope to continue to remain actively involved in the arts in the Cedar Valley.

With gratitude,

Anne Hoekstra

--

Anne Bonsall Hoekstra



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

FROM: Mayor Robert M. Green

TO: City Council

DATE: June 12, 2023

SUBJECT: **Appointment of Human Rights Commissioners**

REF: (a) Code of Ordinances, City of Cedar Falls §12-27: Human Rights Commission
(b) Iowa Code §69.16A: Gender Balance

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following citizens for appointment to the Human Rights Commission to fill current vacancies:
 - Ms. Gina Weekley – Full Term ending 7/1/2026
 - Mr. Jason Droste – Full Term ending 7/1/2026
 - Ms. Madeleine Seymour – Remainder of Term ending 7/1/2024
 - Mr. Tyler W. Ingham – Remainder of Term ending 7/1/2024
2. General Applications and Candidate Questionnaires are attached for your consideration.
3. These appointments comply with the provisions of reference (b).
4. My thanks go to the selection panel, chaired by City Councilor Kelly Dunn, for their excellent work in vetting these excellent candidates for your consideration.

Encl: (1) General Application & Candidate Questionnaires for Weekley, Seymour, Droste, Ingham

Xc: City Administrator
Director, Finance and Business Operations
Chair, Human Rights Commission
Human Rights Commission Staff Liaison

###



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: **Gina** **Weekley** Gender: **F** Date: **7/18/22**
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Cell Phone: **same**

Employer: **Central Rivers AEA** Position/Occupation: **Coordinator of DEI**

If Cedar Falls resident, length of residency: **10 months** City Ward: **5** I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

COMMUNITY INVOLVEMENT: Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

Executive Board, Treasurer, Ambassadors for Christ Church- February 2016-Present
 Advisory Board Member, Salvation Army Waterloo Corps-May 2016- Present
 Grant Seeker Panel Member, Iowa Council of Foundations-February 2018
 Executive Board, Treasurer, Trojans United Booster Club-September 2019-Present
 Board Member, Inclusion Connection, March 2021-Present
 Board Member, Riverview Center, September 2021-Present
 Cultural Broker, UNI Center for Education Transformation Trauma-Informed Practice- March 2020-Present
 Volunteer Facilitator or Stereotypes and Biases, One City Iowa-Momentum Program
 Board Member, Cedar Valley Boys and Girls Club-January 2022-Present

QUALIFICATIONS: Please list any special qualifications for board service, including skills, training and certifications.

I believe my experience as a board member for several local nonprofits, along with my educational experience equip me to serve. I hold both a Bachelors's and Masters's degree from the University of Northern Iowa. My graduate studies were in nonprofit leadership and philanthropy studies. In addition to this, I have various certifications in facilitation, leadership, and service.

MOTIVATION: Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

Often times as community members we complain about the things that happen around us but don't own the fact that they won't change unless we are a part of the change. I want to be a part of good change within my community. I believe my community advocacy, professional experience, and leadership will be a value add. I also believe my experience with diversity, equity, and inclusion will provide insight.

POTENTIAL CONFLICTS OF INTEREST: Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

None that I am aware of.

REGINA WEEKLEY

Cedar Falls, IA 50613

PROGRAM DEVELOPER| COORDINATOR|COACH|FACILITATOR

Quality-focused transformational leader known for the ability to foresee and create successful outcomes in complex situations. Advanced skills in staff training and development, community relationship building, Board/employee relations, finance/marketing leadership, and strategy planning. Demonstrated history of concurrently directing multiple projects through all phases while delivering organizational change management to obtain top-tier results for programs and learning initiatives and program management, focusing on business value, risk management, and customer success. Proven experience in assisting, leading, and guiding agencies in their Diversity, Equity, and Inclusion (DEI) Efforts through employment and volunteer board service.

Core Knowledge & Skill Areas

- “Certified Nonprofit Professional”
- Cultural Competency
- Cross-Sector Collaboration
- Effective Decision-Making
- Leadership Development
- Ethical Leadership
- Adept Researcher
- Policy overview
- Recruiting
- Human Resource Management
- Nonprofit Business Models
- Project Management
- Communications (written and verbal)
- Performance Evaluation
- Volunteer Management
- Risk Management
- Strategic Planning
- Strategic Partnerships
- Workshop Facilitation

EXECUTIVE HIGHLIGHTS

Built solid track record of successfully leading innovative programs, turnarounds, and agency growth

- **Agency Development** – Assisted in the strategic planning of an agency and compiled the budget data from the 2016 fiscal year and developed a proposal for expense saving and revenue-building that was accepted and implemented by the Executive Director resulting in increased revenue for future years.
- **Program Start-Up** – Created and implemented a youth development program that included collaboration between the local school district, University, and nonprofit agencies that provided out-of-school time services to over 500 students. This included securing over 1 million dollars in funding to operate.
- **Operational Management** – Implemented a new processing system to innovate the company, increase stability and decrease errors. Including but not limited to the development of an employee handbook, policy review and updates, revised onboarding, and implementation of professional development plans for staff satisfaction and retainment.
- **Strategic Planning** -Negotiated with the executive director and program managers to collaborate and change human resource paperwork and expense reporting so that the department can pass both internal and external audits and become compliant with federal laws.
- **Transformational Change** – Used strong problem-solving and creative skills to execute business strategy activities inclusive of training, development, strategic planning, process improvement, data analysis, and organizational strategy.
- **Coaching and Development**-successfully completed certification in Certified Facilitator and implemented workshop and coaching cycles to produce results in leadership, culture, and academics in 15 Cedar Valley Schools. Also, successfully completed an ongoing learning cycle of Equity in Education with over 50 educators.

CAREER HISTORY & ACCOMPLISHMENTS
COORDINATOR OF DIVERSITY, EQUITY, AND INCLUSION**July 2022 – Present**

Central Rivers Area Education Agency – Cedar Falls, IA

- The Coordinator of Diversity, Equity, and Inclusion (DEI) will develop and implement the organization's diversity initiatives and strategy to attract, hire, and maintain a diverse workplace.
- Collaborate with community and district stakeholders to develop, implement and monitor programs designed to ensure fair and equitable treatment of individuals.
- Develop, implement and monitor programs and processes that promote and sustain diversity and equity.
- Design, coordinate, and/or facilitate diversity and equity workshops, presentations, learning opportunities and other strategies that promote diversity, equity and inclusion.
- Review, recommend, and implement policies, regulations and procedures that address issues of disproportionality, diversity and cultural competency.
- Serve as a coordinator and liaison to develop mutually beneficial relationships and partnerships with community organizations that surround issues of equity.
- Provide assistance, advice, coaching and consultation to schools, community organizations and local government regarding cross-cultural competency, as well as
- policies and practices from the lens of diversity and equity.
- Coordinate data collection, entry, and reporting processes relative to equity work and practices. Use data to monitor and report progress in areas impacted by disproportionality.

COACH/FACILITATOR**June 2021 – Present**

Leader Valley – Waterloo, IA

- Obtained certification in the following Franklin Covey Content:
 - Unconscious Bias: Understand Bias: to Unleash Potential
 - Equity in Education
 - The 7 Habits of Highly Effective People
 - Change: How to Turn Uncertainty into Opportunity
 - Speed of Trust Foundations
 - Get Better: 15 Proven Practices to Build Effective Relationships at Work
 - The 6 Critical Practices for Leading a Team
 - The 5 Choices to Extraordinary Productivity
 - Empowering Instruction
 - Core-Leadership, Culture, and Academics
- Coordinated, developed, and delivered educator, student, parent, and community workshops and training.
- Engaged in ongoing coach and facilitator certification opportunities.
- Utilized workshop feedback to enhance future delivery and enhance offerings.
- Provided coaching support to 15 schools, leadership teams, administrators, and committees.
- Created, monitored, and refined the action plan development and implementation for individual Leader in Me Schools.
- Provided programmatic and professional development support to move all Cedar Valley schools through the Leader Valley Readiness model, from exploration and onboarding to implementation and Lighthouse designation.
- Developed several partnerships that advanced the programmatic or workshop needs for educators, students, parents, and higher education.
- Created and maintained relationships with district and building level administrator teams
- Create and maintain relationships with businesses, educators, and parents in the community.
- Identified opportunities to embed Leader in Me/Leader Valley into existing Grow Cedar Valley, district, higher education, and community events.
- Assisted with special projects, fundraising, Leader Valley Council, and Grow Cedar Valley Activities.
- Collaborated with the Leader Valley Director to complement programmatic and systemic changes including diversifying our council and program service area.

DISTRICT AT-RISK SUPPORTS/SUMMER PROGRAM COORDINATOR**Sept 2017 – June 2021**

Waterloo Community Schools – Waterloo, IA

- Initiating and setting goals for programs according to the strategic objectives of the district that serves 4887 students
- Planning the academic and enrichment programs from start to completion involving deadlines, milestones, and processes
- Develop and oversee an operational budget of 1 million dollars annually
- Devise evaluation strategies to monitor budget performance and determine the need for amendments
- Lead stakeholder meetings to secure both local and national partnerships and funding for program sustainability
- Supervise all program and project managers involved to provide feedback and resolve complex problems
- Discover ways to enhance the efficiency and productivity of procedures and people
- Apply change, risk, and resource management principles when needed
- Review and analyze reports prepared by managers to determine progress and issues
- 21st Century Grant Management including but not limited to:
 - Financial monitoring
 - Maintaining progressive and well-structured expenditure reports that relate to this project alone
 - Tracking expenditure against budgets, and keeping detailed notes explaining any discrepancies
 - Providing leadership to all project staff
 - Ensuring staff are on track to meet deadlines set by the grantmaker and/or agreed to during the application/contract phase
 - Supervising staff activities to identify any deviations from the intended purpose of the project
 - Evaluate the impact of each staff member's activities to ensure time is being effectively used and distributed throughout the project.
 - Milestone monitoring
 - Reviewing each milestone date to assess compliance, and documenting any deviations
 - Reporting to the grant maker as agreed/appropriate.
 - Ensure program operations and activities adhere to legal guidelines and internal policies
- Ensure senior management is informed with detailed and accurate reports or presentations
- Lead conflict resolution regarding students issues, through parent contact and building administrator contact
- Lead problem solving for students including students with 504 Plans or Individual Education Plans and students with special medical needs and Individual Health Plans
- Provide guidance to teachers and administrators for behavior intervention, student-driven issues, and appropriate discipline coordination
- Coordinate the cooperative efforts between schools and community agencies in providing services to students

SENIOR DIRECTOR OF YOUTH SERVICES

June 2015 – Sept 2017

YMCA – Waterloo, IA

- Increased programming capacity from 12 to 15 program sites and the number of youth served from 400 to over 900 annually.
- Responsible for the development and implementation of all 15 youth services programs that serve over 900 children annually.
- Secured State operating licenses for 7 after-school program sites.
- Provided leadership to over 90 team members.
- Manage the budgets of programs including expenditure reports.
- Recovered over \$152,000 of funds from the Department of Human Services by implementing a systematic approach to billing.
- Lead stakeholder meetings to secure partnerships and funding for program sustainability
- Obtained a contracted partnership with Tri-County Head Start that increased quality and program revenue by \$90,000 annually and funding for a playground to be built by August 2016 totaling \$110,000.
- Responsible for grant writing and management.
- Secured a \$12,500 United Way grant to implement a technology program in YMCA School Age Programs.
- Secured \$11,000 in grant funds and contributions from local foundations and donors to purchase software for electronics.
- Secured a community partnership with the Waterloo Community School District and Cedar Valley Readers which secured over \$1 million in funding to operate a Summer Learning Academy designed to curb summer learning loss for over 200 at-risk youth within the Waterloo Community.
- Successfully networked in the community and recruited the top number of new donors and donations to the annual campaign.

BEHAVIOR INTERVENTION SPECIALIST

Sept 2014– June 2015

Waterloo Community Schools – Waterloo, IA

- Monitored, redirected, and modified student progress regarding inappropriate behaviors and performance.
- Administered intensive behavior intervention programs to specific students.
- Monitored, observed, and reported behavior of students
- Served as a Positive Behavior Intervention Systems school leader.

PROGRAM MANAGER-Out of School Time Services

Sept 2008 – Aug 2014

YWCA of South Hampton Roads – Norfolk, VA

- Responsible for planning and implementation of youth programming services.
- Oversaw financial accounting, management, and supervision of at least 50 staff.
- Ensured compliance with licensing regulations, and operated violation-free for 5 consecutive years.
- Collaborated with the public school system to provide quality experiences, such as service-learning, tutoring, remediation, recreation, and youth development to students.
- Responsible for grant management and reporting; specifically United Way and AmeriCorps.

EDUCATION

Master of Arts – Philanthropy and Nonprofit Development

May 2019

University of Northern Iowa – Cedar Falls, IA

Bachelor of Arts – Liberal Studies

Apr 2016

University of Northern Iowa – Cedar Falls, IA

PROFESSIONAL AFFILIATIONS

Executive Board, Treasurer, Ambassadors for Christ Church- February 2016-Present

Advisory Board Member, Salvation Army Waterloo Corps-May 2016- Present

Teaching Young Children Editorial Advisory Panel, National Association for the Education of Young Children (NAEYC), March 2017-Present

Grant Seeker Panel Member, Iowa Council of Foundations-February 2018

Executive Board Member, Exceptional Persons Incorporated (EPI)-June 2018- June 2021

Nonprofit and Foundations Partnership Day Conference Facilitator, Iowa Council of Foundations- August 2018

Executive Board, Treasurer, Trojans United Booster Club-September 2019-Present

Board Member, Inclusion Connection, March 2021-Present

Board Member, Riverview Center, September 2021-Present

Cultural Broker, UNI Center for Education Transformation Trauma-Informed Practice- March 2020-Present

Volunteer Facilitator or Stereotypes and Biases, One City Iowa-Momentum Program

Board Member, Cedar Valley Boys and Girls Club-January 2022-Present

HONORS AND AWARDS

YMCA Staff Campaigner of the Year, Annual Campaign-February 2017

Nonprofit Staff Leader of the Year, Nonprofit Leadership Alliance (UNI)-May 2017

20 under 40 Award Recipient, Waterloo-Cedar Falls Courier -November 2017

High Flier Award Recipient, Waterloo Community School District-December 2018

YWCA Women of Persimmon Award Nominee, Black Hawk YWCA-May 2019

Frances Mills Child Advocate of the Year Award, Family and Children's Council-October 2019

Keynote Speaker, Cedar Valley LGBTQ Workplace Culture Summit, One Iowa -November 2019

Community Achievement Award, Project Ready- July 2021



HUMAN RIGHTS COMMISSION CANDIDATE QUESTIONNAIRE

Name: Gina Weekley

Date: 3/16/2023

Can you regularly attend commission meetings on the 2nd Monday of the month at 6pm at the Public Safety Center?

Yes

No

1. Why are human rights and civil rights laws and regulations necessary?

Human rights and civil rights laws and regulations serve as necessary protection from social oppressors and those who intentionally or unintentionally seek to do others harm. However, we know it isn't humanly possible to always disrupt the mistreatment, and in the case of poor treatment, they allow us to speak up and advocate for ourselves and others through the legal system. I believe it is important that we understand, recognize and fight for our civil rights because they defend our freedoms and protect us from discrimination, unequal treatment, or other violations of civil rights based on characteristics such as race, gender, religion, language, or status.

2. What unique contributions or perspective can you bring to the Human Rights Commission?

Most importantly, I can bring my lived experience to the Human Rights Commission. I have experienced oppression firsthand as a result of my identities of a black woman who is openly LGBTQ. These experiences have deepened my desire to learn more about this work and live my life in advocacy so that others do not have to experience oppression, simply because they live. I am a certified diversity professional, life coach and hold both a masters and bachelors from UNI.

3. What experience do you have with diverse community groups and diversity/inclusion education?

For the past 20 years I have worked for and with At-risk, underserved and diverse populations. Whether it was in school districts, nonprofits or community service. Currently, I lead the Diversity, Equity and Inclusion efforts of Central Rivers AEA at the state level. In this role, I lead or educational efforts along with systems change. This includes developing and implementing a DEI strategic plan.

4. What suggestions/ideas would you offer to improve advocacy, education, and outreach efforts of the Human Rights Commission?

The greatest suggestion I believe I could offer is for the commission to be dedicated to continuously learning. If we want to see our community grow and flourish, we have to continue to learn. Also, be understanding that learning comes in various forms-attending community events, professional learning sessions, book studies, watching and discussing movies or series. This level of work requires ongoing learning opportunities, the ability to be present, aware of our biases and a commitment to disrupting them. Then I believe we will be able to better advocate for community members.

5. What resources and activities would you employ to be an informed Human Rights Commissioner?

I am a life-learner. At least once a week I am engaged in some sort of learning online or in person. I also commit to reading at least 1 book every 2 weeks. This includes learning about different cultures and how to properly engage with them.

6. Why are you interested in serving on the Human Rights Commission?

I am interested in serving on the Human Rights Commission because I spent so many years talking about how the system needs to change. I can admit that I pointed the finger at our leaders until I realized in order for the system to change, I needed to change how I saw it. I now realize, if I want to see change I must be a part of the change. This is my first step in being part of the change I want to see in the community I live in!

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

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



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: Jason H Droste Gender: M Date: 6/9/2022
First MI Last

Home Address: Home Phone:

Work Address: Remote Work Phone:

E-mail Address: Cell Phone:

Employer: American Thoracic Society Position/Occupation: Senior Web Developer

If Cedar Falls resident, length of residency: 3 years City Ward: 1 I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at https://bit.ly/cf-boards

- Art and Culture Board, Board of Adjustment, Board of Appeals, Board of Electric Examiners & Appeals, Board of Mechanical Examiners & Appeals, Board of Plumbing Examiners & Appeals, Board of Rental Housing Appeals, Civil Service Commission, Community Center & Senior Services Board, Health Trust Fund Board, Historic Preservation Commission, Housing Commission, Human Rights Commission, Library Board of Trustees, Parks & Recreation Commission, Planning & Zoning Commission, Utilities Board of Trustees, Visitors & Tourism Board

COMMUNITY INVOLVEMENT: Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

Iowa national Guard 01-07, 'Get out and vote' voluteer, community and benefit fundrasing through local music, Toys for tots, Amnesty International benefit organizer, Voluteer for ADA (Americans for Democratic Action), Voluteer at the Central Iowa Food Bank

QUALIFICATIONS: Please list any special qualifications for board service, including skills, training and certifications.

Communications Expert in the military, Web developement (senior level), Music Tutor, Army medal of Commendation.

MOTIVATION: Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

I can bring in the perspective of a person of diverse background and varied experiences that can benefit the council. I am bringing knowledge and understanding related to equality, diversity, and human rights due to my extensive travel throughout the country and Europe combined with my education.

POTENTIAL CONFLICTS OF INTEREST: Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

None

HUMAN RIGHTS COMMISSION CANDIDATE QUESTIONNAIRE



Name: Jason Droste

Date: 9/6/22

Can you regularly attend commission meetings on the 2nd Monday of the month at 6pm at City Hall? Yes No

1. Why are human rights and civil rights laws and regulations necessary?

They are necessary because otherwise basic rights and opportunities will be denied to excluded and minority groups. Everyone deserves dignity, equal rights, and opportunity in this country.

2. What unique contributions or perspective can you bring to the Human Rights Commission?

I currently work for a non-profit (American Thoracic Society). It is a great pipeline to education and certify doctors in the pulmonary disciplines. I work with doctors from around the country and globe, keeping them connected with their peers and facilitating education opportunities.

The perspective I can bring is that of a multiracial minority that grew up in Iowa. My wife is from Europe (we travel to her home country for extended visits every year), and has her PhD in education, giving a unique look at our town/state's educational systems in contrast to Europe's educational systems (they are not all of the same but have many of the same thoughts and trends towards educational science). My daughters are multiracial growing up in Cedar Falls, so I have investment in their experiences and rights.

3. What experience do you have with diverse community groups and diversity/inclusion education?

I work with a multitude of different community groups as well as work in a very diverse group of people (the non profit I work for is in New York). Through my years of playing music and by the nature of my layered ethnicity I worked with many different artists from a wide variety of back grounds and nationalities. Music shares and transcends culture at the same time. My experience with inclusion in education comes with assisting my wife with her educational research, we analyzed various demographic information of students in Waterloo and Cedar Falls. We were able to statistically infer the relationships between, ethnicity, social economic status, and location.

4. What experience do you have with discrimination case review and/or investigation?

I have had to deal with discrimination quite a bit growing up and living in Iowa. I have an overall idea of how the process works. I also have legal resources that deal specifically with discrimination and immigration

5. What resources and activities would you employ to be an informed Human Rights Commissioner?

I keep myself well informed as best I can. I rely on data and expertise. Personal resources-> Parrish Law firm for legal advice concerning discrimination. They are well versed defense attorneys. For analysis of stats and data concerning educational practices, science, and local demographic information, I have Personal resources with the UNI's college of education.

6. Why are you interested in serving on the Human Rights Commission?

There are many reasons why I would like to serve on the Human Rights commission but I will stick with a few core reasons.

My family. My oldest is in the Cedar Falls schools system and my youngest will be in the same school system in a few years. My wife teaches at the university. We are heavily invested in the community.

Personal experience as growing up as a minority in Iowa. I bring a unique perspective on how minorities are treated in Iowa, the challenges we face. I lived in Waterloo and Cedar Falls for about the same amount of time. I am familiar with the region as a whole.

I want to help others. Having perspective of direct need of the Human Rights commission, I would like to help!

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

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



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: Madeleine K Seymour Gender: F Date: 4/6/2023
First MI Last

Home Address: Home Phone: N/A

Work Address: N/A Work Phone: N/A

E-mail Address: Cell Phone:

Employer: Jack Henry Position/Occupation: Web Implementation Coordinator

If Cedar Falls resident, length of residency: 25 Years City Ward: 1 I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at https://bit.ly/cf-boards

- Art and Culture Board
Board of Adjustment
Board of Appeals
Board of Electric Examiners & Appeals
Board of Mechanical Examiners & Appeals
Board of Plumbing Examiners & Appeals
Board of Rental Housing Appeals
Civil Service Commission
Community Center & Senior Services Board
Health Trust Fund Board
Historic Preservation Commission
Housing Commission
Human Rights Commission
Library Board of Trustees
Parks & Recreation Commission
Planning & Zoning Commission
Utilities Board of Trustees
Visitors & Tourism Board

COMMUNITY INVOLVEMENT: Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

See attached PDF

QUALIFICATIONS: Please list any special qualifications for board service, including skills, training and certifications.

See attached PDF

MOTIVATION: Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

See attached PDF

POTENTIAL CONFLICTS OF INTEREST: Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

My father, Bob Seymour, was the Director of Economic Development for Cedar Falls for 28 years. While I don't see there being any conflict of interests, there are many city employees and council members who have known him for a long time, and therefore may have some ties with me as well.

COMMUNITY INVOLVEMENT

Growing up in Cedar Falls and having also attended a private school where community service was a requirement, I have tried to spend a portion of my free time working towards serving Cedar Falls in any area where help could be utilized. As a St. Patrick's church parish member and St. Patrick's school alumni, I have cooked and served meals for both Community Meals and the Catholic Worker House. I also have given my time to mentor students at St. Patrick Catholic School and Waterloo Columbus when staff members have reached out needing someone to speak about the marketing profession and being a woman in the marketing/business field.

I have also started to donate my time and money to Variety Iowa, a charity that focuses on at-risk, underprivileged, critically ill, or children with special needs in Iowa. I have been especially focused on supporting events and projects that help fund improving accessibility access throughout the state and providing accessibility tools to special needs children and their families.

Last, I have often helped and volunteered at the Cedar Basin Music Festival (part of the Sturgis Falls Celebration) with set-up and tear-down duties and volunteering in the beverage tent. This celebration is a highlight for the Cedar Falls community and I'm happy to help make it an enjoyable experience for other members of the city community!

QUALIFICATIONS

My current company, Jack Henry, does a great job in offering groups and internal committees focused on many areas of diversity, equity, and sustainability. When I started, I joined several of these BIGs (Business Innovation Groups) in order to stay in touch with knowledge, conversations, and tactics to improve equity in the workplace, as well as to challenge myself to reflect on any internal or inherent biases that I may have and grow to be an even better advocate for equity and inclusion as both an employee and in my personal life.

I am currently a member of:

- **PRISM Big** – aims to create an equitable space that promotes a culture of inclusion and innovation for LGBTQIA+ associates and their allies.
- **Women at Jack Henry Big** – which aims to build a culture where all women at Jack Henry are empowered to reach their fullest potential.
- **jhAVID Big** – which focuses on disability advocacy, awareness, and inclusion and advocates for awareness of both visible and invisible disabilities.
- **Mosaic of People Big** – which wants to make sure the people, cultures, and stories of JH employees are represented, included, and celebrated in our organization.
- **Go Green Big** – which aims to support Jack Henry's commitment to environmental stewardship.

Finally, I recently completed and received a certificate via LinkedIn Learning for completing the “Cultivating Cultural Competence and Inclusion” course, taught by Mary-Frances Winters.

MOTIVATION

My motivation for wanting to be a part of the Cedar Fall's Human Rights Commission is because I love this city and want to see it live up to its fullest potential. I have lived in Cedar Falls for much of my life, and I want it to remain a place that we can be proud to call home and feels welcoming and equitable for ANY person who visits or lives here. We are currently living through a time in history with a lot of civil discourse and a demand for social justice change. I truly believe Cedar Falls has the people and the resources to improve in these areas and even become a leader in diversity, equity, inclusion, and belonging in the state. I would be honored to serve on this city commission because often the only way to make the change you want to see is to become involved and active and BE the change you want to see (hat tip to Mahatma Gandhi for that inspiration). Even if our state leadership is supporting bigoted legislature, we as a city can show that we are a safe haven for those communities under attack and persecution.

I feel that I personally can contribute to this commission by bringing the perspective of a young-millennial woman. While women and all those who identify as women face their own hardships in a historically male-dominated society, the perspectives and beliefs surrounding those struggles can change drastically with every generation. I think having age diversity on this commission, in addition to gender, cultural, and racial diversity, is massively important and will help diversify the ideas of the commission as well as bring perspective on ways to attract younger members and supporters.



HUMAN RIGHTS COMMISSION CANDIDATE QUESTIONNAIRE

Name: Madeleine Seymour

Date: 4/7/23

Can you regularly attend commission meetings on the 2nd Monday of the month at 6pm at the Public Safety Center?

Yes

No

1. Why are human rights and civil rights laws and regulations necessary?

Human rights and civil rights laws and regulations are necessary to maintain that our government supports and creates an equitable place to exist for all regardless of the feelings or prejudices that those in power may feel toward specific community groups. Human rights and civil rights laws aim to help even the proverbial playing field of life and allow those groups who may have been persecuted in the past to receive the same legal rights and opportunities as the historic majority groups. These types of rights and legislation also allow every citizen the opportunity to pursue their personal rights of life, liberty, and happiness as illustrated in the Constitution.

2. What unique contributions or perspective can you bring to the Human Rights Commission?

I feel that I personally can contribute to this commission by bringing the perspective of a young millennial woman. While women and all those who identify as women face their own hardships in a historically male-dominated society, the perspectives and beliefs surrounding those struggles can change drastically with every generation. I think having age diversity on this commission, in addition to gender, cultural, and racial diversity, is massively important and will help diversify the ideas of the commission as well as bring perspective on ways to attract younger members and supporters.

I also think I can bring the perspective of someone who has grown up in the Cedar Falls community and chosen to stay as an adult. I have seen the landscape of Cedar Falls grow and change throughout my entire life and I think this perspective will allow me to critically assess where Cedar Falls has started in terms of equity and inclusion and where we can aim to head while still understanding the people currently living within the city community.

Finally, I am committed to always being open to learning and knowing that I am not an expert in things I haven't had a lived experience in. I think this commitment to learning and listening will be essential in working as a group to do what's best for improving the DEI experience in Cedar Falls.

3. What experience do you have with diverse community groups and diversity/inclusion education?

The state of Iowa can often feel a little limiting in terms of exposure to diversity and culture, but I am very grateful for having grown up in the Cedar Valley which has some unique opportunities for exposure and learning from other cultures. When I was in grade school, there was a large population of Bosnian refugees moving into the area and it was great from an early age to learn and understand how people can come from completely different backgrounds and learning, adapting, and respecting gives your fellow human beings the dignity they deserve. It was also very eye-opening to make friends that were fleeing actual violence in their native homes and expand my cultural knowledge and understanding at that young age.

Moving into high school, I experienced nearly the same thing. My high school and the Cedar Valley were once again taking in a large number of Burmese refugees. Being a little older and having my previous experience with refugee peers, it was awesome to be a little more prepared to emotionally support and welcome this group of people that were learning a completely new culture. I helped as a member of the student council to create welcome events and student support teams to help integrate these students into the Columbus High School community. Reflecting on this, I am so greatly appreciative of having a little more age and wisdom at the time and learning that when you have peers who might struggle with automatic empathy for differences across human beings, humanizing them and the issues they face makes a huge difference in improving peoples' views on DEI efforts.

As an adult, I have taken these formative experiences to really expand my worldview and make a concerted effort to promote inclusion and equity at the forefront of my personal and public social justice efforts. I have many close friends and family that identify as part of the LGBTQIA+ community, so therefore when making voting decisions or speaking out on my social media platforms I aim to always make it known that I am a voice of public support and allyship for them. These efforts extend to all marginalized groups and my goal is to make sure all people I meet feel that I am a safe space and advocate.

4. What suggestions/ideas would you offer to improve advocacy, education, and outreach efforts of the Human Rights Commission?

To improve the advocacy, education, and outreach efforts of the commission, I would aim to expand the partnerships that the Human Rights Commission currently has and reach out to more companies and organizations that are owned or run by people of color, women, or members of the LGBTQIA+ community. These partnerships would open doors to host various events, expand the reach and platform of the diversely owned businesses, and help connect the commission to even more connections with people who could serve or help educate the commission on DEI issues and solutions.

I also think that creating a focus on events that are targeted at multiple age range demographics will help to grow awareness about the commission and improve participation and support. Utilizing social media more effectively could help bring the younger, generally more progressive demographic of Cedar Falls residents into the fold. A connection directly with the UNI could also be beneficial in this area.

5. What resources and activities would you employ to be an informed Human Rights Commissioner?

To be an informed member and continue my own education regarding DEI topics, I will strive to find continuing education courses through LinkedIn or any of the diversity-focused groups that I am a part of through my company. I am lucky to work for a company that focuses on promoting inclusion and equity and sponsors groups with leaders and educators that I normally wouldn't be able to access. I am a part of the following groups that focus on education regarding the associated topics:

- **PRISM Big** – aims to create an equitable space that promotes a culture of inclusion and innovation for LGBTQIA+ associates and their allies.
- **Women at Jack Henry Big** – which aims to build a culture where all women at Jack Henry are empowered to reach their fullest potential.
- **jhAVID Big** – which focuses on disability advocacy, awareness, and inclusion and advocates for awareness of both visible and invisible disabilities.
- **Mosaic of People Big** – which wants to make sure the people, cultures, and stories of JH employees are represented, included, and celebrated in our organization.
- **Go Green Big** – which aims to support Jack Henry's commitment to environmental stewardship.

I am also personally aiming to expand my participation in events and celebrations that center around diversity including attending more Black History and Pride Month celebrations and any other culturally diverse events that I can access. I want to focus on listening to more members of marginalized communities and being an ally that doesn't center their issues around the experience of white people. Last, I am also aiming to expand my reading focus to books written by diverse authors that have themes centered around the lived experiences of marginalized people.

6. Why are you interested in serving on the Human Rights Commission?

My motivation for wanting to be a part of the Cedar Fall's Human Rights Commission is because I love this city and want to see it live up to its fullest potential. I have lived in Cedar Falls for much of my life, and I want it to remain a place that we can be proud to call home and feels welcoming and equitable for ANY person who visits or lives here. We are currently living through a time in history with a lot of civil discourse and a demand for social justice change. I truly believe Cedar Falls has the people and the resources to improve in these areas and even become a leader in diversity, equity, inclusion, and belonging in the state. I would be honored to serve on this city commission because often the only way to make the change you want to see is to become involved and active and BE the change you want to see (hat tip to Mahatma Gandhi for that inspiration). Even if our state leadership is supporting bigoted legislature, we as a city can show that we are a safe haven for those communities under attack and persecution.

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

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



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Thank you for your interest in volunteer civic service. Complete all sections of this application; please contact City Hall at (319) 273-8600 with questions. The City of Cedar Falls is committed to providing equal opportunity for citizen involvement.

Name: **Tyler** **W** **Ingham** Gender: **M** Date: **11/8/2021**
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Cell Phone:

Employer: **Bill Colwell Ford** Position/Occupation: **Finance Manager**

If Cedar Falls resident, length of residency: **6 mo.** City Ward: **4** I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

COMMUNITY INVOLVEMENT: Please describe past and present involvement in the community, including voluntary, social, city, religious, school, business and professional (include dates and offices held, if applicable).

Former Board of Supervisors member for Gladbrook, IA Corn Carnival Committee. Former Student Senate and Student Activities Council member for Marshalltown Community College. Member of the UNI Psychology Club. Over 1700 Volunteer community service hours logged.

QUALIFICATIONS: Please list any special qualifications for board service, including skills, training and certifications.

Education: Associate's of Science in Business Administration. Bachelors of Arts in Psychology

Qualifications including financial and business management, customer service, leadership, group management, education, safety, and written and verbal communication.

MOTIVATION: Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?

I am genuinely motivated to serve my community in any capacity I can. This includes a recent campaign for Cedar Falls School Board, as well as other leadership and community activities where I have resided.

POTENTIAL CONFLICTS OF INTEREST: Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

Member of the Black Hawk Democratic Central Committee. Acquaintances with Eric Giddens, Jeff Orvis, Nathan Gruber, Vikki Brown, and Bob Kressig. Friends living in Cedar Falls, including Cody and Eryn Hamann, Andrew and Sarah Scott, and John and Tracy Toenjes.



HUMAN RIGHTS COMMISSION CANDIDATE QUESTIONNAIRE

Name: TW Ingham

Date: 7/20/22

Can you regularly attend commission meetings on the 2nd Monday of the month at 6pm at City Hall? Yes → No

1. Why are human rights and civil rights laws and regulations necessary?

Unfortunately, we are in a society where there are those who do not feel everyone deserves the same respect and recognition as everyone else. Those who do not fit the definition of "normal" or "Expected" in society, such as those with disabilities, people of color, those who identify as alternative genders or sexual identities, and those of different sexual orientations all fit the same exact definition of Human as everyone else and deserve the same rights as everyone else. That is why Human Rights and Civil Rights Laws and Regulations are necessary; because without them, people in power would not allow those without power to have a voice.

2. What unique contributions or perspective can you bring to the Human Rights Commission?

I have spent many years working with people and organizations within different communities, such as the Marshalltown Community College Student Senate, the University of Northern Iowa PsyChi Psychology Organization and running for the Cedar Falls Community Schools Board of Directors engaging with members of the community to find the best avenues for engagement and common ground for all members of our community. My personal life as a more recent graduate of UNI and a younger citizen of Cedar Falls allows me a different perspective than a lot of older individuals who currently serve on community boards.

3. What experience do you have with diverse community groups and diversity/inclusion education?

In my work in community organizations, I have organized events and communicated with disability caucuses, minority caucuses, and LGBTQ caucuses within Black Hawk County. I have also worked with similar groups during my time at UNI and have volunteered time with the Iowa Special Olympics to create and facilitate a successful awards ceremony after a community engagement and education event.

4. What experience do you have with discrimination case review and/or investigation?

My experience with discrimination case review and investigation is limited, though I do have extensive experience in psychological, social/familial, and financial case review and investigation through work in employment in juvenile corrections as the leader of the Psychological Evaluation team for the Central Iowa Juvenile Detention Center, as a Care Coordinator for Lutheran Services in Iowa, and my current employment as a Finance Manager for Bill Colwell Ford.

5. What resources and activities would you employ to be an informed Human Rights Commissioner?

An individual who is engaged in their community and whose sole purpose is the betterment and success of their city's members and future is the individual that is best suited for a role in leadership for any commission position. My singular purpose is to make the city of Cedar Falls a better place to live and the best way I know to do that is by using my skills and resources, as well as connections, friendships, and activities in my service as a Human Rights Commissioner. Those resources include friends and family in the city of Cedar Falls that are available to provide advice and assistance when needed, connections and professional relationships in the greater Black Hawk County and Cedar Valley area that will better expand the reach of the Human Rights Commission and provide needed guidance, and education from the University of Northern Iowa, as well as continued self-led education that expands my knowledge-base to further gain access to skills and resources to serve the City of Cedar Falls.

6. Why are you interested in serving on the Human Rights Commission?

Without knowing the name for it, ensuring equal access to basic Human Rights has always been a major emphasis of mine. Since my early childhood, I have seen instances of discrimination and aggression to those who are not as privileged as others. Through my development into adulthood, I knew that if given the opportunity, I would jump to serve on any body that would take action to right those wrongs and make sure everyone is treated equally.



ROBERT M. GREEN

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

Item 11.

MEMORANDUM

Office of the Mayor

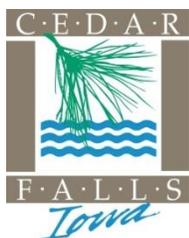
FROM: Mayor Robert M. Green
TO: City Council
DATE: June 14, 2023
SUBJECT: **Proclamation Requests for City Council Approval**
REF: (a) CFD 1117.22: Council Policy – Official City Proclamations

1. In accordance with reference (a), I am enclosing the following proclamation request(s) for Council consideration and approval:
 - a. Juneteenth Freedom Day – June 19th 2023 (backdated, due to my scheduling mistake; I still believe it is important to formally recognize the day, as we have done in past years).
 - b. Disability Pride Month – July 2023.
 - c. Ironman Battalion Day – July 11, 2023.

2. Based on the direction of the Committee of the Whole on June 5th, I understand that this may be the last instance where council would be in a position to approve proclamations, but given that reference (a) is still in effect at this time, I believe it is proper and appropriate for me to forward these three proclamations for your consideration.

Xc: City Administrator
Communications Specialist

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CITY COUNCIL AND MAYOR
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600

Proclamation

WHEREAS, the President and Congress of the United States have declared a national holiday to commemorate the day (June 19, 1865) when Union General Gordon Granger and a contingent of Union soldiers brought news of emancipation to Galveston, Texas; and

WHEREAS, this was two and a half years after President Abraham Lincoln's Emancipation Proclamation which became official January 1, 1863; and

WHEREAS, today, Juneteenth Freedom Day celebrates African American freedom and achievement, while encouraging continuous self-development and respect for all cultures, as it takes on a more national, symbolic and even global perspective, to ensure the events of 1865 are not forgotten; and

WHEREAS, Juneteenth is the oldest known celebration commemorating the abolition of slavery in the United States, dating back to June 19, 1865 when Union soldiers led by Major General Gordon Granger arrived in Galveston, Texas with news that the war was ended, freeing the enslaved; and

WHEREAS, the City of Cedar Falls wishes to join the national government in setting aside a day for the commemoration of liberty and equality for all citizens; and

WHEREAS, embracing Juneteenth as a holiday encourages community reflection on unity and the promotion of racial understanding and healing;

NOW THEREFORE, I, Mayor Robert M. Green, acting in the name of the Cedar Falls City Council and the Cedar Falls Human Rights Commission, do hereby proclaim June 19, 2023 as **Juneteenth Freedom Day** in Cedar Falls, and I and encourage all citizens to actively recognize and celebrate this national commemoration which honors the history, legacy and culture of African Americans.

Signed this 19th day of June, 2023.

MAYOR ROBERT M. GREEN



CITY COUNCIL AND MAYOR
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600

Proclamation

WHEREAS, Disability Pride Month is celebrated in July to acknowledge that the Americans with Disabilities Act of 1990 (ADA) was signed into law on July 26, 1990; and

WHEREAS, Nearly one in four people have a disability, and people with disabilities make tremendous contributions to Cedar Falls’ art, culture, and economy; and

WHEREAS, People with disabilities are valued and vibrant members of Cedar Falls; and

WHEREAS, People with disabilities are diverse and have intersectional identities, as well as sharing a community and culture that is built around their lived experiences; and

WHEREAS, Cedar Falls acknowledges the long history of isolation and discrimination against citizens with disabilities and recognizes the decades of activism and advocacy by the disability community; and

WHEREAS, Cedar Falls acknowledges that celebrating culture, community, and the ADA is only a starting point, and there remains significant room for progress toward full and equitable access and inclusion for all citizens with disabilities.

NOW, THEREFORE I, Mayor Robert M. Green, acting in the name of the Cedar Falls City Council and the Cedar Falls Human Rights Commission, do hereby proclaim the month of July 2023 in Cedar Falls, Iowa as **Disability Pride Month**.

Signed this 20th day of June, 2023.

MAYOR ROBERT M. GREEN



CITY COUNCIL AND MAYOR
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-273-8600

Proclamation

WHEREAS, the Iowa National Guard’s 133d Infantry Regiment, a component of the 34th Infantry Division, has continuously operated in Northeast Iowa since July 11th, 1921; and

WHEREAS, the 1st Battalion of the 133d Infantry Regiment is proudly known as the Ironman Battalion, a distinction earned during World War II for a record 611 consecutive days in combat, and then re-affirmed during a nearly 22-month mobilization supporting Operation Iraqi Freedom from 2005 to 2007; and

WHEREAS, the National Guard’s federal mission is to provide properly trained and equipped units for prompt mobilization for war, National emergency or as otherwise needed, and its state mission is to provide trained and disciplined forces for domestic emergencies or as otherwise provided by state law; and

WHEREAS, more than 550 Northeast Iowans have volunteered for service in the Iowa National Guard and drill monthly at readiness centers in Waterloo, Dubuque, Davenport, Oelwein, Iowa City, Iowa Falls, and Charles City; and

WHEREAS, the City of Cedar Falls is committed to maintain a close relationship with our Iowa National Guard as well as to honor our soldiers, their families, and veterans through the Home Base Iowa program and numerous other veterans care and support activities;

NOW THEREFORE, I, Mayor Robert M. Green, acting of the name of the Cedar Falls City Council, do hereby designate July 11th, 2023 as:

1-133d Infantry Regiment - Ironman Battalion Day

in the City of Cedar Falls, in recognition of the vital role played by our neighbors in the Ironman Battalion for our nation’s protection, and I encourage residents to seek ways to support our Northeast Iowa National Guard soldiers and families as they answer their Nation’s call in uniformed military service in Iowa and across the globe.

Signed this 20th day of June, 2023.

MAYOR ROBERT M. GREEN



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 6, 2023
SUBJECT: FY23 Report by College Hill Partnership

As you may recall, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY23 filed by College Hill Partnership. The second ½ payment for their SSMID funding and the second ½ payment for their economic development grant are therefore listed on the council bills to be processed.

If you have any questions, please feel free to let me know.

xc: Jennifer Rodenbeck, Director of Finance and Business Operations
Cathy Niebergall, Financial Technician



College Hill Partnership

2304 College Street
Po Box 974
Cedar Falls, Iowa 50613

Phone: 319-273-6882
collegehillpartnership@gmail.com
www.collegehillpartnership.org

—

2022-2023

Board of Directors

Hannah Crisman, President
Chris Martin, Vice President
Angela Johnson, Treasurer
Adam Bolander
Frank Darrah
Amanda Walters
David Grant
Ryan Kriener
Rebecca Kauten

15 April 2023

Mayor Green & Members of Cedar Falls City Council
220 Clay Street
Cedar Falls, IA 50613

RE: Economic Development and SSMID Funds

Attached please find the Biannual Report form College Hill Partnership detailing our organization's current status and progress in promoting and revitalizing College Hill.

In this report you will find the following information:

- Accomplishments of the last 6 Months
- List of Current Board of Directors
- Financial Statements
- 2022-2023 Budget (included on Financial Statement)

We are thankful for the support and collaboration that the City of Cedar Falls has given our organization.

With the submission of this report, we respectfully ask for the disbursement of the SSMID funds and Economic Development funds, to the College Hill Partnership. Please notify us if there is any additional information as needed as we would be happy to provide it.

Regards,

Hannah Crisman

Hannah Crisman, President

On behalf of the College Hill Partnership Board of Directors



Economic Development Fund, SSMID & Community Development Fund EVALUATION FY22

Name of Organization: College Hill Partnership

Project Description:

SSMID

The College Hill Partnership received approval for our business district as a Self Supported Municipal Improvement District. The objective of the College Hill Partnership SSMID is to help further our organization by representing and advocating for the interests of College Hill. We have worked to do this through economic development, tourism, and quality of life in the College Hill area. We have also worked to improve the administration's performance, redevelopment, and revitalization of the district. These funds specifically aid us in our mission of revival and promotion of the College Hill area.

Economic Development

The College Hill Partnership received approval for an Economic Development Grant. The objective of the Economic Development Grant is to further our mission to remain a leader in the revitalization and promotion of the College Hill Overlay District. These funds support efforts of aesthetic caretaking, including cleaning and caring for The Hill.

Community Betterment Grant

The College Hill Partnership received approval for the Community Betterment Grant. The objective of the Community Betterment Grants is to further our mission to remain a leader in the revitalization of The Hill. Funds are used in conjunction with our College Hill Farmers Market partners to purchase street banners to facilitate placemaking and encourage customers and visitors to come to the area.

What is the mission of your organization?:

College Hill Partnership (CHP) is a non-profit organization that serves as the leader in the revitalization and promotion of the College Hill area, an urban neighborhood community. The

scope of its mission includes promoting healthy neighborhood businesses and housing enhancement, strengthening collaboration and pride, developing public/private partnerships, and serving as an advocate for addressing area concerns.

Grant Amount:

- SSMID \$32,970+ (Approximation)
- Economic Development Grant \$2250.00
- Community Betterment Grant \$600

Address of Organization or person completing this application:

2304 College Street

Po Box 974

Cedar Falls, Iowa 50613

Email: collegehillpartnership@gmail.com

1. Do you consider your organization/projects a success from October 2022 through March 2023? Why?

Over the last six months our organization has run solely on volunteer hours, a change from the previous five years and a first for our organization while receiving SSMID funding. Our volunteers have made numerous advancements to the mission and vision of the College Hill Partnership (CHP) and we consider the last six months to be a success.

The CHP has established four committees to aid in the mission and vision of our organization. These committees are Economic Development, Neighborhood Engagement, Strategic Partnerships, and Communication and Marketing. Each committee is chaired by a board member and allows us to continue the work done by our previous Executive Director, including projects such as the Seerley Park Improvement Project, the Imagine College Hill Vision Plan and code update. Additionally these committees continue to foster relationships with the City of Cedar Falls, the University of Northern Iowa, and other community stakeholders.

The Economic Development Committee has worked to develop strategies to attract new businesses to College Hill. The committee serves as a place for business owners to connect with one another and allows us to provide any resources they may need. They are working on creating a social media strategy to attract more patrons to The Hill.

In collaboration with the City of Cedar Falls, our Neighborhood Engagement Committee has continued to focus on updating Seerley Park. We have a well established group of volunteers who have worked closely with City staff and the landscape architects to create a more accessible and functional park. In support of our fundraising efforts we have established a College Hill Partnership fund at the Cedar Falls Community Foundation.

The Strategic Partnership Committee has established new relationships with the University of Northern Iowa, which we hope will be mutually beneficial to both the University and the City of Cedar Falls.

The CHP has continued to fund clean-up efforts in the area. We have worked with several organizations, including the University of Northern Iowa, GreenAmericorps, and ThreeHouse to

facilitate volunteer clean-ups of the College Hill Business District and College Hill Neighborhood.

After many hours of work were put in by the CHP to create the *Imagine College Hill!* Vision Plan, our organization looks forward to the upcoming code changes to the College Hill overlay. Using our resources, we will continue to advocate for The Hill, and we look forward to seeing new entrepreneurs head to The Hill to open new businesses.

2. Does the outcome of this grant funding to your operation/project align with the Economic Development Fund/SSMID/Façade/Community Betterment goals of complementing Cedar Falls economic development efforts? Explain.

The College Hill Partnership's use of the SSMID and City funding aligns with Cedar Falls' economic development efforts. In the last six months we have seen the opening of one new business, Astro E-Sports Lounge.

The College Hill Partnership continues to foster its unique connection between the business district and the University. By funding the CHP, a multifaceted organization with a diverse demographic, the City of Cedar Falls ensures that customers connect to businesses and vice-versa. Through this connection, College Hill businesses can supply offerings in demand. For example, several years ago, a study supported by the CHP helped neighbors voice their support for a coffee shop on The Hill. Because of this study, the College Hill Business District was able to gain Sidecar Coffee, now a staple of The Hill.

Currently, there are several vacant storefronts. College Hill continues to face challenges caused by the current economic crisis, changes in purchasing and dining habits, and decreased enrollment at the University of Northern Iowa. These issues tell us that the CHP's mission to promote and encourage revitalization is still critical to the health and vitality of The Hill.

3. Did receipt of an Economic Development Fund, Community Betterment grant, and SSMID enable your organization/project to provide a new service to promote economic development or the creation of quality employment opportunities in Cedar Falls? How?

Our services fall into several key areas including; encouraging cooperative business strategies, developing awareness of the neighborhood and business district, collaborative opportunities for marketing through events and partnerships, improving the physical appearance of College Hill, and sponsoring cultural events that promote the district.

We continue to see that the nature of College Hill is ever-changing. It is a district that requires our organization's continual focus. Funding helps the College Hill Partnership provide services that promote economic development, community growth, and stronger relationships with our stakeholders.

Through funding we have been able to increase awareness of the business district and neighborhood through both physical and digital media. We have been able to offer our community several cultural events free of charge, including but not limited to a monthly event in Seerley Park with free coffee and pastries. This event allows neighbors to connect, for the CHP to recruit new

members, and for the CHP to get a gauge on what community members are looking for from The Hill.

The Economic Development Grant has helped to keep The Hill vibrant and looking beautiful. This funding supports our one part time employee as an aesthetic care taker to help in the maintenance of garden beds, and removal of unwanted trash from The Hill. This funding also helps pay for supplies such as perennial and annual flowers, hoses, etc.

4. Please provide a summary of activities completed from October 2022 through March 2023 by your organization/project.

The College Hill Partnership provides services aimed at promoting economic development throughout College Hill. Through funding we were able to undertake many new projects during the year while maintaining our core mission and vision.

Encouraging cooperative business strategies

The College Hill Partnership understands the challenges the College Hill area faces. We work together with merchants, residents, landlords, the University of Northern Iowa, and Cedar Falls to make improvements and promote the district. We have been at the forefront in facilitating growth through better communication and connecting relevant parties. In the past we have helped business growth by establishing a College Hill TIF District, a College Hill Urban Revitalization Program (CHURP), and participation in the Façade Grant Program.

We have been working on compiling information about residents within our district. Knowing each segment of our community will help ensure we provide the necessary services to the area that we serve. This data helps inform our business decisions and support the local business environment.

The CHP works with city staff to get the community involved in several public input opportunities, from the Pettersen Plaza Expansion to Imagine College Hill Visioning. We use our communication channels to promote events and projects the City works on, such as the Halloweek, or the partnership between the University and Cedar Falls Public Safety as UNI welcomed students back to campus.

In the near future the CHP will host a variety of events allowing community members to share their input on the future Seerley Park Improvement project. Many community members have helped us voice specific challenges that College Hill faces, including; safety, connectivity, accessibility, and aesthetic care.

Promoting College Hill

In the last six months the CHP has been particularly focused on building lasting relationships with our stakeholders to support the promotion of College Hill. Through frequent face-to-face meetings with staff at UNI, we hope to establish ways to support UNI and vice versa. In turn, we hope these interactions will lead to creating a more vibrant community for future UNI students.

Additionally, we are working on new partnerships with groups like the Cedar Falls Economic Development Corporation. In November we hosted our first College Hill Partnership sponsored

social hour. This event allowed various stakeholders to connect and start new conversations that will lead to the growth of College Hill.

The College Hill Partnership is promoting the Hill through regular face-to-face meetings, frequent email communication, our website (www.collegehillpartnership.org) and blog. Over the last six months we have seen:

- Facebook page reach: 8,726, a 405% increase
- Facebook page likes: 129 new likes, a 416% increase
- Instagram page reach: 2,514, a 73.1% increase
- Instagram page likes: 86 new likes, a 104.8% increase
- LinkedIn followers: 83 new followers

While social media helps to keep our members and interested groups connected and up-to-date with what's happening on College Hill and how we can collaborate on its improvement, we can use other media to connect with visitors. We have purchased a full page ad in the Cedar Falls Visitor and Tourism Guide. This guide helps attract visitors to Cedar Falls and especially to the University aware of services in our area

Sponsoring and Fostering Cultural Events

Since our organization was established in 2008, the CHP has sponsored many events. Each year we host an annual meeting for members where they can enjoy a meal and vote on new board members. This year we felt it was important to establish new traditions for our entire community.

The CHP, along with UNI's Center for Energy and Environmental Education, helped establish the College Hill Farmers which takes place weekly on Wednesdays from June to October. This year we have supported relocating the farmers market to W 22nd Street to encourage more vendors and customers to participate. Along with moving the location of the market to, we also supported market management in their decision to move from Thursdays to Wednesdays. The market management and vendors believe this will spread the time between the Cedar Falls Farmers Market and draw more market goers to The Hill.

In April the CHP facilitates the College Hill Neighborhood Garage Sales. We encouraged neighborhood participation through social media, posters at area businesses, and through advertising in *The Currents*. We gathered addresses of participants, provided signs for their yards, created a map of sales, and advertised the sales on social media. This year we will be adding CHP branded signs that are posted throughout Cedar Falls and at each sale.

In 2021 the CHP began hosting Saturday in Seerley, a monthly event on the second Saturday of each month. We continued this event beginning in May through October. We provide coffee and pastries, both from College Hill business, and gather together with our neighbors and friends.

An idea sparked from one Saturday in Seerley was our Jazz in Seerley Park concert. In late August over 200 attendees gathered in Seerley Park for a jazz concert featuring three local jazz groups. At this event the College Hill Partnership was able to promote the upcoming Seerley Park Improvement project. This year we hope to add more music, more food, and local vendors selling

handmade arts and crafts.

Activities on the Hill such as these are an important way to appeal to a substantial, diverse demographic our neighborhood serves. Public events and activities bring significant revenue to College Hill and the City of Cedar Falls. They also promote the vitality of College Hill, drive interest in spending time on the Hill, and aid economic development within our local district and the City of Cedar Falls.

Improving the physical appearance of College Hill

One of CHP's charges is to create an inviting environment where people want to live, work, and visit. The College Hill district is a gateway to Cedar Falls from UNI. It is one of the first places to create an impression on future students and their parents. The CHP has overseen the maintenance of flower beds in Pettersen Plaza and College and 23rd Streets, and the parking lots on the Hill. The flower beds on the Hill were highlighted on several Master Gardener websites highlighting public garden spaces and maintaining them successfully. Continually, the College Hill Partnership has worked with the Black Hawk County Master Gardeners to aid our organization in the area's beautification. Their volunteers have continued to donate countless hours to help put the plant beds to bed for the winter season.

A collaboration between the College Hill Partnership, BHC Master Gardeners, and Friends of Pettersen Plaza has spent countless hours providing an aesthetically pleasing, event-friendly space at the bottom of the Hill that reflects the Namesake of the Plaza, Hugh Pettersen. To date, we have raised over \$17,000 in private donations to go towards the improvements of Pettersen Plaza. With the recent approval of Olive Street Box Culvert project, we expect some additional private donations to complete the Pettersen Plaza project.

Many board members and CHP volunteers spend free time picking up trash and debris left behind in highly used areas like the College Hill neighborhood. Another proud partnership we have is with Green Iowa Americorps and TreeHouse Collaborative Campus Ministries. Through this partnership we facilitate clean-ups. These days featured an opportunity for UNI Students to help us clean up The Hill.

Our largest current project which will greatly improve both the appearance of College Hill and create a new opportunity for neighborhood and community members alike is our Seerley Park Improvement Project. Again, in partnership with the City, we are working to make Seerley Park a more accessible, functional, and welcoming City.

As the City focuses on making park improvements citywide, we hope Seerley Park will serve as inspiration for other projects. We have established a committee to help determine what facilities are needed in the park. We are working with the landscape architect and the Cedar Falls Community Foundation to select more accessible play equipment. We are also hoping to be the first city park to offer free Wi-Fi so that students can enjoy the park while studying or attending online classes.

The College Hill Partnership has committed to helping fundraise 15% of the total project. This is a considerable sum of money, so the CHP has established an account at the Cedar Falls Community Foundation. This account not only allows us to have an online platform for

donations, but sets us up for financial success in the future including but not limited to endowments and corporate donations.

Usage of Economic Development Fund Monies

The College Hill Partnership was awarded the Economic Development Fund. All funds have been allocated to aesthetic caretaking. These funds have allowed us to fill a position to help care for the College Hill Business District. This caretaker is an excellent addition to our staff and has kept The Hill clean. They have also helped us keep our garden beds along College Street and West 23rd Street watered and weeded.

In-kind donations (Hours): 90 x \$29.95* = \$2695.50

Salary: \$394.80

Beautification: \$1,362.01

Total Project Cost from April 2022: \$4452.31

*“The Current Estimated National Value of Each Volunteer Hour is \$29.95 Updated April 2022 Volunteers in the United States hold up the foundation of civil society. They help their neighbors, serve their communities, and provide their expertise. No matter what kind of volunteer work they do, they are contributing in invaluable ways.” Information obtained from <https://independentsector.org/>.

Usage of Community Betterment Grant Monies

The College Hill Partnership has been working closely with the College Hill Farmers Market and serves the local community by bringing local vendors to the urban area of College Hill. This organization has been working hard over the last six months to promote the farmers' market and businesses and events on The Hill. The College Hill Farmers Market relocated to W 22nd Street this year, as well as moving the event from Thursday to Wednesday. To ease some confusion about the differences, the CHP worked with the market to purchase additional street banners. The banners were ordered and hung on the light poles. This project fostered a sense of place and encouraged the community to come to The Hill and shop for local farm-fresh goods and hopefully venture into College Hill Businesses to support local businesses.

Fostering Partnership with City of Cedar Falls

The College Hill Partnership values the working relationship with the City of Cedar Falls. This includes but is not limited to:

- Regularly communicating with City staff
 - City staff liaison at CHP board meetings
 - Monthly meetings with Mayor Green
 - City council members at CHP board meetings
 - A volunteer representative on the Parking Tech Committee
 - Attending City Council meetings
- Working to help promote activities and important issues the City is working on
 - Parking
 - Annual City Wide Clean Up
 - Olive Street Box Culvert
 - Halloweek

- Public Safety as students return to campus
- Seerley Park Improvement
- Participating in joint media communications
 - Interviews with local press
 - Social media

5. Do you have suggestions for improvement of this grant process?

We do not have any suggestions at this time.

**Board of Directors
2022-2023**

Resident: Angela Johnson (2021-2023) – angelaj1932@gmail.com

Resident: David Grant (2022-2024) – david.grant@uni.edu

Landlord: Chris Martin (2022-2024) – christopher.martin@uni.edu

Landlord: Ryan Kreiner (2022-2024) – rkriener@msn.com

Business: Andrea Geary (2021-2023) – milkboxbakery@gmail.com

Business: Barb Schilf (2022-2024) - barb.mohairpear@gmail.com

At Large: Amanda Walter (2019-2022) – walteaee@gmail.com

At Large: Hannah Crisman (2021-2023) – hannahcrisman10@gmail.com

At Large: Rebecca Kauten (2022-2024) – rebecca-kauten@uiowa.edu

At Large: Frank Darrah (2021-2023) – wfd@cfu.net

Non-Voting Board Members

UNI Liaison: Heather Harback – heather.harbach@uni.edu

City of Cedar Falls Liaison: Karen Howard – Karen.howard@cedarfalls.com

City Council Representative: Kelly Dunn – citizens4kellydunn@outlook.com and Simon Harding – simonharding.cf4@gmail.com

Cedar Falls Public Safety Liaison: Jeff Sitzmann – jeff.sitzmann@cedarfalls.com

Master Gardener: Vaughn Griffith – vjgriff@forbin.net

College Hill Arts Festival Liaison: Doug Johnson –doug.johnson@uni.edu

Community Main Street Liaison: Kim Bear -director@communitymainstreet.org

Supporting Documents

Item 12.

Financial Statement & Budget
See Attached Document

Total Volunteer Hours
See Attached Document

College Hill Partnership Budget Financial Statement

Item 12.

Budgeted Revenue Sources	Anticipated Budgeted Revenue	July	August	September	October	November	December	January	February	March	April	May	June	Anticipated Revenue Due	Total Received
4010 Memberships/Donations	\$ 1,500.00	\$ -	\$ 23.97	\$ -	\$ -	\$ -	\$ -		\$ 25.00	\$ 50.00	\$ -	\$ -	\$ -	\$ 1,401.03	\$ 98.97
4020 SSMID	\$ 26,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,674.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,325.87	\$ 12,674.13
4030 Community Betterment Grant Funds	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00
4040 Economic Development Grant: City of Cedar Falls	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -
4050 Facade Grant		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4060 Tree Fund		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4080 Pettersen Plaza Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,877.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,877.39)	\$ 1,877.39
5060 Seerley Park Improvement Fund *	\$ -	\$ -	\$ 403.07	\$ -	\$ -	\$ -	\$ -	\$ 116.45	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 519.52
7000 Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other									\$ 23.97	\$ 235.01					\$ 258.98
Total Revenue	\$ 30,350.00	\$ 600.00	\$ 427.04	\$ -	\$ -	\$ -	\$ 12,674.13	\$ 1,993.84	\$ 48.97	\$ 285.01	\$ -	\$ -	\$ -	\$ 15,099.51	\$ 16,028.99
Expenses	Budgeted Amount	July	August	September	October	November	December	January	February	March	April	May	June	Total Expenses	Total Available or Deficiency
5025 Administrative Expenses	\$ 500.00	\$ (112.85)	\$ (91.20)	\$ (252.20)	\$ (96.20)	\$ (96.20)	\$ (180.58)	\$ (248.69)	\$ (91.20)	\$ (283.78)				\$ (1,452.90)	\$ (952.90)
5015 Insurance	\$ 1,500.00	\$ 28.00	\$ -	\$ -	\$ (309.00)	\$ -		\$ -	\$ -	\$ (598.00)				\$ (879.00)	\$ 621.00
5030 Salaries	\$ 2,000.00	\$ (166.23)	\$ (277.05)	\$ (187.01)	\$ (48.48)	\$ (83.11)	\$ (69.27)			\$ (55.41)				\$ (886.56)	\$ 1,113.44
5031 Taxes	\$ 2,000.00		\$ (40.16)	\$ (45.90)		\$ (39.02)	\$ (13.78)							\$ (138.86)	\$ 1,861.14
5045 Economic Development Committee	\$ 1,000.00						\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ 1,000.00
5065 Beautification Committee	\$ 1,000.00	\$ (861.31)		\$ -	\$ (500.70)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ (1,362.01)	\$ (362.01)
5050 Strategic Partnerships Committee	\$ 400.00		\$ (146.14)			\$ (738.18)	\$ -	\$ -	\$ -	\$ -	\$ -			\$ (884.32)	\$ (484.32)
5070 Farmers Market	\$ 700.00	\$ (548.38)		\$ -	\$ (151.87)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ (700.25)	\$ (0.25)
5060 Neighborhood Engagement Committee	\$ 5,000.00	\$ (399.96)	\$ (1,701.50)	\$ (27.78)	\$ (134.16)		\$ -	\$ (225.00)	\$ (45.00)	\$ (16.06)	\$ -			\$ (2,549.46)	\$ 2,450.54
5075 Communication & Recruitment Committee	\$ 2,000.00	\$ (1,532.24)	\$ -	\$ -		\$ -	\$ -	\$ (701.00)	\$ (567.50)	\$ -	\$ -			\$ (2,800.74)	\$ (800.74)
5090 General Fund	\$ 10,000.00	\$ (500.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ (500.00)	\$ 9,500.00
Total Expenses	\$ 26,100.00	\$ (4,092.97)	\$ (2,256.05)	\$ (512.89)	\$ (1,240.41)	\$ (956.51)	\$ (263.63)	\$ (1,174.69)	\$ (703.70)	\$ (953.25)	\$ -	\$ -	\$ -	\$ (12,154.10)	\$ 13,945.90
Balance (Income vs. Expenses)	\$ 4,250.00	\$ (3,492.97)	\$ (1,829.01)	\$ (512.89)	\$ (1,240.41)	\$ (956.51)	\$ 12,410.50	\$ 819.15	\$ (654.73)	\$ (668.24)	\$ -	\$ -	\$ -		
Check Accounts Ending Balance	\$ 54,999.12	\$ 51,506.15	\$ 49,677.14	\$ 49,164.25	\$ 47,923.84	\$ 46,967.33	\$ 59,377.83	\$ 60,196.98	\$ 59,542.25	\$ 58,874.01					
Date of Balance	6/27/2022	7/27/2022	8/31/2022	9/30/2022	10/31/2022	11/28/2022	12/29/2022	1/31/2023	2/24/2023	3/31/2023					
Earmarked Funds															
4080 Pettersen Plaza Fund balance								\$ 1,877.39							
4060 Tree Fund															
4050 Facade Fund Balance		\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00							

CHP Volunteer Hours November 22 - March 23				
Opportunity	Date	Number of People	Number of Hours	Total Hours
Social Hour Event	11/3	4	3	12
City Council Meeting	11/7	1	2	2
CMS Meeting	11/9	1	1	1
Communications Committee	11/9	4	2	8
Board Meeting	11/16	11	1	11
Meeting with CFCF	11/29	1	1	1
Visiting Sick Neighbors	12/18	2	1	2
City Council Work Session	12/19	1	2	2
Economic Development Meeting	1/5	4	1	4
Historic Preservation Commission Meeting	1/10	1	1	1
City Council Work Session	1/17	1	2	2
Meeting with Mayor Green	1/18	1	1	1
Board Meeting	1/18	11	1	11
Meeting with CFCF	1/24	2	1	2
Communications Committee	1/24	4	1	4
Strategic Partnerships Committee Meeting	2/1	3	1	3
Seerley Park Committee	2/6	7	1	7
Strategic Partnerships Committee Meeting	1/9	3	1	3
Communications Committee	2/13	1	1	1
Meeting with Mayor Green	2/15	1	1	1
Board Meeting	2/15	10	1	10
Beautification Meeting	2/18	4	1	4
Meeting with CFCF	3/9	2	1	2
Meeting with Mayor Green	3/22	1	1	1
Communications Committee	3/23	1	1	1
Strategic Partnerships Committee Meeting	3/30	2	1	2
Admin Hours	November - April	1	40	40
			Total Hours	139

BEFORE THE CEDAR FALLS CITY COUNCIL

IN RE:
Baba Fareed LLC d/b/a Great Wall China
2125 College Street, Suite D
Cedar Falls, IA 50613

**ORDER ACCEPTING
ACKNOWLEDGMENT/
SETTLEMENT AGREEMENT**

ON this _____ day of _____, 202__, in lieu of a public hearing on the matter, the Cedar Falls City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Cedar Falls.

Pursuant to the Agreement, IT IS THEREFORE ORDERED that a civil penalty of One Thousand Five Hundred Dollars (\$1,500.00) or a thirty (30) day cigarette permit suspension be assessed against the above-captioned permittee effective _____, 2023 [Future Date]. This sanction will count as a second violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(b).

Robert M. Green, Mayor
City of Cedar Falls, Iowa

IN RE:
Baba Fareed LLC d/b/a Great Wall China
2125 College Street, Suite D
Cedar Falls, IA 50613

**ACKNOWLEDGMENT /
SETTLEMENT AGREEMENT**

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "Second Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) understand that the penalty for this second violation is a civil penalty in the amount of One Thousand Five Hundred Dollars (\$1,500.00) **OR** suspension of my (our) cigarette permit for thirty (30) days, beginning on the date that will be specified in the official City Order that I will receive. We elect the imposition of a civil penalty 30-day suspension (circle the applicable provision)

BABA FAREED LLC
d/b/a GREAT WALL CHINA

CITY OF CEDAR FALLS, IOWA

By: Ghulam F. Qureshi

By: Samuel Anderson

Date: 06-13-23

Date: 6-13-23

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300.00 check made payable to the "City of Cedar Falls", should be returned to: Samuel C. Anderson, City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704.

IN RE:
Baba Fareed LLC d/b/a Great Wall China
2125 College Street, Suite D
Cedar Falls, IA 50613

HEARING COMPLAINT

The City of Cedar Falls hereby makes the following complaint against the above-named permittee.

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under eighteen years of age."
2. Iowa Code Section 453A.22(2)(b) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1) for the second time within a period of two years, the permit holder shall be assessed a civil penalty of \$1,500.00 or a thirty-day cigarette permit suspension for a second violation of Iowa Code Section 453A.2(1). The permit holder may select its preference for the penalty to be applied under this provision.
3. On or about May 5, 2023, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under eighteen years of age. Copies of the Citation, Compliance Check Form and Court Docket are attached and incorporated herein.
4. On February 6, 2023, the permittee was issued a sanction for a first violation of Iowa Code Section 453A.2.

5. Therefore, in accordance with Iowa law, the City of Cedar Falls requests the Cedar Falls City Council find a violation of the above-referenced sections of Iowa Code Chapter 453A and assess a civil penalty of \$1,500.00 **OR** a thirty-day cigarette permit suspension against Baba Fareed LLC d/b/a Great Wall China. Absent any selected preference by the permit holder, the City will seek assessment of the \$1,500.00 civil penalty.



Samuel C. Anderson
Assistant City Attorney
528 West 4th Street
P.O. Box 1200
Waterloo, IA 50704
(319) 232-6555

Original to:
Baba Fareed LLC d/b/a Great Wall China
610 Iowa Street
Cedar Falls, IA 50613

Copy to:
Lt. Dennis O'Neill
Cedar Falls Police Department
4600 Main Street
Cedar Falls, IA 50613

Jacque Daniels
Cedar Falls City Clerk
220 Clay Street
Cedar Falls, IA 50613



End

VIII. Compliance Check Form

FY 2023

Retailer: Great Wall of China Address: 2125 College Street

City: Cedar Falls State: IA ZIP: 50624

RESULTS (check one): Compliant Non-Compliant Unable to Complete (Not Applicable)

Date Checked: 5/5/23 Time Checked: 1:23

Clerk Information: Male Female

(NAME ONLY REQUIRED IF NON-COMPLIANT):
 First Name: Ghulam Middle Initial: F
 Last Name: Shai Kh Qureshi Case #: 23-037600

I have issued a criminal citation to the clerk listed above for selling tobacco, alternative nicotine or vapor products to a person under age twenty-one. Iowa Code § 453A.2(1).

(NOTE: If the compliance check result is Non-Compliant, a citation must be issued before your department may receive payment.)

If Unable to Complete the Compliance Check (check one)
 Establishment has a **VALID PERMIT** but Does Not Sell Tobacco, Alternative Nicotine or Vapor Products.
 - Permit Status Verified by City Clerk or County Auditor
 Establishment No Longer Holds a Valid Tobacco, Alternative Nicotine or Vapor Product Permit
 Establishment is **Out of Business**
 Establishment is designated as an **"Unsatisfactory Condition"**
 - "Unsatisfactory Condition" verified by ABD Investigator
 - Officer Conducted a Walk-Through of the Premises
 (Explanation Required in Comments Section Below)
 ► If none of the above reasons apply, write reason and explanation on the back of the form—see page 4 for reason list.

OFFICER INFORMATION (OFFICER THAT CONDUCTED COMPLIANCE CHECK):

First Name: Kendall Middle Initial: M Last Name: Schwan

Badge: SAB38 Department: CFPD

CONFIDENTIAL INFORMANT (CI):

CI Age: 16 17 18 19 20
 CI Gender: Male Female CI Number: (Last 4 digits of CI's ID)
 CI Race: Black American Indian/ Alaskan Native Asian/ Pacific Islander White Unknown
 CI Ethnicity: Not of Hispanic Origin Hispanic Origin Unknown

RESULTS OF ATTEMPTED PURCHASE:

Attempted Purchase Item: Cigarettes Smokeless Tobacco Other Tobacco Product
 Vapor Product Alternative Nicotine Product
 Age Requested? YES NO
 ID Requested? YES NO

COMMENTS:
 EIF box DC500
 Watermelon ice

Officer Signature \$75



Case Number: STA0231283 **Case Title:** STATE vs. SHAIKH QURESHI, GHULAM FAROOQ

Opened: 05-10-2023

County: Black Hawk

Case Type: Scheduled Traffic - State Judge:

Prayer Amount: \$.00

Show/Hide Participants

Plaintiff[s]

Counsel of Record

STATE OF IOWA
IA

Defendant[s]

Counsel of Record

GHULAM FAROOQ SHAIKH QURESHI
610 IOWA ST
CEDAR FALLS, IA 50613

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2023-05-05	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date	Docket #	Case History
06-06-2023 12:08:33 PM Court	D0002	VIOLATIONS HANDLED BY CLERK Filed by: Court
05-10-2023 10:55:00 AM Court	D0001	TRAFFIC TICKET FILING Filed by: Court

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: BABA FAREED LLC/DBA ^{Restorant} Cedar Falls
Physical location address: 2125 College ST ^{Suite D} City: Cedar Falls ZIP: 50613
Mailing address: SAME City: _____ State: _____ ZIP: _____
Business phone number: 319.277.8899

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP BABA FAREED LLC
Mailing address: 2125 College ST ^{Suite D} City: Cedar Falls State: IA ZIP: 50613
Phone number: 414.526.3177 Fax number: _____ Email: _____

Retail Information:

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

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

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

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

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

Name (please print): DILAWAR Khan Name (please print): _____
Signature: [Signature] Signature: _____
Date: 06.08.23 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: Greenleaf tobacco & vapor
Physical location address: 502 Brandi Lynn Blvd City: Cedar Falls ZIP: 50613
Mailing address: 502 Brandi Lynn City: Cedar Falls State: IA ZIP: 50613
Business phone number: 319-440-2001

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: United MAM Company Inc
Mailing address: 502 Brandi Lynn Blvd City: Cedar Falls State: IA ZIP: 50613
Phone number: 319-440-2001 Fax number: _____ Email: MkMirib@gmail.com

Retail Information:

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

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

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

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

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

Name (please print): Mahmoud Mirib Name (please print): _____
Signature: Mahmoud Mirib Signature: _____
Date: 07/02/23 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: MINI MART
Physical location address: 1420 W 1ST ST City: CEDAR FALLS ZIP: 50613
Mailing address: 212 S HORTON PKWY City: CHAPEL HILL State: TN ZIP: 37034
Business phone number: 319-277-7002

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP IOWA INVESTMENT, LLC
Mailing address: 212 S HORTON PKWY City: CHAPEL HILL State: TN ZIP: 37034
Phone number: 615-216-6011 Fax number: _____ Email: IOWAINVESTMENTOFFICE@GMAIL.COM

Retail Information:

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

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

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

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

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

Name (please print): MUKESH CHAUDHARY Name (please print): _____
Signature: *M Chaudhary* Signature: _____
Date: 5/19/23 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 7 / 1 / 2023 through June 30, 2024

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

Business Information:

Trade name/Doing business as: PHEASANT RIDGE GOLF COURSE
Physical location address: 3205 W. 12TH ST. City: CEDAR FALLS ZIP: 50613
Mailing address: SAME City: _____ State: _____ ZIP: _____
Business phone number: (319) 266-8266

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP JOHN J. BERMEL PRO SHOP INC
Mailing address: 3205 W. 12TH ST. City: CEDAR FALLS State: IA ZIP: 50613
Phone number: (319) 266-8266 Fax number: (319) 266-8265 Email: john.bermel@uni.edu

Retail Information:

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

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

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

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

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

Name (please print): JOHN J. BERMEL Name (please print): _____
Signature: John J. Bermel Signature: _____
Date: 6-1-23 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 04 / 01 / 23 through June 30, 2024

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

Business Information:

Trade name/Doing business as: Prime Mart
Physical location address: 2728 Center St City: Cedar Falls ZIP: 50613
Mailing address: 2728 Center St City: Cedar Falls State: IA ZIP: 50613
Business phone number: 319-830-2729

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Sardar llc
Mailing address: 2728 Center St City: Cedar Falls State: IA ZIP: 50613
Phone number: 319-830-2729 Fax number: _____ Email: midwest llc 786@gmail.com

Retail Information:

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

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

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

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

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

Name (please print): Waleed Parvez Name (please print): _____
Signature: [Signature] Signature: _____
Date: 06-01-2023 Date: _____

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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


DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Craig Berte, Public Safety Services Director
 Mark Howard, Police Chief
Date: June 12, 2023
Re: Retail Alcohol License Applications

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

Name of Applicants:

- a) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C retail alcohol - renewal.
- b) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C retail alcohol- renewal.
- c) George's Local, 108 E. 4th Street, Class C retail alcohol & outdoor service – renewal.
- d) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C retail alcohol & outdoor service - renewal.
- e) Starbeck's Smokehouse, 6607 University Ave, Class C retail alcohol & outdoor service – renewal.
- f) Texas Roadhouse, 5715 University Avenue, Class C retail alcohol - renewal.
- g) Target, 214 Viking Plaza Drive, Class E retail alcohol - renewal.
- h) Walgreens, 2509 Whitetail Drive, Class E retail alcohol – change in ownership.
- i) Amvets, 1934 Irving Street, Class F retail alcohol & outdoor service - temporary expansion of outdoor service area.
- j) NewAldaya Lifescapes, 7511 University Avenue, Class F retail alcohol & outdoor service – temporary expansion of outdoor service.
- k) Deringer's Public Parlor, 6027 University Avenue, Class C retail alcohol & outdoor service – 5-day permit.
- l) Dollar General Store, 2921 Center Street, Class B retail alcohol - new.
- m) Kwik Star, 2019 College Street, Class B retail alcohol - new.
- n) Kwik Star, 7500 Nordic Drive, Class B retail alcohol – new.
- o) Cooper's Taproom, 2002 College Street, Class C retail alcohol – new.

RESOLUTION NO. _____

**RESOLUTION RESCINDING CFD 1127.22,
COUNCIL POLICY – OFFICIAL CITY PROCLAMATIONS**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, adopted Resolution No. 23,000 on December 19, 2022, approving CFD 1127.22, City Council Policy on Official City Proclamations; and

WHEREAS, CFD 1127.22 provides in part that proclamation requests shall be considered for Council approval as part of the regular Council meeting consent calendar; and

WHEREAS, the City Council has determined that there are better avenues for recognition and announcements related to important civic and cultural events affecting the City of Cedar Falls than consideration and approval by Council of proclamations during Council meetings; and

WHEREAS, the City Council has determined therefore that it should not be involved in the proclamation process, nor should it approve or disapprove requested proclamations.

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

CFPD 1127.22, Council Policy – Official City Proclamations, should be and is hereby fully rescinded and shall be of no further force or effect as of the date of adoption of this Resolution as stated herein.

ADOPTED this _____ day of _____, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 5, 2023
SUBJECT: FY2024 Appropriations Resolution

Please find attached the Appropriations Resolution for the fiscal year beginning July 1, 2023 and ending June 30, 2024 submitted for your approval. The resolution outlines in detail the FY2024 budget that was approved by the Council in April. For informational purposes, the FY2024 budgeted revenues are also attached. Starting four years ago, there was a new requirement by the State of Iowa to include a detailed listing of all transfers in the budget. Therefore, to comply with this requirement, we have included that listing as part of the resolution again this year.

As stated above, this resolution simply takes the budget that was approved by the Council and outlines the detailed line items that departments will use throughout the fiscal year to allocate their resources to.

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

RESOLUTION NUMBER _____

RESOLUTION APPROPRIATING MONEY FROM SEVERAL FUNDS FOR PAYMENT OF ALL EXPENSES IN THE ADMINISTRATION OF THE AFFAIRS OF THE CITY OF CEDAR FALLS, IOWA FOR THE YEAR 2023-2024.

WHEREAS, Section 24.3 Code of Iowa, 2023, relating to the "local Budget Law" provides that no Municipality shall certify or levy in any year any tax on property subject to taxation, unless and until estimates have been made, filed and considered and;

WHEREAS, these estimates of income and expenses are declared to be necessary for the peace, health, and general welfare of the City of Cedar Falls, Iowa, now therefore;

BE IT RESOLVED by the City Council of the City of Cedar Falls, Iowa, that:

SECTION 1. The estimates of income from all sources available for expenditure in the fiscal year beginning July 1, 2023 and ending June 30, 2024 is \$121,887,120.00 as follows, to-wit:

Office Receipts	\$ 71,477,210.00
Taxes	23,698,740.00
Transfers	<u>9,022,990.00</u>
Total estimated income	\$ 104,198,940.00
Use of Cash Carryover	<u>17,688,180.00</u>
Total estimated funds available	\$ 121,887,120.00

SECTION 2. That the estimated revenues from tax levies and all other sources be and the same are hereby appropriated, apportioned and set aside for the several funds for the payment of payrolls, bills and claims that may be properly and legally made.

SECTION 3. That an appropriation not necessary for the use for which it was appropriated may be used to defray expenditures for any other items in the fund to which it belongs.

SECTION 4. That the total estimated income of \$121,887,120.00 be appropriated for expenditures according to the several funds as follows, to-wit:

CODE NUMBER	DESCRIPTION	APPROPRIATION	
GENERAL FUND			
ADMINISTRATIVE/LEGISLATIVE/MISCELLANEOUS:			
CITY COUNCIL			
<u>Personal Services</u>			
101-1168-441. 61-01	Salaries & Wages (Reg)	49,630.00	
64-05	Worker's Compensation Insurance	110.00	
65-01	F.I.C.A.	3,780.00	
66-01	I.P.E.R.S.	3,350.00	
<u>Services and Charges</u>			
101-1168-441. 82-01	Telephone	1,000.00	
83-05	Travel (Food/Mileage/Lodging)	5,900.00	
83-06	Education & Training	5,800.00	
TOTAL CITY COUNCIL:			69,570.00
MISCELLANEOUS			
101-1199-411. 32-62	Grants - Fire Ext./CPR Training	3,000.00	
32-70	Grants - Police Operations	35,000.00	
101-1199-421. 31-10	Grants - Cultural Services	30,000.00	
31-20	Grants - Library	25,000.00	
31-40	Grants - Parks & Recreation	20,000.00	
101-1199-431. 88-01	C.F. Disabled	37,680.00	
88-02	C.F. Elderly -RTC	25,100.00	
88-11	C.F. Met	356,780.00	
88-12	MET Capital Replacement	17,600.00	
88-19	MET Route 9	37,180.00	
101-1199-441. 88-20	Lobbyist	18,000.00	
88-23	CV Coalition	1,660.00	
88-59	Volunteer Center	2,500.00	
101-1199-441. 72-19	Official Printing	25,000.00	
81-01	Contract Services	11,000.00	
81-02	Audit	57,000.00	
81-03	Recording Fees	3,000.00	
81-11	City Election	50,000.00	
84-01	Liability Insurance	290,650.00	
87-05	Vehicle Maintenance	15,000.00	
89-11	League Dues & Travel	12,500.00	
89-13	Contingency	60,000.00	
89-14	Refunds	2,000.00	
101-1199-481. 43-01	Transfer to Debt Service	0.00	
43-04	TIF Transfer	400,000.00	
101-1199-441. 92-05	Budget reduction implement, staffing, one-time cap project	492,200.00	
TOTAL MISCELLANEOUS:			2,027,850.00

MAYOR'S OFFICE

Personal Services

101-1158-441.	61-01	Salaries & Wages (Reg)	112,260.00
	62-01	Payroll Accrual	500.00
	62-02	Severance Accrual	110.00
	64-01	Health Insurance Premiums	15,030.00
	64-02	Health Insurance Reimbursements	210.00
	64-03	Life Insurance	260.00
	64-04	Long Term Disability	340.00
	64-05	Worker's Compensation Insurance	230.00
	65-01	F.I.C.A.	8,580.00
	66-01	I.P.E.R.S.	10,600.00

Commodities

101-1158-441.	71-01	Office Supplies & Postage	480.00
	72-01	Operating Supplies	370.00

Services and Charges

101-1158-441.	81-12	Computer Services	6,350.00
	81-98	Economic Development Activities	0.00
	82-01	Telephone	550.00
	83-03	Outings/Dinners/Awards	1,390.00
	83-04	Dues & Memberships	510.00
	83-05	Travel (Food/Mileage/Lodging)	2,600.00
	83-06	Education & Training	420.00
	84-01	Operating Insurance	580.00
	87-05	Vehicle Maintenance	610.00

Capital Outlay

101-1158-441.	93-01	Equipment	510.00
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TOTAL MAYOR'S OFFICE:

162,490.00

CITY ADMINISTRATOR

Personal Services

101-1118-441.	61-01	Salaries & Wages (Reg)	400,010.00
	61-02	Part-time	7,000.00
	62-01	Payroll Accrual	1,760.00
	62-02	Severance Accrual	6,510.00
	64-01	Health Insurance Premiums	41,660.00
	64-02	Health Insurance Reimbursements	580.00
	64-03	Life Insurance	910.00
	64-04	Long Term Disability	1,200.00
	64-05	Worker's Compensation Insurance	850.00
	65-01	F.I.C.A.	27,410.00
	66-01	I.P.E.R.S.	38,420.00

Commodities

101-1118-441.	71-01	Office Supplies	200.00
	72-11	Books & Magazines	200.00
	72-19	Printing	100.00

Services and Charges

101-1118-441.	81-12	Computer Services	28,310.00
	81-25	Promotional Tapes & Adv.	8,000.00
	81-31	Svc. Bus Retention & Expansion	1,500.00
	81-98	Economic Development Activities	150,000.00

81-97	Communication Specialist Activities	500.00
82-01	Telephone	1,300.00
83-04	Memberships	2,750.00
83-05	Travel & Meals	4,000.00
83-06	Education	2,000.00
84-01	Operating Insurance	2,570.00

Capital Outlay

101-1118-441.	93-01	Equipment	600.00
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TOTAL CITY ADMINISTRATOR:

728,340.00

FBO ADMINISTRATION

Personal Services

101-1026-441.	61-01	Salaries & Wages (Reg)	191,270.00
	61-02	Part-time	54,030.00
	61-03	Overtime	0.00
	62-01	Payroll Accrual	850.00
	62-02	Severance Accrual	3,120.00
	64-01	Health Insurance Premiums	13,660.00
	64-02	Health Insurance Reimbursements	190.00
	64-03	Life Insurance	440.00
	64-04	Long Term Disability	570.00
	64-05	Worker's Compensation Insurance	400.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	16,840.00
	66-01	I.P.E.R.S.	23,160.00

Commodities

101-1026-441.	71-01	Office Supplies & Printing	500.00
	72-99	Postage	100.00

Services and Charges

101-1026-441.	81-12	Computer Services	12,470.00
	81-48	Contract Services	1,500.00
	82-01	Telephone	700.00
	83-04	Dues & Memberships	900.00
	83-05	Travel & Meals	2,000.00
	83-06	Education	2,000.00
	84-01	Liability Insurance	1,130.00
	86-01	Repair & Maintenance	100.00

Capital Outlay

101-1026-441.	93-01	Equipment	1,000.00
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Transfers

101-1026-441.	88-44	Community Center Support	88,000.00
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TOTAL FBO ADMINISTRATION:

414,930.00

FINANCIAL SERVICES

Personal Services

101-1028-441.	61-01	Salaries & Wages (Reg)	266,760.00
	61-02	Part-time	48,330.00

61-03	Overtime	500.00	
62-01	Payroll Accrual	1,170.00	
62-02	Severance Accrual	4,350.00	
64-01	Health Insurance Premiums	45,090.00	
64-02	Health Insurance Reimbursements	620.00	
64-03	Life Insurance	600.00	
64-04	Long Term Disability	800.00	
64-05	Worker's Compensation Insurance	560.00	
64-06	Unemployment	0.00	
65-01	F.I.C.A.	24,150.00	
66-01	I.P.E.R.S.	29,780.00	
<u>Commodities</u>			
101-1028-441.	71-01 Office Supplies & Printing	6,000.00	
	72-99 Postage	4,200.00	
	73-99 Disaster Supplies	2,000.00	
<u>Services and Charges</u>			
101-1028-441.	81-12 Computer Services	16,930.00	
	81-13 Microfilming/Digital Imaging	1,500.00	
	81-48 Contract Services	1,500.00	
	82-01 Telephone	2,000.00	
	83-04 Dues & Memberships	1,620.00	
	83-05 Travel & Meals	2,100.00	
	83-06 Education	2,000.00	
	84-01 Operating Insurance	1,540.00	
	86-01 Repair & Maintenance	4,000.00	
	89-17 Bank Service Charges	1,500.00	
<u>Capital Outlay</u>			
101-1028-441.	93-01 Equipment	3,000.00	
TOTAL FINANCIAL SERVICES:			472,600.00
HUMAN RESOURCES			
<u>Personal Services</u>			
101-1038-441.	61-01 Salaries & Wages (Reg)	383,830.00	
	61-02 Part-Time	25,810.00	
	61-03 Overtime	0.00	
	62-01 Payroll Accrual	1,710.00	
	62-02 Severance Accrual	6,260.00	
	64-01 Health Insurance Premiums	54,480.00	
	64-02 Health Insurance Reimbursements	890.00	
	64-03 Life Insurance	890.00	
	64-04 Long Term Disability	1,160.00	
	64-05 Worker's Compensation Insurance	890.00	
	65-01 F.I.C.A.	31,330.00	
	66-01 I.P.E.R.S.	38,670.00	
<u>Commodities</u>			
101-1038-441.	71-01 Office Supplies & Printing	2,000.00	
	72-99 Postage	500.00	
<u>Services and Charges</u>			
101-1038-441.	81-09 Human Rights Commissions	3,000.00	
	81-12 Computer Services	33,990.00	
	81-32 Tuition Assistance Program	25,000.00	
	81-33 Employee Survey	5,000.00	

81-35	Employee Recognition Program	4,000.00
81-48	Contract Services	2,000.00
81-50	Pre-employment Physical Exams	50,000.00
81-51	Post-employment Physical Exams	55,000.00
81-52	Random Drug Testing	3,400.00
81-53	Job Notices	65,000.00
81-55	Employee Assistance Program	5,000.00
81-56	Employee Wellness Program	24,000.00
81-57	Comprehensive Pay Plan Study	1,000.00
81-99	Civil Service Commission	4,000.00
82-01	Telephone	1,000.00
83-01	City-Wide Training	6,000.00
83-04	Dues & Memberships	1,300.00
83-05	Travel & Meals	1,000.00
83-06	Education	1,400.00
84-01	Operating Insurance	3,090.00
89-81	Cafeteria Plan	5,000.00
89-82	Section 105	10,000.00

Capital Outlay

101-1038-441.	93-01	Equipment	2,000.00
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TOTAL HUMAN RESOURCES:

859,600.00

LEGAL SERVICES

Personal Services

101-1048-441.	61-01	Salaries & Wages (Reg)	186,420.00
	61-02	Part-Time	3,040.00
	61-03	Overtime	500.00
	62-01	Payroll Accrual	830.00
	62-02	Severance Accrual	110.00
	64-01	Health Insurance Premiums	14,840.00
	64-02	Health Insurance Reimbursements	210.00
	64-03	Life Insurance	430.00
	64-04	Long Term Disability	560.00
	64-05	Worker's Compensation Insurance	310.00
	65-01	F.I.C.A.	13,270.00
	66-01	I.P.E.R.S.	17,900.00

Commodities

101-1048-441.	71-01	Office Supplies	850.00
	72-11	Dues & Publications	9,500.00

Services and Charges

101-1048-441.	81-12	Computer Services	16,950.00
	81-29	Legal Fees	175,000.00
	81-30	Code Enforcement	15,000.00
	82-01	Telephone	600.00
	83-04	Memberships	1,000.00
	83-05	Travel (Food/Mileage/Lodging)	350.00
	83-06	Education & Training	1,500.00

TOTAL LEGAL SERVICES:

459,170.00

PUBLIC RECORDS DIVISION

Personal Services

101-1008-441.	61-01	Salaries & Wages (Reg)	210,160.00
	61-02	Part-time	45,630.00
	62-01	Payroll Accrual	940.00
	62-02	Severance Accrual	3,420.00
	64-01	Health Insurance Premiums	38,000.00
	64-02	Health Insurance Reimbursements	550.00
	64-03	Life Insurance	490.00
	64-04	Long Term Disability	630.00
	64-05	Worker's Compensation Insurance	440.00
	65-01	F.I.C.A.	19,570.00
	66-01	I.P.E.R.S.	24,150.00

Commodities

101-1008-441.	71-01	Office Supplies & Printing	5,850.00
	72-99	Postage	1,000.00

Services and Charges

101-1008-441.	81-12	Computer Services	12,910.00
	82-01	Telephone	1,700.00
	83-04	Memberships	500.00
	83-05	Travel & Meals	2,000.00
	83-06	Education	1,500.00
	84-01	Operating Insurance	1,170.00
	86-01	Repair & Maintenance	2,000.00
	87-01	Rentals	1,000.00

Capital Outlay

101-1008-441.	93-01	Equipment	16,500.00
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TOTAL PUBLIC RECORDS DIVISION:

390,110.00

LIBRARY

Personal Services

101-1060-423.	61-01	Salaries & Wages (Reg)	643,240.00
	61-02	Part-time	452,370.00
	62-01	Payroll Accrual	2,810.00
	62-02	Severance Accrual	10,390.00
	64-01	Health Insurance Premiums	108,490.00
	64-02	Health Insurance Reimbursements	2,200.00
	64-03	Life Insurance	1,450.00
	64-04	Long Term Disability	1,910.00
	64-05	Worker's Compensation Insurance	2,360.00
	65-01	F.I.C.A.	84,180.00
	66-01	I.P.E.R.S.	103,870.00

Commodities

101-1060-423.	71-01	Office Supplies	10,000.00
	72-19	Printing	2,000.00
	72-75	Display	2,000.00
	72-76	Public Relations	1,200.00
	72-99	Postage	17,500.00
	73-06	Building Repair	4,000.00

Services and Charges

101-1060-423.	81-01	Professional Services	5,000.00
	81-12	Computer Services	84,620.00
	81-91	License & Service Contracts	33,000.00

82-01	Telephone	4,000.00
83-05	Travel (Food/Mileage/Lodging)	1,000.00
83-06	Education & Training	6,000.00
84-01	Operating Insurance	30,720.00
85-01	Utilities & Heating	105,000.00
86-01	Repair & Maintenance	7,000.00
89-33	Friends Supported Programs	30,000.00
89-34	Endowment Supported Programs	60,000.00
Transfers		
101-1060-423. 50-01	General Fund	217,450.00
<u>Personal Services</u>		
101-1061-423. 61-01	Salaries & Wages (Reg)	171,970.00
61-02	Part-time	20,190.00
62-01	Payroll Accrual	620.00
62-02	Severance Accrual	2,270.00
64-01	Health Insurance Premiums	12,000.00
64-02	Health Insurance Reimbursements	460.00
64-03	Life Insurance	320.00
64-04	Long Term Disability	420.00
64-05	Worker's Compensation Insurance	330.00
65-01	F.I.C.A.	12,200.00
66-01	I.P.E.R.S.	15,060.00
<u>Commodities</u>		
101-1061-423. 71-11	Technical Processing Supplies	30,000.00
<u>Services and Charges</u>		
101-1061-423. 81-12	Computer Services	10,000.00
81-91	Licenses & Service Contracts	66,000.00
81-92	Technology services	0.00
89-19	Co-Lab Materials	2,000.00
89-20	Adult Books	52,500.00
89-21	Young Adult Books	18,000.00
89-22	Youth Books	48,000.00
89-23	Large Print Books	6,000.00
89-24	Audio	8,000.00
89-25	Video	41,000.00
89-26	Non-print Resources	29,000.00
89-29	Newspapers	2,300.00
89-31	Periodicals	7,300.00
89-35	Youth Audio	8,800.00
89-36	Youth Video	10,500.00
89-37	Young Adult Audio	2,000.00
89-38	Young Adult Video	1,000.00
89-42	Adult E-materials	40,000.00
89-44	Young Adult E-materials	2,500.00
89-46	Youth E-materials	6,700.00
89-47	Library of Things	2,500.00
<u>Capital</u>		
101-1061-423. 92-01	Structures: Book Return	0.00
93-01	Capital Reserve	0.00
TOTAL LIBRARY:		2,663,700.00
COMMUNITY DEVELOPMENT:		

ADMINISTRATION

Personal Services

101-2205-432.	61-01	Salaries & Wages (Reg)	160,240.00
	61-02	Part-Time	0.00
	61-03	Overtime	1,550.00
	62-01	Payroll Accrual	710.00
	62-02	Severance Accrual	2,620.00
	64-01	Health Insurance Premiums	13,890.00
	64-02	Health Insurance Reimbursements	200.00
	64-03	Life Insurance	370.00
	64-04	Long Term Disability	480.00
	64-05	Worker's Compensation Insurance	340.00
	65-01	F.I.C.A.	12,260.00
	66-01	I.P.E.R.S.	15,130.00

Commodities

101-2205-432.	71-01	Office Supplies	860.00
	72-01	Operating Supplies	190.00
	72-11	Books	700.00
	72-19	Printing Supplies	650.00
	72-25	Mileage	480.00
	72-60	Safety Supplies	50.00
	72-99	Postage	500.00
	73-01	Repair & Maintenance	950.00

Services and Charges

101-2205-432.	81-12	Computer Services	8,740.00
	82-01	Telephone	1,500.00
	83-04	Membership dues	1,000.00
	83-05	Travel	2,500.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	3,260.00
	86-01	Repair & Maintenance	200.00
	86-09	Office Machine Maintenance	750.00
	87-05	Vehicle Maintenance	1,520.00
	88-09	Tourism Office	22,500.00
	88-10	Black Hawk County Health Dept.	13,000.00
	88-16	Visitors & Convention Bureau	500,000.00
	88-17	Cedar Falls Band	35,000.00
	88-35	Tourism Administrative	0.00
	88-36	Trail Fund Maintenance/Reserve	45,000.00
	88-38	Cedar Valley Soccer	10,000.00
	88-43	Tourism Marketing Fund	107,000.00
	88-44	Community Center Support	0.00
	88-49	HLS Capital	31,500.00

Capital Outlay

101-2205-432.	93-01	Equipment	0.00
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TOTAL CD/ADMINISTRATION:

996,640.00

INSPECTION SERVICES DIVISION

Personal Services

101-2235-412.	61-01	Salaries & Wages (Reg)	614,750.00
	61-02	Part-time	59,380.00

61-03	Overtime	20,000.00
62-01	Payroll Accrual	2,720.00
62-02	Severance Accrual	10,040.00
64-01	Health Insurance Premiums	101,000.00
64-02	Health Insurance Reimbursements	1,660.00
64-03	Life Insurance	1,410.00
64-04	Long Term Disability	1,840.00
64-05	Worker's Compensation Insurance	7,850.00
64-06	Unemployment	5,110.00
65-01	F.I.C.A.	53,110.00
66-01	I.P.E.R.S.	65,530.00

Commodities

101-2235-412.	71-01	Office Supplies	1,500.00
	71-07	Code Enforcement Supplies	20,000.00
	72-11	Books, Magazines & Periodicals	3,000.00
	72-16	Tools	500.00
	72-17	Uniforms	1,800.00
	72-19	Printing & Supplies	2,400.00
	72-60	Safety Supplies	1,700.00
	72-99	Postage	2,300.00

101-2235-412.	81-01	Professional Services	1,000.00
	81-12	Computer Services	41,670.00
	82-01	Telephone	7,020.00
	83-04	Membership Dues	2,500.00
	83-05	Travel	5,600.00
	83-06	Education	5,200.00
	84-01	Operating Insurance	3,790.00
	87-05	Vehicle Maintenance	39,820.00
	89-15	Credit Card Charges	20,000.00

Capital Outlay

101-2235-412.	93-01	Equipment	750.00
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TOTAL INSPECTION SERVICES DIVISION:

1,104,950.00

PLANNING & COMMUNITY SERVICES DIVISION

Personal Services

101-2245-442.	61-01	Salaries & Wages (Reg)	465,420.00
	61-02	Part-time	2,500.00
	61-03	Overtime	2,000.00
	62-01	Payroll Accrual	2,060.00
	62-02	Severance Accrual	7,580.00
	64-01	Health Insurance Premiums	35,810.00
	64-02	Health Insurance Reimbursements	1,060.00
	64-03	Life Insurance	1,070.00
	64-04	Long Term Disability	1,400.00
	64-05	Worker's Compensation Insurance	990.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	35,940.00

66-01	I.P.E.R.S.	44,370.00
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Commodities

101-2245-442.	71-01	Office Supplies	1,300.00
	72-01	Operating Supplies	490.00
	72-08	Film & Processing	100.00
	72-11	Books & Magazines	650.00
	72-19	Printing	2,000.00
	72-25	Mileage	190.00
	72-60	Safety	150.00
	72-99	Postage	4,800.00

Services and Charges

101-2245-442.	81-01	Professional Services	13,000.00
	89-86	Consolidation Plan	0.00
	88-60	Historic Survey	2,400.00
	81-12	Computer Services	31,020.00
	81-16	Zoning Ordinance	0.00
	81-18	INRCOG	14,390.00
	82-01	Telephone	1,900.00
	83-04	Memberships	3,500.00
	83-05	Travel & Meals	3,500.00
	83-06	Education & Training	3,500.00
	84-01	Operating Insurance	2,820.00
	86-01	Repair & Maintenance	2,100.00
	89-79	Single Family Conversion Incentive	20,000.00

Capital Outlay

101-2245-442.	93-01	Equipment	90.00
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TOTAL PLANNING & COMMUNITY SERVICES DIVISION:

708,100.00

CULTURAL SERVICES

Personal Services

101-2280-423.	61-01	Salaries & Wages (Reg)	89,250.00
	61-50	Coordinators	263,310.00
	61-54	Instructors	38,610.00
	62-01	Payroll Accrual	400.00
	62-02	Severance Accrual	1,460.00
	64-01	Health Insurance Premiums	13,660.00
	64-02	Health Insurance Reimbursements	190.00
	64-03	Life Insurance	210.00
	64-04	Long Term Disability	270.00
	64-05	Worker's Compensation Insurance	780.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	28,510.00
	66-01	I.P.E.R.S.	35,180.00

Commodities

101-2280-423.	71-01	Office Supplies	2,000.00
	72-11	Dues, Books & Magazines	500.00

72-25	Mileage	100.00
72-70	Classroom Supplies	8,250.00
72-71	Gallery Supplies	4,750.00
72-72	Products for Resale	2,000.00
72-73	Grounds Supplies	1,600.00
72-74	Volunteer/Services Supplies	2,500.00
72-99	Postage	2,000.00
73-01	Repair & Maintenance	1,000.00

Services and Charges

101-2280-423.	81-01	Professional Service Contracts	18,000.00
	81-06	Printing and Publications	7,500.00
	81-12	Computer Services	23,590.00
	81-60	Exhibition fees	4,500.00
	81-61	Promotions	6,000.00
	82-01	Telephone	2,500.00
	83-04	Dues & Memberships	750.00
	83-05	Travel (Food/Mileage/Lodging)	1,800.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	2,140.00
	85-01	Utilities & Heating	15,400.00
	86-01	Repair & Maintenance	3,000.00
	87-05	Vehicle Maintenance	21,550.00
	88-21	Public Art	22,500.00
	89-01	Miscellaneous	500.00
	89-14	Refunds	600.00
	89-15	Credit Card Charges	1,500.00
	89-33	Friends Supported Program	10,000.00

Capital Outlay

101-2280-423.	92-01	Structures, Improvements & Buildings	30,000.00
	93-01	Equipment	4,000.00

TOTAL CULTURAL SERVICES:

673,360.00

RECREATION SERVICES DIVISION

Personal Services

101-2253-423.	61-01	Salaries & Wages (Reg)	392,410.00
	61-09	Fitness Coordinator Wages	0.00
	61-10	Exercise Maint. Wages	9,000.00
	61-11	Youth Softball/Baseball Wages	10,000.00
	61-12	Camp Wages	84,000.00
	61-14	Front Desk Staff Wages	118,110.00
	61-15	Youth Sports Wages	17,000.00
	61-16	Ballfield Maint. Wages	8,000.00
	61-17	Adult Sports Wages	6,000.00
	61-22	Rec Coordinator Wages	49,640.00
	61-24	Swim Lesson Wages	38,600.00
	61-25	Adult Exercise Wages	70,000.00
	61-26	Special Program Wages	2,500.00
	61-27	Child Care Wages	13,500.00
	61-30	Indoor Pool Head-Lifeguard Wages	29,000.00
	61-31	Indoor Pool Lifeguard Wages	17,000.00
	61-35	The Falls Manager Wages	12,500.00
	61-36	The Falls Assistant Manager Wages	25,000.00
	61-37	The Falls Lifeguard Wages	164,000.00
	61-39	The Falls Cashier Wages	16,700.00

61-40	The Falls Concession Wages	42,680.00
61-41	The Falls Maintenance Wages	25,000.00
61-42	Aquatic Program Wages	0.00
62-01	Payroll Accrual	1,740.00
62-02	Severance Accrual	6,400.00
64-01	Health Insurance Premiums	68,320.00
64-02	Health Insurance Reimbursements	950.00
64-03	Life Insurance	890.00
64-04	Long Term Disability	1,180.00
64-05	Worker's Compensation Insurance	16,100.00
64-06	Unemployment	10.00
65-01	F.I.C.A.	87,790.00
66-01	I.P.E.R.S.	108,620.00

Commodities

101-2253-423.	71-01	Office Supplies	9,450.00
	72-17	Uniforms	900.00
	72-19	Printing	2,010.00
	72-25	Mileage	200.00
	72-28	Camp Supplies	24,000.00
	72-30	Rec Cen. Equip. & Supplies	8,000.00
	72-31	Youth Sports Equipment	28,000.00
	72-32	Adult Sports Supplies	10,000.00
	72-36	Birthday Party Supplies	500.00
	72-38	Staff Shirts	1,500.00
	72-41	The Falls Concessions	41,000.00
	72-42	Swim Lesson Supplies	3,000.00
	72-44	Exercise Equipment Repairs	7,000.00
	72-47	Adult Exercise Equipment	12,000.00
	72-49	Child Care Supplies	400.00
	72-50	Special Program Supplies	2,700.00
	73-16	Beach House Supplies	1,000.00
	73-17	The Falls Pool Chemicals	34,000.00
	73-18	Lifeguard Training Supplies	1,750.00
	73-55	Media	2,500.00

Services and Charges

101-2253-423.	81-01	Professional Services	16,000.00
	81-12	Computer Services	84,890.00
	82-01	Telephone	4,000.00
	83-04	Dues & Memberships	1,200.00
	83-05	Travel (Food/Mileage/Lod)	1,500.00
	83-06	Education	1,000.00
	84-01	Operating Insurance	7,710.00
	85-01	Utilities	79,200.00
	85-05	The Falls Utilities	94,600.00
	86-30	Rec Cen Maint. & Upkeep	49,000.00
	86-31	The Falls Repair & Maint.	58,000.00
	87-04	C.F. Schools' Facilities	30,000.00
	87-05	Vehicle Maintenance Fund	11,270.00
	87-06	Beach House Maintenance	5,000.00
	89-04	Sales Tax	0.00
	89-06	Operations (Indoor Pool)	52,000.00
	89-14	Refunds	5,000.00
	89-15	Credit Card Charges	25,000.00

Capital Outlay

101-2253-423. 92-01 Structures, Improvements & Buildings 0.00

TOTAL RECREATION SERVICES DIVISION:

2,157,920.00

PUBLIC WORKS:

ENGINEERING SERVICES DIVISION

Personal Services

101-6625-432. 61-01	Salaries & Wages (Reg)	1,109,010.00
61-02	Part-Time	61,070.00
61-03	Overtime	30,000.00
62-01	Payroll Accrual	4,900.00
62-02	Severance Accrual	18,070.00
64-01	Health Insurance Premiums	160,720.00
64-02	Health Insurance Reimbursements	2,620.00
64-03	Life Insurance	2,540.00
64-04	Long Term Disability	3,330.00
64-05	Worker's Compensation Insurance	15,390.00
64-06	Unemployment	0.00
65-01	F.I.C.A.	91,800.00
66-01	I.P.E.R.S.	113,290.00

Commodities

101-6625-432. 71-01	Office Supplies	3,000.00
71-08	Public Advertising	3,000.00
72-01	Operating Supplies	500.00
72-08	Photography	200.00
72-11	Books, magazines & periodicals	1,000.00
72-16	Tools	1,500.00
72-17	Uniforms	1,000.00
72-18	Survey	4,500.00
72-19	Printing & supplies	1,000.00
72-25	Mileage	200.00
72-26	Testing & Lab	200.00
72-60	Safety Supplies	1,800.00
72-99	Postage	4,000.00
73-05	Operating Equipment	7,400.00

Services and Charges

101-6625-432. 81-12	Computer Services	69,920.00
81-44	USGS River Gauge	12,500.00
82-01	Telephone	9,500.00
83-04	Membership Dues	2,500.00
83-05	Travel	3,500.00
83-06	Education & Training	5,500.00
83-07	Registrations	1,500.00
84-01	Operating Insurance	6,350.00
86-01	Operating Equipment	2,500.00
86-25	Engineering & Architecture	50,000.00
86-29	Lab & Testing	1,000.00
87-05	Vehicle Maintenance	44,600.00

Capital Outlay

101-6625-432. 93-01 Equipment 5,000.00

TOTAL ENGINEERING SERVICES DIVISION:

1,856,410.00

CEMETERY SECTION

Personal Services

101-6613-433.	61-01	Salaries & Wages (Reg)	210,320.00
	61-02	Part-time	51,910.00
	61-03	Overtime	3,500.00
	62-01	Payroll Accrual	930.00
	62-02	Severance Accrual	3,430.00
	64-01	Health Insurance Premiums	42,360.00
	64-02	Health Insurance Reimbursements	590.00
	64-03	Life Insurance	480.00
	64-04	Long Term Disability	630.00
	64-05	Worker's Compensation Insurance	3,300.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	20,330.00
	66-01	I.P.E.R.S.	25,090.00

Commodities

101-6613-433.	72-01	Operating Supplies	15,000.00
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Services and Charges

101-6613-433.	81-12	Computer Services	15,550.00
	82-01	Telephone	1,000.00
	84-01	Operating Insurance	1,410.00
	85-01	Utilities	12,500.00
	86-01	Repair & Maintenance	1,000.00
	87-05	Vehicle Maintenance	5,890.00

Capital Outlay

101-6613-433.	92-01	Structures, Improve. & Buildings, Road Improve., Signs	1,000.00
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TOTAL CEMETERY SECTION:

416,220.00

GOLF SECTION

Services and Charges

101-6623-423.	81-12	Computer Services	1,050.00
	82-01	Telephone	1,750.00
	84-01	Operating Insurance	100.00
	85-01	Utilities	20,000.00
	86-01	Repair & Maintenance	5,000.00
	87-05	Vehicle Maintenance	9,600.00

TOTAL GOLF SECTION:

37,500.00

PARK SECTION

Personal Services

101-6633-423.	61-01	Salaries & Wages (Reg)	393,860.00
	61-02	Part-time	370,150.00
	61-03	Overtime	5,000.00
	62-01	Payroll Accrual	1,740.00
	62-02	Severance Accrual	6,420.00
	64-01	Health Insurance Premiums	54,870.00
	64-02	Health Insurance Reimbursements	1,140.00
	64-03	Life Insurance	900.00

64-04	Long Term Disability	1,180.00
64-05	Worker's Compensation Insurance	8,020.00
64-06	Unemployment Insurance	36,590.00
65-01	F.I.C.A.	56,270.00
66-01	I.P.E.R.S.	72,590.00

Commodities

101-6633-423. 71-01	General Office Supplies	500.00
72-01	Operating Supplies	131,410.00

Services and Charges

101-6633-423. 81-01	Contracts	19,000.00
81-12	Computer Services	56,070.00
82-01	Telephone	3,850.00
83-04	Membership Dues	700.00
83-05	Travel	720.00
83-06	Education & Training	2,540.00
84-01	Operating Insurance	5,100.00
85-01	Utilities	34,000.00
86-01	Repair & Maintenance	11,000.00
87-05	Vehicle Maintenance	391,720.00

Capital Outlay

101-6633-423. 92-01	Structures, Improvements & Buildings	124,000.00
93-01	Equipment	9,000.00

TOTAL PARK SECTION:

1,798,340.00

PUBLIC BUILDINGS:

Personal Services

101-6616-446. 61-01	Salaries & Wages (Reg)	111,030.00
61-02	Part-time	0.00
61-03	Overtime	780.00
62-01	Payroll Accrual	490.00
62-02	Severance Accrual	1,810.00
64-01	Health Insurance Premiums	15,980.00
64-02	Health Insurance Reimbursements	290.00
64-03	Life Insurance	260.00
64-04	Long Term Disability	330.00
64-05	Worker's Compensation Insurance	2,210.00
64-06	Unemployment	0.00
65-01	F.I.C.A.	8,550.00
66-01	I.P.E.R.S.	10,550.00

Commodities

101-6616-446. 72-01	Operating Supplies	72,000.00
72-17	Uniforms	1,500.00
72-54	Building	3,430.00
73-05	Operating Equipment	15,000.00
73-06	Building Repair	51,000.00
73-41	Civil Defense Sirens	4,000.00

Services and Charges

101-6616-446. 81-08	Pest Control	4,430.00
81-12	Computer Services	40,130.00
82-01	Telephone	1,000.00
83-06	Education	1,500.00

84-01	Operating Insurance	3,650.00
85-01	Public Utility Services	127,000.00
86-02	Building & Grounds	311,020.00
86-14	Mechanical Equipment Servicing	18,000.00
86-30	Maintenance & Upkeep	6,000.00
86-70	Civil Defense Siren Repair	3,000.00
87-05	Vehicle Maintenance	16,720.00

Capital Outlay

101-6616-446. 93-01	Equipment	40,000.00
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TOTAL PUBLIC BUILDINGS SECTION:

871,660.00

FIRE DEPARTMENT

Personal Services

101-4511-414. 61-01	Salaries & Wages (Reg)	2,729,840.00
61-02	Part-time	0.00
61-03	Overtime	30,000.00
61-74	Fire Hrs. over 212	100,000.00
61-78	Part-time - POC/PSO Program	17,000.00
62-01	Payroll Accrual	12,160.00
62-02	Severance Accrual	44,770.00
64-01	Health Insurance Premiums	279,740.00
64-02	Health Insurance Reimbursements	5,210.00
64-03	Life Insurance	3,590.00
64-04	Long Term Disability	8,250.00
64-06	Unemployment	700.00
65-01	F.I.C.A.	47,580.00
66-01	I.P.E.R.S.	15,840.00

Commodities

101-4511-414. 71-01	Office Supplies	3,500.00
72-02	Laundry	500.00
72-04	SCBA Supplies	12,000.00
72-07	EMS/Rescue Supplies	10,000.00
72-08	Camera/Photo	500.00
72-09	Equipment Repair	12,000.00
72-10	Fire Prevention	7,000.00
72-11	Dues, Books & Magazines	4,500.00
72-19	Printing	3,000.00
72-20	Firefighter Equipment Supplies	30,000.00
72-23	Radio Fees & MDC fees	13,000.00
72-77	Volunteer Recruiting & Supplies	5,000.00
72-78	Fire Investigations	500.00
72-99	Postage	3,500.00
73-02	Dormitory Furnishings	4,000.00
73-06	Building Repair	5,000.00
73-10	Headquarter Supplies	6,000.00

Services and Charges

101-4511-414. 81-12	Computer Services	154,130.00
81-46	Emergency Management Agency	67,570.00
81-71	Consolidated Dispatch	345,540.00
81-75	NIRG	19,630.00
82-01	Telephone	10,400.00
83-05	Travel (Food/Mileage/Lodging)	15,500.00

83-06	Education & Training	20,000.00
84-01	Operating Insurance	14,010.00
85-01	Utilities & Heating	80,000.00
86-01	Repair & Maintenance	7,000.00
86-50	Service Contract	9,000.00
87-05	Vehicle Maintenance	149,320.00
89-40	Uniform Allowance	32,000.00

Capital Outlay

101-4511-414.	93-01	Equipment	18,760.00
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TOTAL FIRE DEPARTMENT:

4,357,540.00

POLICE DEPARTMENT

Personal Services

101-5521-415.	61-01	Salaries & Wages (Reg)	4,200,480.00
	61-02	Part-time	107,300.00
	61-03	Overtime - Regular	56,000.00
	61-05	Comm. Service Officers	150,130.00
	61-70	Overtime - Holiday	14,000.00
	61-77	Reserve-External	10,000.00
	61-78	Reserve - Paid On-Call Program	105,420.00
	62-01	Payroll Accrual	19,000.00
	62-02	Severance Accrual	69,990.00
	64-01	Health Insurance Premiums	519,450.00
	64-02	Health Insurance Reimbursements	9,180.00
	64-03	Life Insurance	4,570.00
	64-04	Long Term Disability	13,140.00
	65-01	F.I.C.A.	90,790.00
	66-01	I.P.E.R.S.	37,780.00

Commodities

101-5521-415.	71-01	Office Supplies	6,500.00
	71-04	Tickets	2,000.00
	71-05	Advertising & Notices	400.00
	71-07	Code Enforcement	7,000.00
	72-01	Operating Supplies	29,000.00
	72-08	Photo & Identification	11,000.00
	72-11	Magazines & Subscriptions	2,500.00
	72-19	Printing	6,000.00
	72-20	Officers' Equipment	42,000.00
	72-21	Community Service Projects	3,500.00
	72-23	Radio Fees & MDC fees	30,000.00
	72-24	Ammunition	32,000.00
	72-29	MIRT Equipment	5,000.00
	72-33	Police Auxiliary Program	6,000.00
	72-34	Community Srvc. Officer Program	2,500.00
	72-99	Postage	2,400.00

Services and Charges

101-5521-425.	81-20	Humane Society	123,000.00
	81-21	After Hours Animal Control	2,000.00
101-5521-415.	81-01	Professional Services	10,000.00
	81-12	Computer Services	312,830.00
	81-58	Witness fees/Subpoenas	2,500.00
	81-70	Contract Services	7,500.00
	81-71	Consolidated Dispatch	691,080.00

82-01	Telephone	22,400.00
83-04	Dues & Memberships	5,000.00
83-05	Travel (Food/Mileage/Lodging)	25,000.00
83-06	Education & Training	20,000.00
83-08	Academy	30,000.00
84-01	Operating Insurance	23,430.00
85-01	Utilities	58,300.00
86-05	Equipment Repairs	10,000.00
86-06	Weapon Maintenance	1,500.00
87-05	Vehicle Maintenance	387,670.00
89-40	Uniform Allowance	35,000.00
89-43	Buy Money	2,000.00
89-99	Canine Unit	12,000.00

Capital Outlay

101-5521-415. 93-01	Equipment	52,000.00
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TOTAL POLICE DEPARTMENT: 7,428,240.00

TOTAL GENERAL FUND: 30,655,240.00

OTHER FUNDS

CABLE TELEVISION FUND

Personal Services

254-1088-431. 61-01	Salaries & Wages (Reg)	235,200.00
61-02	Part-time	28,760.00
61-03	Overtime	1,000.00
62-01	Payroll Accrual	1,040.00
62-02	Severance Accrual	3,830.00
64-01	Health Insurance Premiums	40,980.00
64-02	Health Insurance Reimbursements	570.00
64-03	Life Insurance	540.00
64-04	Long Term Disability	710.00
64-05	Worker's Compensation Insurance	830.00
65-01	F.I.C.A.	20,190.00
66-01	I.P.E.R.S.	24,920.00

Commodities

254-1088-431. 71-05	Advertising	0.00
72-01	Operating Supplies	6,000.00
72-11	Dues, books, magazines	3,000.00
73-01	Repair & Maintenance Supplies	3,000.00

Services and Charges

254-1088-431. 81-12	Computer Services	26,040.00
81-37	Legal Services	5,000.00
82-01	Telephone	1,300.00
83-05	Travel (Food/Mileage/Lodging)	1,500.00
83-06	Education & Training	500.00
84-01	Operating Insurance	6,980.00
86-01	Repair & Maintenance	5,000.00
87-05	Vehicle Maintenance Fund	12,670.00
89-18	Community Programming	35,500.00

Capital Outlay

254-1088-431.	92-01	Structures, Improvements & Buildings	0.00
	93-01	Equipment	200,000.00

Transfers

254-1088-481.	50-01	General Fund Transfer	71,920.00
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TOTAL CABLE TELEVISION FUND:

736,980.00

DATA PROCESSING FUND

Personal Services

606-1078-441.	61-01	Salaries & Wages (Reg)	447,450.00
	61-02	Part-Time	42,560.00
	61-03	Overtime	210.00
	62-01	Payroll Accrual	1,980.00
	62-02	Severance Accrual	7,290.00
	64-01	Health Insurance Premiums	62,360.00
	64-02	Health Insurance Reimbursements	1,140.00
	64-03	Life Insurance	1,030.00
	64-04	Long Term Disability	1,350.00
	64-05	Worker's Compensation Insurance	2,640.00
	65-01	F.I.C.A.	37,500.00
	66-01	I.P.E.R.S.	46,280.00

Commodities

606-1078-441.	71-01	Office Supplies	8,500.00
	72-01	Operating Supplies	3,500.00

Services and Charges

606-1078-441.	81-01	Professional Services	1,000.00
	81-40	Public Information Program: Currents	32,500.00
	81-41	EGOV	30,000.00
	81-42	CJIS Operations & System Expansion	26,250.00
	81-43	Library Computer Services	35,000.00
	81-70	Contract Services	35,000.00
	82-01	Telephone	6,000.00
	82-30	Fiber Optics	53,600.00
	83-05	Travel (Food/Mileage/Lodging)	1,500.00
	83-06	Education & Training	6,000.00
	84-01	Operating Insurance	19,100.00
	86-01	Repair Maintenance	25,000.00
	86-10	Software Support Agreements	365,000.00

Capital Outlay

606-1078-441.	93-01	Equipment	717,050.00
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TOTAL DATA PROCESSING FUND:

2,016,790.00

PARKING FUND

Personal Services

258-5531-435.	61-01	Salaries & Wages (Reg)	81,260.00
	61-02	Part-time	124,780.00
	62-01	Payroll Accrual	360.00
	62-02	Severance Accrual	1,320.00
	64-01	Health Insurance	16,860.00
	64-02	Health Insurance Reimbursement	250.00
	64-03	Life Insurance	180.00
	64-04	Long Term Disability	250.00
	64-05	Worker's Compensation Insurance	2,010.00
	65-01	F.I.C.A.	15,770.00
	66-01	I.P.E.R.S.	19,450.00

Commodities

258-5531-435.	71-01	Office Supplies	800.00
	71-04	Ticket Envelopes	3,000.00
	72-01	Operating Supplies	10,000.00
	72-17	Uniforms	500.00
	72-99	Postage	500.00
	73-21	Parking Meter Repairs	1,000.00

Services and Charges

258-5531-435.	81-12	Computer Services	15,910.00
	81-22	Consultant - Parking Study	71,300.00
	81-48	Contract Services	49,150.00
	82-01	Telephone	1,700.00
	83-05	Travel (Food/Mileage/Lodging)	2,000.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	4,950.00
	86-01	Repair & Maintenance	500.00
	87-05	Vehicle Maintenance Fund	1,830.00

Capital Outlay

258-5531-435.	92-01	Structures, Improvements & Buildings	0.00
258-5531-435	93-01	Equipment	4,000.00

Transfers

258-5531-485.	50-01	Transfers to General Fund	30,370.00
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TOTAL PARKING FUND:

461,000.00

COMMUNITY CENTER AND SENIOR SERVICES FUND

Personal Services

262-1092-423.	61-02	Part-Time	49,210.00
	64-05	Worker's Compensation	720.00
	65-01	FICA	3,770.00
	66-01	IPERS	4,650.00

Commodities

262-1092-423.	71-01	Office Supplies	700.00
	72-01	Operating Supplies	2,400.00
	72-19	Printing	300.00
	72-99	Postage	600.00
	73-54	Promotional Materials	400.00

Services and Charges

262-1092-423	81-12	Computer Services	3,820.00
	82-01	Telephone	750.00
	84-01	Insurance	1,090.00
	85-01	Utilities	23,000.00
	86-01	Repairs & Maintenance	4,000.00
	87-01	Contract Rentals	8,000.00
	89-08	Trips Buses	11,000.00

Capital Outlay

262-1092-423.	93-01	Equipment	0.00
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Transfers

262-1092-483.	50-01	Transfer to General Fund	16,390.00
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TOTAL COMMUNITY CENTER & SENIOR SERVICES FUND:			130,800.00
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HOSPITAL FUND

Services and Charges

215-1230-421.	88-45	Community Health Care Program	0.00
	89-45	Farm Taxes	15,000.00

Capital Outlay

215-1230-421.	92-01	Structures, Improvements & Buildings	0.00
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TOTAL HOSPITAL FUND:			15,000.00
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TRUST AND AGENCY FUND

292-5521-415.	53-01	Police Retirement	951,720.00
292-5521-415.	54-01	Police Work Comp	83,460.00
293-4511-414.	53-02	Fire Retirement	592,680.00
293-4511-414.	54-02	Fire Work Comp	88,470.00

Transfers

724-0000-487.	50-01	Transfers to General Fund	1,891,790.00
724-0000-487.	50-03	Transfers to S.S.M.I.D. - downtown	49,640.00
724-0000-487.	50-06	Transfers to S.S.M.I.D. - college hill	22,130.00

TOTAL TRUST AND AGENCY FUND:			3,679,890.00
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DEBT SERVICE FUND

311-1801-468.	41-37	2012 Sewer Financing Principal	855,000.00
	41-38	2016 Sewer Bonds Principal	615,000.00
	41-67	2016 GO Bonds	280,000.00
	41-36	Sewer SRF Loan/Princ.	350,000.00
	41-39	2018 Sewer Bonds	225,000.00
	41-68	2018 GO Bonds	295,000.00
	41-40	2018 Stormwater Bonds Principal	95,000.00
	41-69	2020 GO Bonds	350,000.00
	41-70	2022 GO Bonds	250,000.00
	42-37	2012 Sewer Financing Interest	121,650.00
	42-38	2016 Sewer Bonds Interest	64,300.00
	42-67	2016 GO Bonds/Interest	17,100.00
	42-36	Sewer SRF Loan/Interest	81,060.00

42-39	2018 Sewer Bonds/Interest	53,400.00	
42-40	2018 Stormwater Bonds Interest	22,750.00	
42-68	2018 GO Bonds/Interest	70,850.00	
42-69	2020 GO Bonds Interest	52,500.00	
42-70	2022 GO Bonds Interest	155,900.00	
311-1801-481. 50-00	TIF Transfers	3,441,260.00	
TOTAL DEBT SERVICE FUND:			7,395,770.00
GENERAL OBLIGATION BOND FUND			
<u>Capital Outlay</u>			
439-1220-431. 94-55	Camera's	20,000.00	
98-43	Cedar River Project	70,000.00	
TOTAL GENERAL OBLIGATION BOND FUND:			90,000.00
TIF BOND FUND			
430-1220-431. 91-10	Industrial Park Expansion	500,000.00	
98-21	Comp Plan	25,000.00	
94-29	College Hill Maintenance & Improvements	5,000.00	
97-53	W. 22nd St. Realignment & Expansion	400,000.00	
97-47	Parking Equipment	300,000.00	
95-76	Downtown Maintenance & Improvements	10,000.00	
97-79	Ridgeway Ave. Reconstruction	1,300,000.00	
97-80	Northern Industrial Park Insurance & Maintenance	30,000.00	
97-48	Parking Lot City Hall	130,000.00	
92-10	Olive Street Box Culvert	1,400,000.00	
89-02	Annual Rebates	1,637,900.00	
97-67	Downtown Parking Lot Improvements	150,000.00	
97-50	Downtown Parking Ramp Study	100,000.00	
97-55	Gibson Property Development	1,425,000.00	
97-96	Prairie Parkway & Viking Road Intersection	300,000.00	
92-19	RR Spur Crossings Removals	62,500.00	
98-45	Main Street	500,000.00	
TOTAL TIF BOND FUND:			8,275,400.00
2024 BOND FUND			
434-1220-431. 95-48	Bunker Gear	63,000.00	
95-70	Trail Oversizing	20,000.00	
95-73	Sidewalk Reconstruction Program	100,000.00	
95-01	Bond Fees	50,000.00	
98-24	Annual Street Repair-Amenities	60,000.00	
95-02	Capitalized Interest	150,000.00	
98-91	In Car Camera's/Body Camera	240,000.00	
98-92	Library Automated Handler	172,000.00	
98-80	Infrastructure Oversizing	50,000.00	
98-96	Financial System	400,000.00	
92-95	Pedestrian Way to Aldrich Elementary	15,000.00	
98-81	Pickleball Expansion	200,000.00	

95-60	Technical Rescue Equipment	10,000.00
92-96	West 20th Sidewalk Infill	50,000.00
98-13	West 23rd	100,000.00

TOTAL 2024 BOND FUND

1,680,000.00

STREET REPAIR FUND

Capital Outlay

242-1240-431.	92-44	Street Reconstruction	2,000,000.00
	92-46	Street Restoration	2,000,000.00
	92-51	Seal Coat	100,000.00
	92-19	RR Spur Crossing Removal	52,500.00
	98-45	Main St.	5,800,000.00
	92-92	West 22nd St. Expansion	385,000.00
	92-93	West 27th St.	1,100,000.00

TOTAL STREET REPAIR FUND:

11,437,500.00

CAPITAL PROJECTS FUND

Capital Outlay

443-1220-431.	50-01	Design/Construction/Inspection	400,000.00
	92-26	Beach House Dehumidification	15,000.00
	94-90	Downtown TIF-SSMD Reimbursement	205,560.00
	94-80	Big Woods Lake Cabin	62,500.00
	98-03	Code Enforcement, Property Clean-up, Condemnation	45,000.00
	92-27	Cemetery Columbariums	70,000.00
	92-28	Community Center Tables & Chairs	50,000.00
	92-07	Gold Star Family Monument	65,000.00
	98-35	Northern Cedar Falls Landscaping Improvements	25,000.00
	92-24	High School Pool	4,100,000.00
	98-90	College Hill TIF SSMID Reimbursement	8,000.00
	98-07	Door Lock System	50,400.00
	98-43	Cedar River Recreational Improvements	1,000,000.00
	92-97	Library Atrium Window Replacement	25,000.00
	92-23	Mini Plaza Historical Area	75,000.00
	98-81	Pickleball Expansion	200,000.00
	94-23	Property Flood Buyouts	300,000.00
	92-19	RR Spur Crossing Removal	62,500.00
	98-49	Strategic Plan	12,500.00
	50-07	TIF Transfers	2,704,180.00
	94-95	Trail Maintenance	50,000.00
	98-44	Trail Reconstruction	50,000.00
	92-29	Zoning Ordinance	75,000.00

TOTAL CAPITAL PROJECTS FUNDS:

9,650,640.00

BLOCK GRANT FUND

Personal Services

223-2224-432.	61-01	Salaries & Wages (Reg)-PPM	5,090.00
	61-02	Part-Time	1,523.00
	62-01	Payroll Accrual-PPM	20.00
	62-02	Severance Accrual-PPM	80.00
	64-01	Health Insurance Premiums-PPM	460.00
	64-02	Health Insurance Reimbursements-PPM	10.00
	64-03	Life Insurance-PPM	20.00
	64-04	Long Term Disability-PPM	20.00
	64-05	Worker's Compensation Insurance-PPM	10.00
	65-01	F.I.C.A.-PPM	510.00
	66-01	I.P.E.R.S.-PPM	620.00

Commodities

223-2224-432.	71-01	Office Supplies	100.00
	72-01	Operating Supplies	150.00
	72-11	Books, Magazines & Dues	100.00
	72-19	Printing	400.00
	72-25	Mileage	50.00
	72-99	Postage	150.00

Services and Charges

223-2224-432.	81-01	Contracted Services	31,500.00
	81-12	Computer Services	12,180.00
	82-01	Telephone	300.00
	83-05	Travel (Food/Mileage/Lodging)	1,000.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	1,260.00
	86-01	Equipment Maintenance	160.00
	89-86	Consolidated Plan	10,000.00
	88-62	Code Enforcement	5,000.00

Personal Services

223-2234-432.	61-02	Salaries & Wages	1,817.00
	62-01	Payroll Accrual - HR	0.00
	62-02	Severance Accrual - HR	0.00
	64-01	Health Insurance Premiums - HR	0.00
	64-02	Health Insurance Reimbursements - HR	0.00
	64-03	Life Insurance - HR	0.00
	64-04	Long Term Disability - HR	0.00
	64-05	Worker's Compensation Insurance - HR	0.00
	65-01	F.I.C.A - HR	140.00
	66-01	I.P.E.R.S. - HR	170.00

Services and Charges

223-2234-432.	81-01	Contracted Services	53,000.00
	89-50	Housing Rehabilitation	274,500.00
	89-60	Service Agencies	40,960.00

Capital Outlay

223-2234-432.	98-66	Sidewalk Infill	0.00
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TOTAL BLOCK GRANT FUND:

442,300.00

HOUSING VOUCHERS FUND

Personal Services

217-2214-432.	61-01	Salaries & Wages (Reg)	68,950.00
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61-02	Part-Time	69,630.00
61-03	Overtime	1,040.00
62-01	Payroll Accrual	300.00
62-02	Severance Accrual	1,120.00
64-01	Health Insurance Premiums	14,120.00
64-02	Health Insurance Reimbursements	200.00
64-03	Life Insurance	170.00
64-04	Long Term Disability	210.00
64-05	Worker's Compensation Insurance	280.00
65-01	F.I.C.A.	10,680.00
66-01	I.P.E.R.S.	13,180.00

Commodities

217-2214-432.	71-01	Office Supplies	300.00
	72-01	Operating Supplies	440.00
	72-11	Books, Magazines & Dues	700.00
	72-25	Mileage	100.00
	72-99	Postage	1,700.00

Services and Charges

217-2214-432.	81-01	Professional Services	21,100.00
	81-12	Computer Services	58,230.00
	82-01	Telephone	700.00
	83-05	Travel (Food/Mileage/Lodging)	1,000.00
	83-06	Education & Training	1,000.00
	84-01	Operating Insurance	7,690.00
	89-61	Housing Assistance - Occupied	1,173,000.00
	89-63	Housing Assistance - Damages	8,000.00
	89-65	Administrative Fee Due Others	2,500.00
	89-86	Consolidated Plan	5,000.00

TOTAL HOUSING VOUCHERS FUND:

1,461,340.00

VISITORS & TOURISM FUND

Personal Services

261-2291-423.	61-01	Salaries & Wages (Reg)	159,610.00
	61-02	Part-time	122,880.00
	62-01	Payroll Accrual	710.00
	62-02	Severance Accrual	2,600.00
	64-01	Health Insurance Premium	27,330.00
	64-02	Health Insurance Reimbursement	380.00
	64-03	Life	370.00
	64-04	Long Term Disability	480.00
	64-05	Worker's Compensation Insurance	4,140.00
	65-01	F.I.C.A.	21,610.00
	66-01	I.P.E.R.S.	26,670.00

Commodities

261-2291-423.	71-01	Office Supplies	1,000.00
	72-01	Operating Supplies	1,000.00
	72-99	Postage	10,000.00
	73-52	Brochures and Publications	14,000.00
	73-53	Internet Design	19,000.00
	73-54	Promotional Items	1,000.00
	73-55	Media	55,880.00
	73-56	Research & Special Projects	2,500.00

73-57	Gift Shop	3,000.00	
<u>Services and Charges</u>			
261-2291-423.	81-12 Computer Services	28,920.00	
	82-01 Telephone	2,700.00	
	83-04 Dues & Memberships	3,000.00	
	83-05 Travel	6,000.00	
	83-06 Education	3,000.00	
	83-07 Registration	4,000.00	
	84-01 Insurance	9,090.00	
	85-01 Utilities	13,500.00	
	85-20 Internet Service	0.00	
	85-21 Copier Lease & Use	1,000.00	
	85-23 Building Maintenance	500.00	
	85-50 Community Awareness	3,000.00	
	85-51 Events, Bids, & Sponsorships	7,000.00	
	85-52 Grants	62,000.00	
	85-54 Enhance Iowa Grants	16,000.00	
	87-05 Vehicle Maintenance Fund	1,780.00	
	88-43 Comm. Betterment Grants	28,000.00	
	88-47 Economic Development Grants	45,000.00	
<u>Capital Outlay</u>			
261-2291-423.	92-01 Structures, Improve. & Buildings	50,000.00	
	93-01 Equipment	2,200.00	
<u>Transfers</u>			
261-2291-483.	50-01 Transfers to General Fund	8,250.00	
TOTAL VISITORS & TOURISM FUND:			769,100.00
COMMUNITY DEVELOPMENT CAPITAL RESERVES FUND			
<u>Capital Outlay</u>			
295-2253-423.	92-01 Structures, Improve. & Bldg-Softball	3,000.00	
296-6623-423.	92-01 Structures, Improve. & Bldg-Golf	55,000.00	
297-2253-423.	92-01 Structures, Improve. & Bldg-Rec. Ctr.	1,560,000.00	
298-2280-423.	92-01 Structures, Improve. & Bldg-Hearst Center	0.00	
TOTAL COMMUNITY DEVELOPMENT CAPITAL RESERVES FUND:			1,618,000.00
REFUSE FUND			
ADMINISTRATION			
<u>Personal Services</u>			
551-6675-436.	61-01 Salaries & Wages (Reg)	307,890.00	
	61-02 Part-time	32,440.00	
	62-01 Payroll Accrual	1,360.00	
	62-02 Severance Accrual	5,020.00	
	64-01 Health Insurance Premiums	36,430.00	
	64-02 Health Insurance Reimbursements	510.00	
	64-03 Life Insurance	700.00	
	64-04 Long Term Disability	920.00	
	64-05 Worker's Compensation Insurance	710.00	

65-01	F.I.C.A.	26,040.00
66-01	I.P.E.R.S.	32,130.00
<u>Commodities</u>		
551-6675-436.	71-01 Office Supplies	1,000.00
	71-06 Office Equipment Supplies	500.00
	72-01 Operating Supplies	500.00
	72-11 Books	500.00
	72-19 Printing & Supplies	500.00
	72-60 Safety Supplies	100.00
	72-99 Postage	1,000.00
<u>Services and Charges</u>		
551-6675-436.	81-12 Computer Services	17,980.00
	82-01 Telephone	2,500.00
	83-04 Membership Dues	200.00
	83-05 Travel	250.00
	83-06 Education	350.00
	84-01 Operating Insurance	7,330.00
	86-01 Repair & Maintenance	500.00
	86-09 Office Equipment Maintenance	750.00
	87-05 Vehicle Maintenance Fund	5,820.00
TOTAL ADMINISTRATION:		483,930.00
 O & M REFUSE SECTION		
<u>Personal Services</u>		
551-6685-436.	61-01 Salaries & Wages (Reg)	479,250.00
	61-02 Part-time	354,740.00
	61-03 Overtime	11,330.00
	62-01 Payroll Accrual	3,440.00
	62-02 Severance Accrual	7,810.00
	64-01 Health Insurance Premiums	100,280.00
	64-02 Health Insurance Reimbursements	1,520.00
	64-03 Life Insurance	1,100.00
	64-04 Long Term Disability	1,440.00
	64-05 Worker's Compensation Insurance	29,910.00
	64-06 Unemployment	2,600.00
	65-01 F.I.C.A.	63,020.00
	66-01 I.P.E.R.S.	77,760.00
<u>Commodities</u>		
551-6685-436.	71-01 Office Supplies	2,190.00
	71-05 Advertising	1,570.00
	71-06 Office Equipment Supplies	590.00
	72-01 Operating Supplies	9,700.00
	72-11 Books, Magazines & Periodicals	250.00
	72-16 Tools	1,570.00
	72-17 Uniforms	2,500.00
	72-19 Printing & Supplies	1,670.00
	72-54 Building	7,130.00
	72-56 Flood Control	1,900.00
	72-60 Safety Supplies	4,200.00
	72-64 Automated Carts	54,850.00
	72-66 Dumpster Replacements	8,000.00
	72-99 Postage	1,570.00

73-01	Repair & Maintenance Supplies	4,000.00	
73-05	Operating Equipment	11,000.00	
73-06	Building & Grounds	5,350.00	
<u>Services and Charges</u>			
551-6685-436. 81-12	Computer Services	99,650.00	
81-51	Post Employment Physicals	600.00	
81-52	Drug Testing	2,000.00	
82-01	Telephone	1,600.00	
83-04	Membership Dues	600.00	
83-05	Travel	760.00	
83-06	Education	1,700.00	
84-01	Operating Insurance	25,000.00	
85-01	Utilities & Heating	48,000.00	
86-01	Operating Equipment	1,600.00	
86-09	Office Equipment	300.00	
86-12	Towels	300.00	
86-34	Billing & Collecting	70,330.00	
86-35	Services/Scales	7,000.00	
86-36	Transfer Station Maintenance	20,000.00	
86-37	Refuse Cart Tracking Software/Elect	5,000.00	
87-02	Material Disposal/Handling	679,000.00	
87-03	Equipment Rental	2,000.00	
87-05	Vehicle Maintenance Fund	499,610.00	
89-04	Sales Tax	3,000.00	
89-81	Cafeteria & Benefits Plan	4,000.00	
551-6685-426. 81-20	Disposal of Dead Animals	7,000.00	
<u>Capital Outlay</u>			
551-6685-436. 92-01	Structures, Improv., Buildings	75,000.00	
551-6685-436. 93-01	Equipment	390,000.00	
<u>Transfers</u>			
551-6685-486. 50-01	Transfers to General Fund	200,280.00	
TOTAL O & M REFUSE SECTION:			3,396,570.00
TOTAL REFUSE FUND:			3,880,500.00
STORM WATER FUND			
<u>Personal Services</u>			
555-6630-432. 61-01	Salaries & Wages (Reg)	250,350.00	
61-02	Part-Time	2,000.00	
61-03	Overtime	3,000.00	
62-01	Payroll Accrual	1,110.00	
62-02	Severance Accrual	4,080.00	
64-01	Health Insurance Premiums	38,790.00	
64-02	Health Insurance Reimbursements	670.00	
64-03	Life Insurance	580.00	
64-04	Long Term Disability	750.00	
64-05	Worker's Compensation Insurance	6,110.00	
65-01	F.I.C.A.	19,380.00	
66-01	I.P.E.R.S.	23,910.00	
<u>Commodities</u>			
555-6630-432. 72-01	Operating Supplies	2,500.00	
72-08	Photography Supplies	300.00	

	72-26	Testing & Labs	2,000.00	
	73-34	Storm Sewers	22,000.00	
<u>Services and Charges</u>				
555-6630-432.	81-12	Computer Services	72,650.00	
	81-40	Public Information	5,000.00	
	82-01	Telephone	1,000.00	
	83-04	Membership Dues	10,000.00	
	83-05	Travel	1,000.00	
	83-06	Education & Training	2,500.00	
	84-01	Insurance	11,430.00	
	86-01	Repair Maintenance	5,000.00	
	86-20	Storm Sewers	25,000.00	
	86-26	ARC Map Modeling	5,000.00	
	86-34	Billing & Collecting	70,330.00	
<u>Capital Outlay</u>				
555-6630-432.	92-01	Structures, Improve. & Bldgs.	1,155,000.00	
<u>Transfers</u>				
555-6630-432.	50-01	Transfers to General Fund	158,220.00	
TOTAL STORM WATER FUND:				1,899,660.00
SEWER RENTAL FUND				
SEWER REVENUE BOND FUND				
<u>Capital Outlay</u>				
555-6655-436.	96-78	Nutrient Reduction Improvements	13,550,000.00	
TOTAL SEWER REVENUE BOND FUND:				13,550,000.00
WATER RECLAMATION				
<u>Personal Services</u>				
552-6665-436.	61-01	Salaries & Wages (Reg)	1,012,600.00	
	61-02	Part-Time	50,570.00	
	61-03	Overtime	16,000.00	
	62-01	Payroll Accrual	4,480.00	
	62-02	Severance Accrual	16,510.00	
	64-01	Health Insurance Premiums	201,090.00	
	64-02	Health Insurance Reimbursements	3,170.00	
	64-03	Life Insurance	2,320.00	
	64-04	Long Term Disability	3,040.00	
	64-05	Worker's Compensation Insurance	19,710.00	
	65-01	F.I.C.A.	78,710.00	
	66-01	I.P.E.R.S.	97,120.00	
<u>Commodities</u>				
552-6665-436.	71-01	Office Supplies	500.00	
	71-06	Office Equipment Supplies	1,200.00	
	72-05	Fuel for Generator	2,000.00	
	72-11	Books, Magazines & Periodicals	300.00	
	72-16	Tools	3,000.00	
	72-17	Uniforms	3,000.00	

72-19	Printing & Supplies	500.00
72-26	Testing & Lab	0.00
72-60	Safety Supplies	8,000.00
72-67	Odor Control	0.00
72-68	Polymer	0.00
72-99	Postage	600.00
73-05	Operating Equipment	103,000.00
73-06	Building & Grounds	8,000.00
73-31	Lab Supplies & Equipment	16,000.00
73-67	Odor Control	10,000.00
73-68	Polymer	30,000.00
73-36	Supplies - Sanitary Lift Stations	0.00
74-05	Operating Equip. - Collections System	6,000.00
74-06	Building & Grounds - Lift Stations	6,000.00
74-13	PW Repair Equip & Supplies	35,000.00
74-19	Barricades & Flashers - Sewer	1,000.00
74-27	Iowa OneCall	5,500.00
74-36	Supplies/Sanitary Lift Stations	35,000.00
74-53	CCTV Equipment & Supplies	14,000.00
74-56	Flood Control - Sewer	2,000.00

Services and Charges

552-6665-436. 81-12	Computer Services	143,940.00
81-51	Post Employment Physicals	1,100.00
81-52	Drug Testing	1,000.00
81-59	Regionalization Study	0.00
82-01	Telephone	3,500.00
82-03	Office Equipment Repair	500.00
82-04	Radio	1,500.00
82-05	Towels & Rugs	1,500.00
83-04	Membership Dues	2,000.00
83-05	Travel	1,000.00
83-06	Education & Training	3,000.00
84-01	Operating Insurance	37,020.00
85-01	Public Utility Service	385,000.00
86-01	Repair & Maintenance	50,000.00
86-09	Office Equipment	0.00
86-12	Services/Towels	0.00
86-29	Services/Lab & Testing	25,000.00
86-33	Services/Sludge Removal	20,000.00
86-34	Services/Billing & Collecting	70,300.00
86-61	Repairs & Maintenance - Lift Stations	160,000.00
86-62	Sanitary Sewers - Manhole & Spot Repair	25,000.00
86-63	Sanitary Sewers - Root Control	25,000.00
87-03	Rental Equipment	5,000.00
87-05	Vehicle Maintenance Fund	115,760.00
89-04	Sales Tax	95,000.00
89-09	Farm Lease	121,000.00
89-81	Cafeteria & Benefits Plan	4,000.00

Capital Outlay

552-6665-436. 92-01	Structures, Improve. & Bldgs. - Water Rec	0.00
92-03	Structures, Improve. & Bldgs. - Sewer	895,000.00
93-01	Equipment	0.00

Transfers

552-6665-486.	43-01	Transfers to Debt Service	2,365,410.00
	50-01	Transfers to General Fund	162,730.00
	50-02	Transfers to Refuse Fund	161,310.00

TOTAL WATER RECLAMATION: 6,677,490.00

TOTAL SEWER RENTAL FUND: 6,677,490.00

STREET CONSTRUCTION FUND

O & M STREET SECTION

Personal Services

206-6637-436.	61-01	Salaries & Wages (Reg)	1,056,150.00
	61-02	Part-time	57,860.00
	61-03	Overtime	20,450.00
	62-01	Payroll Accrual	6,050.00
	62-02	Severance Accrual	17,210.00
	64-01	Health Insurance Premiums	191,720.00
	64-02	Health Insurance Reimbursements	3,420.00
	64-03	Life Insurance	2,420.00
	64-04	Long Term Disability	3,170.00
	64-05	Worker's Compensation Insurance	40,370.00
	64-06	Unemployment	0.00
	65-01	F.I.C.A.	85,220.00
	66-01	I.P.E.R.S.	105,160.00

Commodities

206-6637-436.	71-01	Office Supplies	530.00
	71-06	Office Equipment Supplies	280.00
	72-11	Books, Magazines & Periodicals	470.00
	72-16	Tools	3,600.00
	72-17	Uniforms	3,590.00
	72-19	Printing & Supplies	190.00
	72-54	Building	2,380.00
	72-56	Flood Control	5,700.00
	72-57	Ice Control	300,000.00
	72-58	Dust Control	240.00
	72-60	Safety Supplies	5,580.00
	72-61	Weather Scan Program	2,380.00
	73-05	Operating Equipment	20,250.00
	73-06	Building & Grounds	4,750.00
	73-19	Barricades & Flashers	3,800.00
	73-28	Sidewalks	5,450.00
	73-30	Bridges	42,750.00
	73-32	Streets	127,000.00
	73-35	Brush/Weed Control	970.00
	73-37	Crack Sealing	50,000.00

Services and Charges

206-6637-436.	81-12	Computer Services	229,260.00
	81-18	INRCOG	7,190.00
	81-51	Post Employment Physicals	3,000.00
	81-52	Drug Testing	3,000.00
	81-70	Contracted Services	10,000.00

82-01	Telephone	2,400.00
83-04	Membership Dues	730.00
83-05	Travel	1,260.00
83-06	Education & Training	3,040.00
84-01	Operating Insurance	50,390.00
85-01	Utilities	47,000.00
86-01	Operating Supplies	4,650.00
86-09	Office Equipment Maintenance	550.00
86-12	Towels	100.00
87-03	Equipment Rental	4,000.00
87-05	Vehicle Maintenance Fund	475,830.00
89-81	Cafeteria & Benefits Plan	4,000.00

Capital Outlay

206-6637-436.	92-01	Structures, Improvements & Buildings	2,597,000.00
	93-01	Equipment	484,000.00

Transfers

206-6637-486.	50-01	Transfers to General Fund	231,750.00
	50-02	Transfers to Refuse Fund	161,310.00

TOTAL O & M STREET SECTION:

6,489,570.00

TRAFFIC OPERATIONS DIVISION

Personal Services

206-6647-436.	61-01	Salaries & Wages (Reg)	213,420.00
	61-02	Part-time	10,000.00
	61-03	Overtime	1,030.00
	62-01	Payroll Accrual	940.00
	62-02	Severance Accrual	3,480.00
	64-01	Health Insurance Premiums	43,310.00
	64-02	Health Insurance Reimbursements	670.00
	64-03	Life Insurance	490.00
	64-04	Long Term Disability	640.00
	64-05	Worker's Compensation Insurance	5,570.00
	65-01	F.I.C.A.	16,330.00
	66-01	I.P.E.R.S.	20,150.00

Commodities

206-6647-436.	71-01	Office Supplies	170.00
	72-01	Operating Supplies	14,000.00
	72-11	Books, Magazines & Periodicals	170.00
	72-16	Tools	2,000.00
	72-17	Uniforms	590.00
	72-19	Printing & Supplies	90.00
	72-60	Safety Supplies	1,080.00
	72-62	Paint	19,500.00
	72-63	Cones	190.00
	73-12	Traffic Signals	18,500.00
	73-19	Barricades	760.00
	73-20	Posts	11,000.00
	73-25	Traffic Signs	21,000.00
	73-41	Civil Defense Sirens	0.00

Services and Charges

206-6647-436.	81-12	Computer Services	26,930.00
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82-01	Telephone	1,000.00
82-04	Radio	100.00
83-04	Membership Dues	250.00
83-05	Travel	1,180.00
83-06	Education & Training	2,450.00
84-01	Operating Insurance	7,490.00
86-01	Repairs & Maintenance	3,500.00
86-19	Traffic Signal Repair	4,200.00
86-70	Civil Defense Sirens Repair	0.00
86-71	Paint Traffic Signal Poles	2,000.00
86-72	Contract Street Painting	62,000.00
87-03	Equipment Rental	1,400.00
87-05	Vehicle Maintenance Fund	11,450.00

Capital Outlay

206-6647-436.	92-01	Structures, Improvements & Buildings	200,000.00
	93-01	Equipment	225,000.00

TOTAL TRAFFIC OPERATIONS DIVISION: 954,030.00

TOTAL STREET CONSTRUCTION FUND: 7,443,600.00

ARPA FUND

Capital Outlay

410-1220-431	96-88	Main St. - Sewer & Stormwater	1,550,000.00
	96-78	Nutrient Reduction Improvements	3,850,000.00

TOTAL ARPA FUND: 5,400,000.00

VEHICLE MAINTENANCE FUND

Personal Services

685-6698-446.	61-01	Salaries & Wages (Reg)	452,250.00
	61-02	Part-time	10,970.00
	61-03	Overtime	5,150.00
	62-01	Payroll Accrual	2,000.00
	62-02	Severance Accrual	7,370.00
	64-01	Health Insurance Premiums	63,910.00
	64-02	Health Insurance Reimbursements	1,140.00
	64-03	Life Insurance	1,040.00
	64-04	Long Term Disability	1,360.00
	64-05	Worker's Compensation Insurance	6,740.00
	65-01	F.I.C.A.	35,440.00
	66-01	I.P.E.R.S.	43,730.00
	64-06	Unemployment	4,990.00

Commodities

685-6698-446.	71-01	Office Supplies	910.00
	71-06	Office Equipment Supplies	480.00
	72-01	Operating Supplies	1,480.00
	72-05	Gas, Oil & Diesel Fuel	538,000.00
	72-08	Photography	90.00
	72-11	Books, Magazines & Periodicals	90.00
	72-16	Tools	6,350.00
	72-17	Uniforms	1,560.00

72-19	Printing & Supplies	280.00
72-54	Building	3,580.00
72-60	Safety Supplies	2,150.00
73-04	Supplies/Vehicles	500,000.00

Services and Charges

685-6698-446. 81-12	Computer Services	76,690.00
82-01	Telephone	1,500.00
83-04	Membership Dues	500.00
83-05	Travel	1,900.00
83-06	Education & Training	1,500.00
84-01	Operating Insurance	107,850.00
86-01	Operating Equipment	1,500.00
86-04	Radio & Communications	22,000.00
86-09	Office Equipment	900.00
86-11	Vehicle Maintenance Software Updates	17,120.00
86-12	Towels	1,600.00
86-15	Tire Repairs	16,500.00
87-01	Equipment Rentals	2,000.00
87-07	Shop Equipment	2,500.00
87-08	Work by outside agency	100,000.00

Capital Outlay

685-6698-446. 92-01	Structure Improvements & Bldgs.	100,000.00
685-6698-446. 93-01	Equipment	345,000.00
685-6698-446. 93-04	Equipment - Refurbish Vehicles	30,000.00

TOTAL VEHICLE MAINTENANCE FUND: 2,520,120.00

GRAND TOTAL APPROPRIATIONS 2023-2024: 121,887,120.00

SECTION 5. That this resolution shall take effect and be in force from and after July 1, 2023.

ADOPTED: _____
Robert M. Green, Mayor

ATTEST: _____
Jacqueline Danielsen, City Clerk

**CITY OF CEDAR FALLS
FY24 BUDGET
REVENUES**

ACCOUNT NUMBER	REVENUE CATEGORY	BUDGET AMOUNT
101-0000-311.01-00	Tax - Property - General	16,726,910
101-0000-312.00-00	Tax - Agricultural Land	19,780
101-4511-311.08-00	Tax - Property - EMA	1,104,190
101-0000-321.00-00	Utility Tax Replacement	31,260
101-0000-322.00-00	Tax - Mobile Home	31,000
101-0000-342.06-00	State Backfill	492,200
101-0000-342.07-00	State Backfill - BPTR	330,290
101-0000-344.04-00	Transfer - Utilities (General)	1,400,000
101-0000-344.07-00	UNI Loan Repayment	15,000
101-0000-371.01-00	Miscellaneous Receipts	30,000
101-0000-382.01-02	Transfer - Leg/Admin/Mgt	896,700
101-0000-382.01-07	Transfer - Trust & Agency	1,891,790
101-1008-332.00-00	Business Licenses	6,000
101-1008-333.00-00	Cigarette Permits	4,000
101-1008-334.00-00	Liquor Licenses	80,000
101-1008-335.00-00	Pet Licenses	7,000
101-1028-361.01-00	Interest - General	125,330
101-1028-371.02-00	Cafeteria Plan	15,000
101-1199-311.03-00	Tax - Property - Insurance	312,770
101-1199-311.04-00	Tax - Property - Transit	474,340
101-1199-343.01-00	Grants - Cultural Services	30,000
101-1199-343.02-00	Grants - Library	25,000
101-1199-343.04-00	Grants - Parks & Recreation	20,000
101-1199-343.06-00	Grants - Fire	3,000
101-1199-343.07-00	Grants - Police Operations	15,000
101-1199-343.07-02	Grants - Police Officer	30,000
101-1199-343.07-04	Grants - Fire Equipment	1,000
101-2245-371-07-01	Economic Development	5,000
101-6625-350.01-00	Subdivision Inspections	20,000
101-6625-382.01-06	Engineering Design	400,000
101-6625-330.00-00	Engineering Permits	15,000
101-2235-336.00-00	Building Permits	900,000
101-2235-337.00-00	Miscellaneous Permits	10,000
101-2235-357.01-00	Electrical Inspections	60,000
101-2235-357.02-00	Mechanical Inspections	90,000
101-2235-357.03-00	Plumbing Inspections	75,000
101-2245-357.45-01	Planning & Zoning Fees	35,000
101-2205-311.05-00	Tax - Property - Band	35,000

101-2205-323.01-00	Tax - Hotel/Motel - Visitor/Tourism	500,000
101-2205-323.02-00	Tax - Hotel/Motel - CV Soccer	10,000
101-2205-323.09-00	Tax - Hotel/Motel - Tourism Office	22,500
101-2205-323.10-00	Tax - Hotel/Motel - Tr. Maint/Reserve	45,000
101-2205-323.16-00	Tax - Hotel/Motel - Additional	50,000
101-2205-323.13-00	Tax - Hotel/Motel - Tourism Fund	107,000
101-3403-323.14-00	Tax - Hotel/Motel - Carryover Tourism	305,000
101-2205-323.15-00	Tax-Hotel/Motel-HLS Capital	31,500
101-6613-338.00-00	Burial Permits	70,000
101-6613-356.51-00	Cemetery Lot Sales	60,000
101-6613-356.52-00	Marker Permits	5,000
101-6613-361.02-00	Interest - Cemetery	8,420
101-6623-356.26-00	Golf Contract	10,000
101-6633-323.04-00	Tax - Hotel/Motel - Park Improvement	81,000
101-6633-339-00-00	Paw Park Permits	4,000
101-6633-356.61-00	Park Receipts	5,000
101-2253-356.31-01	Rec. Center - Daily Admission	36,000
101-2253-356.31-02	Recreation - Special Programs	14,000
101-2253-356.31-04	Recreation - Youth Sports	128,000
101-2253-356.31-05	Recreation - Adult Sports	50,000
101-2253-356.31-10	Recreation - Shelter Rental	22,800
101-2253-356.31-13	Rec. Center - Rec Center Memberships	328,700
101-2253-356.31-14	Recreation - Adult Exercise Program	10,000
101-2253-356.31-15	Recreation - Child Care	2,000
101-2253-356.31-16	Recreation - Youth Camp	72,000
101-2253-356.31-17	Rec Center - Birthday Facility Rentals	2,000
101-2253-356.31-19	Recreation - Drop In Concessions	4,500
101-2253-356.31-22	Recreation - Ballfield Rentals	5,000
101-2253-356.32-01	Recreation - Swim Lessons	48,000
101-2253-356.32-02	Recreation - Indoor Pool Admission	11,000
101-2253-356.32-03	Recreation - The Falls Rental	29,000
101-2253-356.32-04	Recreation - The Falls Season Pass	224,000
101-2253-356.32-05	Recreation - The Falls Admissions	224,000
101-2253-356.32-06	Recreation - The Falls Concessions	90,000
101-2253-356.32-07	Recreation - Indoor Pool Rental	19,000
101-2253-356.32-08	Recreation - Indoor Pool Winter Passes	3,000
101-2253-356.32-09	Recreation - Aquatic Program	2,000
101-1060-356.71-00	Library - Copy Machine	7,000
101-1060-356.72-00	Library - County Tax	32,000
101-1060-356.74-00	Library - Lost & Paid Book	2,500
101-1060-356.75-00	Library - Open Access Funds	20,000
101-1060-356.79-01	Library - Friends/Endowment Reimburse	60,000
101-1060-356.79-02	Library - Donations & Sponsorship	30,000

101-1061-311.06-00	Tax - Property - Library	558,610
101-2280-323.03-00	Tax - Hotel/Motel - Cultural	153,000
101-2280-356.11-00	Cultural - Art Sho	50
101-2280-356.12-00	Cultural - Fees	50,000
101-2280-356.13-00	Cultural - Membership	5,000
101-2280-356.18-00	Cultural - Friends/ACB	30,000
101-2280-356.15-00	Cultural - Product Fees	5,000
101-2280-356.16-00	Cultural - New Program Sponsors	1,000
101-2280-373.04-00	Donations - Exhibit Sponsorship	1,000
101-4511-344.01-00	Fire Protection - Rural	67,370
101-4511-344.02-00	Fire Protection - UNI	735,820
101-4511-358.11-00	Fire Receipts	15,000
101-4511-358.12-00	Fire Commercial Inspections	55,000
101-4511-358.13-00	Housing Inspection Min. Rental	100,000
101-5521-358.21-00	Police Receipts	35,000
101-5521-372.01-00	Fines & Forfeitures	150,000
101-5521-372.03-00	Code Enforcement	5,000
101-6616-371.04-00	Public Buildings	2,000
101-6616-382.01-01	Transfer - Public Buildings Maint.	82,910
101-0000-300.00-00	Cash Carryover	50,000
TOTAL GENERAL FUND REVENUE		30,655,240
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206-0000-300.00-00	Cash Carryover	2,140,910
206-0000-371-01-00	Miscellaneous	10,000
206-0000-342.04-00	Road Use Tax	5,292,690
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215-0000-300.00-00	Cash Carryover	(1,194,420)
215-0000-382-11-01	Transfer - Sewer	732,620
215-0000-361.01-00	Interest Income	180,000
215-0000-362.01-00	Lease Income	171,800
215-0000-362.02-00	Sewer Farm Lease	125,000
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217-0000-341.03-00	Housing Vouchers	1,461,340
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223-0000-341.01-00	Block Grant	442,300
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242-0000-300.00-00	Cash Carryover	4,367,500
242-0000-324.00-00	Local Sales Tax	7,000,000
242-0000-361.01-00	Interest	70,000
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254-0000-300.00-00	Cash Carryover	250,480
254-0000-359.01-01	Cable Television Franchise Fees	450,000
254-0000-359.01-02	Peg Fees	25,000
254-0000-361.01-00	Interest Income	10,000
254-0000-371.01-00	Miscellaneous	1,500
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258-0000-300.00-00	Cash Carryover	258,000
258-0000-353.01-00	Meter Collections	15,000
258-0000-353.02-00	Parking Violations	160,000

258-0000-353.03-00	Parking Permits	25,000
258-0000-361.01-00	Interest	3,000
261-0000-300.00-00	Cash Carryover	123,100
261-0000-323.01-00	Transfer - Hotel/Motel - Visitor	500,000
261-0000-361.01-00	Interest Income	1,500
261-0000-362.10-00	Building Rental Fees	1,000
261-0000-371.01-00	Miscellaneous	6,000
261-0000-371.09-00	Gift Shop Receipts	5,000
261-0000-371.10-02	Media Income	2,000
261-0000-371.10-03	Brochures & Pub Income	1,000
261-0000-382.61-01	Building Reserve Transfer	22,500
261-0000-382.61-02	Tourism Marketing Transfer	107,000
262-0000-300.00-00	Cash Carryover	26,950
262-0000-362.04-00	Rental Income - Sr Activity Ctr.	3,600
262-0000-371.01-00	Miscellaneous	1,250
262-0000-371.10-10	Trips/Buses	11,000
262-0000-382.62-01	General Fund Support	88,000
295-0000-355.40-00	Softball Fees	3,000
296-0000-355.20-00	Golf Course Capital Improvements	55,000
297-0000-355.30-00	Rec Center Fees	1,560,000
298-0000-355.10-00	Cultural Capital Fees	0
311-0000-300.00-00	Cash Carryover	0
311-0000-311.11-00	Debt Service Tax - Property	1,471,350
311-0000-313.01-00	Debt Service TIF - Industrial Park	3,441,260
311-0000-382.11-01	Debt Service Transfer	2,483,160
410-0000-300.00-00	Cash Carryover	5,400,000
430-0000-300.00-00	Cash Carryover	2,129,960
430-0000-341.11-10	Federal/State Funding	0
430-0000-382.30-01	TIF Transfer	6,145,440
434-0000-371.01-00	Miscellaneous	276,000
434-0000-381.00-00	Bond Proceeds	1,404,000
439-0000-381.00-00	Bond Proceeds	90,000
443-0000-300.00-00	Cash Carryover	4,447,430
443-0000-313.02-00	TIF Revenues - Downtown	2,070,770
443-0000-313.05-00	TIF Revenues - Pinnacle Prairie	67,020
443-0000-313.07-00	TIF Revenues - College Hill	248,190
443-0000-313.08-00	TIF Revenues - South Cedar Falls	318,200
443-0000-371.01-00	Miscellaneous Income	244,030
443-0000-371.91-00	Capital Projects Funds	0
443-0000-341.05-00	Federal/State Funding	205,000
443-0000-361.01-00	Interest Income	150,000
443-0000-382-43-04	Transfers	400,000
443-0000-344.04-00	CFU Transfer	1,500,000

545-0000-300.00-00	Cash Carryover	0
545-0000-381.00-00	Bond Proceeds	13,550,000
551-0000-300.00-00	Cash Carryover	145,880
551-0000-351.01-00	Refuse Collections	2,900,000
551-0000-351.02-00	Transfer Station Fees	260,000
551-0000-351.03-00	Yard Waste Fees	2,000
551-0000-361.01-00	Interest - Refuse	30,000
551-0000-371.21-00	Refuse Miscellaneous	20,000
551-0000-371.22-00	Recycling	200,000
551-0000-382.51-01	Transfer - Sewer Rental	161,310
551-0000-382.51-02	Transfer - Street Construction	161,310
552-0000-300.00-00	Cash Carryover	(1,951,570)
552-0000-352.01-00	Sewer Rental - Collections	8,416,460
552-0000-352.02-00	Industrial User Fees	30,000
552-0000-361.01-00	Interest - Sewer Rental	80,000
552-0000-362.03-00	Farm Rental	97,600
552-0000-371.11-00	Sewer Rental - Miscellaneous	5,000
555-0000-300.00-00	Cash Carryover	636,460
555-0000-350.02-01	Storm Water Fees	1,243,200
555-0000-350.02-02	Permit & Review Fees	10,000
555-0000-361.01-00	Interest	10,000
606-0000-300.00-00	Cash Carryover	107,500
606-0000-382.01-05	Transfers	0
606-0000-354.01-00	Data Processing	1,909,290
685-0000-300.00-00	Cash Carryover	300,000
685-0000-354.02-00	Vehicle Rental Fees	375,000
685-0000-354.03-00	Vehicle Maintenance Fees	1,795,120
685-0000-361.01-00	Interest-Vehicle Maintenance	20,000
685-0000-371.51-00	Vehicle Maintenance - Miscellaneous	30,000
292-0000-300.00-00	Cash Carryover	166,670
292-0000-311.21-00	Tax Property - Retirement & Pension	821,210
292-0000-361.01-00	Interest Income	47,300
293-0000-300.00-00	Cash Carryover	333,330
293-0000-311.21-00	Tax Property - Retirement & Pension	302,570
293-0000-361.01-00	Interest Income	45,250
724-0000-300-00-00	Cash Carryover	0
724-0000-311.22-00	Trust & Agency	1,891,790
724-0000-311.32-00	S.S.M.I.D - college hill	22,130
724-0000-311.31-00	S.S.M.I.D - downtown	49,640
	TOTAL USER FUND REVENUE	91,231,880
	TOTAL FY24 BUDGET REVENUE	121,887,120

Description	Transfer From	Transfer To	Amount
Debt Service	General Fund	Debt Service Fund	0.00
Admin Allocation	General Fund	General Fund	177,910.00
Building Maintenance	General Fund	General Fund	39,540.00
Admin Allocation	Cable Fund	General Fund	69,710.00
Building Maintenance	Cable Fund	General Fund	2,210.00
Admin Allocation	Parking Fund	General Fund	30,370.00
TIF Transfers	Debt Service Fund	TIF Fund	3,441,260.00
TIF Transfers	Capital Projects Fund	TIF Fund	2,704,180.00
Employee Benefits	Trust & Agency Fund	General Fund	1,891,790.00
SSMID - Downtown	Trust & Agency Fund	SSMID Fund	49,640.00
SSMID - College Hill	Trust & Agency Fund	SSMID Fund	22,130.00
Engineering Designs	Capital Projects	General Fund	400,000.00
Admin Allocation	Senior Services & Community Center	General Fund	7,150.00
Building Maintenance	Senior Services & Community Center	General Fund	9,240.00
Admin Allocation	Storm Water Fund	General Fund	40,470.00
Building Maintenance	Sewer Fund	General Fund	7,890.00
PW Admin Allocation	Sewer Fund	Refuse Fund	161,310.00
Admin Allocation	Sewer Fund	General Fund	154,840.00
Building Maintenance	V&T Fund	General Fund	8,250.00
Building Maintenance	Refuse Fund	General Fund	7,890.00
Admin Allocation	Refuse Fund	General Fund	192,390.00
Building Maintenance	Street Construction Fund	General Fund	7,890.00
Admin Allocation	Street Construction Fund	General Fund	223,860.00
PW Admin Allocation	Street Construction Fund	Refuse Fund	161,310.00
Data Processing Transfer	General	Data Processing Fund	1,097,120.00
Data Processing Transfer	Cable Fund	Data Processing Fund	26,040.00
Data Processing Transfer	Block Grant Fund	Data Processing Fund	12,180.00
Data Processing Transfer	Housing Assistance Fund	Data Processing Fund	58,230.00
Data Processing Transfer	Storm Water Fund	Data Processing Fund	72,650.00

Description	Transfer From	Transfer To	Amount
Data Processing Transfer	V&T Fund	Data Processing Fund	28,920.00
Data Processing Transfer	Senior Services & Community Center	Data Processing Fund	3,820.00
Data Processing Transfer	Parking Fund	Data Processing Fund	15,910.00
Data Processing Transfer	Refuse Fund	Data Processing Fund	17,980.00
Data Processing Transfer	Refuse Fund	Data Processing Fund	99,650.00
Data Processing Transfer	Sewer Fund	Data Processing Fund	143,940.00
Data Processing Transfer	Street Construction Fund	Data Processing Fund	229,260.00
Data Processing Transfer	Street Construction Fund	Data Processing Fund	26,930.00
Data Processing Transfer	Vehicle Maintenance Fund	Data Processing Fund	76,690.00
Insurance Transfer	General Fund	Insurance Fund	405,220.00
Insurance Transfer	Cable Fund	Insurance Fund	6,980.00
Insurance Transfer	Data Processing Fund	Insurance Fund	19,100.00
Insurance Transfer	Block Grant Fund	Insurance Fund	1,260.00
Insurance Transfer	Housing Assistance Fund	Insurance Fund	7,690.00
Insurance Transfer	Storm Water Fund	Insurance Fund	11,430.00
Insurance Transfer	V&T Fund	Insurance Fund	9,090.00
Insurance Transfer	Senior Services & Community Center	Insurance Fund	1,090.00
Insurance Transfer	Parking Fund	Insurance Fund	4,950.00
Insurance Transfer	Refuse Fund	Insurance Fund	7,330.00
Insurance Transfer	Refuse Fund	Insurance Fund	25,000.00
Insurance Transfer	Sewer Fund	Insurance Fund	37,020.00
Insurance Transfer	Street Construction Fund	Insurance Fund	50,390.00
Insurance Transfer	Street Construction Fund	Insurance Fund	7,490.00
Insurance Transfer	Vehicle Maintenance Fund	Insurance Fund	107,850.00
Vehicle Maintenance Transfer	General Fund	Vehicle Maintenance Fund	1,095,290.00
Vehicle Maintenance Transfer	Refuse Fund	Vehicle Maintenance Fund	505,430.00
Vehicle Maintenance Transfer	Sewer Fund	Vehicle Maintenance Fund	115,760.00
Vehicle Maintenance Transfer	Street Construction Fund	Vehicle Maintenance Fund	487,280.00
Vehicle Maintenance Transfer	Cable Fund	Vehicle Maintenance Fund	12,670.00
Vehicle Maintenance Transfer	V&T Fund	Vehicle Maintenance Fund	1,780.00

Description	Transfer From	Transfer To	Amount
Vehicle Maintenance Transfer	Parking Fund	Vehicle Maintenance Fund	1,830.00
General Fund Support	General Fund	Senior Services & Comm. Cntr. Fund	88,000.00
One-Time Capital Project	General Fund	Capital Projects Fund	492,200.00
TIF Transfer	General Fund	Capital Projects Fund	400,000.00
General Fund Savings	General Fund	Capital Projects Fund	2,100,000.00
Debt Service	Storm Water Fund	Debt Service Fund	117,750.00
Debt Service	Sewer Fund	Debt Service Fund	1,388,760.00
Internal Financing	Sewer Fund	Health Trust Fund	732,620.00
Internal Financing	Sewer Fund	Capital Projects Fund	244,030.00
Building Loan Repayment	V&T Fund	Capital Projects Fund	32,500.00
Equipment Reserve	General Fund	Capital Projects Fund	9,000.00
Trail Maintenance Reserve	General Fund	Capital Projects Fund	45,000.00
Tourism Marketing Fund	General Fund	Capital Projects Fund	107,000.00
Park & Rec Capital Project	General Fund	V&T Fund	31,500.00
TIF Transfers	TIF Fund	Capital Projects Fund	4,062,740.00
TIF Transfers	TIF Fund	Bond Fund	2,013,470.00
TIF Transfers	TIF Fund	Economic Development Fund	7,000.00
TIF Transfers	TIF Fund	Stormwater Fund	45,970.00
TIF Transfers	TIF Fund	Parking Fund	12,260.00
TIF Transfers	TIF Fund	Street Repair Fund	4,000.00
Farm Lease	Sewer Fund	Health Trust Fund	121,000.00



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 6, 2023
SUBJECT: Sewer Fund Internal Loans – Amended Interest Rate

Attached are five resolutions amending the interest rate on the internal loans to the Sewer Fund from 1.50% to 2.70%. Due to the current higher interest rate market, staff reviewed the interest rates on the City's internal loans. The City's bond financial advisor noted that in comparing to sewer revenue bonds that have been sold on the market with a similar rating from Moody's and similar maturity dates, rates range from 2.62%-2.79%. Based on this information, it seemed appropriate that the City should increase the interest rate on the internal loans from the Capital Projects Fund and the Health Trust Fund to be consistent with a true market rate. Therefore we are recommending adjusting the rate on the loans from 1.50% to 2.70%

As additional information, when the City sold bonds in 2022, the interest rate on the bonds was 2.83% so comparable to the 2.70%.

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

RESOLUTION NO. _____

**RESOLUTION AMENDING AN INTER-FUND LOAN
FROM THE CAPITAL PROJECTS FUND OF THE CITY OF CEDAR FALLS
TO THE SEWER ENTERPRISE FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the Sewer Enterprise Fund of the City of Cedar Falls, Iowa, was in need of funds to assist in completing the disinfection project at the treatment facility in accordance with EPA standards and the Bluff Street Lift Station; and

WHEREAS, the City Council passed Resolution No. 18,074 on May 29, 2012 approving a loan agreement with the Capital Projects Fund of the City of Cedar Falls for an amount not to exceed Four Million, Three Hundred Thousand Dollars (\$4,300,000.00) to meet these requirements; and

WHEREAS, the outstanding balance of the loan as of June 1, 2023 is One Million, Nine Hundred, and Thirty-Five Thousand Dollars (\$1,935,000.00); and

WHEREAS, the original resolution stated that the interest rate may be adjusted annually based on current market rates and the rate was adjusted in 2016, 2018, and 2021; and

WHEREAS, in light of prevailing interest rates, the City Council believes that the interest rate on the loan agreement should be amended from its current rate of 1.50%; and

WHEREAS, after considering interest rates available on long-term loans or bonds from other sources, without the additional cost of issuing new revenue debt, the City Council as owner of the Sewer Enterprise Fund of the City of Cedar Falls has determined that a loan from the Capital Projects Fund of the City of Cedar Falls at the rate of 2.70% per annum is favorable and in the best interest of said Fund;

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the interest rate on the loan agreement be amended to 2.70% per annum, effective June 1, 2023, is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that the terms of the loan repayment set forth in the original resolution, excluding the amended interest rate, are hereby approved to continue.

ADOPTED this 20th day of June 2023.

Robert M. Green, Mayor

ATTEST:

Jacque Daniels, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION AMENDING AN INTER-FUND LOAN
FROM THE HEALTH TRUST FUND OF THE CITY OF CEDAR FALLS
TO THE SEWER ENTERPRISE FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the Sewer Enterprise Fund of the City of Cedar Falls, Iowa, was in need of funds to assist in completing the disinfection project at the treatment facility in accordance with EPA standards; and

WHEREAS, the City Council passed Resolution No. 18,075 on May 29, 2012 approving a loan agreement with the Health Trust Fund of the City of Cedar Falls for an amount not to exceed Three Million, Nine Hundred Thousand Dollars (\$3,900,000.00) to meet these requirements; and

WHEREAS, the outstanding balance of the loan as of June 1, 2023 is One Million, Seven Hundred, and Fifty-Five Thousand Dollars (\$1,755,000.00); and

WHEREAS, the original resolution stated that the interest rate may be adjusted annually based on current market rates and the rate was adjusted in 2016, 2018, and 2021; and

WHEREAS, in light of prevailing interest rates, the City Council believes that the interest rate on the loan agreement should be amended from its current rate of 1.50%; and

WHEREAS, after considering interest rates available on long-term loans or bonds from other sources, without the additional cost of issuing new revenue debt, the City Council as owner of the Sewer Enterprise Fund of the City of Cedar Falls has determined that a loan from the Health Trust Fund of the City of Cedar Falls at the rate of 2.70% per annum is favorable and in the best interest of said Fund;

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the interest rate on the loan agreement be amended to 2.70% per annum, effective June 1, 2023, is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that the terms of the loan repayment set forth in the original resolution, excluding the amended interest rate, are hereby approved to continue.

ADOPTED this 20th day of June 2023.

Robert M. Green, Mayor

ATTEST:

Jacque Daniels, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION AMENDING AN INTER-FUND LOAN
FROM THE HEALTH TRUST FUND OF THE CITY OF CEDAR FALLS
TO THE SEWER ENTERPRISE FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the Sewer Enterprise Fund of the City of Cedar Falls, Iowa, was in need of funds to assist in completing the disinfection project at the treatment facility in accordance with EPA standards; and

WHEREAS, the City Council passed Resolution No. 18,359 on November 26, 2012 approving a loan agreement with the Health Trust Fund of the City of Cedar Falls for an amount not to exceed Three Million, Dollars (\$3,000,000.00) to meet these requirements; and

WHEREAS, the current outstanding balance of the loan as of June 1, 2023 is One Million, Three Hundred, and Fifty Thousand Dollars (\$1,350,000.00); and

WHEREAS, the original resolution stated that the interest rate may be adjusted annually based on current market rates and the rate was adjusted in 2016, 2018, and 2021; and

WHEREAS, in light of prevailing interest rates, the City Council believes that the interest rate on the loan agreement should be amended from its current rate of 1.50%; and

WHEREAS, after considering interest rates available on long-term loans or bonds from other sources, without the additional cost of issuing new revenue debt, the City Council as owner of the Sewer Enterprise Fund of the City of Cedar Falls has determined that a loan from the Health Trust Fund of the City of Cedar Falls at the rate of 2.70% per annum is favorable and in the best interest of said Fund;

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the interest rate on the loan agreement be amended to 2.70% per annum, effective June 1, 2023, is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that the terms of the loan repayment set forth in the original resolution, excluding the amended interest rate, are hereby approved to continue.

ADOPTED this 20th day of June 2023.

Robert M. Green, Mayor

ATTEST:

Jacque Daniels, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION AMENDING AN INTER-FUND LOAN
FROM THE HEALTH TRUST FUND OF THE CITY OF CEDAR FALLS
TO THE SEWER ENTERPRISE FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the Sewer Enterprise Fund of the City of Cedar Falls, Iowa, was in need of funds to assist in completing the disinfection project at the treatment facility in accordance with EPA standards; and

WHEREAS, the City Council passed Resolution No. 18,734 on August 12, 2013 approving a loan agreement with the Health Trust Fund of the City of Cedar Falls for an amount not to exceed Four Million, Seven Hundred Thousand Dollars (\$4,700,000.00) to meet these requirements; and

WHEREAS, the current outstanding balance of the loan as of June 1, 2023 is Two Million, Three Hundred, and Fifty Thousand Dollars (\$2,350,000.00); and

WHEREAS, the original resolution stated that the interest rate may be adjusted annually based on current market rates and the rate was adjusted in 2016, 2018, and 2021; and

WHEREAS, in light of prevailing interest rates, the City Council believes that the interest rate on the loan agreement should be amended from its current rate of 1.50%; and

WHEREAS, after considering interest rates available on long-term loans or bonds from other sources, without the additional cost of issuing new revenue debt, the City Council as owner of the Sewer Enterprise Fund of the City of Cedar Falls has determined that a loan from the Health Trust Fund of the City of Cedar Falls at the rate of 2.70% per annum is favorable and in the best interest of said Fund;

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the interest rate on the loan agreement be amended to 2.70% per annum, effective June 1, 2023, is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that the terms of the loan repayment set forth in the original resolution, excluding the amended interest rate, are hereby approved to continue.

ADOPTED this 20th day of June 2023.

Robert M. Green, Mayor

ATTEST:

Jacque Danielsens, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION AMENDING AN INTER-FUND LOAN
FROM THE HEALTH TRUST FUND OF THE CITY OF CEDAR FALLS
TO THE SEWER ENTERPRISE FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the Sewer Enterprise Fund of the City of Cedar Falls, Iowa, was in need of funds to assist in completing the disinfection project at the treatment facility in accordance with EPA standards, the Bluff Street Lift Station, and the Park Drive Lift Station; and

WHEREAS, the City Council passed Resolution No. 19,623 on July 20, 2015 approving a loan agreement with the Health Trust Fund of the City of Cedar Falls for an amount not to exceed One Million, Two Hundred Thousand Dollars (\$1,200,000.00) to meet these requirements; and

WHEREAS, the current outstanding balance of the loan as of June 1, 2023 is Seven Hundred and Twenty Thousand Dollars (\$720,000.00); and

WHEREAS, the original resolution stated that the interest rate may be adjusted annually based on current market rates and the rate was adjusted in 2016, 2018, and 2021; and

WHEREAS, in light of prevailing interest rates, the City Council believes that the interest rate on the loan agreement should be amended from its current rate of 1.50%; and

WHEREAS, after considering interest rates available on long-term loans or bonds from other sources, without the additional cost of issuing new revenue debt, the City Council as owner of the Sewer Enterprise Fund of the City of Cedar Falls has determined that a loan from the Health Trust Fund of the City of Cedar Falls at the rate of 2.70% per annum is favorable and in the best interest of said Fund;

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the interest rate on the loan agreement be amended to 2.70% per annum, effective June 1, 2023, is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that the terms of the loan repayment set forth in the original resolution, excluding the amended interest rate, are hereby approved to continue.

ADOPTED this 20th day of June 2023.

Robert M. Green, Mayor

ATTEST:

Jacque Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 9, 2023
SUBJECT: FY2024 Payroll Resolution

Please find attached the following items that cover the period from June 24, 2023 to July 5, 2024:

- FY2024 Payroll Resolution
- FY2024 Pay Plan and Pay Grade Schedules
- FY2024 Workshop/Session/Event/Seasonal Pay Plan
- The pay schedules for the union groups

The payroll resolution implements the 3.00% across the board increase for the second year of the 5-year contract as negotiated with the Parks/Public Works Union and the .50/hour adjustment for each step plus 3.5% across the board increase for the second year of the 5-year contract as negotiated with the Police/Public Safety Union.

The resolution also implements the merit awards for the non-union group. These increases are based on a pool that is equivalent to the weighted average of the bargaining groups, each employee's performance evaluation, their respective pay band classification, and the merit increase adjustment recommended by Carlson Dettman. The pay bands were adjusted by 3.5% which is consistent with the information provided to us by Carlson Dettman. Lastly, the resolution also authorizes the pay for the Paid-On-Call (POC's) not covered under union contract.

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

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	HOURLY
Ron Gaines	City Administrator Longevity		106.168 0.317
Shane Graham	Economic Development Coordinator Longevity	412	45.342 0.144
Amanda Huisman	Communication Specialist Longevity	409	40.182 0.087
<u>DEPARTMENT OF FINANCE & BUSINESS OPERATIONS</u>			
<u>ADMINISTRATION DIVISION</u>			
Jennifer Rodenbeck	Director of Finance & Business Operations Longevity Longevity, April 17, 2024	420	91.668 0.490 0.548
Cathy Niebergall	Financial Technician (Part-Time)	308	36.143
<u>FINANCIAL SERVICES DIVISION</u>			
Heidi Andersen	Financial Clerk (Part-Time)	306	24.478
Katherine Aguiar	Payroll/HR Technician Longevity	307	28.184 0.202
Paul Kockler	Accountant Longevity	409	38.960 0.087
Andrea Ludwig	Financial Clerk Longevity	306	25.318 0.144
Lisa Roeding	Controller/City Treasurer Longevity	414	59.576 0.375
Stacy Braun-Wagner	Financial Clerk (Part-Time)	306	23.000
<u>HUMAN RESOURCES DIVISION</u>			
Brenda Balvanz	Human Resources Specialist Longevity	309	M 45.101 0.490
Chelsie Luhring	DEI Specialist	309	36.149
Bailey Schindel	Human Resources Manager	414	43.117
Colleen Sole	Human Resources Specialist Longevity	309	40.497 0.317

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	HOURLY
<u>PUBLIC RECORDS DIVISION</u>			
Shianne Bellinger	Administrative Assistant (Part-Time)	305	20.239
Marcie Breitbart	Administrative Supervisor Longevity	409	31.521 0.144
Jacqueline Danielsen	City Clerk Longevity	413	53.651 0.663
Amy Eggleston	Administrative Assistant Longevity	305	23.250 0.087
Courtney Fisher	Administrative Assistant (Part-Time)	305	23.390
Joanne Goodrich	Administrative Assistant Longevity Longevity, April 22, 2024	305	27.087 0.375 0.433
Kim Kerr	Administrative Supervisor Longevity	409	31.850 0.260
Melissa Malone	Administrative Assistant (Part-Time)	305	20.239
Lisa Reiter	Administrative Assistant Longevity	305	27.148 0.202
Karen Stevens	Administrative Assistant Longevity	305	22.070 0.087
Katherine Terhune	Administrative Assistant	305	21.327
Dalila Velic	Administrative Assistant (Part-Time)	305	20.239
<u>INFORMATION SYSTEMS DIVISION</u>			
Scott Ameling	Information Systems Technician I Longevity	306	22.769 0.087
Denny Bowman	Cable Television & Telecommunications Supervisor Longevity	412	45.763 0.317
Shelby Gappa	Production Assistant II (Part-Time)	016	14.884
Stephanie Harschnek	Information Systems Technician I	306	21.291
Cory Hines	GIS Analyst Longevity	411	POC 46.080 0.144
Dan Jaeger	Information Systems Technician II Longevity	308	POC 34.227 0.317
Angela Lindley	Graphic Designer/Web Maint. Technician (Part-Time)	307	26.666

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	HOURLY
Michael Mennen	Video Production Specialist Longevity	308	29.250 0.087
Jeremy Ott	Video Production Supervisor Longevity	311	38.203 0.144
Julia Sorensen	Information Systems Manager Longevity Longevity, May 1, 2024	415	55.196 0.087 0.144
Pat Williams	Network Administrator Longevity	411	47.295 0.433
<u>LEGAL SERVICES DIVISION</u>			
Kevin Rogers	City Attorney Longevity Longevity, November 1, 2023	419	88.005 0.087 0.144
<u>PARKING</u>			
Jillane Conradi	PT - Parking Meter Attendant	PT-1 H	22.023
Victoria Satterlee	PT-Parking Metter Attendant	PT-1 H	22.023
<u>LIBRARY</u>			
Calil Angel	Library Intern (Part Time)	012	11.495
Kristi Anhalt	Librarian	409	40.102
Jessica Bamford-Love	Library Assistant Longevity	305	22.149 0.144
Megan Blackford	Librarian (Part-Time)	409	30.389
Jennifer Brannan	Library Assistant Longevity, December 29, 2023	305	21.001 0.087
Eric Bryden	Library Assistant	305	20.652
Timothy Daniels	Library Administrative Assistant Longevity	306	24.870 0.087
Bryony Diaz Rodriguez	Library Assistant (Part-Time)	305	21.732
Aimee Erne	Library Page (Part-Time)	301	14.343
Dawn Groskurth	Library Page (Part-Time)	301	14.204
Rebecca Hosford	Youth Services Senior Librarian Longevity	412	39.749 0.087

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024			
NAME	POSITION	BAND	HOURLY
Nyeshia Jones	Library Assistant (Part-Time)	305	19.577
Mary Kabel	Library Education Coordinator (Part-Time)	308	30.188
Nona Kanago	Library Page (Part-Time)	301	16.234
David Keiser	Library Page (Part-Time)	301	13.545
Elizabeth Lavenz	Library Page (Part-Time)	301	13.242
Renaë Loomis	Library Assistant Longevity	305	28.291 0.663
Chelsea McNamee	Library Assistant (Part-Time)	305	20.483
Dan Meier	Library Assistant Longevity	305	26.671 0.202
Tessa Michaelsen	Library Assistant (Part-Time)	305	19.577
Katherine Nedwick	Library Assistant Longevity, August 1, 2023	305	22.791 0.087
Laura Pagel	Acting Senior Librarian Library Assistant Longevity	412 305	35.310 22.991 0.144
Anastasia Parsons	Library Assistant (Part-Time)	305	20.483
Chelsea Rider	Library Assistant (Part-Time)	305	18.682
Jordyn Ruroden	Library Assistant (Part-Time)	305	19.577
Owen Schupbach	Library Assistant (Part-Time)	305	20.702
Danielle Shea	Facility Assistant (Part-Time)	017	19.523
Adam Sitzmann	Library Assistant (Part-Time)	305	20.483
Madison Stanford	Library Shelver (Part Time)	012	11.000
Kelly Stern	Library Director Longevity	417	57.679 0.260
Amy Stuenkel	Senior Librarian Longevity Longevity, August 19, 2023	412	42.396 0.144 0.202
Lyric Tracy	Library Assistant (Part-Time)	305	18.682
Julia Wehr	Library Assistant (Part-Time)	305	21.509

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	HOURLY
<u>DEPARTMENT OF COMMUNITY DEVELOPMENT</u>			
<u>ADMINISTRATION DIVISION</u>			
Stephanie Houk Sheetz	Director of Community Development Longevity	420	76.097 0.144
<u>PLANNING & COMMUNITY SERVICES DIVISION</u>			
Jaydevsinh Atodaria	Planner I Longevity, October 7, 2023	307	32.151 0.087
Robyn Cusmano	Community Services Specialist (Part-Time)	306	24.444
Karen Howard	Planning & Comm Serv. Manager Longevity	415	58.685 0.087
Michelle Pezley	Planner III	412	39.724
Cassandra Ray	Community Services Specialist (Part-Time)	306	22.000
Richard "Chris" Sevy	Planner I Longevity, December 4, 2023	307	31.218 0.087
Thomas Weintraut	Planner III	412	47.804
<u>INSPECTION SERVICES DIVISION</u>			
Michael Asche	Inspector	309	29.000
Jamie Castle	Inspection Services Mgr. Longevity	414	52.068 0.087
Jeffrey Craig	Inspector Longevity, January 2, 2024	309	33.640 0.087
John Henderson	Inspector Longevity	309	40.406 0.260
Jason Mai	Inspector Longevity Longevity, April 17, 2024	309	33.721 0.087 0.144
Adam Spray	Code Enforcement Officer	307	POC 29.747
Joel Wardell	Inspector Longevity	309	33.893 0.087
<u>V&T/CULTURAL SERVICES DIVISION</u>			
Camille Balleza	Hearst Lab Technician (Part-Time)	016	17.243

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	HOURLY
Adam Bolander	V&T Sales/Marketing Coordinator	309	30.084
Jean Clausen	Hearst Assistant (Part-Time)	013	11.325
Emily Drennen	Hearst Coordinator (Part-Time)	308	32.704
Abby Haigh	Office Assistant (Part-Time)	304	18.903
Angela Hickok	Education Coordinator (Part-Time)	308	27.700
Maggie Hines	Administrative Assistant (Part-Time)	305	19.182
Sheri Huber-Otting	Program Coordinator (Part-Time)	307	25.198
Cory Hurless	Cultural Programs Supervisor	411	42.967
Debra Lewis	Office Assistant (Part-Time)	304	18.711
Jennifer Pickar	Tourism & Cultural Programs Manager	413	46.930
Quinn Rauchenecker	Hearst Assistant (Part-Time)	013	11.835
Ana Verastegui	Office Assistant (Part-Time)	304	18.515
Rebekah Wagner	V&T Coordinator (Part-Time)	307	27.261
<u>RECREATION & MUNICIPAL PROGRAMS DIVISION</u>			
Christine Anderson	Recreation Program Coordinator (Part-Time)	309	33.049
Laney Bissell	Office Assistant (Part-Time)	304	17.034
John Cannon	Office Assistant (Part-Time)	304	18.155
Megan Gerhardt	Fitness Coordinator (Part-Time)	409	32.184
Brock Goos	Recreation Program Supervisor Longevity	411	44.878 0.490
Brooke Kattelman	Office Assistant (Part-Time)	304	18.346
Chris Schoentag	Recreation Program Supervisor Longevity	411	38.840 0.433
Mike Soppe	Recreation & Community Programs Manager Longevity	413	43.080 0.375
Andrew Wagner	Administrative Supervisor	409	29.287

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	HOURLY
<u>DEPARTMENT OF PUBLIC WORKS</u>			
<u>ADMINISTRATION DIVISION</u>			
Chase Schrage	Director of Public Works Longevity	420	73.473 0.202
Julia Donahue	Administrative Assistant Longevity, May 18, 2024	305	28.199 0.087
Laurie Lynch	Administrative Assistant (Part-Time)	305	21.584
Brian Heath	Operations & Maintenance Manager Longevity	415	M 69.643 0.663
<u>ENGINEERING DIVISION</u>			
Luke Andreasen	Principal Engineer	413	49.986
Brett Armstrong	Civil Engineer II Longevity	411	37.022 0.087
Benjamin Claypool	Principal Engineer Longevity	413	45.744 0.087
Bo Cordes	Engineering Technician I	307	23.500
Brad Foulk	Engineering Technician II Longevity Longevity, November 14, 2023	309	32.655 0.087 0.144
Maria Perez Gonzalez	Storm Water Specialist Longevity, July 1, 2023	309	36.322 0.087
J. Cody Hager	Engineering Technician II Longevity	309	41.570 0.317
Austin Kane	Engineering Technician II	309	38.167
Jacob Luzum	Land Surveyor	411	36.058
Matthew Tolan	Civil Engineer II Longevity	411	40.486 0.087
Andrew VanRaden	Engineering Technician II	309	29.265
David Wicke	City Engineer Longevity, September 9, 2023	417	70.765 0.087
<u>CEMETERY SECTION</u>			
Logan Clements	Maintenance Worker April 18, 2024	15 C 15 D	23.783 24.491

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	POC	HOURLY
Kevin Cross	Public Works & Parks Supervisor Longevity	411	POC	49.341 0.260
Jeremiah Hook	Equipment Operator	17 H		30.463
<u>PARK SECTION</u>				
Kim Armstrong	Laborer (Part-Time)	8 H		20.334
Brian Corwin	Laborer (Part-Time) June 27, 2024	8 C 8 D		17.365 17.888
Brennan Haag	Laborer (Part-Time) May 17, 2024	8 C 8 D		17.365 17.888
Andrew Hoyer	Equipment Operator July 21, 2023	17 F 17 G		28.429 29.287
Greg Miller	Laborer (Part-Time)	8 H		20.334
Douglas Miller	Horticulturist	307		31.620
Brett Morris	Public Works & Parks Supervisor Longevity Longevity, August 8, 2023	411		38.438 0.087 0.144
Ryan Rieger	Arborist Longevity	308		32.944 0.087
Harold Runkle	Senior Groundskeeper Longevity	17 H		30.463 0.663
Tobias Sires	Arborist	308		27.316
<u>BUILDING MAINTENANCE SECTION</u>				
Matthew Buck	Bldg. Maintenance Supervisor Longevity Longevity, August 16, 2023	411	POC	45.019 0.202 0.260
Brett Riley	Maintenance Worker March 18, 2024	15 F 15 G		25.984 26.764
<u>REFUSE OPERATIONS SECTION</u>				
Jeff Bass	Maintenance Worker (Part-Time) October 8, 2023	15 F 15 G		25.984 26.764
Benjamin Bausman	Maintenance Worker July 8, 2023	15 E 15 F		25.220 25.984
Christopher Blohn	Maintenance Worker	15 H		27.844

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	HOURLY
Virgil Butterfield	Maintenance Worker (Part-Time)	15 H	27.844
Stephanie Camargo	Maintenance Worker	15 F	25.984
	March 18, 2024	15 G	26.764
Lisa Conrad	Maintenance Worker (Part-Time)	15 F	25.984
	October 8, 2023	15 G	26.764
Scott Crawford	Maintenance Worker	15 H	27.844
Michael Devine	Maintenance Worker (Part-Time)	15 B	23.086
	January 18, 2024	15 C	23.783
Kathy Gaede	Maintenance Worker (Part-Time)	15 G	26.764
	February 13, 2024	15 H	27.844
Scott Goodenbour	Maintenance Worker	15 H	27.844
Clayton Konz	Maintenance Worker (Part-Time)	15 C	23.783
	January 10, 2024	15 D	24.491
Parker Lewis	Maintenance Worker (Part-Time)	15 A	22.414
	November 1, 2023	15 B	23.086
	May 1, 2024	15 C	23.783
Robert Martin	Maintenance Worker (Part-Time)	15 F	25.984
	December 26, 2023	15 G	26.764
Mike Ravn	Maintenance Worker (Part-Time)	15 F	25.984
	October 8, 2023	15 G	26.764
Doyle Smith	Public Works & Parks Supervisor Longevity	411	43.498 0.433
Roy Trenkamp	Maintenance Worker	15 H	27.844
<u>WATER RECLAMATION DIVISION</u>			
Ryan Bonjour	Maintenance Worker	15 H	27.844
James Dietz	Maintenance Worker	15 H	27.844
Tyler Griffin	Water Rec Manager Longevity	414	POC 55.599 0.260
John Koch	Waste Water Operator I	16 H	29.123
Keith Lewis	Waste Water Operator I	16 H	29.123
Jeremy Northrup	Waste Water Operator I	16 H	29.123

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	HOURLY
Chris Robinson	Equipment Mechanic	18 H	31.856
Rodney Smith	Waste Water Operator II Longevity Longevity, August 21, 2023	18 H	31.856 0.606 0.663
Joe Tegtmeier	Maintenance Worker	15 H	27.844
Ted Timson	Maintenance Worker	15 H	27.844
Patricia Tometich	Laboratory Technician	18 H	31.856
<u>SANITARY SEWER SECTION</u>			
Larry Camarata	Maintenance Worker	15 H	27.844
Josh Timmerman	Equipment Operator	17 H	30.463
<u>STREET CONSTRUCTION SECTION</u>			
Adam Burg	Equipment Operator	17 H	POC 30.463
Jacob Clark	Maintenance Worker October 1, 2023	15 F 15 G	25.984 26.764
Dennis Douglas	Equipment Operator	17 H	30.463
Rick Ehmen	Maintenance Worker	15 H	27.844
Royce Eiklenborg	Maintenance Worker	15 H	27.844
Nicholas Erickson	Public Works & Parks Superviosr Longevity	411	POC 40.002 0.144
Mark Forrester	Equipment Operator Longevity	17 H	30.463 0.663
Bradley Fredericksen	Maintenance Worker September 26, 2023	15 B 15 C	23.086 23.783
Robert Henry, Jr.	Maintenance Worker	15 H	27.844
Trevor Johnson	Equipment Operator July 12, 2023	17 C 17 D	26.013 26.795
Cody Kayser	Equipment Operator	17 H	30.463
Ken Lewis	Maintenance Worker	15 H	27.844
Levi Lynch	Maintenance Worker December 27, 2023	15 B 15 C	23.086 23.783
Shem McCoy	Maintenance Worker September 20, 2023	15 C 15 D	23.783 24.491

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	HOURLY
Casey Paine	Maintenance Worker	15 D	24.491
	September 30, 2023	15 E	25.220
Josiah Smith	Equipment Operator	17 C	26.013
	January 23, 2024	17 D	26.795
Travis Schlamp	Equipment Operator	17 H	30.463
Jason Yearous	Public Works & Parks Supervisor	411	37.961
	Longevity		0.144
	Longevity, June 30, 2024		0.202
Carl Yokem	Maintenance Worker	15 H	27.844
<u>TRAFFIC OPERATIONS SECTION</u>			
Brian Graham	Maintenance Worker	15 H	27.844
Matthew Lukehart	Traffic Operations Supervisor	411	38.955
	Longevity		0.087
<u>VEHICLE MAINTENANCE SECTION</u>			
Derek Gearhart	Equipment Mechanic	18 G	30.624
	April 30, 2024	18 H	31.856
Richard Mitchell	Asst. Equipment Mechanic (Part-Time)	15 D	24.491
	June 27, 2023	15 E	25.220
	June 27, 2024	15 F	25.984
Benjamin Neundorf	Equipment Mechanic	18 C	27.211
	May 16, 2024	18 D	28.034
Dustin Rawdon	Fleet Maintenance Supervisor	411	45.206
	Longevity		0.260
Robert Richardson	Equipment Mechanic	18 H	31.856
Brian Steinlage	Equipment Mechanic	18 H	31.856
Zachary Tolias	Asst. Equipment Mechanic	15 A	22.414
	October 13, 2023	15 B	23.086
	April 13, 2024	15 C	23.783
<u>PUBLIC SAFETY SERVICES DEPARTMENT</u>			
<u>ADMINISTRATION DIVISION</u>			
Craig Berte	Director of Public Safety Services	420	80.011
	Longevity		0,606

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	HOURLY
<u>FIRE DIVISION</u>			
Tryston Adelmund	Public Safety Officer Longevity, October 14, 2023	PSO-2-III	37.816 0.087
Zachary Andersen	Public Safety Officer	PSO-2-III	37.816
John Bostwick	Asst. Director of Public Safety Serv./Fire Chief Longevity	416	68.394 0.663
Derek Brown	Fire Captain Longevity Longevity, October 19, 2023	411 PSO	51.758 0.433 0.490
Chris Copp	Public Safety Officer Longevity	PSO-2-IX	43.563 0.260
Scott Dougan, Jr.	Public Safety Officer Longevity	PSO-2-IV	38.551 0.087
Joshua Getz	Public Safety Officer Longevity, August 12, 2023	PSO-2-III	37.816 0.087
Kristi Hanson	Public Safety Officer	PSO-2-III	37.816
Kevin Hernandez	Public Safety Officer January 29, 2024 Longevity	PSO-2-IV PSO-2-V	38.551 39.300 0.087
Morgan Hoeft	Public Safety Officer Longevity, August 12, 2023	PSO-2-III	37.816 0.087
Matt Krueger	Public Safety Supervisor - Lieutenant Longevity	412	47.939 0.260
Zachary Ladage	Public Safety Supervisor - Lieutenant Longevity Longevity, March 20, 2024	412	50.015 0.260 0.317
Tyler Lenox	Public Safety Officer January 3, 2024 Longevity	PSO-2-III PSO-2-IV	37.816 38.551 0.087
Kyle Manternach	Public Safety Officer Longevity	PSO-2-IV	38.551 0.087
Shea McNamara	Public Safety Supervisor-Captain Longevity	414	60.834 0.202
Javier Mercado	Public Safety Officer January 7, 2024 Longevity	PSO-2-VIII PSO-2-IX	42.426 43.563 0.202

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	HOURLY
Troy Purdy	Public Safety Officer Longevity	PSO-2-IX	43.563 0.433
Kye Richter	Public Safety Officer September 19, 2023	PSO-2-II PSO-2-III	37.095 37.816
Maxton Ross	Public Safety Officer	PSO-2-III	37.816
Preston Russell	Public Safety Officer Longevity	PSO-2-IV	38.551 0.087
Lucas Schmidt	Public Safety Officer May 28, 2024 Longevity	PSO-2-III PSO-2-IV	37.816 38.551 0.087
Ethan Schultzen	Public Safety Officer Longevity, December 23, 2023	PSO-2-III	37.816 0.087
Samual Shafer	Public Safety Officer Longevity	PSO-2-IX	43.563 0.260
Brad Sherwood	Fire Captain Longevity Longevity, July 21, 2023	411	43.850 0.375 0.433
Todd Taylor	Fire Captain Longevity	411	PSO 45.525 0.317
Kelli Yates	Public Safety Supervisor-Captain Longevity	414	61.821 0.375
John Zolondek	Assistant Director of Public Safety/Fire Chief Longevity Longevity, September 4, 2023	416	68.201 0.260 0.317
<u>POLICE DIVISION</u>			
Thomas Baltes	Public Safety Officer January 3, 2024 Longevity	PSO-2-III PSO-2-IV	37.816 38.551 0.087
Carson Barron	Public Safety Supervisor-Lieutenant Longevity	412	46.937 0.144
Christian Baumgartner	Public Safety Officer Longevity, March 2, 2024	PSO-2-III	37.816 0.087
Martin Beckner	Public Safety Supervisor-Lieutenant Longevity	412	55.264 0.433
Ryan Bellis	Public Safety Officer Longevity	PSO-2-IX	43.563 0.375

PAYROLL RESOLUTION FY 2024
June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	HOURLY
Matthew Belz	Police Officer Longevity	P2-IX	39.070 0.317
Allison Broughton	Community Service Officer I (Part-Time)	017	15.675
Braden Brown	Community Service Officer I (Part-Time)	017	16.198
Kaleb Bruggeman	Public Safety Officer January 2, 2024 Longevity	PSO-2-III PSO-2-IV	37.816 38.551 0.087
Gavin Carman	Public Safety Supervisor-Lieutenant Longevity	412	48.673 0.260
Jovan Creighton	Public Safety Officer February 18, 2024 Longevity	PSO-2-VII PSO-2-VIII	41.419 42.426 0.202
Paula Czarnetzki	Crossing Guard (Part-Time)	PT-2	18.102
Cedric Danilson	Public Safety Officer Longevity	PSO-2-IV	38.551 0.087
Alexis Eick	Office Assistant (Part-Time)	304	17.933
Clinton Ferguson	Public Safety Officer Longevity Longevity, February 13, 2024	PSO-2-V	39.300 0.087 0.144
Thomas Fey	Public Safety Officer May 1, 2024 Longevity Longevity, May 1, 2024	PSO-2-IV PSO-2-V	38.551 39.300 0.087 0.144
Joseph Gale	Crossing Guard (Part-Time)	PT-2	18.102
Dee Gallaher	Crossing Guard (Part-Time)	PT-2	18.102
Jonathan Gerzema	Public Safety Supervisor-Lieutenant Longevity	412	48.186 0.202
Dennis Gilroy	Crossing Guard (Part-Time)	PT-2	18.102
Michael Haislet	Police Lieutenant Longevity	412	PSO 50.673 0.433
Grant Halbur	Community Service Officer I (Part-Time)	017	16.198
Adam Hancock	Public Safety Officer Longevity	PSO-2-IV	38.551 0.087
Jodi Harn	Administrative Assistant	305	21.957

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024			
NAME	POSITION	BAND	HOURLY
Jeff Harrenstein	Public Safety Supervisor - Captain Longevity	414	63.703 0.606
Brooke Helgeson	Public Safety Officer Longevity	PSO-2-IV	38.551 0.087
Brooke Heuer	Public Safety Supervisor-Captain Longevity	414	61.662 0.433
Mark Howard	Assistant Public Safety Director/Police Chief Longevity	416	69.342 0.317
Kyle Janikowski	Public Safety Officer	PSO-2-III	37.816
Carson Jensen	Public Safety Officer December 27, 2023	PSO-2-II PSO-2-III	37.095 37.816
Brian Johannsen	Public Safety Officer Longevity	PSO-2-IX	43.563 0.260
Brennan Kohls	Office Assistant (Part-Time)	304	18.611
John Kramer IV	Public Safety Officer	PSO-2-III	37.816
Austin Lechtenberg	Acting PS Supervisor Lieutenant Public Safety Officer Longevity	412 PSO-2-IV	40.479 38.551 0.087
Ashley Luck	Public Safety Officer May 23, 2024	PSO-2-II PSO-2-III	37.095 37.816
Branden Madsen	Public Safety Officer Longevity	PSO-2-IV	38.551 0.087
Michael Marcotte	Public Safety Officer August 15, 2023 Longevity Longevity, August 15, 2023	PSO-2-IV PSO-2-V	38.551 39.300 0.087 0.144
Omar Martinez	Public Safety Officer December 27, 2023	PSO-2-II PSO-2-III	37.095 37.816
Joshua Mixdorf	Public Safety Officer July 7, 2023	PSO-2-II PSO-2-III	37.095 37.816
Stephanie Moore	Public Safety Officer Longevity	PSO-2-IX	43.563 0.375
Dennis O'Neill	Public Safety Supervisor-Lieutenant Longevity	412	56.712 0.433
Nicholas Puls	Public Safety Officer Longevity	PSO-2-IX	43.563 0.317

PAYROLL RESOLUTION FY 2024

June 24, 2023 - July 5, 2024

FY2024

NAME	POSITION	BAND	HOURLY
Tyler Putney	Public Safety Officer	PSO-2-III	37.816
	January 3, 2024	PSO-2-IV	38.551
	Longevity		0.087
Kari Rea	Public Safety Supervisor-Lieutenant	412	50.323
	Longevity		0.375
Liesel Reimers	Public Safety Officer	PSO-2-IV	38.551
	Longevity		0.087
Caitlin Ryan	Public Safety Officer	PSO-2-III	37.816
Dylan Scharnau	Public Safety Officer	PSO-2-II	37.095
	April 28, 2024	PSO-2-III	37.816
Aidan Schmitz	Community Service Officer I (Part-Time)	017	15.675
Kurt Schreiber	Public Safety Supervisor - Lieutenant	412	55.139
	Longevity		0.490
Kendall Schwan	Public Safety Officer	PSO-2-IV	38.551
	October 3, 2023	PSO-2-V	39.300
	Longevity		0.087
	Longevity, October 3, 2023		0.144
Jeffrey Sitzmann	Public Safety Supervisor - Captain	414	64.355
	Longevity		0.490
	Longevity, April 29, 2024		0.548
Timothy Smith	Public Safety Supervisor-Captain	414	63.226
	Longevity		0.317
Nathan Steffens	Community Service Officer I (Part-Time)	017	15.675
Drew Tyler	Community Service Officer I (Part-Time)	017	15.675
Laura VanPatten	Crossing Guard (Part-Time)	PT-2	18.102
Karen Yasuda	Community Service Officer I (Part-Time)	017	15.000
Nolan Young	Public Safety Officer	PSO-2-IV	38.551
	Longevity		0.087
Hanna Zikuda	Public Safety Officer	PSO-2-II	37.095
	July 6, 2023	PSO-2-III	37.816

F- Frozen Pay

M - Maximum pay

POC - Paid-On-Call

PSO - Public Safety Officer

**CITY OF CEDAR FALLS, IOWA
SPECIAL PURPOSE SALARY SCHEDULE
EFFECTIVE JUNE 24, 2023**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
	NE	010	7.400		11.567
	NE	011	10.109		12.483
Intern I Library Shelver	NE	012	10.427		13.629
Rec Front Desk V & T/Hearst Assistant	NE	013	10.681		14.775
	NE	014	11.183		15.919
Hearst Program Assistant Intern II Library Special Purpose Rec Child Care	NE	015	11.721		17.178
Hearst Lab Technician Production Assistant I	NE	016	12.601		18.439
Community Service Officer I Intern III Production Assistant II	NE	017	13.484		19.870
	NE	018	13.978		20.698
Community Service Officer II Facility Assistant	NE	019	15.078		22.318

**CITY OF CEDAR FALLS, IOWA
NON-EXEMPT SALARY SCHEDULE
EFFECTIVE JUNE 24, 2023**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Library Page	NE	301	10.647	13.310	17.303
	NE	302	13.219	16.519	21.469
	NE	303	15.775	19.720	25.638
Office Assistant	NE	304	17.034	21.292	27.679
Administrative Assistant Library Assistant Senior Services Coordinator	NE	305	18.301	22.880	29.746
Administrative Assistant - Lead Administrative Assistant - Library Financial Clerk Community Services Specialist Content Coordinator Information Systems Technician I	NE	306	20.179	25.227	32.798
Code Enforcement Officer Engineering Technician I Graphic Designer Horticulturist Payroll/HR Technician Planner I Program Coordinator V & T Coordinator	NE	307	22.704	28.380	36.894
Arborist Civil CAD/GIS Technician Education Coordinator Financial Technician Hearst Coordinator Information Systems Technician II Video Production Specialist	NE	308	25.226	31.531	40.991
Diversity, Equity & Inclusion Specialist Engineering Technician II Inspector Human Resources Specialist Rec Program Coordinator Storm Water Specialist Traffic Technician V & T Sales & Marketing Coordinator	NE	309	27.750	34.690	45.101

**CITY OF CEDAR FALLS, IOWA
NON-EXEMPT SALARY SCHEDULE
EFFECTIVE JUNE 24, 2023**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Video Production Supervisor	NE	310	30.263	37.826	49.172
	NE	311	32.786	40.979	53.269
	NE	312	35.310	44.137	57.378
	NE	313	37.823	47.279	61.462
	NE	314	40.358	50.443	65.571
	NE	315	42.857	53.572	69.643
	NE	316	45.383	56.731	73.753
	NE	317	49.160	61.454	79.893
	NE	318	54.208	67.759	88.086
	NE	319	59.233	74.042	96.255
	NE	320	64.352	80.442	104.578

**CITY OF CEDAR FALLS, IOWA
EXEMPT SALARY SCHEDULE
EFFECTIVE JUNE 24, 2023**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
	E	401	10.647	13.310	17.303
	E	402	13.219	16.519	21.469
	E	403	15.775	19.720	25.638
	E	404	17.034	21.292	27.679
	E	405	18.301	22.880	29.746
	E	406	20.179	25.227	32.798
	E	407	22.704	28.380	36.894
	E	408	25.226	31.531	40.991
Accountant Administrative Supervisor Communications Specialist Fitness Coordinator Librarian Technology Librarian	E	409	27.750	34.690	45.101
Civil Engineer I Community Services Supervisor Planner II	E	410	30.263	37.826	49.172
Building Maintenance Supervisor Civil Engineer II Cultural Programs Supervisor Fire Captain Fleet Maintenance Supervisor GIS Analyst Land Surveyor Network Administrator Public Works & Parks Supervisor Recreation Programs Supervisor Traffic Operations Supervisor Water Reclamation Supervisor	E	411	32.786	40.979	53.269

**CITY OF CEDAR FALLS, IOWA
EXEMPT SALARY SCHEDULE
EFFECTIVE JUNE 24, 2023**

CLASS TITLES	FLSA STATUS	BAND #	HOURLY WAGE		
			MIN.	Control	MAX.
Cable TV & Telecommunications Supervisor Economic Development Coordinator Planner III Police Lieutenant Police Lieutenant - PSO Public Safety Supervisor - Lieutenant Senior Librarian	E	412	35.310	44.137	57.378
City Clerk Fire Battalion Chief Principal Engineer Recreation & Community Programs Manager Tourism & Cultural Programs Manager	E	413	37.823	47.279	61.462
Controller/City Treasurer Human Resources Manager Inspection Services Manager Police Captain Police Captain - PSO Public Safety Supervisor - Captain Water Reclamation Manager	E	414	40.358	50.443	65.571
Information Systems Manager Operations & Maintenance Manager Planning & Community Services Manager	E	415	42.857	53.572	69.643
Asst Public Safety Director/Chief - Police Asst Public Safety Director/Chief - Fire	E	416	45.383	56.731	73.753
City Engineer Library Director	E	417	49.160	61.454	79.893
	E	418	54.208	67.759	88.086
City Attorney	E	419	59.233	74.042	96.255
Director of Community Development Director of Finance & Business Operations Director of Public Safety Services Director of Public Works	E	420	64.352	80.442	104.578

CITY OF CEDAR FALLS Final		Effective 6/24/23	FY24 GRADE ORDER LIST: OPEN PLAN			
Grade	Job Title	Department	Control Point			FLSA
			80.0% Minimum	100.0% Control Point	130.0% Maximum	
20	DIRECTOR OF COMMUNITY DEVELOPMENT	CD-ADMIN	\$64.352	\$80.443	\$104.578	E
	DIRECTOR OF FINANCE & BUSINESS OPERATIONS	FINANCE ADMIN				E
	DIRECTOR OF PUBLIC WORKS	PUBLIC WORKS ADMIN				E
	DIRECTOR OF PUBLIC SAFETY SERVICES	PUBLIC SAFETY ADMIN				E
19	CITY ATTORNEY	LEGAL	\$59.233	\$74.042	\$96.255	E
18	VACANT		\$54.208	\$67.759	\$88.086	
17	CITY ENGINEER	ENGINEERING	\$49.160	\$61.454	\$79.893	E
	LIBRARY DIRECTOR	LIBRARY				E
16	ASST PUBLIC SAFETY DIRECTOR/CHIEF - POLICE	POLICE	\$45.383	\$56.731	\$73.753	E
	ASST PUBLIC SAFETY DIRECTOR/CHIEF - FIRE	FIRE				E
15	INFORMATION SYSTEMS MANAGER	INFORMATION SYSTEMS	\$42.857	\$53.572	\$69.643	E
	OPERATIONS & MAINTENANCE MANAGER	PUBLIC WORKS ADMIN				E
	PLANNING & COMMUNITY SERVICES MANAGER	PLANNING				E
14	WATER RECLAMATION MANAGER	WATER RECLAMATION	\$40.358	\$50.443	\$65.571	E
	INSPECTION SERVICES MANAGER	INSPECTION SERVICES				E
	HUMAN RESOURCES MANAGER	HUMAN RESOURCES				E
	CONTROLLER/CITY TREASURER	FINANCIAL SERVICES				E
	POLICE CAPTAIN	POLICE				E
	POLICE CAPTAIN - PSO	POLICE				E
	PUBLIC SAFETY SUPERVISOR - CAPTAIN	PUBLIC SAFETY				E
13	PRINCIPAL ENGINEER	ENGINEERING	\$37.823	\$47.279	\$61.462	E
	RECREATION & COMMUNITY PROGRAMS MANAGER	RECREATION				E
	TOURISM & CULTURAL PROGRAMS MANAGER	V & T				E
	CITY CLERK	PUBLIC RECORDS				E
	FIRE BATTALION CHIEF	FIRE				E
12	CABLE TV & TELECOMMUNICATIONS SUPERVISOR	CABLE TV	\$35.310	\$44.137	\$57.378	E
	PLANNER III	PLANNING				E
	SENIOR LIBRARIAN	LIBRARY				E
	POLICE LIEUTENANT	POLICE				E
	POLICE LIEUTENANT - PSO FIRE	POLICE				E
	PUBLIC SAFETY SUPERVISOR - LIEUTENANT	PUBLIC SAFETY				E
	ECONOMIC DEVELOPMENT COORDINATOR	ADMIN				E
11	BUILDING MAINTENANCE SUPERVISOR	PUBLIC BUILDINGS	\$32.786	\$40.979	\$53.269	E
	FLEET MAINTENANCE SUPERVISOR	VEHICLE MAINTENANCE				E
	PUBLIC WORKS & PARKS SUPERVISOR	STREETS				E
	LAND SURVEYOR	ENGINEERING				E
	TRAFFIC OPERATIONS SUPERVISOR	TRAFFIC				E
	RECREATION PROGRAM SUPERVISOR	RECREATION				E
	VIDEO PRODUCTION SUPERVISOR	CABLE TV				NE
	WATER RECLAMATION SUPERVISOR	WATER RECLAMATION				E
	GIS ANALYST	PLANNING				E
	CULTURAL PROGRAMS SUPERVISOR	CULTURAL				E
	CIVIL ENGINEER II	ENGINEERING				E
	NETWORK ADMINISTRATOR	INFORMATION SYSTEMS				E
	FIRE CAPTAIN	FIRE				E
10	PLANNER II	PLANNING	\$30.263	\$37.826	\$49.172	E
	CIVIL ENGINEER I	ENGINEERING				E
	COMMUNITY SERVICES SUPERVISOR	COMMUNITY DEVELOPMENT				E
9	ACCOUNTANT	FINANCIAL SERVICES	\$27.750	\$34.691	\$45.101	E
	LIBRARIAN	LIBRARY				E
	FITNESS COORDINATOR	RECREATION				E
	ADMINISTRATIVE SUPERVISOR	PUBLIC RECORDS				E
	TECHNOLOGY LIBRARIAN	LIBRARY				E
	COMMUNICATIONS SPECIALIST	ADMIN				E
	STORMWATER SPECIALIST	ENGINEERING				NE
	HUMAN RESOURCES SPECIALIST	HUMAN RESOURCES				NE
	DIVERSITY, EQUITY, & INCLUSION SPECIALIST	HUMAN RESOURCES				NE
	REC PROGRAM COORDINATOR	RECREATION				NE
	ENGINEERING TECHNICIAN II	ENGINEERING				NE
	INSPECTOR	INSPECTION SERVICES				NE
	V & T SALES & MARKETING COORDINATOR	V & T				NE
	TRAFFIC TECHNICIAN	PUBLIC WORKS				NE

8	FINANCIAL TECHNICIAN INFORMATION SYSTEMS TECHNICIAN II EDUCATION COORDINATOR HEARST COORDINATOR ARBORIST LIBRARY EDUCATION COORDINATOR VIDEO PRODUCTION SPECIALIST CIVIL CAD/GIS TECHNICIAN	FINANCIAL SERVICES INFORMATION SYSTEMS CULTURAL CULTURAL PARKS LIBRARY CABLE TV ENGINEERING	\$25.226	\$31.531	\$40.991	NE NE NE NE NE NE NE NE
7	PROGRAM COORDINATOR PLANNER I GRAPHIC DESIGNER V & T COORDINATOR PAYROLL/HR TECHNICIAN ENGINEERING TECHNICIAN I CODE ENFORCEMENT OFFICER HORTICULTURIST	CULTURAL PLANNING INFORMATION SYSTEMS V & T FINANCIAL SERVICES ENGINEERING INSPECTION SERVICES PARKS	\$22.704	\$28.380	\$36.894	NE NE NE NE NE NE NE NE
6	ADMINISTRATIVE ASSISTANT - LIBRARY INFORMATION SYSTEMS TECHNICIAN I ADMINISTRATIVE ASSISTANT - LEAD ADMINISTRATIVE ASSISTANT - LEAD ADMINISTRATIVE CLERK - FINANCIAL CLERK COMMUNITY SERVICES SPECIALIST CONTENT COORDINATOR	LIBRARY INFORMATION SYSTEMS RECREATION PUBLIC RECORDS FINANCIAL SERVICES COMMUNITY DEVELOPMENT V & T	\$20.179	\$25.227	\$32.798	NE NE NE NE NE NE NE
5	LIBRARY ASSISTANT SENIOR SERVICES COORDINATOR ADMINISTRATIVE ASSISTANT ADMINISTRATIVE ASSISTANT ADMINISTRATIVE ASSISTANT	LIBRARY CULTURAL PUBLIC RECORDS PUBLIC WORKS COMMUNITY DEVELOPMENT	\$18.301	\$22.879	\$29.746	NE NE NE NE NE
4	OFFICE ASSISTANT OFFICE ASSISTANT	CULTURAL V & T	\$17.034	\$21.292	\$27.679	NE NE
3	VACANT		\$15.775	\$19.720	\$25.638	
2	VACANT		\$13.219	\$16.518	\$21.469	
1	LIBRARY PAGE	LIBRARY	\$10.647	\$13.310	\$17.303	NE

**WORKSHOP/SESSION/EVENT/SEASONAL
PAY PLAN**

Effective June 24, 2023 - July 5, 2024

RANGE	CLASSIFICATION	DURATION	PAY RANGE & MODE
I	<u>Workshop Instructors</u>	Days	Per Workshop
	1 Total Contact Hour		\$15.00
	1.5 Total Contact Hours		\$25.00
	2 Total Contact Hours		\$35.00
	3 Total Contact Hours		\$50.00
	4 Total Contact Hours		\$65.00
	6 Total Contact Hours		\$95.00
II	<u>Session Instructors</u>	2 or more weeks	Per Session
	30 Minutes		\$6.00-19.00
	1 Hour		\$9.50-25.00
	1.5 Hours		\$12.50-39.00
	2 Hours		\$15.00-40.00
	3 Hours		\$21.00-55.00
	4 Hours		\$30.00-60.00
	5 Hours		\$37.50-65.00
	Golf Instructor		\$30.00-50.00
	Library Instructors		\$80.00-120.00
	Fitness Instructors		\$16.00-35.00
III	<u>Event Supervisors & Officials</u>	Various	Per Event
	Basketball - Non-Registered		\$12.00 -20.00
	Basketball - Registered		\$15.00-28.00
	Youth League (Umpire - Field) - Single Game		\$15.00-25.00
	Youth League (Umpire - Plate) - Single Game		\$25.00-45.00
	Youth League (Umpire - Field) - Double Header		\$25.00-45.00
	Youth League (Umpire - Plate) - Double Header		\$40.00-60.00
	Umpires - Adult Softball		\$15.00-30.00
	Adult Softball League Supervisor - 4 Hour		\$45.00-75.00
	Fitness Equipment Repair		\$70.00-120.00
IV	<u>Cable Division Events</u>	Various	Per Event
	Sports Commentators		\$75.00-250.00
	Camera Operators		\$60.00-250.00
	Director		\$100.00-250.00
	Video Replay/Scorebug Operator		\$60.00-250.00
	Field Producer/Stage Manager		\$50.00-100.00
	Time Out Coordinator		\$50.00-150.00
	Show Hosts		\$50.00-150.00
	Announcers for Videos or Commercials		\$25.00-150.00
V	<u>Aquatics Managers</u>	Season	Per Season
	Pool Manager		\$9,500-10,500
	Pool Assistant Manager		\$7,500-8,500

workshop-session-event.xls

VI	<u>Introductory Seasonal Positions</u>	Season	Per Hour \$11.00-17.00
	Youth Sports - Camp Counselor Youth Sports - Coach Youth Sports - Referee Youth Sports - Ballfield Maintenance Adult Sports - League Supervisor Aquatics - Lifeguards Aquatics - Instructors Aquatics - Instructors Aids Aquatics - Concession Workers Aquatics - Cashiers Aquatics - Maintenance		
VI	<u>Mid Level Seasonal Positions</u>	Season	Per Hour \$12.00-18.00
	Youth Sports - Youth Official Aquatics - Head Guards		
VI	<u>Senior Level Seasonal Positions</u>	Season	Per Hour \$14.00-20.00
	Youth Sports - Camp Director Youth Sports - Youth Program Supervisor		

Note: These rates do not apply to specialized contracted services, such as visiting artists and musicians. Those rates are set by the vendor contract.

CITY OF CEDAR FALLS, IOWA
PAY PLAN

PUBLIC WORKS/PARKS
BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME

FY24 Pay Plan: Contract Exhibit "A"
3.0% Across-the-Board
Effective June 24, 2023 - July 5, 2024

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2	A	\$25,979.20	\$26,755.04	\$27,564.16	\$28,394.08	\$29,240.64	\$30,112.16	\$31,016.96	\$32,269.12
	M	\$2,164.93	\$2,229.59	\$2,297.01	\$2,366.17	\$2,436.72	\$2,509.35	\$2,584.75	\$2,689.09
	BW	\$999.20	\$1,029.04	\$1,060.16	\$1,092.08	\$1,124.64	\$1,158.16	\$1,192.96	\$1,241.12
	H	\$12,490	\$12,863	\$13,252	\$13,651	\$14,058	\$14,477	\$14,912	\$15,514
3	A	\$27,168.96	\$27,984.32	\$28,822.56	\$29,698.24	\$30,580.16	\$31,503.68	\$32,445.92	\$33,752.16
	M	\$2,264.08	\$2,332.03	\$2,401.88	\$2,474.85	\$2,548.35	\$2,625.31	\$2,703.83	\$2,812.68
	BW	\$1,044.96	\$1,076.32	\$1,108.56	\$1,142.24	\$1,176.16	\$1,211.68	\$1,247.92	\$1,298.16
	H	\$13,062	\$13,454	\$13,857	\$14,278	\$14,702	\$15,146	\$15,599	\$16,227
4	A	\$28,423.20	\$29,278.08	\$30,160.00	\$31,062.72	\$31,996.64	\$32,953.44	\$33,941.44	\$35,312.16
	M	\$2,368.60	\$2,439.84	\$2,513.33	\$2,588.56	\$2,666.39	\$2,746.12	\$2,828.45	\$2,942.68
	BW	\$1,093.20	\$1,126.08	\$1,160.00	\$1,194.72	\$1,230.64	\$1,267.44	\$1,305.44	\$1,358.16
	H	\$13,665	\$14,076	\$14,500	\$14,934	\$15,383	\$15,843	\$16,318	\$16,977
5	A	\$29,727.36	\$30,628.00	\$31,545.28	\$32,493.76	\$33,465.12	\$34,469.76	\$35,507.68	\$36,930.40
	M	\$2,477.28	\$2,552.33	\$2,628.77	\$2,707.81	\$2,788.76	\$2,872.48	\$2,958.97	\$3,077.53
	BW	\$1,143.36	\$1,178.00	\$1,213.28	\$1,249.76	\$1,287.12	\$1,325.76	\$1,365.68	\$1,420.40
	H	\$14,292	\$14,725	\$15,166	\$15,622	\$16,089	\$16,572	\$17,071	\$17,755
6	A	\$31,104.32	\$32,032.00	\$32,990.88	\$33,985.12	\$35,004.32	\$36,058.88	\$37,132.16	\$38,636.00
	M	\$2,592.03	\$2,669.33	\$2,749.24	\$2,832.09	\$2,917.03	\$3,004.91	\$3,094.35	\$3,219.67
	BW	\$1,196.32	\$1,232.00	\$1,268.88	\$1,307.12	\$1,346.32	\$1,386.88	\$1,428.16	\$1,486.00
	H	\$14,954	\$15,400	\$15,861	\$16,339	\$16,829	\$17,336	\$17,852	\$18,575
7	A	\$32,531.20	\$33,502.56	\$34,517.60	\$35,551.36	\$36,612.16	\$37,714.56	\$38,839.84	\$40,416.48
	M	\$2,710.93	\$2,791.88	\$2,876.47	\$2,962.61	\$3,051.01	\$3,142.88	\$3,236.65	\$3,368.04
	BW	\$1,251.20	\$1,288.56	\$1,327.60	\$1,367.36	\$1,408.16	\$1,450.56	\$1,493.84	\$1,554.48
	H	\$15,640	\$16,107	\$16,595	\$17,092	\$17,602	\$18,132	\$18,673	\$19,431

Item 24.

PAY PLAN

**BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME**

**FY24 Pay Plan: Contract Exhibit "A"
3.0% Across-the-Board
Effective June 24, 2023 - July 5, 2024**

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
8	Laborers	A	\$34,030.88	\$35,066.72	\$36,119.20	\$37,207.04	\$38,324.00	\$39,470.08	\$40,653.60	\$42,294.72
		M	\$2,835.91	\$2,922.23	\$3,009.93	\$3,100.59	\$3,193.67	\$3,289.17	\$3,387.80	\$3,524.56
		BW	\$1,308.88	\$1,348.72	\$1,389.20	\$1,431.04	\$1,474.00	\$1,518.08	\$1,563.60	\$1,626.72
		H	\$16.361	\$16.859	\$17.365	\$17.888	\$18.425	\$18.976	\$19.545	\$20.334
9		A	\$35,597.12	\$36,668.32	\$37,762.40	\$38,891.84	\$40,052.48	\$41,254.72	\$42,492.32	\$44,206.24
		M	\$2,966.43	\$3,055.69	\$3,146.87	\$3,240.99	\$3,337.71	\$3,437.89	\$3,541.03	\$3,683.85
		BW	\$1,369.12	\$1,410.32	\$1,452.40	\$1,495.84	\$1,540.48	\$1,586.72	\$1,634.32	\$1,700.24
		H	\$17.114	\$17.629	\$18.155	\$18.698	\$19.256	\$19.834	\$20.429	\$21.253
10	Transfer Station Laborer	A	\$37,234.08	\$38,353.12	\$39,505.44	\$40,691.04	\$41,905.76	\$43,157.92	\$44,455.84	\$46,244.64
		M	\$3,102.84	\$3,196.09	\$3,292.12	\$3,390.92	\$3,492.15	\$3,596.49	\$3,704.65	\$3,853.72
		BW	\$1,432.08	\$1,475.12	\$1,519.44	\$1,565.04	\$1,611.76	\$1,659.92	\$1,709.84	\$1,778.64
		H	\$17.901	\$18.439	\$18.993	\$19.563	\$20.147	\$20.749	\$21.373	\$22.233
11		A	\$38,943.84	\$40,114.88	\$41,317.12	\$42,560.96	\$43,840.16	\$45,152.64	\$46,498.40	\$48,376.64
		M	\$3,245.32	\$3,342.91	\$3,443.09	\$3,546.75	\$3,653.35	\$3,762.72	\$3,874.87	\$4,031.39
		BW	\$1,497.84	\$1,542.88	\$1,589.12	\$1,636.96	\$1,686.16	\$1,736.64	\$1,788.40	\$1,860.64
		H	\$18.723	\$19.286	\$19.864	\$20.462	\$21.077	\$21.708	\$22.355	\$23.258
12		A	\$40,730.56	\$41,959.84	\$43,218.24	\$44,512.00	\$45,843.20	\$47,220.16	\$48,640.80	\$50,604.32
		M	\$3,394.21	\$3,496.65	\$3,601.52	\$3,709.33	\$3,820.27	\$3,935.01	\$4,053.40	\$4,217.03
		BW	\$1,566.56	\$1,613.84	\$1,662.24	\$1,712.00	\$1,763.20	\$1,816.16	\$1,870.80	\$1,946.32
		H	\$19.582	\$20.173	\$20.778	\$21.400	\$22.040	\$22.702	\$23.385	\$24.329
13		A	\$42,608.80	\$43,888.00	\$45,208.80	\$46,558.72	\$47,956.48	\$49,395.84	\$50,891.36	\$52,938.08
		M	\$3,550.73	\$3,657.33	\$3,767.40	\$3,879.89	\$3,996.37	\$4,116.32	\$4,240.95	\$4,411.51
		BW	\$1,638.80	\$1,688.00	\$1,738.80	\$1,790.72	\$1,844.48	\$1,899.84	\$1,957.36	\$2,036.08
		H	\$20.485	\$21.100	\$21.735	\$22.384	\$23.056	\$23.748	\$24.467	\$25.451

**BARGAINING UNIT EMPLOYEES
FULL-TIME/PART-TIME**

PAY PLAN

FY24 Pay Plan: Contract Exhibit "A"
3.0% Across-the-Board
Effective June 24, 2023 - July 5, 2024

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
14	A	\$44,576.48	\$45,913.92	\$47,286.72	\$48,707.36	\$50,159.20	\$51,663.04	\$53,210.56	\$55,359.20
	M	\$3,714.71	\$3,826.16	\$3,940.56	\$4,058.95	\$4,179.93	\$4,305.25	\$4,434.21	\$4,613.27
	BW	\$1,714.48	\$1,765.92	\$1,818.72	\$1,873.36	\$1,929.20	\$1,987.04	\$2,046.56	\$2,129.20
	H	\$21.431	\$22.074	\$22.734	\$23.417	\$24.115	\$24.838	\$25.582	\$26.615
15	A	\$46,621.12	\$48,018.88	\$49,468.64	\$50,941.28	\$52,457.60	\$54,046.72	\$55,669.12	\$57,915.52
	M	\$3,885.09	\$4,001.57	\$4,122.39	\$4,245.11	\$4,371.47	\$4,503.89	\$4,639.09	\$4,826.29
	BW	\$1,793.12	\$1,846.88	\$1,902.64	\$1,959.28	\$2,017.60	\$2,078.72	\$2,141.12	\$2,227.52
	H	\$22.414	\$23.086	\$23.783	\$24.491	\$25.220	\$25.984	\$26.764	\$27.844
16	A	\$48,763.52	\$50,227.84	\$51,729.60	\$53,285.44	\$54,889.12	\$56,538.56	\$58,225.44	\$60,575.84
	M	\$4,063.63	\$4,185.65	\$4,310.80	\$4,440.45	\$4,574.09	\$4,711.55	\$4,852.12	\$5,047.99
	BW	\$1,875.52	\$1,931.84	\$1,989.60	\$2,049.44	\$2,111.12	\$2,174.56	\$2,239.44	\$2,329.84
	H	\$23.444	\$24.148	\$24.870	\$25.618	\$26.389	\$27.182	\$27.993	\$29.123
17	A	\$51,005.76	\$52,536.64	\$54,107.04	\$55,733.60	\$57,420.48	\$59,132.32	\$60,916.96	\$63,363.04
	M	\$4,250.48	\$4,378.05	\$4,508.92	\$4,644.47	\$4,785.04	\$4,927.69	\$5,076.41	\$5,280.25
	BW	\$1,961.76	\$2,020.64	\$2,081.04	\$2,143.60	\$2,208.48	\$2,274.32	\$2,342.96	\$2,437.04
	H	\$24.522	\$25.258	\$26.013	\$26.795	\$27.606	\$28.429	\$29.287	\$30.463
18	A	\$53,343.68	\$54,949.44	\$56,598.88	\$58,310.72	\$60,043.36	\$61,855.04	\$63,697.92	\$66,260.48
	M	\$4,445.31	\$4,579.12	\$4,716.57	\$4,859.23	\$5,003.61	\$5,154.59	\$5,308.16	\$5,521.71
	BW	\$2,051.68	\$2,113.44	\$2,176.88	\$2,242.72	\$2,309.36	\$2,379.04	\$2,449.92	\$2,548.48
	H	\$25.646	\$26.418	\$27.211	\$28.034	\$28.867	\$29.738	\$30.624	\$31.856

* An employee serving in the Fire or Police POC program shall be paid at the rate of time and one-half of the regular wage for the paid-on-call hours.

**CITY OF CEDAR FALLS, IOWA
PAY PLAN**

**PUBLIC WORKS/PARKS
BARGAINING UNIT EMPLOYEES
SEASONAL**

FY24 PAY PLAN: Exhibit "B"
3.00% Across-the-Board
Effective December 23, 2023 - December 20, 2024

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
2	Buildings & Grounds Maint. I	A	\$24,943.36	\$26,459.68	\$27,254.24	\$28,071.68	\$28,916.16	\$29,789.76	\$30,669.60
		M	\$2,078.61	\$2,141.19	\$2,271.19	\$2,339.31	\$2,409.68	\$2,482.48	\$2,555.80
		BW	\$959.36	\$988.24	\$1,048.24	\$1,079.68	\$1,112.16	\$1,145.76	\$1,179.60
		H	\$11.992	\$12.353	\$13.103	\$13.496	\$13.902	\$14.322	\$14.745
4	Buildings & Grounds Maint. II	A	\$27,289.60	\$28,111.20	\$29,818.88	\$30,719.52	\$31,640.96	\$32,585.28	\$33,573.28
		M	\$2,274.13	\$2,342.60	\$2,484.91	\$2,559.96	\$2,636.75	\$2,715.44	\$2,797.77
		BW	\$1,049.60	\$1,081.20	\$1,146.88	\$1,181.52	\$1,216.96	\$1,253.28	\$1,291.28
		H	\$13.120	\$13.515	\$14.336	\$14.769	\$15.212	\$15.666	\$16.141
8	Laborer	A	\$32,672.64	\$33,668.96	\$35,717.76	\$36,793.12	\$37,893.44	\$39,035.36	\$40,204.32
		M	\$2,722.72	\$2,805.75	\$2,976.48	\$3,066.09	\$3,157.79	\$3,252.95	\$3,350.36
		BW	\$1,256.64	\$1,294.96	\$1,373.76	\$1,415.12	\$1,457.44	\$1,501.36	\$1,546.32
		H	\$15.708	\$16.187	\$17.172	\$17.689	\$18.218	\$18.767	\$19.329

EXHIBIT "A"

**CITY OF CEDAR FALLS, IOWA
POLICE DEPARTMENT - UNION
FY24 PAY PLAN**

**\$0.50 Mkt. Adj. for each step plus 3.50% PARKING METER RANGE P-1
\$0.50 Mkt. Adj. for each step plus 3.50% SENIOR POLICE OFFICERS RANGE P-3
Effective: June 24, 2023 - July 5, 2024**

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D
P-1	Prkg Meter Atdt.				
	A	\$43,457.44	\$45,171.36	\$47,003.84	\$48,592.96
	M	\$3,621.45	\$3,764.28	\$3,916.99	\$4,049.41
	BW	\$1,671.44	\$1,737.36	\$1,807.84	\$1,868.96
	H	\$20.893	\$21.717	\$22.598	\$23.362
P-3	Sr. Police Officer				
	A	\$71,414.72	\$74,586.72	\$77,823.20	\$81,265.60
	M	\$5,951.23	\$6,215.56	\$6,485.27	\$6,772.13
	BW	\$2,746.72	\$2,868.72	\$2,993.20	\$3,125.60
	H	\$34.334	\$35.859	\$37.415	\$39.070

EXHIBIT "B"

CITY OF CEDAR FALLS, IOWA
POLICE DEPARTMENT - UNION

FY24 PAY PLAN: \$0.50 Mkt. Adj. for each step plus 3.5% FOR RANGES C-1, C-2, P-T1 AND P-T2
Effective: June 24, 2023 - July 5, 2024

RANGE	CLASSIFICATION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
C-1	Account Clerk	A	\$51,563.20	\$53,037.92	\$54,572.96	\$56,139.20	\$57,761.60	\$59,431.84	\$61,152.00	\$62,907.52
	Computer Operator	M	\$4,296.93	\$4,419.83	\$4,547.75	\$4,678.27	\$4,813.47	\$4,952.65	\$5,096.00	\$5,242.29
	Radio Dispatcher	BW	\$1,983.20	\$2,039.92	\$2,098.96	\$2,159.20	\$2,221.60	\$2,285.84	\$2,352.00	\$2,419.52
		H	\$24,790	\$25,499	\$26,237	\$26,990	\$27,770	\$28,573	\$29,400	\$30,244
C-2	Records & Computer	A	\$54,042.56	\$55,585.92	\$57,197.92	\$58,841.12	\$60,550.88	\$62,281.44	\$64,095.20	\$65,952.64
	Services Supervisor	M	\$4,503.55	\$4,632.16	\$4,766.49	\$4,903.43	\$5,045.91	\$5,190.12	\$5,341.27	\$5,496.05
		BW	\$2,078.56	\$2,137.92	\$2,199.92	\$2,263.12	\$2,328.88	\$2,395.44	\$2,465.20	\$2,536.64
		H	\$25,982	\$26,724	\$27,499	\$28,289	\$29,111	\$29,943	\$30,815	\$31,708
P-T 1	P-T Dispatchers	H	\$18,102	\$18,611	\$19,133	\$19,682	\$20,236	\$20,815	\$21,407	\$22,023
	P-T Meter Attendants									
	P-T Clerical									
P-T 2	Crossing Guards	H	\$18,102							

EXHIBIT "C"
CITY OF CEDAR FALLS, IOWA
POLICE DEPT. - UNION
FY24 POLICE OFFICER PAY PLAN
\$0.50 Mkt. Adj. for each step plus 3.5% FOR STEPS P-2 I - P-2 IX
Effective: June 24, 2023 - July 5, 2024

		STEP I	STEP II	STEP III	STEP IV	STEP V	STEP VI	STEP VII	STEP VIII	STEP IX
P-2	Police Officer	\$62,886.72	\$69,199.52	\$70,545.28	\$71,916.00	\$73,313.76	\$74,734.40	\$77,265.76	\$79,144.00	\$81,265.60
	M	\$5,240.56	\$5,766.63	\$5,878.77	\$5,993.00	\$6,109.48	\$6,227.87	\$6,438.81	\$6,595.33	\$6,772.11
	BW	\$2,418.72	\$2,661.52	\$2,713.28	\$2,766.00	\$2,819.76	\$2,874.40	\$2,971.76	\$3,044.00	\$3,125.59
	H	\$30.234	\$33.269	\$33.916	\$34.575	\$35.247	\$35.930	\$37.147	\$38.050	\$39.070
P-2 P	Police Officer/ Part time	\$21.708	\$23.887	\$24.352	\$24.825	\$25.307	\$25.798	\$26.672	\$27.320	\$28.052
PSO-1	Public Safety Officer	\$62,886.72	\$69,199.52	\$70,545.28						
	M	\$5,240.56	\$5,766.63	\$5,878.77						
	BW	\$2,418.72	\$2,661.52	\$2,713.28						
	H	\$30.234	\$33.269	\$33.916						
PSO-2	Public Safety Officer	\$70,118.69	\$77,157.46	\$78,657.99	\$80,186.34	\$81,744.84	\$83,328.86	\$86,151.32	\$88,245.56	\$90,611.14
	M	\$5,843.22	\$6,429.79	\$6,554.83	\$6,682.19	\$6,812.07	\$6,944.07	\$7,179.28	\$7,353.80	\$7,550.91
	BW	\$2,696.87	\$2,967.59	\$3,025.31	\$3,084.09	\$3,144.03	\$3,204.96	\$3,313.51	\$3,394.06	\$3,485.03
	H	\$33.711	\$37.095	\$37.816	\$38.551	\$39.300	\$40.062	\$41.419	\$42.426	\$43.563
	H(24)	\$25.496	\$28.055	\$28.601	\$29.156	\$29.723	\$30.299	\$31.325	\$32.087	\$32.947

* Effective July 1, 2017, an officer assigned by the Chief as a Field Training Officer (FTO) for a newly certified officer or reserve officer shall be compensated at the rate of 1 hour comp time per day while performing FTO duties.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Bailey Schindel, Human Resources Manager

DATE: June 20, 2023

SUBJECT: **FY24 Wellmark Blue Cross and Blue Shield Health Plan
Administrative Services Agreement**

Attached for your approval is the health plan Administrative Services Agreement for FY24 with Wellmark Blue Cross and Blue Shield. Wellmark is proposing a 3.1% increase per plan member per month to their total Administrative Fee which consists of a Medical Administrative Fee, Pharmacy Coordination Fee, and Network Access Fee. City staff recommends approval. If you have questions regarding the attached, please contact me at 268-5531 or Jennifer Rodenbeck at 268-5108.

Attachment

ADMINISTRATIVE SERVICES AGREEMENT

WELLMARK BLUE CROSS AND BLUE SHIELD OF IOWA

and

City of Cedar Falls

Agreement Effective Date: July 1, 2023

Form Number: IA WBCBSI LG SF – Custom 06/01/23

Version: 09/22

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (“**Agreement**”) is made and entered into effective as of the first day of July, 2023 (“**Effective Date**”), by and between Wellmark, Inc., doing business as Wellmark Blue Cross and Blue Shield of Iowa, an Iowa mutual insurance company, (herein “**Wellmark**”), and City of Cedar Falls, an Iowa public entity with its principal location in Iowa (herein “**Account**”).

RECITALS

1. Account is the plan sponsor and plan administrator of a self-funded group health plan within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals and this Agreement is issued to Account as the "group policyholder".
2. The group health plan is sponsored, funded and designed by Account. Account wishes to enter into a financial arrangement with Wellmark under which Account is solely responsible for the Claims Paid for Covered Services provided to its Members. Wellmark does not assume any financial risk or obligation with respect to the Claims Paid for Covered Services provided to Members of the Plan.
3. Account desires that Wellmark provide administrative services for its self-funded group health plan and Wellmark agrees to provide such services subject to the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1 AGREEMENT DEFINITIONS

- 1.1 “**Accountable Care Organization**” or “**ACO**” means a group of health care providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability to manage the total cost of care for their member populations.
- 1.2 “**Administrative Fee**” means the amount per Plan Member that Wellmark charges the Account for Administrative Services and which includes allocations for Wellmark’s cost of administering the Plan, general operating costs, and profit margin. The monthly Administrative Fee is shown on **Exhibit “A”**, Administrative Fees, Network Access Fees, Other Fees, attached to this Agreement and incorporated by this reference.
- 1.3 “**Administrative Services**” means those services to be performed by Wellmark for Account or for the Plan under this Agreement, as specifically described in Article 3 of this Agreement. Administrative Services expressly exclude any services for the administration of continuation health coverage under the plan pursuant to COBRA or similar applicable law, except as may be specified in a COBRA Administrative Services Agreement or Addendum.
- 1.4 “**Affordable Care Act**” or “**ACA**” means the Patient Protection and Affordable Care Act, enacted March 23, 2010, and the Health Care and Education Reconciliation Act, as amended, (collectively, “**ACA**”), including implementing regulations.

- 1.5 **“Agreement”** means this Administrative Services Agreement, including all Exhibits, Benefits Document(s), amendments, Plan Member enrollment form(s), and any COBRA Administrative Services Agreement or Addendum. This Agreement also incorporates by this reference the terms of the HIPAA Business Associate Agreement entered into between Wellmark and the Plan.
- 1.6 **“Amounts Not Covered”** means the amounts that are the liability of the Member under the Plan. These include charges for services that are not covered by the Plan, charges for services that are determined to be not medically necessary, reductions in benefits for the Member's failure to follow the Plan's notification requirements, and charges for services that have reached a Plan maximum. Amounts Not Covered does not include amounts that are the responsibility of a health care provider in accordance with the terms of the provider's services contract with Wellmark.
- 1.7 **“Benefits Document”** means the written document(s) available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar. Account may at its option incorporate the Benefits Document into its ERISA Summary Plan Description.
- 1.8 **“Care Coordinator Fee”** means a fixed amount paid by a Host Blue to providers periodically for Care Coordination under a Value-Based Program. **“Care Coordination”** is organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's health care needs across the continuum of care.
- 1.9 **“Claims Paid”** means the dollar amount of Wellmark's payment on behalf of the Account for Incurred Claims.
- 1.10 **“COBRA”** means the group health coverage continuation provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including implementing regulations and similar state or federal laws.
- 1.11 **“Confidential Information”** means all non-public confidential or proprietary information, in any form, delivered or made available or otherwise accessed, collected, processed, stored, or transmitted (whether pursuant to this Agreement or otherwise) by one party or its affiliates, directors, officers, employees and agents (the **“Disclosing Party”**) to the other party, its affiliates, directors, officers, employees and agents (the **“Receiving Party”**). Confidential Information shall include, but not be limited to, Member information (including names, addresses and Social Security numbers), Protected Health Information, personally identifiable information, medical records, Plan claims data, payment data, and Wellmark Confidential Information. Confidential Information shall not include information which (a), at the time of disclosure, is available to the general public; (b) becomes at a later date available to the general public through no fault of Receiving Party and then only after such later date; (c) Receiving Party can demonstrate was in its possession before receipt from Disclosing Party; (d) Receiving Party can demonstrate was independently developed; or (e) is disclosed to Receiving Party without restriction on disclosure by a third party who has the lawful right to disclose such information.
- 1.12 **“Covered Charges”** means the dollar amount a health care provider bills a Member or Wellmark for Covered Services in accordance with the terms of the Benefits Document.

- 1.13 **“Covered Services”** means the medically necessary health care services provided to a Member as described in and covered by the applicable Benefits Document.
- 1.14 **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, including implementing regulations.
- 1.15 **“Global Payment/Total Cost of Care”** means a payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services, and prescription drugs.
- 1.16 **“Grandfathered Health Plan”** or **“Non-Grandfathered Health Plan”** mean the same as such terms are used in the ACA.
- 1.17 **“Health Services”** means educational and informational care management services Wellmark may provide to Members designed to encourage Members’ good health and help them make better health care decisions. Health Services are not clinical services. These services may include, but are not limited to, BeWell 24/7, pregnancy support, care management, or other programs.
- 1.18 **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended, including implementing regulations.
- 1.19 **“Host Blue”** means the local Blue Cross and/or Blue Shield plan or licensee in a geographic area outside of the Wellmark service area.
- 1.20 **“Incurred Claims”** means claims for payment of health care services that are provided to Members pursuant to the Plan with a date of service during the Rating Period. Notwithstanding the foregoing, Incurred Claims shall not include any claims for payment of health care services for which Account has separately negotiated coverage and/or payment arrangements directly with providers, unless Wellmark has agreed to and is a party to such coverage/payment arrangement.
- 1.21 **“Incurred Date”** means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member’s admission to the facility is considered as the Incurred Date.
- 1.22 **“Maximum Allowable Fee”** means a dollar amount Wellmark establishes using various methodologies for Covered Services and supplies. For medical services, this amount is developed from various sources, such as charges billed for the same service or supply by most health care providers within Iowa, economic indicators, or relative value indices developed or approved by Wellmark, and is based on the simplicity or complexity of the service provided. For medical services received outside of Iowa or South Dakota, the Maximum Allowable Fee is either determined in accordance with the section of this Agreement entitled Out-of-Area Services or is the amount as described in the preceding sentence.

For all dental procedures covered under this Agreement, the fee schedule is developed based on Wellmark’s contracts with dentists, input from its dental consultants, and the charges billed for the same procedure by dentists in Iowa.

- 1.23 **“Member”** means a person, including a Plan Member’s spouse or eligible dependent children, who is eligible and enrolled to receive health benefits under the terms of the Plan as determined and identified by Account.
- 1.24 **“Network Access Fee”** means the amount charged to Account to gain the collective advantages of the network of providers with which Wellmark, a Host Blue, or any subcontractor of either, has contracted for the provision of Covered Services. The fee is a monthly amount as shown on Exhibit “A”, and may include funding for provider incentives. There shall be no Network Access Fee for dental benefits. A portion of the Network Access Fee may include an allocation for administrative expenses above the Administrative Fee.
- 1.25 **“Network Savings”** means the amount saved due to payment arrangements between Wellmark or a Host Blue and health care providers. It is generally calculated as the difference between the Covered Charge and the Maximum Allowable Fee. This result is then added to any other reductions in the liability to a provider pursuant to a contract between Wellmark and the provider, including, but not limited to, reductions for failure to satisfy any notification requirements and medical necessity determinations. If the amount paid to a provider on any claim exceeds the Covered Charges, the Network Savings may be reflected as a negative dollar amount on Account’s bill.
- 1.26 **“Patient-Centered Medical Home”** or **“PCMH”** means a model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.
- 1.27 **“Plan”** means the group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.28 **“Plan Member”** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents and who is the applicant on a completed enrollment form that has been provided to and accepted by Wellmark.
- 1.29 **“Plan Year”** means the year designated by the plan sponsor as the plan year in the plan document or as set forth on Exhibit “A”.
- 1.30 **“Protected Health Information”** or **“PHI”** means the same as the term “protected health information” in 45 CFR §160.103.
- 1.31 **“Provider Incentive”** means an additional amount of compensation paid to a health care provider, based on the provider’s compliance with agreed-upon procedural and/or outcome measures for a particular population of covered persons.
- 1.32 **“Rating Period”** means the period of time set forth on Exhibit “A” or the most recent revision to Exhibit “A”.
- 1.33 **“Shared Savings”** means a payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

- 1.34 **“Value-Based Program”** means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.
- 1.35 **“Wellmark Confidential Information”** means any information with respect to Wellmark’s systems, procedures, methodologies and practices used by Wellmark in connection with claims processing, claims payment or utilization management, together with the fees, terms, payment arrangements, discounts with providers, and related information, as well as any strategic and competitively sensitive information and trade secrets, policies, procedures, and processes of Wellmark, the Blue Cross Blue Shield Association and its licensees.

ARTICLE 2 RESPONSIBILITIES OF ACCOUNT

- 2.1 **Group Health Plan Compliance.** Account is the plan administrator and plan sponsor of the Plan for purposes of this Agreement and applicable law, and is responsible for group health plan design, eligibility, and compliance. Account will exercise its responsibilities in the time required by law and has full responsibility for all of the following:
- a. Maintaining the Plan, determining Plan design, and funding payment of Claims Paid;
 - b. Determining eligibility criteria for Members subject to certain Wellmark enrollment guidelines, including the requirements for locations or Members located outside of Iowa; Account is responsible for enrolling and canceling individuals in the Plan in accordance with such criteria and agrees to terminate coverage promptly for ineligible individuals;
 - c. Designating the Plan Year for the Plan;
 - d. Complying with all applicable laws, reporting and disclosure requirements related to this Agreement and applicable to Account as sponsor of a group health plan, including compliance with any applicable non-discrimination laws in connection with the plan, including but not limited to the following: furnishing Members with Plan documents or notices as may be required by law, including the summary of benefits and coverage (“**SBC**”), any notice of material modification, employer notice of the availability of coverage options under the health insurance marketplace, and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Account will also: (i) make available to Members on request the uniform glossary of insurance-related terms; (ii) comply with any applicable non-discrimination laws in the design and administration of the Plan; and (iii) furnish all notices and fulfill all requirements with regard to COBRA continuation coverage for the Plan, except to the extent any COBRA administration requirements have been expressly delegated to and agreed upon with Wellmark in a COBRA Administrative Services Agreement or Addendum;
 - e. Reviewing and approving promptly templates or drafts of Benefits Document(s) reflecting the Plan design, eligibility and benefit information Account provides to Wellmark. Account is responsible for reviewing the draft Benefits Document(s)

promptly, typically within thirty (30) days of receiving the draft document(s), and determining to Account's satisfaction that the document(s) meet all of Account's legal and business obligations and advising Wellmark of any necessary revisions or approval. The absence of Account's express timely approval of any Benefits Document(s) provided by Wellmark will be considered Account's approval that the draft documents are consistent with benefit information provided by Account, and Wellmark will administer the benefits in accordance with the proposed documents. Once in final form, Account will make the Benefits Document(s) available to Plan Members;

- f. Making final determinations regarding claims, claims internal appeals, or claims exceptions, except to the extent expressly delegated to, and accepted by, Wellmark in Sections 3.1 and 3.6 of this Agreement;
- g. Providing to Wellmark written notice of benefit selections, limitations, and exclusions, changes in the benefits at renewal, or material modifications at any time during the Rating Period. Account shall provide such notice(s) in the time and manner required by Wellmark to fulfill the issuance of SBCs, preparation of Benefits Document templates, or the issuance of other required notices within the time required by law;
- h. If the coverage of any Member is terminated retroactively, Account represents that it either has not collected any premium contribution from the retroactively terminated Member, or has refunded any premium contribution to the retroactively terminated Member, for the period following the effective date of the termination;
- i. Payment of any state premium tax, use tax, or similar tax, or any similar benefit or Plan-related charge, tax, surcharge or assessment, however denominated, that may be assessed on the Plan or related to the administration of the Plan, including any penalties and interest payable with respect thereto;
- j. Compliance with any income and employment tax withholding, depositing, and reporting obligations (including state or federal income tax withholding, FICA tax withholding, employer, FUTA taxes, and Form W-2 wage reporting) applicable to rewards incentives or value-added benefits that may be provided under this employer-sponsored group health plan to Members covered under the Plan. Account is responsible for including the value of any such incentives or value-added benefits as reported by Wellmark to Account in the applicable employees' wages for federal or state income tax, employment tax, and Form W-2 reporting purposes;
- k. Account shall maintain a process for external review of final internal adverse benefit determinations as required by ACA, except to the extent expressly delegated to, and accepted by, Wellmark in this Agreement; and
- l. Calculating, reporting, and payment of any fees and assessments, however denominated, required for all group health plans under ACA.

2.2 **Enrollment Information; Social Security Number Reporting; Information Requirements.** Account agrees to furnish Wellmark with reports, data, and information, including but not limited to, eligibility, enrollment information, physical home address, and

Social Security number for each Member, benefit selection or benefit changes for the Plan, claims history, and information necessary for the administration of the Plan. Account shall provide all such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in determining any person's rights to benefits under the Plan, in making required filings with state or federal government agencies, and in discharging its responsibilities under this Agreement. Account recognizes that its timely, accurate, and complete reporting of the information set forth in this section is necessary for Wellmark to perform its obligations under this Agreement and that should reporting be inaccurate, untimely, or incomplete, Wellmark shall be excused from the performance of the Administrative Services affected by such inaccuracy or delay.

Account shall provide Wellmark with eligibility or enrollment information in a standard medium and layout using Wellmark's proprietary format, the HIPAA ANSI 834 standard format, or an application such as BluesEnroll, unless the parties agree in writing to a non-standard format or application. Account acknowledges that it may be responsible for additional fees if it uses a non-standard format or if Wellmark is required to perform a comparison study of the full eligibility file.

- 2.3 **Account Representation Regarding Eligibility; Notice of Persons Eligible for Coverage; Changes in Eligibility.** Account represents to Wellmark that the terms of any eligibility criteria, conditions, and/or waiting period imposed under the Plan are, and shall be for so long as this Agreement is in effect, in compliance with all applicable laws and regulations, including specifically, the prohibition on excessive waiting periods. Account shall enroll persons eligible for coverage in the Plan in advance of each person's effective date of coverage and shall provide Wellmark with each person's name, Plan selection, Social Security number, and other required identifying information. Account shall provide all initial enrollment information in advance of the Effective Date of this Agreement. As new persons become eligible, or as eligibility changes occur, including any special enrollment events that require a person to be offered coverage or changed to a different enrollment status such as COBRA, Account shall provide Wellmark with updated required information as such changes occur. Account shall provide Wellmark with enrollment updates no less often than weekly and in advance of the effective date of the change if possible. No requested eligibility, enrollment or coverage change shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from Account.
- 2.4 **Notice of Persons Terminated or No Longer Eligible for Coverage; Account's Liability for Claims Paid.** Account shall notify Wellmark of any person's termination or ineligibility for coverage under the Plan in advance of the effective date of the change if possible, but in no event no later than three (3) months following the requested date of coverage termination. No requested coverage termination shall be effective any earlier than three (3) months prior to the date Wellmark receives the required notice from Account. If Incurred Claims prior to the date Wellmark is notified of the coverage termination have been paid and are not or cannot be recouped, Account shall be responsible for the Claims Paid prior to the date Wellmark is notified of the coverage termination.
- 2.5 **Medicare Secondary Payer ("MSP").** Federal law mandates coordination of health care benefits in certain instances where a Member is covered under both a group health plan

and Medicare. Proper coordination of benefits in this context depends on obtaining and maintaining accurate and timely information regarding such dual health coverage. Pursuant to contract and applicable law, Wellmark provides information to Centers for Medicare and Medicaid Services (“CMS”) regarding such dual health coverage for Members and Account’s enrollment on a quarterly or more frequent basis.

Account is solely responsible for compliance with MSP laws and other requirements and shall gather and timely provide information to Wellmark regarding Account’s size and status and Employer Identification Number (“EIN”)(s), or concerning the Medicare enrollment of Members, Plan enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information as requested by Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures. Wellmark shall use all such information provided by Account to properly coordinate medical and pharmacy benefits administered by Wellmark or a Wellmark-contracted vendor on behalf of Account with Medicare as required by law. In the event Account does not timely provide such information to Wellmark, Account shall be solely responsible for its non-compliance with MSP laws and other requirements, including, without limitation, any damages, losses, taxes, interest charges, and administrative penalties (including, without limitation, any civil money penalties) that may be assessed or otherwise result in connection therewith (including, without limitation, any claims by Members, providers or other claimants), and mistaken payments to CMS on behalf of Medicare enrolled Members. Wellmark will not coordinate with Medicare with respect to benefits that are administered by a third-party vendor other than Wellmark or a Wellmark-contracted vendor, and Account is solely responsible for coordinating benefits administered by such outside services vendor(s) with Medicare as required by law.

- 2.6 **Stop Loss Insurance Coverage.** Account is solely responsible for the Claims Paid for Members of the Plan. Account may at its option separately purchase stop loss insurance coverage, which shall be reflected in a separate policy. If Account purchases stop loss insurance coverage from a carrier other than Wellmark, Inc., Account shall advise Wellmark of the terms of such coverage and Account shall be solely responsible for all reporting, submission of claims, payment of premiums, and any other obligation required by its stop loss policy with the other carrier. If Account purchases stop loss insurance coverage from a carrier other than Wellmark, Inc., Account is also solely responsible for ensuring that such stop loss coverage is consistent with Account’s benefits documents and Wellmark’s administration thereof. Upon request Wellmark will provide Account with standard stop loss reports necessary for Account to file stop loss insurance claims with its stop loss carrier.
- 2.7 **Outside Services Vendor(s) to the Plan.** If Account arranges for health plan administration services for the Plan from vendor(s) other than Wellmark or a Wellmark-contracted vendor, such as, for example, pharmacy benefits management services or telehealth management services, Account shall be responsible for compliance with laws, the accuracy and submission of reports, claims data reporting, payments, and for any other obligation required by its vendor agreements. If Account requires its vendor to submit claims for Covered Services to Wellmark, such vendor shall also enter into an agreement with Wellmark that requires vendor to comply with Wellmark’s claims procedures. If Account or the Plan requires coordination or health plan accumulations between its third party vendor’s administration and the health plan administration provided by Wellmark, Account shall be responsible for providing Wellmark with all enrollment information and

claims or payment data reasonably necessary for Wellmark to provide Administrative Services under this Agreement.

ARTICLE 3 WELLMARK'S RESPONSIBILITIES

- 3.1 **Determination of Claims; Administrative Services.** During the Term of this Agreement and subject to Account's payment to Wellmark, when due, of the charges for Claims Paid and other fees specified in this Agreement, Wellmark shall provide Administrative Services as specified in this section as follows:
- a. Wellmark shall provide Account with a written draft of Benefits Document(s) with the plan design and Member eligibility criteria information determined by Account and communicated to Wellmark, for Account's review and approval as required by Section 2.1(e), setting forth the benefits, terms and conditions of the Plan;
 - b. Wellmark shall provide access to a network(s) of health care providers and shall make information about the network and network providers available to Members;
 - c. Wellmark shall prepare, print, and deliver identification cards to Plan Members;
 - d. Wellmark will perform its Administrative Services specified in this Agreement in compliance with applicable laws, including, but not limited to, compliance with retention of records, and compliance with applicable provisions on non-discrimination in health plan administration;
 - e. Wellmark shall make available to Account forms of ACA or HIPAA required notices, including the summary of benefits and coverage ("**SBC**") and applicable HIPAA notices relating to health coverage portability such as the Special Enrollment Notice. Wellmark shall make available the uniform glossary of insurance-related terms;
 - f. Subject to Section 6.1(c), Wellmark shall administer benefits and process Incurred Claims for health care services furnished Members in accordance with the terms, limitations and conditions set forth in the Plan, the Benefits Document(s), this Agreement, applicable laws and regulations, the terms of the applicable provider agreements, and the claims administration and medical policies of Wellmark, all of which may be revised from time to time. Processing of claims may include payment by Wellmark on behalf of Account; reporting of benefits to providers or Members, coordination of benefits, participation in the negotiation and Independent Dispute Resolution process under the federal No Surprises Act on behalf of Account and in consultation with Account where Wellmark recommends a higher offer amount on a claim in IDR than the initial payment amount, and may include monitoring, detection, investigation, and recovery (including recovery based on extrapolation of claims) of potentially wasteful, abusive or fraudulent Incurred Claims submitted by providers or Members. Processing of claims may require, from time to time, and as Wellmark determines is necessary and appropriate, the adjustment of previously paid or denied claims resulting in either recovery of Claims Paid or additional payment of benefits. Adjustments to processed claims are generally not initiated by Wellmark more than eighteen (18) months after the Incurred Claim was first processed. If a Claim Paid adjustment results in a recovery of a prior payment,

Wellmark shall credit Account for such adjustments to the extent of the amount recovered. Notwithstanding the preceding three sentences and except as provided in Sections 2.3 and 2.4 of this Agreement, Wellmark shall not be required to reprocess claims as a result of any changes made to information relating to a Member or the Member's benefits unless (i) in addition to submitting changes to Wellmark, Account expressly requests in writing that Wellmark reprocess specific Member claims; and (ii) such reprocessing does not extend beyond eighteen (18) months prior to the date Wellmark receives Account's request;

- g. Wellmark shall maintain a single-level internal appeal procedure for Members to appeal adverse benefit determinations in accordance with the requirements of the Plan and applicable law. Wellmark shall also maintain a procedure for processing external review requests of final internal adverse benefit determinations with appropriate independent review organizations (“IROs”), pursuant to the requirements of the Plan and applicable law. All fees and costs for external review billed by IROs will be billed to Account in the amounts billed by the IRO; and
 - h. To the extent that Account has delegated discretionary authority to Wellmark, Wellmark shall exercise its discretion to make determinations in connection with the administration of this Agreement and the Plan including, without limitation, determinations regarding whether health care services are medically necessary in accordance with Plan terms or whether charges for health care services are reasonable. Wellmark shall make determinations that are not arbitrary or capricious and such determinations shall be final and conclusive to the extent permitted by this Agreement, the terms of the Benefits Document, any direction given by Account, and by law.
- 3.2 **Health Services.** Wellmark may, at its sole discretion, offer or arrange for various proprietary Health Services to be available to Members or purchased by Account for its Members. Such services that may be offered include those services, if any, specifically selected or purchased by Account for a fee as shown on Exhibit “A” attached to this Agreement. Health Services and their content are proprietary to Wellmark or its vendors, and may not be duplicated, modified or used for the benefit of any third party. Account does not have any right, title or interest in or to the Health Services or the intellectual property underlying such Health Services. Wellmark reserves the right to change, replace, or discontinue Health Services from time to time without notice or amendment of this Agreement.
- 3.3 **Value-Added Services; Identity Protection.** Wellmark, at its sole discretion, may offer or arrange for value-added services or benefits for Account and its Members, including, for example, Member Identity Protection services from a third-party vendor. Identity Protection services are offered at no additional charge to Account or Members. Account may at its option accept or reject Identity Protection services for its Members.
- 3.4 **IRS Form 1095-C Reporting.** At the written request of Account, Wellmark will provide certain coverage information for purposes of Account’s Form 1095-C reporting to the Internal Revenue Service. Wellmark does not guarantee the accuracy or completeness of the information provided, and expressly disclaims any liability for any penalties or costs that may be incurred due to alleged or actual inaccuracy or incompleteness, including but not limited to information reporting or other penalties that may be imposed if such information is relied upon or used in conjunction with any tax or other regulatory filing.

Wellmark does not provide federal or state legal or tax advice, and does not prepare or otherwise assist in preparing, in any way, any federal or state tax returns or reports on behalf of its customers, including but not limited to IRS Form 1095-C. Account assumes all liability in connection with the preparation of such documents and has the responsibility to consult with its own legal or tax advisors for information or assistance.

- 3.5 **Third Party Liability Recovery Services.** Wellmark shall provide Account with subrogation and third-party liability recovery services for Claims Paid while this Agreement is in force, and for a period of twelve (12) months following termination of the Agreement. Wellmark has no obligation to initiate subrogation or third-party liability recovery services after the twelve (12) month run-out period described in Section 8.6. Following such run-out period, Wellmark will forward any open recovery file information to Account upon request, if Account has not purchased stop loss insurance coverage applicable to the Claims Paid from Wellmark, Inc.

The nature and extent of efforts to pursue subrogation and third-party liability recovery are within the sole discretion of Wellmark. Such recovery services may include all steps necessary to recover Claims Paid that may be found to be the liability of a third party or other insurance carrier. The Account shall be responsible for all fees or costs, including the fees and costs of any third party utilized by Wellmark to perform third-party liability recovery services, incurred in the recovery process, with those costs and fees first paid from any funds recovered and the net amount only credited to Account's Claims Paid amounts. The fees for Wellmark's primary vendor providing third-party liability recovery services are described on Exhibit "A" to this Agreement. Account acknowledges that its stop loss carrier, if applicable, has priority of any recovery in the event the Claims Paid exceed the stop loss attachment or deductible level and there is insufficient recovery to reimburse the stop loss carrier and Account in full. Account shall accept any such recoveries as negotiated by Wellmark as payment in full and the determination of the recovery amount is within the sole discretion of Wellmark.

In the event retention of counsel is necessary to pursue recovery, Account shall be responsible for all attorney's fees. Wellmark has sole discretion with regard to the choice of counsel to pursue third-party liability recovery. Wellmark may choose to allow a Member's counsel to represent the Account's recovery interest. However, if the fee charged for collection of the recovery interest by legal counsel retained by the Member exceeds the prevalent fees for such services, Wellmark shall not authorize pursuit or settlement of the claim by said Member's attorney or payment of that attorney's fee without Account's written authorization. Further, if in the opinion of Wellmark, recovery of funds shall not offset the costs associated with such recovery, or recovery of the funds is not otherwise practicable, Wellmark shall inform the Account in writing of its opinion. Thereafter, unless the Account directs otherwise, Wellmark shall not further pursue the claim. In the event Account directs Wellmark to pursue Account's interest notwithstanding Wellmark's notice to Account of its opinion that the recovery shall not offset the involved costs, Account shall be responsible for all attorney's fees and costs incurred by Wellmark to pursue recovery, including the reasonable cost of Wellmark's staff time as determined by Wellmark.

Wellmark does not guarantee the recovery of funds and nothing in this section or Agreement obligates Wellmark to participate in or initiate any third-party liability recovery efforts or litigation to recover Claims Paid.

- 3.6 **Discretionary Authority.** Wellmark is delegated the authority to determine claims for benefits and to determine internal appeals of adverse benefit determinations of Members, provided such determinations are consistent with the terms of the Plan as provided by Account, this Agreement, the applicable Benefits Document, and applicable law, unless otherwise directed in writing by the Account. In making decisions regarding claims for benefits and appeals of denied claims, Wellmark shall have discretionary authority only to the limited extent necessary to construe and interpret the terms of the Plan and to determine whether a claim is properly payable under the Plan. Notwithstanding anything in this Agreement to the contrary, Account shall have full responsibility for Plan design, for making any and all determinations whether an individual has satisfied the Account's requirements to be an eligible Member, and for making any determination regarding an individual's eligibility for continued coverage pursuant to COBRA.

ARTICLE 4 BILLING AND PAYMENT

- 4.1 **Billing; Account's Payment to Wellmark.** Account authorizes Wellmark and Wellmark agrees to process Incurred Claims as received, subject to the limitations, conditions, and exclusions stated in the Benefits Document.

Wellmark shall bill Account for Claims Paid, Network Access Fee, Administrative Fee, and other fees, based on the billing and payment method and fees set forth on Exhibit "A", attached to this Agreement. Any adjustments in fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Network Access Fee, Administrative Fee, and other fees, billed on a per Plan Member or per Member basis, shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change. Wellmark shall provide a bill to Account that shows the amounts due and, if applicable, the amounts of any weekly payments received by Wellmark and other credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization.

If Account elects to authorize automatic funds withdrawal from a deposit account, the automatic withdrawal will change to correspond with the applicable billing, including applicable taxes or fees. Account's authorization for automatic funds withdrawal shall include authorization for automatic withdrawal of any changed amount unless Account calls or provides its bank with written notice not less than three (3) business days before a scheduled withdrawal to stop the payment. If Account calls its bank to stop payment, Account may be required to provide a written request within fourteen (14) days after the call. Account will be responsible for any fee assessed by its bank for stop-payment orders made by Account.

- 4.2 **Late Payments; Interest Charge.** All payments from Account to Wellmark must be paid on time and when due in accordance with Section 4.1. If the Account fails to make payments in full when due, Wellmark may in its discretion do any or all of the following: impose interest or late fees; setoff late payments from other amounts that may be due to Account under the Agreement; stop the payment of all Incurred Claims for Members, regardless of the Incurred Date; require an alternative billing and payment method; or require an alternative financial arrangement. Payments not made when due shall include

an interest charge on the outstanding amount from the due date until payment is made in full at the then current prime rate as published in the Midwest edition of The Wall Street Journal plus two percent (2%) per annum. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Agreement. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.

ARTICLE 5

CONFIDENTIAL INFORMATION; REPORTING; EXAMINATION OF RECORDS

- 5.1 Use and Disclosure of Confidential Information and Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement. If Account desires access to a Member's mental health information, Account shall file an applicable statement with the Iowa Insurance Division or have its employees or agents sign a statement indicating awareness that Members' mental health information shall not be used or disclosed, except in accordance with the provisions of Iowa Code Section 228.7. If Account utilizes third-party vendors to provide any administrative services to the Plan and directs Wellmark to provide or exchange any Confidential Information or PHI with such vendors, Account agrees to the following additional provisions: (a) Account represents it has the legally required business associate and data security agreements in place with such third-party vendors, and (b) Account agrees that third party must enter into a confidentiality and data use agreement with Wellmark, which identifies the purpose for which the Wellmark Confidential Information is disclosed, limits the use and disclosure of that data to the specific purpose stated in the data use agreement, and requires third party to return or remove the Wellmark Confidential Information from third-party's systems or database when Account's relationship with Wellmark terminates or when Account's relationship with third-party vendor terminates.
- 5.2 Non-Disclosure of Confidential Information.**
- a. Subject to the terms of the Business Associate Agreement and Section 5.1 and as permitted by applicable law, the Receiving Party will: (i) not disclose Confidential Information to any third party that is not an agent, consultant or business associate to Receiving Party without the written authorization of the Disclosing Party; (ii) restrict disclosure of Confidential Information only to those employees, agents or consultants who have a need to know the Confidential Information for purposes related to this Agreement or the administration of the Plan and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; and (iv) without unreasonable delay and in accordance with applicable law notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement.
 - b. If the Receiving Party is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, for a purpose other than

contemplated in this Agreement, the Receiving Party will give to the Disclosing Party prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the Receiving Party determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

- c. All Confidential Information remains the property of the Disclosing Party and will not be copied or reproduced without the express written permission of the Disclosing Party, except for copies that are necessary to fulfill the confidentiality obligations contained in this Agreement, to render the services under this Agreement, or as otherwise allowed under the Business Associate Agreement or applicable law. A party may retain Confidential Information when obligated to do so as a matter of law, and may also retain any Protected Health Information as set forth in the Business Associate Agreement.
- d. Wellmark Confidential Information that is released by Wellmark to Account or to a third-party at Account's request may only be used strictly for the purpose of claims administration or Account Servicing, which is defined as Account-specific reporting and analytics, benchmarking, development of benefit designs, Wellmark performance/experience, pre-sales/retention, and audits. Account, and/or third party, as recipients of Wellmark Confidential Information, are prohibited from reselling Wellmark Confidential Information. To the extent Wellmark Confidential Information is disclosed in an aggregated format to Account and/or its third party, Account and third party are prohibited from de-aggregating the data to identify Wellmark, the Account and/or individual Members. Wellmark Confidential Information disclosed to Account and/or third party shall be limited to the minimum necessary information to fulfill the purpose for which it is being disclosed. Wellmark Confidential Information shall not be comingled by Account or third party with data from other sources. Wellmark may audit the Account or third party to ensure compliance with the limitations on data use and disclosure that are set forth in this section. Account or third party shall return or securely destroy the Wellmark Confidential Information it receives upon conclusion of the purpose for which it was disclosed.

5.3 **Wellmark's Right to Use Confidential Information.** Wellmark shall have the right to de-identify or remove direct identifiers from the Confidential Information so that it no longer constitutes Protected Health Information, and so that such Confidential Information is no longer identifiable with respect to Account, and to aggregate such de-identified Confidential Information for any purpose whatsoever; provided that such use is in accordance with all applicable laws, including but not limited to HIPAA. Such Confidential Information, after it is de-identified or limited pursuant to HIPAA, shall no longer be subject to Section 5.2 and shall thereafter be Wellmark's property.

5.4 **Right to Examine Records; Audit.** Wellmark or its authorized representative may at its own expense examine or audit the financial, enrollment, eligibility, and claims records of Account reasonably related to the administration of this Agreement, as reasonably often as Wellmark deems appropriate, to reconcile eligibility and enrollment information and records, to determine whether Account can make the payments required by this Agreement, or to determine payment of benefits under the Plan. Such examination if at

Account's location, shall be conducted during regular business hours, upon reasonable advance written notice. The examination period will be limited to information relating to the most recent twenty-four (24) months only, if applicable. Upon completion of the examination, Wellmark shall share its examination findings with Account and conduct an exit conference with Account. Any third party conducting such audit on Wellmark's behalf must agree in writing to be bound by the terms and conditions of the Business Associate Agreement between Account and Wellmark.

Account's third-party authorized representative or auditor may, at Account's own expense, examine Wellmark's records reasonably and necessarily related to Wellmark's discharge of its responsibilities under this Agreement no more frequently than once annually. Account shall provide Wellmark with written authorization specifying the Account or Plan information that Wellmark may disclose to the auditor and Account represents that it will have entered into a business associate agreement with its auditor prior to the date of requesting disclosure of Confidential Information. The auditor must be acceptable to Wellmark, must not compete directly or indirectly with Wellmark, and must execute a non-disclosure agreement with Wellmark prior to receiving any Protected Health Information or Wellmark Confidential Information. Such examination shall be conducted during regular business hours, upon advance written notice reasonable under the circumstances and shall include the following Wellmark records: claims records (but not including individually identifiable sensitive diagnosis information unless Account specifically authorizes such disclosure), third-party explanations of health care benefits, enrollment records, and coordination of benefits procedures. Any other audit or examination request must be coordinated with Wellmark. The examination period will be limited to information relating to the most recent twenty-four (24) months only, notwithstanding the period for claim adjustments as may be specified in Section 3.1. Upon completion of the examination, Account shall share its examination findings with Wellmark and conduct an exit conference with Wellmark. Audits conducted by auditors or consultants compensated on a contingency fee basis are not permitted by Wellmark as such compensation arrangements are not consistent with professional auditing standards. Such standards consider these compensation arrangements to impair the auditor's or consultant's independence and objectivity. Audit scope, methodology, and procedure under this Agreement will conform to generally accepted professional auditing standards, including statistically valid random sample (as applicable) or other acceptable audit technique as reasonably agreed to by Wellmark.

- 5.5 **Website Access and Reporting.** Wellmark may provide Account while this Agreement is in force with secured access to Wellmark's website, web-based applications, or other electronic databases with respect to the Plan and Members for the purpose of Plan administration and health care operations, reporting, billing, or for self-service. Web-based applications or databases with Member and Plan specific Confidential Information may be hosted or supported by third parties on Wellmark's behalf. If Account or a third party acting on Account's behalf accesses such websites or information, Account is subject to and agrees to all of the terms and conditions, including the confidentiality requirements of this Agreement, and security restrictions and user requirements as established by Wellmark with respect to such access, as such terms are set forth in a data use agreement and in the applicable Terms and Conditions posted at Wellmark's website (Wellmark.com).
- 5.6 **Survival.** Any obligations of either party to the other under this Article of the Agreement survive any termination of this Agreement.

**ARTICLE 6
PROVIDER PAYMENT ARRANGEMENTS; LAWSUIT RECOVERIES; VALUE-BASED
PROGRAMS; DISCLOSURE OF COMPENSATION**

- 6.1 **Provider Payment Arrangements.** Wellmark will be responsible for negotiating and entering into separate payment arrangements with health care providers. Such provider payment arrangements and agreements shall apply to services by such providers for all Members entitled to benefits under plans insured or administered by Wellmark, including Members under this Plan.

Wellmark shall determine, in its sole discretion, the payment arrangements with health care providers including, without limitation, the Maximum Allowable Fees for Incurred Claims. Without limiting the foregoing, Wellmark may compensate providers pursuant to a variety of payment arrangements, including the following:

- a. Fee for service arrangements, including, without limitation, per diem and percent of charge arrangements;
 - b. Fixed fee or other payment methodology that is based on pre-determined criteria; or
 - c. Episode of care arrangements under which payment is based on a pre-established rate for a health care encounter, including, without limitation, a hospital stay or outpatient visit. In the event such an arrangement is utilized, consistent with the methodology established by Wellmark for such arrangement, Wellmark is not required to impose cost share responsibility on Members for each Covered Service Members receive. An episode of care arrangement payment may cover both Covered Services and non-Covered Services that are incidental to the Covered Services.
- 6.2 **Network Savings Allocations.** Any Network Savings amounts allocated to the Account shall be reflected in the amount of Claims Paid. Based on Wellmark's payment arrangements with health care providers, and in accordance with Section 6.1, the amount paid on an individual claim may be more or less than the Covered Charge minus any applicable Amounts Not Covered, deductible, copayment, and coinsurance amounts. If the amount paid to a provider on any claim exceeds the Covered Charge, the Network Savings is reflected as a negative dollar amount. Any Network Savings amounts allocated to Plan Members shall be reflected in the calculation of coinsurance, where applicable. The calculation of coinsurance depends on the type and location of the services provided and the contracting status of the health care provider. The calculation of coinsurance is further described in the applicable Benefits Document.
- 6.3 **Non-Contracting or Non-Network Providers.** If the applicable Benefits Document provides benefits for Covered Services rendered by health care providers that have not contracted with Wellmark or another Blue Cross and Blue Shield Plan ("**Non-Contracting Providers**"), Members may be liable to Non-Contracting Providers for any difference between the Covered Charges and the Maximum Allowable Fee and Members are responsible for paying the provider in full, except to the extent prohibited by applicable law, including the federal No Surprises Act.

- 6.4 **Lawsuit Recoveries.** From time to time, Wellmark, Account, or Plan may receive notice of a pending or potential lawsuit being pursued by another entity (including, without limitation, a class action lawsuit) that seeks recovery of health care claims expenses on behalf of one or more group health plans or payers and that may include Wellmark, Account, or the Plan as a potential party or potential class member (a “**Lawsuit**”). Wellmark shall not participate in such a Lawsuit on behalf of Account or the Plan unless Wellmark and Account enter into a separate written agreement relating to participation, recovery, and expenses in such Lawsuit. Wellmark has no duty to notify Account or Plan of Wellmark’s receipt of any notices in connection with any Lawsuit and each party is free to make its own determination whether to initiate or participate in any Lawsuit on its own behalf.
- 6.5 **Value-Based Programs.** Wellmark or Host Blues may enter into collaborative arrangements with Value-Based Programs under which the health care organizations participating in such programs are eligible for financial incentives relating to quality and cost-effective care of Wellmark members. Identifiable Data regarding Account’s Members may be included in information Wellmark or Host Blues provide to Value-Based Programs and used by the Value-Based Program and its providers. Regardless whether Account elects to participate in the Value-Based Program, known as Total Care, Account’s Members may access Covered Services from providers that participate in a Host Blue’s Value-Based Program as described in Section 9.3, Special Cases: Value-Based Programs. If Account has elected to participate in the Value-Based Program, a separate **Value-Based Program Exhibit** is attached to this Agreement and incorporated by this reference.
- 6.6 **Disclosure of Compensation.** Wellmark shall comply with Department of Labor requirements regarding the disclosure of compensation received from all sources in connection with this Agreement.

ARTICLE 7 LIABILITY OF THE PARTIES

- 7.1 **Account’s Responsibility for Claims Paid.** Account is solely responsible for all Claims Paid for its Members, including, without limitation, an individual added or deleted as a result of a retroactive eligibility change, or any Claims Paid at Account’s direction to Wellmark to make payment regardless of Plan limitations or exclusions. Wellmark provides Administrative Services and network access only and does not assume any financial risk or obligation with respect to claims, including, without limitation, any Claims Paid. Wellmark has no obligation to pay Incurred Claims if Account fails to pay or reimburse Wellmark timely in accordance with the terms of this Agreement.
- 7.2 **No Duty to Defend.** Wellmark shall have no duty or obligation to defend against any action or proceeding brought against Account or the Plan to recover a claim for benefits. Wellmark shall, however, make available to Account and its counsel, such evidence relevant to such action or proceeding as Wellmark may have as a result of its administration of the contested benefit determination.
- 7.3 **Account’s Liability.** Except as otherwise explicitly provided in this Agreement, Account shall accept the tender of defense and have the liability for all Plan benefit claims and all expenses incident to the Plan, and agrees to release, hold harmless, and indemnify Wellmark and its employees, officers, and directors against any and all amounts,

expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Wellmark may become liable:

- a. due to any state premium tax, use tax, or similar tax, or any similar benefit or plan-related charge, surcharge or assessment, federal tax, excise tax, or fee imposed on group health plans or plan sponsors under ACA, however denominated, including any penalties and interest payable with respect thereto, assessed against Wellmark on the basis of and/or measured by the amount of Plan benefits administered by Wellmark pursuant to this Agreement;
- b. due to any action or proceeding brought by a Member or a third party to recover benefits under the Plan;
- c. due to any action or proceeding brought by a Member or a third party alleging Wellmark provided significant assistance to Account to aid or perpetuate any discrimination activity;
- d. due to a release of Confidential Information to Account, the Plan, or a third party at Account's direction or arising out of any alleged improper use of Confidential Information by Account or such third party;
- e. due to Account's failure to timely provide requested information to Wellmark for inclusion on the Confirmation of MSP form submissions and other disclosures that relate to Account's size and status, EIN(s), the Medicare enrollment of Members, Account enrollment, and related information (including, without limitation, Member Social Security numbers), or such other information requested by Wellmark resulting in processing of claims not in compliance with MSP laws and other requirements in accordance with Section 2.5;
- f. due to Account's failure to comply with applicable law relating to issuing or failing to issue the required notices in accordance with Section 2.1(d);
- g. due to Account's failure or delay in providing accurate reports, data, and information regarding eligibility, enrollment, and Social Security numbers for each Member, benefit selection, limitations, exclusions, or benefit changes for the Plan, claims history, and other information necessary for Wellmark to administer the terms, coordination of benefits, limitations, and exclusions contained in the Plan;
- h. due to the Account's or its employees' or agents' negligence or material breach of their obligations under this Agreement, except to the extent that any such losses are caused by the negligence or willful misconduct of Wellmark;
- i. arising from any other acts or omissions of Account that constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Account to perform its obligations under this Agreement in accordance with the provisions of this Agreement; or
- j. due to or arising out of Wellmark's adherence with any direction from Account or decision made by Account with regard to the Plan design, benefits, or eligibility

provisions in the Benefits Document, or the Administrative Services provided under this Agreement.

7.4 **Selection of Counsel.** In the event litigation is instituted by a Member or third party against the Account and/or Wellmark concerning any matter under the Plan, including a suit for Plan benefits, each party to this Agreement shall, to the extent possible, advise the other of the legal action, and shall have sole authority to select legal counsel of its choice.

7.5 **Wellmark's Liability.** In performing its obligations under this Agreement, Wellmark shall use reasonable diligence and that degree of skill and judgment possessed by one experienced in furnishing claim administration services to group health plans of similar size and characteristics as the Plan. Wellmark agrees to release, hold harmless, and indemnify Account and its employees, officers, and directors against any and all amounts, expenses, losses, liability, claims, lawsuits, injuries, damages, taxes, interest charges, administrative penalties, and other costs or obligations, including reasonable attorneys' fees and court costs, for which Account may become liable:

- a. arising from any acts or omission of Wellmark which constitute a material breach of an obligation hereunder or which, in the aggregate, constitute a failure on the part of Wellmark to perform its obligations under this Agreement in accordance with the provisions of this Agreement; and
- b. arising from any allegation of a breach of confidentiality arising out of the release of Confidential Information to Wellmark or a third party at Wellmark's direction or arising out of any improper use of Confidential Information by Wellmark or such third party.

7.6 **Disclaimer of Warranties; Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES WELLMARK PROVIDES OR ARRANGES TO PROVIDE UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOSS OF DATA OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

THE HEALTH SERVICES ARE EDUCATIONAL AND INFORMATIONAL TOOLS ONLY AND DO NOT CONSTITUTE CLINICAL SERVICES. HEALTH INFORMATION PROVIDED BY WELLMARK OR VENDORS OR THEIR AFFILIATES IS BASED ON MEDICAL LITERATURE. HOWEVER, USE OF SUCH INFORMATION IS NOT INTENDED TO REPLACE PROFESSIONAL MEDICAL ADVICE AND CARE FROM A HEALTH CARE PROFESSIONAL. THE HEALTH INFORMATION IS INTENDED TO HELP PEOPLE MAKE BETTER HEALTH CARE DECISIONS AND TAKE GREATER RESPONSIBILITY FOR THEIR OWN HEALTH, BUT MAY NOT RESULT IN ACTUAL ACHIEVEMENT OF THESE GOALS. ACCOUNT EXPRESSLY ACKNOWLEDGES AND AGREES THAT WELLMARK IS NOT RESPONSIBLE FOR THE RESULTS OF ITS

MEMBERS' USE OF SUCH INFORMATION INCLUDING, BUT NOT LIMITED TO, MEMBERS CHOOSING TO SEEK OR NOT TO SEEK PROFESSIONAL MEDICAL CARE, OR MEMBERS CHOOSING OR NOT CHOOSING SPECIFIC TREATMENT. WELLMARK DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE HEALTH SERVICES, THEIR ABILITY TO REDUCE COSTS, OR IMPROVE OUTCOMES.

- 7.7 **Grandfathered Health Plan Disclaimer.** Account has the sole obligation to determine the status of its Plan as either a Grandfathered Health Plan or a Non-Grandfathered Health Plan and has advised that its Plan is Non-Grandfathered.
- 7.8 **No Nondiscrimination Testing for Health Plans.** Wellmark will not determine whether coverage is discriminatory or otherwise in violation of nondiscrimination requirements of the ACA, Internal Revenue Code Section 105(h), or other applicable state or federal law. Wellmark also will not provide any testing for compliance with the ACA, Internal Revenue Code Section 105(h) nondiscrimination requirements, or other applicable state or federal law and will not be held liable for any penalties or other losses resulting from Account offering coverage in violation of any such provision. Notwithstanding the foregoing, Wellmark performs federal Mental Health Parity and Addiction Equity Act (MHPAEA) financial requirement testing (“substantially all” test / “predominant” test) for group health plans, unless Account has notified Wellmark in writing of its opt out of such testing.
- 7.9 **Survival.** The indemnities set forth in this Article, including any liability of either party to the other for indemnification, shall survive the termination of this Agreement.

ARTICLE 8 TERM AND TERMINATION

- 8.1 **Term of Agreement.** This Agreement shall become effective on the Effective Date and shall continue in force for the Rating Period (the “Term”). Certain guarantees and programs as more fully described in the Exhibits to this Agreement may be modified or terminated on an earlier date as specified in the applicable Exhibit without termination of the entire Agreement.
- 8.2 **Renewal Terms.** Upon expiration of the Term, this Agreement shall continue in force from year to year upon Wellmark’s receipt of written documentation of Account’s renewal in advance of the termination date, until replaced by a subsequently executed Agreement, or as amended or terminated as provided in this Agreement. Wellmark shall have the right to change any of the Administrative Fees or other fees for any Rating Period or any renewal term upon not less than thirty (30) days advance written notice. Any such changes shall be reflected on a revised or new Exhibit “A” issued by Wellmark, to be attached to this Agreement and incorporated by this reference.
- 8.3 **Termination Notice.** Either party may terminate this Agreement at any time by giving written notice of termination delivered to the other party at least thirty (30) days in advance of the effective date of termination. If Wellmark has not received Account’s documented intent to renew at least ten (10) business days prior to the end of the Term, the Agreement may not be renewed.

- 8.4 **Termination for Nonpayment.** Wellmark may terminate this Agreement at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Agreement or Wellmark determines that Account has inadequate funds to make payments required by this Agreement and, in either case, Account fails to cure such non-payments or cure the inadequacy of funds within the ten (10) day notice period. Account is solely responsible for notifying its Plan Members of the termination of this Agreement for nonpayment or for any other reason. Wellmark, in its sole discretion, may permit Account to reinstate this Agreement upon payment of a reinstatement fee and all other outstanding amounts due.
- 8.5 **Effects of Termination for Nonpayment.** If Wellmark terminates this Agreement for nonpayment, Wellmark shall not pay on behalf of Account any Incurred Claims beyond the effective date of the termination and Wellmark reserves all rights to recoup any Paid Claims for which Account has not paid Wellmark, regardless of when services were received.
- 8.6 **Claims Administration Following Termination.** If, following termination of this Agreement for reasons other than Account's nonpayment, and either Claims Paid are adjusted to revise a payment amount, or Incurred Claims with Incurred Dates prior to the date of termination are submitted to Wellmark in the period specified in the Benefits Document for timely filing of claims, Wellmark shall pay these claims on behalf of Account in accordance with this Agreement and submit bills to Account for the payment of Claims Paid for a period of twelve (12) months following termination. Any credits due to Account for recoveries, e.g., Claims Paid adjustments or recoveries other than third party liability recoveries, shall be applied during this same twelve (12) month period. The bills shall include a Network Access Fee amount when Account makes retroactive changes to add a Plan Member to coverage during the Rating Period. Account shall pay all bills in accordance with the time and procedures set forth in Section 4.1 and in Exhibit "A". Wellmark shall not, on behalf of Account, pay Incurred Claims with dates of service following the date of termination. Unless Account and Wellmark otherwise agree in writing, Wellmark shall not continue any other services for Account after the effective date of termination.
- 8.7 **Availability of Records.** Upon written request by the Account, Wellmark will make available to any successor benefit services administrator, designated by the Account, standard reports and materials in its possession at the time of termination that are reasonably necessary to continue the administration of the Plan. Wellmark shall provide such materials in its standard format and Account shall pay a reasonable fee for such services.
- 8.8 **Survival.** Any liability of either party to the other for amounts owed or owing under this Agreement, unless such amounts are de minimus, shall not be extinguished by the termination of this Agreement.

ARTICLE 9

BLUE CROSS AND BLUE SHIELD DISCLOSURES AND INTER-PLAN ARRANGEMENTS

- 9.1 **Blue Cross and Blue Shield Disclosure Statement.** Account on behalf of itself and its Members, hereby expressly acknowledges its understanding this Agreement constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of

independent Blue Cross and Blue Shield Plans (the "**Association**"), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account on behalf of itself and its Members, further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark's obligations to Account created under this Agreement. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Agreement.

9.2 **Account Locations or Members Outside of Iowa.** Account understands and agrees that Wellmark defines a National Account as a company headquartered and located in Iowa that also has employees in other states whose claims are processed through Inter-Plan Arrangements. If Account is headquartered in Iowa, any employees or persons associated with Account are eligible for coverage under the Account's Plan, including those employed or working at Account locations outside Iowa. If Account is not headquartered in Iowa, only those employees or individuals associated with the Iowa business locations are eligible for coverage under the Account's Plan, and coverage will be void for any persons associated with Account locations outside of Iowa. Eligibility of persons located outside of Iowa, or associated with Account locations outside of Iowa, is subject to applicable law and Association guidelines.

9.3 **Out-of-Area Services.** Wellmark has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "**Inter-Plan Arrangements**." These Inter-Plan Arrangements operate under rules and procedures issued by the Association. Whenever Members access health care services outside the geographic area Wellmark serves, the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Wellmark serves, Members obtain care from health care providers that have a contractual agreement ("**participating providers**") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("**Host Blue**"). In some instances, Members may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement ("**nonparticipating providers**") with the Host Blue. Wellmark remains responsible for fulfilling its contractual obligations to Account and Wellmark's payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements.

- a. **BlueCard® Program.** The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating providers. The financial terms of the BlueCard® Program are described generally below.
 - i. **Member Liability Calculation Method Per Claim.** Unless subject to a fixed dollar copayment, the calculation of the Member liability on claims for Covered Services processed through the BlueCard® Program will be based on the lower of the participating provider's billed charges for Covered

Services or the negotiated price made available to Wellmark by the Host Blue.

- ii. **Account Liability Calculation Method Per Claim.** The calculation of Account's liability on claims for Covered Services processed through the BlueCard® Program will be based on the negotiated price made available to Wellmark by the Host Blue under the contract between the Host Blue and the provider. Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating provider(s) for specific health care services. In cases where negotiated price exceeds the billed charge, Account may be liable for the excess amount even when the Member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.
- iii. **Claims Pricing.** Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to Wellmark by the Host Blue may be represented by one of the following:
- a) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
 - b) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
 - c) An average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

The Host Blue determines whether it will use an actual, estimated, or average price. The use of estimated or average pricing may result in a difference (positive or negative), between the price Account pays on a specific claim and the actual amount the Host Blue pays to the provider. However, the BlueCard® Program requires that the amount paid by the Member and Account is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee. If applicable, Wellmark will disclose any such surcharge, tax or other fee to Account, which will be Account's liability.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and incorporated into future claim prices. As a result, the amounts charged to Account will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Account. If Account terminates, Account will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

- iv. **BlueCard® Program Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under the BlueCard® Program to pay to the Host Blues, to the Association, and/or to vendors of BlueCard® Program-related services. The specific BlueCard® Program fees and compensation that are charged to Account, if any, are set forth in **Exhibit "A"**. BlueCard® Program Fees and compensation may be revised from time to time as described in subsection f below. All BlueCard® Program-related fees, including any Access Fees paid to Host Blues, and Administrative Expense Allowance ("**AEA**") Fees, are included in Wellmark's general Administrative Fee as set forth in Exhibit "A". Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account.

- b. **Special Cases: Value-Based Programs.** Account's Members may access Covered Services from providers that participate in Wellmark's or a Host Blue's Value-Based Program. Value-Based Programs may be delivered through the BlueCard® Program. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes, and Shared Savings arrangements.
 - i. **Value-Based Programs under Wellmark and/or the BlueCard® Program; Program Administration.** Under Value-Based Programs, Wellmark or a Host Blue may pay providers for reaching agreed-upon cost/quality goals in the following ways: retrospective settlements, Provider Incentives, share of target savings, Care Coordinator Fees and/or other

allowed amounts. The Host Blue may pass these provider payments to Wellmark, which Wellmark will pass directly on to Account as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- a) **Actual Pricing:** The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Account via an enhanced provider fee schedule.
- b) **Supplemental Factor:** The charge to accounts for non-attributed Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- c) **Per Member Per Month (“PMPM”)** billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. Wellmark will pass these Host Blue charges (and any Wellmark Value-Based Program charges) directly through to Account as a separately identified amount on Account’s bill.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard® claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the programs or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Wellmark and/or Host Blues will take one of the following actions:

- a) Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- b) Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

Wellmark and the Host Blue will not receive compensation resulting from how estimated, average, or PMPM price methods, described above, are calculated. If Account terminates, Account will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest. Host Blues may retain interest earned, if any, on funds held in variance accounts.

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

- ii. **Care Coordinator Fees.** Host Blues may also bill Wellmark for Care Coordinator Fees for provider services which Wellmark will pass on to Account as follows:
 - a) PMPM billings; or
 - b) Individual claim billings through applicable care coordination codes from the most current edition of either Current Procedural Terminology (“**CPT**”) published by the American Medical Association (“**AMA**”) or Healthcare Common Procedure Coding System (“**HCPCS**”) published by the Centers for Medicare and Medicaid Services (“**CMS**”).

As part of this Agreement, Wellmark and Account will not impose Member cost sharing for Care Coordinator Fees.

- c. **Return of Overpayments.** Recoveries of overpayments from a Host Blue or its participating providers can arise in several ways including, but not limited to, anti-fraud and abuse recoveries, health care provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. Recoveries will be applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Wellmark they will be credited to Account. In some cases, the Host Blue will engage a third party

to assist in identification or collection of overpayments. The fees of such a third party may be charged to Account as a percentage of the recovery of its claims.

d. **Nonparticipating Providers Outside Wellmark's Service Area.**

i. **Member Liability Calculation.**

a) **In General.** When Covered Services are provided outside of Wellmark's service area by nonparticipating providers, the amount(s) a Member pays for such services will be based on either the Host Blue's nonparticipating provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b) **Exceptions.** In some exception cases, Wellmark may pay claims from nonparticipating providers for Covered Services outside of Wellmark's service area based on the provider's billed charge. This may occur in situations where a Member did not have reasonable access to a participating provider, as determined by Wellmark or by applicable law. In other exception cases, Wellmark may pay such claims based on the payment Wellmark would make if Wellmark were paying a nonparticipating provider for the same Covered Services inside of Wellmark's service area. This may occur where the Host Blue's corresponding payment would be more than Wellmark's in-service area nonparticipating provider payment. Wellmark may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the Member may be responsible for the difference between the amount that the nonparticipating provider bills and the payment Wellmark will make for the Covered Services as set forth in this paragraph.

ii. **Fees and Compensation.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account, if any, are set forth in Exhibit "A".

e. **Blue Cross Blue Shield Global® Core.**

i. **General Information.** If Members are outside the United States, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands (hereinafter: "**BlueCard® service area**"), they may be able to take advantage of the Blue Cross Blue Shield Global® Core when accessing Covered Services. The Blue Cross Blue Shield Global® Core is not served by a Host Blue.

Inpatient Services. In most cases, if Members contact the Blue Cross Blue Shield Global® Core Service Center for assistance, hospitals will not require Members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit Member claims to the Blue Cross Blue Shield Global® Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services. **Members must contact Wellmark to obtain precertification for non-emergency inpatient services.**

- ii. **Blue Cross Blue Shield Global® Core Related Fees.** Account understands and agrees to reimburse Wellmark for certain fees and compensation which Wellmark is obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association, and/or to vendors of Inter-Plan Arrangement-related services. The specific fees charged to Account under Blue Cross Blue Shield Global® Core, if any, are set forth in Exhibit “A”.

- f. **Modifications or Changes to Inter-Plan Arrangement Fees or Compensation.** Modifications or changes to Inter-Plan Arrangement fees are generally made effective January 1 of the calendar year but they may occur at any time during the year. In the case of any such modifications or changes, Wellmark shall provide Account with at least thirty (30) days’ advance written notice of any modification or change to such Inter-Plan Arrangement fees or compensation describing the change and the effective date thereof and Account’s right to terminate this Agreement without penalty by giving written notice of termination before the effective date of the change. If Account fails to respond to the notice and does not terminate this Agreement during the notice period, Account will be deemed to have approved the proposed changes, and Wellmark will then allow such modifications to become part of this Agreement.

ARTICLE 10 MISCELLANEOUS

- 10.1 **Change of Agreement.** If Account makes changes in the Plan or Benefits Document, Account shall give Wellmark sufficient advance notice of such changes. If Account makes any material changes in the Plan, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as a change in the number of eligible or enrolled individuals of ten percent (10%) or more, percentage of individuals enrolled, types of coverage offered, business entities covered, or offerings of other health insurers’ coverage to eligible individuals, Wellmark shall have the right at its option to amend this Agreement, including an adjustment to the financial terms shown on Exhibit “A”, or to terminate this Agreement in accordance with Section 8.3.
- 10.2 **Iowa Code Chapter 509A Compliance; No Actuarial Certification.** Nothing contained in this Agreement or on Exhibit “A” shall be construed or considered to be an actuarial opinion or certification by Wellmark in connection with Iowa Code Chapter 509A regarding the adequacy of reserves, rates, or financial condition of Account or the Plan. Account is solely responsible for compliance with all provisions of Iowa Code Chapter 509A and

implementing regulations and, if applicable, is responsible for reporting any paid losses for the Account's self-funded operation of the Plan, as required by Iowa Code Section 513C.10, and for paying any assessment related to those paid losses.

- 10.3 **Use of Trademarks and Names.** Wellmark and Account reserve the right to control the use of their respective corporate names and any other respective symbols, assumed names, trademarks, and service marks, presently existing or subsequently established. Wellmark and Account agree not to use the corporate name, symbol, assumed names, trademarks, or service marks of the other in advertising, promotional materials, or otherwise without the prior written consent of the other. Any previously approved usage shall cease immediately upon the termination of this Agreement and any materials using such names or marks are the property of the appropriate namesake and shall be returned to the appropriate property owner upon request or at the termination of this Agreement.
- 10.4 **Complete Agreement; Amendments.** The parties agree that this Agreement, including, without limitation, all Exhibits or amendments hereto, applicable Business Associate Agreement, and COBRA Administrative Services Agreement or Addendum, if any, constitute the complete and exclusive agreement and statement of the relationship between the parties with regard to the subject matter of this Agreement and supersedes all related discussions, understandings, proposals, exhibits, amendments, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter hereof. This Agreement, including, without limitation, any Exhibits hereto, may be amended from time to time by the parties. Any amendment to this Agreement, or change, modification, or waiver of any of the terms or provisions of this Agreement shall be effective only when made in writing and signed by an authorized representative of each party and delivered in accordance with Section 10.11. This Agreement shall take precedence over any other documents that may be in conflict with it.
- Notwithstanding the foregoing, if this Agreement supersedes a prior Agreement, health services with an Incurred Date prior to the Effective Date of this Agreement shall be processed pursuant to the terms of the applicable superseded Agreement.
- 10.5 **Force Majeure.** The parties to this Agreement shall be excused from any performance under this Agreement, other than payment of amounts due, for any period and to the extent they are delayed, restricted, or prevented from performing under this Agreement as a result of an act of God, war, civil disturbance, legislative enactment, court order, labor dispute, act of terrorism, or other cause beyond their reasonable control.
- 10.6 **Effectiveness of Agreement.** This Agreement shall be deemed to be effective and in full force as of the Effective Date upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium, Network Access Fee, Administrative Fee, or other fees as billed by Wellmark required by this Agreement.
- 10.7 **Assignment.** The Agreement shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Agreement to any third party, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark. Further, Wellmark may, in its sole and unfettered discretion, contract with a third party to perform some Administrative Services or other of Wellmark's duties under this Agreement, including, without limitation,

the subrogation recovery services for Claims Paid. To the extent Wellmark contracts with a third party to perform any such services or duties, the term "Wellmark" as used in this Agreement shall be deemed to include the contracted third party, as the context so requires.

- 10.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Agreement shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Agreement shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.
- 10.9 **Nature of Relationship; Authority of Parties.** Nothing contained in this Agreement and no action taken or omitted to be taken by Account or Wellmark pursuant hereto shall be deemed to constitute Account and Wellmark a partnership, an association, a joint venture or other entity whatsoever. Wellmark shall at all times be acting as an independent contractor under this Agreement. No party has the authority to bind the other in any respect whatsoever.
- 10.10 **No Third-Party Beneficiaries.** This Agreement is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the Plan.
- 10.11 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Agreement to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid), or sent by electronic means and addressed to the last address furnished in writing. Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Agreement.

Notice to Wellmark may be addressed:

Wellmark Blue Cross and Blue Shield of Iowa
 Attention: Procurement and Contracts
 1331 Grand Avenue
 Des Moines, Iowa 50309-2901

- 10.12 **State of Issue; Applicable Law.** This Agreement is issued and delivered in the state of Iowa and is performed in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Agreement shall be construed in accordance with and governed by the laws of the state of Iowa.

ARTICLE 11 DISPUTE RESOLUTION

11.1 Dispute Resolution; Mandatory Arbitration.

- a. In the event of any controversy or claim arising out of or relating to this Agreement, or the breach hereof (each a “**Dispute**”), prior to proceeding with arbitration under the further provisions of this Section, a party shall give notice (a “**Dispute Notice**”) to the other party setting out, in writing and in detail, the nature and specifics of the Dispute and a good faith estimated value of the Dispute. A meeting (which may be via teleconference or other electronic communications) between representatives of the parties must take place within 30 days after the date of delivery of the Dispute Notice in an attempt to resolve the Dispute through direct negotiations. The provisions of this paragraph and the remaining provisions of this Section are the sole and exclusive method of resolving any Disputes, and arbitration under this Section shall be mandatory except in the limited circumstances provided under paragraphs (j), (k) and (o) below and Section 11.2.
- b. If the Dispute has not been resolved by direct negotiations within 30 days after the date of delivery of the Dispute Notice, or such further time as the parties may mutually agree in writing, then either party may commence, and the Dispute shall be finally resolved by, binding arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with the Commercial Arbitration Rules in effect at the time of the commencement of the arbitration (the “**Rules**”). The parties agree that the arbitrator(s), and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section. **The parties do not consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of any Dispute (any such arbitration is referred to in this Section as the “Arbitration”), and hereby voluntarily and irrevocably waive any right to arbitrate any Disputes through representative or class arbitration. All Disputes will proceed in arbitration solely on an individual basis, and the authority of the arbitrator(s) to resolve any Dispute and to make written awards will be limited to the individual Disputes under this Agreement.**
- c. A party shall have the right to withdraw without prejudice a Dispute that it submitted to Arbitration prior to the appointment of the arbitrator(s) for the Arbitration. In such event, all of the provisions of this Section shall again apply with respect to such Dispute.
- d. This Agreement concerns matters in interstate commerce. The Arbitration shall be governed by the Federal Arbitration Act, to the exclusion of any state laws inconsistent therewith, and the Rules. In the event of a conflict, the Rules shall govern.
- e. No demand for arbitration of a Dispute may be made more than two (2) years after the Dispute arose.
- f. The Arbitration shall be conducted in English and shall take place in Des Moines, Iowa, unless the parties mutually agree in writing to an alternate location.

- g. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is equal to or less than \$1,000,000, then the number of arbitrators shall be one (1). The arbitrator shall be selected from the AAA's National Roster of Arbitrators in accordance with Rule R-12 of the Rules.
- h. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is greater than \$1,000,000, then either party may elect to have the tribunal consist of three arbitrators by notifying the AAA in writing of its election within seven (7) days after receiving the list of arbitrators from the AAA under Rule R-12(a). Each party shall have twenty (20) days after delivery of the foregoing notice of election to submit to the AAA the name of its co-arbitrator. If either party fails to timely nominate an arbitrator, the AAA shall make the appointment. The co-arbitrators shall have thirty (30) days, or such further period of time as the parties may mutually agree in writing, to nominate a chairperson of the tribunal. If the co-arbitrators fail to timely nominate a chairperson, the AAA shall appoint the chairperson from the National Roster of Arbitrators.
- i. Pursuant to Rule R-1 of the Rules, the parties agree that the Expedited Procedures under the Rules shall apply if the monetary value of the Dispute as described in the Demand for Arbitration is equal to or less than \$250,000.
- j. The parties shall not be precluded from seeking remedies in small claims court for Disputes within the scope of that court's jurisdiction.
- k. Prior to the appointment of the arbitrator(s), a party may elect either to make recourse to emergency relief under the Rules, or to seek from any court of competent jurisdiction, emergency, temporary, or preliminary injunctive relief, or an order in aid of arbitration; provided, however, that once a party has filed or served papers to seek recourse for emergency, temporary, or preliminary injunctive relief in either the arbitral or judicial forum, no party can seek or oppose any such relief from or in the other forum. The foregoing types of relief may only be sought within the Arbitration after the appointment of the arbitrator(s).
- l. A party may make a motion for summary adjudication of one or more particular claims or issues to be decided by the arbitrator(s).
- m. The arbitrator(s) must render a reasoned award, in writing, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- n. **The parties waive any claim for, and the arbitrator(s) shall not have any power to award, any punitive or exemplary damages, and each party hereby waives any right to seek or recover such damages with respect to any Dispute.** Each party shall bear its own costs and expenses of legal representation, including attorneys' fees, witness expenses, and costs associated with preparation and presentation of its case. All arbitration and administration fees and expenses, and all arbitrator costs and expenses shall be paid equally, regardless of which party prevails. Notwithstanding the foregoing, any party who fails or refuses to

submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

- o. The existence and content of the Arbitration proceedings, documents produced during the Arbitration, submissions to the tribunal, including testimony and exhibits, and any rulings or award shall be kept confidential by the parties and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in legal proceedings before a court or other judicial authority, (ii) with the written consent of all of the parties, (iii) where such information is already in the public domain other than as a result of a breach of this paragraph, (iv) as is necessary in communications with auditors or accountants retained by any party, or federal or state regulators, or (v) by order of the arbitral tribunal upon application of a party. The breach or threatened breach of this paragraph will cause immediate and irreparable harm to the non-breaching party and an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the breaching party as a remedy for any such breach or threatened breach. If the breach or threatened breach of this paragraph occurs prior to the conclusion of the Arbitration, the foregoing relief may only be sought within the Arbitration. If the breach or threatened breach of this paragraph occurs after the conclusion of the Arbitration, the foregoing relief may only be sought within any court of competent jurisdiction.
- p. The provisions of this Section 11.1 shall survive any termination of this Agreement.

11.2 **Jurisdiction and Venue; Waiver of Jury Trial and Punitive and Exemplary Damages.**

- a. If an arbitrator determines a particular Dispute is excluded from mandatory arbitration for any reason (including, but not limited to, by applicable federal or state law), the parties agree that the terms in this Section 11.2 will apply to any legal or equitable action brought in court because of such Dispute. Each of the parties submits to the jurisdiction and venue of the state or federal courts sitting in Des Moines, Polk County, Iowa, for any action or proceeding arising out of or relating to this Agreement, and each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding in the state or federal courts sitting in Des Moines, Polk County, Iowa. **ACCOUNT AND WELLMARK HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY INSTRUMENT OR DOCUMENT IN CONNECTION THEREWITH. THE PARTIES ALSO WAIVE ANY CLAIM FOR AND ANY RIGHT TO SEEK OR RECOVER ANY PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY DISPUTE.**
- b. Notwithstanding Sections 5.6, 7.9, and 8.8, no legal or equitable action or claim may be brought against the parties for an action or claim arising under or relating to this Agreement more than two (2) years after the cause of action arose.
- c. The provisions of this Section 11.2 shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first stated above.

City of Cedar Falls

Wellmark, Inc., doing business as
Wellmark Blue Cross and Blue Shield of Iowa

By: _____

By: _____

Print Name: _____

David S. Brown
Executive Vice President, Chief Financial Officer
and Treasurer

Title: _____

Wellmark Blue Cross and Blue Shield of Iowa
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees

Account Full Name and Address:

City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613-2726

Benefit Plan(s) Administered By:

Wellmark Blue Cross and Blue Shield of Iowa

Rating Period:

The Rating Period begins on 7/01/2023 and ends on 6/30/2024.

Plan Year:

The Plan Year begins on 07/01 and ends on 06/30.

Administrative Fee:

Health:	\$45.63	per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).
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Pharmacy Vendor Admin Fee:

\$2.00	per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).
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Network Access Fee:

\$7.66	per Plan Member per month based on active Plan Members on last day of billing month (subject to limitations listed under Billing and Payment Method below).
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External Review:

External review fees for Independent Review Organizations (IROs), if applicable, will be on a per case or per external review basis and all such fees attributable to Members under the Plan shall be billed to Account in the amount billed to Wellmark by the IRO.

Third Party Liability Vendor Fees:

The third party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. The recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final amount recovered as a result of the actions of the vendor (less the vendor's service fee) is credited to Account. Wellmark's agreement with the recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any recovery amount obtained by the vendor on behalf of the Account during such time period will be provided to Account without application of the vendor service fee.

Wellmark Blue Cross and Blue Shield of Iowa
Administrative Services Agreement
Exhibit A
Administrative Fees, Network Access Fees, Other Fees

Account Full Name and Address:

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

BlueCard Program-related Fees:

All BlueCard Program-related fees, including any Access Fees paid to Host Blues and Administrative Expense Allowance (“AEA”) Fee, are included in Wellmark’s general Administrative Fee stated above. Wellmark has elected to not separately charge any Inter-Plan Arrangement-related fees to Account. The general Administrative Fee encompasses fees Wellmark charges to Account for administering Account’s benefit plan. Fees may include both local and Inter-Plan fees. Other BlueCard Program-related fees included in the general Administrative Fee include the Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee, and the Blue Cross Blue Shield Global Coverage Fees, if applicable.

Billing and Payment Method:

Wellmark shall notify Account weekly of the total Claims Paid amount for the week. Account shall make payment to Wellmark within forty-eight hours of receipt of the notification. Wellmark shall bill Account monthly for Claims Paid (if any), Administrative Fee, other fees, and reflect the payments/credits received.

Limitations: Any adjustments to Administrative Fee, Network Access Fee, and other fees due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

Exhibit A Issue Date: 5/17/2023



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Bailey Schindel, Human Resources Manager

DATE: June 20, 2023

SUBJECT: **FY24 Wellmark Blue Cross and Blue Shield Health Plan
Stop Loss Policy**

Attached for your approval is a Stop Loss Policy and rate exhibit for FY24 with Wellmark Blue Cross and Blue Shield related to the City's health plan. The individual stop loss deductible has been increased to \$110,000 per member from \$100,000 per member. The rate exhibit shows a \$22.53 increase in the per plan member per month individual stop loss premium for FY24 which is projected to increase the fixed costs of the City's health insurance plan by approximately \$58,668 during FY24 based on current enrollment. If the City had kept the individual stop loss deductible at \$100,000 as it was in the prior year, the premium would have increased \$45.98 per plan member per month resulting in an increase in fixed costs of \$119,732 based on current enrollment. The premium increase is due to a continued high number of large health claims incurred by plan members. There is no proposed increase from the prior year to the City's aggregate stop loss premium per plan member per month. City staff recommends approval.

If you have questions regarding the attached, please contact me at 268-5531 or Jennifer Rodenbeck at 268-5108.

Attachment

STOP LOSS POLICY

WELLMARK, INC.

issued to

City of Cedar Falls

Stop Loss Policy Effective Date: July 1, 2023
Stop Loss Period: July 1, 2023 to June 30, 2024

Form Number: IA Wellmark, Inc. LG SLP

Version: 09/22

STOP LOSS POLICY

THIS STOP LOSS POLICY (herein “**Policy**”) is issued by Wellmark, Inc., doing business as Wellmark Blue Cross and Blue Shield of Iowa, an Iowa mutual insurance company (herein “**Wellmark**”), effective as of the **first** day of **July, 2023** (“**Effective Date**”), to City of Cedar Falls, an Iowa public entity, with its principal location in Iowa (herein “**Account**”).

RECITALS

1. Account is the plan sponsor of a self-funded group health plan (herein called “the **Plan**”) within the meaning of and in accordance with applicable federal or state law for its common law employees and other eligible individuals. The Plan is designed, maintained and funded by Account and Account is solely responsible for making Member eligibility determinations and for Claims.
2. Account desires that Wellmark reimburse it for Claims Eligible for Reimbursement that satisfy the amounts and terms specified in this Policy. Account acknowledges this Policy provides it with reimbursement only for Claims Eligible for Reimbursement meeting the terms and conditions specified in this Policy and Wellmark provides no insurance coverage for the Plan or for any Member. Wellmark assumes no financial risk or obligations with respect to Claims except as expressly specified in this Policy.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1 POLICY DEFINITIONS

- 1.1 “**Aggregate Deductible**” means the percentage of expected Claims Eligible for Reimbursement for all Members during the Stop Loss Period that is Account’s liability before any reimbursement is made under the aggregate stop loss coverage of this Policy. The Aggregate Deductible amount is shown on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.2 “**Attachment Point**” means the amount of expected Claims Eligible for Reimbursement per Plan Member for each benefit classification. The Attachment Point is used to determine Account’s Aggregate Deductible and Minimum Aggregate Deductible and is shown on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which is attached to this Policy and incorporated by this reference.
- 1.3 “**Benefit Services Administrator**” means the company or companies specified on **Exhibit “A”**, Stop Loss Premiums and Financial Terms, which provides health benefit plan administration services to Account pursuant to a separately executed administrative services agreement in effect during the Stop Loss Period. If Account arranges for health plan administration services for the Plan from vendor(s) other than Wellmark or a Wellmark-contracted vendor but obtains stop loss coverage from Wellmark for such services (e.g., pharmacy benefits management services), Account shall be responsible for ensuring that such third-party vendor is specified on Exhibit “A” as a Benefit Services Administrator.

- 1.4 **“Benefits Document”** means the written document(s) Account makes available to Members that describe and define the terms, benefits, and limitations of the Plan and may be titled Benefits Certificate, Coverage Manual, or something similar.
- 1.5 **“Claims”** means the dollar amount of the Benefit Services Administrator’s payment on behalf of the Account for covered health care services provided to Members under the terms of the Plan administered by the Benefit Services Administrator. Claims do not include any: (a) amounts paid for health care services as a Plan exception made at the direction of Account; (b) amounts paid for health care services determined by the Benefits Services Administrator to be investigational or experimental as defined under the terms of the Plan; (c) amounts paid at the direction of the Plan for health care services that Benefits Services Administrator deems to be investigational or experimental, but for which Account has waived the general limitation or exclusion for investigational or experimental procedures, (d) amounts paid for health care services determined by the Benefits Services Administrator to be not medically necessary as defined under the terms of the Plan; (e) amounts paid for health care services for an individual not eligible for coverage under the terms of the Plan; or (f) amounts paid that are not for covered health care services under the terms of the Plan. With regard to pharmacy services, “Claims” includes any adjustments or reversals after the Incurred Date.
- 1.6 **“Claims Eligible for Reimbursement”** means Claims that have both an Incurred Date within the Run-in Period or Stop Loss Period and a Paid Date within the Stop Loss Period specified on Exhibit “A”.
- 1.7 **“Incurred Date”** means the date health care services are provided to Members. With regard to inpatient hospital or facility services, the date of the Member’s admission to the facility is considered as the Incurred Date. With regard to pharmacy services, the date on which a prescription drug is dispensed by a pharmacy (the “fill date”) is considered as the Incurred Date.
- 1.8 **“Individual Deductible”** means the fixed dollar amount of Claims Eligible for Reimbursement per Member as specified on Exhibit “A”, which is the Account’s liability before any reimbursement is made under the individual stop loss coverage of this Policy.
- 1.9 **“Member”** means a person, including a Plan Member’s spouse or eligible dependent children, who is eligible and enrolled to receive health benefits in accordance with the terms of the Plan, specifically including the Plan’s eligibility criteria, as determined and identified by Account. The Member must be eligible and enrolled in the Plan on the Incurred Date of the Claims.
- 1.10 **“Minimum Aggregate Deductible”** means an amount that is the Account’s minimum liability under the aggregate stop loss coverage of this Policy. The Minimum Aggregate Deductible is the product of the number of Plan Members in effect for each Attachment Point, multiplied by each Attachment Point shown on Exhibit “A”, multiplied by 90%. The results of the calculations shall be added together each month during the Stop Loss Period resulting in the year-to-date (“YTD”) Minimum Aggregate Deductible. The Minimum Aggregate Deductible is calculated at the beginning of the Stop Loss Period, based on the enrollment under each Attachment Point and may be recalculated during the Stop Loss Period due to a benefit change.

- 1.11 **“Paid Date”** means the date on which a Claim payment is made by the Benefit Services Administrator. The Benefit Services Administrator may adjust Claims for a period of up to eighteen (18) months after the Claim is first processed. If a Claim is subsequently adjusted, the date of the final adjustment is considered the Paid Date, provided, however, that if a Claim is adjusted in accordance with a decision of an Independent Review Organization (IRO) making an external review determination under applicable law, the date of the Benefit Services Administrator's internal adverse benefit determination is considered the Paid Date for purposes of this Policy. With regard to pharmacy services, the Paid Date is the later of: (i) the date on which a prescription drug is dispensed by a pharmacy (the “fill date”), or (ii) the date on which a prescription drug claim was adjusted or reversed.
- 1.12 **“Plan”** means the self-funded group health plan or plans established, sponsored and maintained by Account, the terms of which are described in the applicable Benefits Document.
- 1.13 **“Plan Member”** means a common law employee or other individual identified by Account as a person eligible and enrolled to receive health benefits under the Plan subject to the terms, conditions, and limitations described in the Plan documents as administered by the Benefit Services Administrator.
- 1.14 **“Protected Health Information” or “PHI”** means the same as the term “protected health information” in 45 CFR §160.103.
- 1.15 **“Run-In Period”** means the period of time set forth on Exhibit “A” prior to beginning of the Stop Loss Period, during which Claims may have Incurred Dates.
- 1.16 **“Stop Loss Claims”** mean dollar amounts for Claims Eligible for Reimbursement that exceed the applicable Individual Deductible under this Policy.
- 1.17 **“Stop Loss Period”** means the period of time set forth on Exhibit “A” or the most recent revision to Exhibit “A” issued to Account and attached to this Policy and incorporated by this reference.
- 1.18 **“Stop Loss Premium”** means the amount Wellmark charges Account for stop loss coverage. The Stop Loss Premium may include broker fees or commissions and is shown on Exhibit “A”.

ARTICLE 2 RESPONSIBILITIES OF ACCOUNT

- 2.1 **Payment of Stop Loss Premiums.** Wellmark shall bill Account monthly and Account agrees to pay Wellmark the amount of the Stop Loss Premiums and any applicable taxes or fees billed for the preceding month. Such payment may be made by wire transfer, electronic (ebilling) payment, or automatic funds withdrawal. If Account elects automatic funds withdrawal, it shall execute the necessary authorization, including an authorization for automatic withdrawal of any changed amount as reflected on Account's bill. Any adjustments due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made. Adjustments to Stop Loss Premiums shall be limited to a period of three (3) months prior to the date the Benefit

Services Administrator processes the Member eligibility change. The bill will show the amounts due and will also show any credits during the preceding month. Account shall promptly pay Wellmark at Wellmark's office, the total amount due, no later than the due date on the bill.

Account also agrees to pay Wellmark the Stop Loss Premiums set forth on Exhibit "A", for aggregate terminal stop loss coverage in a lump sum at the date of termination of this Policy.

- 2.2 **Late Payments.** All payments due from Account to Wellmark must be paid on time and when due in accordance with Section 2.1. If the Account fails to make payments in full when due, Wellmark may discontinue the reimbursement of all Stop Loss Claims for the Account, impose interest or late fees, or may setoff or recoup late payments from other amounts that may be due to Account. Payments not made when due shall include an interest charge on the outstanding amounts from the due date until payment is made in full at the then current prime rate as published periodically in the Midwest edition of The Wall Street Journal plus two percent (2%) per annum. Late fees are calculated on the entire amount due regardless of any partial payments. The acceptance by Wellmark of any late payments or partial payments shall not constitute a waiver of any rights under this Policy. If Account fails to make payments when due for two or more consecutive months, Wellmark may impose additional late fees of up to eighteen percent (18%) per annum.
- 2.3 **Providing Information; Account Representations.** Account shall provide all information and representations reasonably necessary and as may be requested by Wellmark during the underwriting and issuance of this Policy and to establish loss for which reimbursement is claimed under this Policy. Account shall provide such information in a time, form, format, and manner required by Wellmark and is responsible for the timeliness, integrity, retention, and accuracy of information and records provided to Wellmark. Wellmark shall be entitled to rely upon such information in underwriting and issuing this Policy and in discharging its responsibilities under this Policy. If Account arranges for health plan administration services for the Plan from a Benefit Services Administrator other than Wellmark or a Wellmark-contracted vendor but obtains stop loss coverage from Wellmark for such services (e.g., pharmacy benefits management services), Account shall be responsible for ensuring that its third-party Benefit Services Administrator provides Wellmark with all Claims data (including the Incurred Date and the Paid Date) and other information required by Wellmark in the form and format that Wellmark requests to process such stop loss coverage. Account shall be responsible for ensuring the accuracy of all such reports and information provided by any such third-party Benefit Services Administrator. Account's failure or its third-party Benefit Services Administrator's failure to provide complete and timely information may cause Stop Loss Claims to be denied.
- 2.4 **Notice of Persons Eligible for Coverage.** Account or its Benefit Services Administrator shall notify Wellmark of individuals eligible and enrolled in the Plan and of changes in eligibility in accordance with the manner, time, and procedures set forth in the separate administrative services agreement entered into between Account and the Benefit Services Administrator. Notwithstanding the effective date Account establishes for Member eligibility, no eligibility change shall be effective under this stop loss coverage more than three (3) months prior to the date the Benefit Services Administrator processes the Member eligibility change.

- 2.5 **Right of Reimbursement or Recovery.** In the event Account receives or is eligible to receive a payment or credit from a third-party or the Benefit Services Administrator for any portion of Claims, including, but not limited to, pharmaceutical manufacturer rebates, if applicable, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. To the extent that Account is eligible to receive a payment or credit from the Benefit Services Administrator for any portion of Claims, Wellmark may, in its sole discretion, retain and apply such payment or credit as reimbursement for Wellmark's stop loss payment(s) under this Section. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy.
- 2.6 **Third Party Liability Recovery.** Account acknowledges and agrees that Wellmark, as the stop loss carrier, has priority of any third-party liability recovery in the event Stop Loss Claims for a Member have been credited to Account. Account may delegate responsibility for subrogation and third-party liability recovery services to Benefit Services Administrator's subrogation and third-party liability recovery vendor ("**Subrogation Vendor**") on Account's behalf, which shall pursue and prosecute any and all subrogation interests or other valid claims that Account may have against a third-party or any current or former Member who recovers or has a right of recovery from a third-party as a consequence of any occurrence resulting in Claims. If Account or Subrogation Vendor initiates any action for recovery, Account shall notify Wellmark of such action within ten (10) days of filing such action. Account shall cooperate with Wellmark and, upon request of Wellmark, Account shall execute and deliver to Wellmark an assignment and any other instrument that may be necessary to secure Wellmark's right of recovery. Account shall not waive any rights to pursue recovery from a third-party without Wellmark's written consent.

In the event Account recovers all or any portion of Claims from a third-party or from a current or former Member, or any Claim is reversed in full or in part due to payment or acceptance of responsibility by a third-party, and Wellmark has previously paid or reimbursed Account for all or any portion of such Claims pursuant to this or a prior Stop Loss Policy, Account shall repay Wellmark the full amount of the recovery received or Claim reversed by Account up to the full extent of Wellmark's stop loss payment(s), regardless of whether this Policy is in force on the date of Account's recovery. Such recovery or reimbursement cannot be used to satisfy any deductible or attachment point under this Policy. On a case by case basis, and only if Wellmark has agreed in writing and in advance, Account may reduce the amount it repays to Wellmark by reasonable and necessary expenses incurred directly by Account in obtaining recovery from the third party.

ARTICLE 3 STOP LOSS COVERAGE

- 3.1 **Individual Stop Loss Coverage.** Wellmark shall reimburse Account for the amount by which the Claims Eligible for Reimbursement for a specific Member exceed the Individual Deductible amount for the specific Member shown on Exhibit "A", subject to any Policy limitations set forth on Exhibit "A". Reimbursement for Stop Loss Claims is generally provided as a statement credit on Account's next statement from the Benefit Services

Administrator. All Stop Loss Claims reimbursements shall be subject to audit or review as provided in sections 2.3 and 4.3 of this Policy that Wellmark determines in its sole discretion may be required to verify a Member's eligibility and enrollment in the Plan, verify the proper payment of Claims, or verify Stop Loss Claims are reimbursed correctly.

3.2 Aggregate Stop Loss Coverage. Wellmark shall determine the aggregate stop loss coverage reimbursement as described in this Section.

- a. For each month of the Stop Loss Period, the monthly Claims Eligible for Reimbursement shall be calculated by accumulating all Claims for that month, less any reimbursement made under the individual stop loss coverage during the same Stop Loss Period, less any Claims excluded from the aggregate stop loss coverage. The monthly Claims Eligible for Reimbursement shall be added together for all months during the Stop Loss Period, resulting in the YTD Claims Eligible for Reimbursement;
- b. For each month of the Stop Loss Period, the number of Plan Members in effect for each benefit classification shall be multiplied by the Attachment Point for each benefit classification shown on Exhibit "A". The results of the calculations shall then be added together, resulting in the monthly Aggregate Deductible. Each monthly Aggregate Deductible shall be added together for all months during the Stop Loss Period, resulting in the YTD Aggregate Deductible; and
- c. If the YTD Claims Eligible for Reimbursement exceed the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, Wellmark shall reimburse Account for the excess amount within sixty (60) days after the end of the Stop Loss Period. If the YTD Claims Eligible for Reimbursement is less than the greater of the YTD Aggregate Deductible or the YTD Minimum Aggregate Deductible, no reimbursement by Wellmark will be made.

3.3 Terminal Aggregate Stop Loss Coverage. If this Policy is terminated and not renewed or replaced, terminal aggregate stop loss coverage is provided for Claims with an Incurred Date during the Stop Loss Period and a Paid Date within the period specified on Exhibit "A" following termination ("**Terminal Claims**"). Wellmark shall reimburse Account if and when Terminal Claims exceed the adjusted terminal liability amount, calculated below. Individual Members' Claims are not limited in this terminal aggregate stop loss provision.

The adjusted terminal liability amount is calculated by dividing the terminal liability amount, shown on Exhibit "A", by the number of estimated Plan Members shown on Exhibit "A". The result is then multiplied by the sum of the Plan Members during the Stop Loss Period divided by the number of months during the Stop Loss Period.

ARTICLE 4 CONFIDENTIAL INFORMATION; EXAMINATION OF RECORDS

- 4.1 **Protected Health Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to Protected Health Information shall be set forth in the separately executed Business Associate Agreement.
- 4.2 **Non-Disclosure of Confidential Information.** The rights and responsibilities of the parties and permitted uses and disclosures with respect to information and data collected

or developed by Wellmark related to Claims, cost, utilization, outcomes, quality, and financial performance of the Plan during the term of this Policy (“**Confidential Information**”) shall be as set forth in the separately executed administrative services agreement between Account and the Benefit Services Administrator.

- 4.3 **Right to Examine Records; Record Retention.** Wellmark or its authorized representative may at its own expense examine the financial, enrollment, eligibility standards, and Claims records of Account, its Benefit Services Administrator(s), or other third parties providing services to Account, reasonably related to the administration of this Policy, as reasonably often as Wellmark deems appropriate, to reconcile eligibility or enrollment information and records or to determine appropriate payment of Stop Loss Claims under this Policy. Such examination may be conducted either before or after reimbursement of Stop Loss Claims and, if at Account's location, shall be conducted during regular business hours, upon reasonable advance written notice. Account shall provide any information reasonably requested by Wellmark. Account shall ensure that all records relating to the matters described in this Section 4.3 will be maintained for at least twenty-four (24) months following the end of the Stop Loss Period. The examination period may cover the most recent Stop Loss Period and the preceding twenty-four (24) months only, if applicable, and may cover Account's prior or third-party Benefit Services Administrator.
- 4.4 **Survival.** Any obligations of either party to the other under this Article of the Policy survive any termination of this Policy.

ARTICLE 5 TERM AND TERMINATION

- 5.1 **Term; Termination of Plan or Administrative Services Agreement.** This Policy shall become effective on the Effective Date and shall continue in force for the Stop Loss Period as set forth on Exhibit “A”, unless earlier terminated as provided in this Policy. If the Plan is terminated, or if Account’s administrative services agreement with the Benefit Services Administrator is terminated, this Policy shall terminate as of the date the Plan is terminated or as of the date the administrative services agreement is terminated, whichever is applicable and whichever date is earlier.
- 5.2 **Renewal Terms; Notice of Non-Renewal.** This Policy may be renewed for successive Stop Loss Periods only when a new or amended Policy with an updated Exhibit “A” specifying a new Stop Loss Period is issued and executed by Wellmark. Except as provided on Exhibit A, Wellmark shall have the right to change the Stop Loss Premiums for any renewal term as reflected on an updated Exhibit “A”. If Wellmark decides not to renew the Policy, it shall provide Account written notice of non-renewal at least forty-five (45) days prior to the end of the Stop Loss Period.
- 5.3 **Termination for Nonpayment.** Wellmark may terminate this Policy at any time, upon ten (10) days written notice to Account, if Account fails to make complete payments, including late fees, when due in accordance with this Policy. The notice shall include the reason for the termination. Wellmark may recoup or setoff from any Stop Loss Claims any premiums or other fees or amounts owed to Wellmark or to Benefit Services Administrator by Account.

- 5.4 **Effects of Termination.** If Wellmark terminates this Policy for nonpayment by the Account, Wellmark shall not reimburse Account for Claims Eligible for Reimbursement beyond the effective date of the termination regardless of when services were received or the Claims were paid. If this Policy terminates other than at the expiration of the Stop Loss Period, the effective date of the termination shall become the end of the Stop Loss Period.
- 5.5 **Survival.** Any liability of either party to the other for amounts owed or owing under this Policy, unless such amounts are de minimus, shall not be extinguished by the termination of this Policy.

ARTICLE 6 MISCELLANEOUS

- 6.1 **Complete Policy; Amendment.** This Policy, including any exhibits or amendments, constitutes the complete and exclusive agreement and statement of relationship between the parties with regard to the subject matter of this Policy and supersedes all related discussions, proposals, prior policies, agreements, understandings, prior and concurrent agreements, representations and warranties, whether oral or written, and any other communications between the parties in regard to the subject matter of this Policy. Changes or amendments to this Policy shall be effective only when the written amendment has been signed by an authorized representative of Wellmark and delivered in accordance with Section 6.10. This Policy shall take precedence over any other documents that may be in conflict with it.
- 6.2 **Change of Policy.** If Account makes changes in the Plan or Benefits Documents, Account shall give Wellmark sufficient advance written notice of such changes. If Account makes any material changes in the Plan administered by the Benefit Services Administrator, or if material changes are required by law, including the addition or deletion of benefits, a material change in group composition or membership or eligibility requirements, such as an increase in the ratio of family to single contracts of twenty percent (20%) or more, a change in the number of eligible individuals of ten percent (10%) or more, percentage of individuals enrolled, type of coverage offered, business entities covered, change in Benefit Services Administrator, or offerings of other health insurers' coverage to eligible individuals, Wellmark shall have the right at its option to amend this Policy, including an adjustment of stop loss premiums or Individual Deductible shown on Exhibit "A", or terminate this Policy.
- 6.3 **Provider Payment Arrangements; Claims Submission.** The Benefit Services Administrator has entered into payment arrangements or contracts with health care providers or other service providers that affect the submission, timing, frequency, and the amount of payment of Claims. Not all health care providers participate in or agree to such payment arrangements and the Benefit Services Administrator does not determine, direct, or control the timing or accuracy of any Claims submissions. Claims do not become Claims Eligible for Reimbursement unless both the Incurred Dates and Paid Dates are within the required periods set forth in this Policy and Exhibit "A".
- 6.4 **State of Issue; Applicable Law.** The Policy is issued and delivered in the state of Iowa and is performed at Wellmark's offices in Des Moines, Iowa. To the extent not superseded by the laws of the United States and without regard to any conflict of law rule, this Policy shall be construed in accordance with and governed by the laws of the state of Iowa.

- 6.5 **Force Majeure.** The parties to this Policy shall be excused from performance under this Policy for any period and to the extent they are delayed, restricted, or prevented from performing under this Policy (other than payment) as a result of an act of God, war, civil disturbance, court order, labor dispute, acts of terrorism, or other cause beyond their reasonable control and such nonperformance shall not be grounds for termination or default.
- 6.6 **Effectiveness of Policy.** This Policy shall be deemed to be effective and in full force as of the Effective Date upon the affixation of Wellmark's authorized signature below and the Account's payment to Wellmark of the premium required by this Policy.
- 6.7 **Assignment.** The Policy shall be binding on the parties and their respective successors and permitted assigns. Neither party may assign this Policy, in whole or in part, without the prior written consent of the other; provided, however, Wellmark may assign this Policy, in whole or in part, to any entity that controls, is controlled by, or is under common control with Wellmark.
- 6.8 **Waiver.** The failure of any party to enforce any terms or provisions of the Policy shall not be deemed or construed to be a waiver of the enforceability of such provision. Similarly, the failure to enforce any remedy arising from a default under the terms of the Policy shall not be deemed or construed to be a waiver of such default. Any waiver of any provision of this Policy, and any consent to any departure from the terms of any provision of this Policy, shall be effective only in the specific instance and for the specific purpose for which made or given.
- 6.9 **No Third-Party Beneficiaries.** This Policy is for the benefit of Account and Wellmark and not for any other person. It shall not create any legal relationship between Wellmark and any employee, Member, or any other party claiming any right, whether legal or equitable, under the terms of this Policy or of the Plan.
- 6.10 **Notices and Communication.** The parties shall be entitled to rely upon any communication or notice from the other in connection with this Policy to be genuine, truthful, and accurate, and to have been authorized, signed, or issued by an officer or agent of such entity empowered to make such representation on behalf of the entity.

Any notice required or permitted to be given under this Policy shall be in writing and be deemed given when delivered personally, placed in the U.S. mail (postage prepaid), delivered to a recognized courier service for delivery (delivery charges prepaid) or sent by electronic means and addressed to the last address furnished by the respective party. Until another address is furnished in writing, notice to Account may be addressed to the address shown on Exhibit "A" attached to this Policy.

Notice to Wellmark may be addressed:

Wellmark, Inc.
Attention: Procurement and Contracts
1331 Grand Avenue
Des Moines, Iowa 50309-2901

**ARTICLE 7
BLUE CROSS AND BLUE SHIELD DISCLOSURE**

- 7.1 **Blue Cross and Blue Shield Disclosure Statement.** Account hereby expressly acknowledges its understanding this Policy constitutes a contract solely between Account and Wellmark, which is an independent corporation operating under licenses from the Blue Cross Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the “**Association**”), permitting Wellmark to use the Blue Cross and Blue Shield Service Marks in the state of Iowa, and that Wellmark is not contracting as the agent of the Association. Account further acknowledges and agrees that it has not entered into this Policy based upon representations by any person other than Wellmark and that no person, entity, or organization other than Wellmark shall be accountable or liable to Account for any of Wellmark’s obligations to Account created under this Policy. This section shall not create any additional obligations whatsoever on the part of Wellmark other than those obligations created under other provisions of this Policy.

**ARTICLE 8
DISPUTE RESOLUTION**

- 8.1 **Dispute Resolution; Mandatory Arbitration.**
- a. In the event of any controversy or claim arising out of or relating to this Policy, or the breach hereof (each a “**Dispute**”), prior to proceeding with arbitration under the further provisions of this Section, a party shall give notice (a “**Dispute Notice**”) to the other party setting out, in writing and in detail, the nature and specifics of the Dispute and a good faith estimated value of the Dispute. A meeting (which may be via teleconference or other electronic communications) between representatives of the parties must take place within 30 days after the date of delivery of the Dispute Notice in an attempt to resolve the Dispute through direct negotiations. The provisions of this paragraph and the remaining provisions of this Section are the sole and exclusive method of resolving any Disputes, and arbitration under this Section shall be mandatory except in the limited circumstances provided under paragraphs (j), (k) and (o) below and Section 8.2.
- b. If the Dispute has not been resolved by direct negotiations within 30 days after the date of delivery of the Dispute Notice, or such further time as the parties may mutually agree in writing, then either party may commence, and the Dispute shall be finally resolved by, binding arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with the Commercial Arbitration Rules in effect at the time of the commencement of the arbitration (the “**Rules**”). The parties agree that the arbitrator(s), and not a court, will decide in the first instance all questions of substantive arbitrability, including without limitation the validity of this Section. **The parties do not consent to the incorporation of the AAA Supplementary Rules for Class Arbitration into the rules governing the arbitration of any Dispute (any such arbitration is referred to in this Section as the “Arbitration”), and hereby voluntarily and irrevocably waive any right to arbitrate any Disputes through representative or class arbitration. All Disputes will proceed in arbitration solely on an individual basis, and the authority of the arbitrator(s) to resolve any Dispute and to make written awards will be limited to the individual Disputes under this Policy.**

- c. A party shall have the right to withdraw without prejudice a Dispute that it submitted to Arbitration prior to the appointment of the arbitrator(s) for the Arbitration. In such event, all of the provisions of this Section shall again apply with respect to such Dispute.
- d. This Policy concerns matters in interstate commerce. The Arbitration shall be governed by the Federal Arbitration Act, to the exclusion of any state laws inconsistent therewith, and the Rules. In the event of a conflict, the Rules shall govern.
- e. No demand for arbitration of a Dispute may be made more than two (2) years after the Dispute arose.
- f. The Arbitration shall be conducted in English and shall take place in Des Moines, Iowa, unless the parties mutually agree in writing to an alternate location.
- g. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is equal to or less than \$1,000,000, then the number of arbitrators shall be one (1). The arbitrator shall be selected from the AAA's National Roster of Arbitrators in accordance with Rule R-12 of the Rules.
- h. If the monetary value of the Dispute as described in the Demand for Arbitration, or as the parties may otherwise mutually agree in writing, is greater than \$1,000,000, then either party may elect to have the tribunal consist of three arbitrators by notifying the AAA in writing of its election within seven (7) days after receiving the list of arbitrators from the AAA under Rule R-12(a). Each party shall have twenty (20) days after delivery of the foregoing notice of election to submit to the AAA the name of its co-arbitrator. If either party fails to timely nominate an arbitrator, the AAA shall make the appointment. The co-arbitrators shall have thirty (30) days, or such further period of time as the parties may mutually agree in writing, to nominate a chairperson of the tribunal. If the co-arbitrators fail to timely nominate a chairperson, the AAA shall appoint the chairperson from the National Roster of Arbitrators.
- i. Pursuant to Rule R-1 of the Rules, the parties agree that the Expedited Procedures under the Rules shall apply if the monetary value of the Dispute as described in the Demand for Arbitration is equal to or less than \$250,000.
- j. The parties shall not be precluded from seeking remedies in small claims court for Disputes within the scope of that court's jurisdiction.
- k. Prior to the appointment of the arbitrator(s), a party may elect either to make recourse to emergency relief under the Rules, or to seek from any court of competent jurisdiction, emergency, temporary, or preliminary injunctive relief, or an order in aid of arbitration; provided, however, that once a party has filed or served papers to seek recourse for emergency, temporary, or preliminary injunctive relief in either the arbitral or judicial forum, no party can seek or oppose any such relief from or in the other forum. The foregoing types of relief may only be sought within the Arbitration after the appointment of the arbitrator(s).

- l. A party may make a motion for summary adjudication of one or more particular claims or issues to be decided by the arbitrator(s).
- m. The arbitrator(s) must render a reasoned award, in writing, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- n. **The parties waive any claim for, and the arbitrator(s) shall not have any power to award, any punitive or exemplary damages, and each party hereby waives any right to seek or recover such damages with respect to any Dispute.** Each party shall bear its own costs and expenses of legal representation, including attorneys' fees, witness expenses, and costs associated with preparation and presentation of its case. All arbitration and administration fees and expenses, and all arbitrator costs and expenses shall be paid equally, regardless of which party prevails. Notwithstanding the foregoing, any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.
- o. The existence and content of the Arbitration proceedings, documents produced during the Arbitration, submissions to the tribunal, including testimony and exhibits, and any rulings or award shall be kept confidential by the parties and members of the arbitral tribunal except (i) to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in legal proceedings before a court or other judicial authority, (ii) with the written consent of all of the parties, (iii) where such information is already in the public domain other than as a result of a breach of this paragraph, (iv) as is necessary in communications with auditors or accountants retained by any party, or federal or state regulators, or (v) by order of the arbitral tribunal upon application of a party. The breach or threatened breach of this paragraph will cause immediate and irreparable harm to the non-breaching party and an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the breaching party as a remedy for any such breach or threatened breach. If the breach or threatened breach of this paragraph occurs prior to the conclusion of the Arbitration, the foregoing relief may only be sought within the Arbitration. If the breach or threatened breach of this paragraph occurs after the conclusion of the Arbitration, the foregoing relief may only be sought within any court of competent jurisdiction.
- p. The provisions of this Section 8.1 shall survive any termination of this Policy.

8.2 **Jurisdiction and Venue; Waiver of Jury Trial and Punitive and Exemplary Damages.**

- a. If an arbitrator determines a particular Dispute is excluded from mandatory arbitration for any reason (including, but not limited to, by applicable federal or state law), the parties agree that the terms in this Section 8.2 will apply to any legal or equitable action brought in court because of such Dispute. Each of the parties submits to the jurisdiction and venue of the state or federal courts sitting in Des Moines, Polk County, Iowa, for any action or proceeding arising out of or relating

to this Policy, and each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding in the state or federal courts sitting in Des Moines, Polk County, Iowa. **ACCOUNT AND WELLMARK HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS POLICY, OR ANY INSTRUMENT OR DOCUMENT IN CONNECTION THEREWITH. THE PARTIES ALSO WAIVE ANY CLAIM FOR AND ANY RIGHT TO SEEK OR RECOVER ANY PUNITIVE OR EXEMPLARY DAMAGES WITH RESPECT TO ANY DISPUTE.**

- b. Notwithstanding Sections 4.4 and 5.5 no legal or equitable action or claim may be brought against the parties for an action or claim arising under or relating to this Policy more than two (2) years after the cause of action arose.
- c. The provisions of this Section 8.2 shall survive any termination of this Policy.

Wellmark, Inc.

By:



David S. Brown
Executive Vice President, Chief Financial Officer
and Treasurer

Wellmark, Inc.
Stop Loss Policy

Item 26.

Exhibit "A" - Stop Loss Premiums and Financial Terms

Account Full Name and Address

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

Benefit Services Administrator(s)

Wellmark Blue Cross and Blue Shield of Iowa
Pharmacy Benefits Manager: Express Scripts

Stop Loss Period:

The Stop Loss Period begins on 7/01/2023 and ends on 6/30/2024.

Claims Eligible for Reimbursement. Claims shall be considered for reimbursement under this Policy only if all of the following conditions are completely satisfied as determined by Wellmark .

- Stop loss coverage is administered with a Run-in Period as a 72/12 arrangement, which means:
- The Claims shall have Incurred Dates within the Stop Loss Period or within 60 months prior to the beginning of the Stop Loss Period (the Run-in Period); and
 - The Claims shall have Paid Dates within the Stop Loss Period.

Claims with Paid Dates following the end of the Stop Loss Period are not Claims Eligible for Reimbursement.

Monthly Stop Loss Premium -Health- Individual (subject to any policy limitations listed below):

\$211.70 per Plan Member per month based on active Plan Members on last day of billing month.

Monthly Stop Loss Premium -Health- Aggregate (subject to any policy limitations listed below):

\$5.36 per Plan Member per month based on active Plan Members on last day of billing month.

Individual Stop Loss Coverage (subject to any policy limitations listed below):

Individual Deductible: \$110,000 per Member

Covered Benefits: Health Pharmacy

Aggregate Stop Loss Coverage (subject to any policy limitations listed below):

Aggregate Deductible: 125 % of expected Paid Claims.

Covered Benefits: Health Dental Pharmacy

Attachment Point: per Plan Member per month based on active Plan Members on last day of billing month.

	Single	Family
Plan A	\$927.85	\$2,319.63
Plan B	\$927.85	\$2,319.63

**Wellmark, Inc.
Stop Loss Policy**

Item 26.

Exhibit "A" - Stop Loss Premiums and Financial Terms

Policy Limitation(s):

Claims in excess of the Account's Individual Stop Loss deductible level will not be covered under the Aggregate Stop Loss coverage.

Any adjustments to monthly stop loss premiums and attachment points due to membership or eligibility changes shall be reflected on the billing for the month in which the membership or eligibility change is made and shall be limited to a period of three (3) months prior to the date Wellmark processes the Member eligibility change.

Terminal Stop Loss Coverage:

Claims Eligible for Terminal Aggregate Stop Loss Reimbursement:

The Claim shall have an Incurred Date within the Stop Loss Period and a Paid Date within 12 months following the end of the Stop Loss Period.

Terminal Liability Amount: \$862,610.00

Estimated Plan Members: 217

Terminal Stop Loss Premiums: \$17,400.00

Exhibit "A" Issue Date: 5/17/2023



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Bailey Schindel, Human Resources Manager

DATE: June 20, 2023

SUBJECT: **PDCM Business Associate Agreement**

Attached for your approval is the Business Associate Agreement between the City of Cedar Falls and PDCM Insurance effective July 1, 2023. The benefits consulting contract between PDCM Insurance and the City of Cedar Falls was recently approved by Council and this agreement relates to that contract. City staff recommends approval. If you have questions regarding the attached, please contact me at 268-5531 or Jennifer Rodenbeck at 268-5108.

Attachment

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “Agreement”) is entered into as of the 1 day of July, 2023 (“Effective Date”) by and between City of Cedar Falls on behalf of the COMPANY GROUP HEALTH PLAN(S) (“Covered Entity”) and Pedersen, Dowie, Clabby & McCausland Insurance Inc (PDCM Insurance) (“Business Associate”). (Covered Entity and Business Associate may be individually referred to as the “Party” and collectively referred to as the “Parties.”)

WITNESSETH

WHEREAS, Business Associate performs functions, activities, or services (the “Services”) to, or on behalf of, Covered Entity that may involve access by Business Associate to Protected Health Information (“PHI”). Such Services are identified more fully in a separate agreement between the Parties include but are not limited to analysis of the plans, marketing if applicable, claim advocacy and more.

WHEREAS, Business Associate acknowledges that it is directly subject to certain requirements of the HIPAA Privacy, Security, and Breach Notification Rules (the “HIPAA Rules”) including 45 CFR §§ 164.308, 164.310, 164.312, and 164.316 of HIPAA;

WHEREAS, this Agreement is intended to ensure that Business Associate will establish and implement appropriate privacy and security safeguards with respect to PHI that Business Associate may create, receive, maintain or transmit in connection with the Services, consistent with the standards set forth in regulations and administrative guidance with respect to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, including without limitation the amendments in the American Recovery and Reinvestment Act of 2009 (“ARRA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and all implementing regulations, (“HIPAA”);

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties hereto agree as follows:

1. Definitions.

Terms used in this Agreement but not otherwise defined, shall have the same meaning as those terms in the HIPAA Rules. Such terms include but are not limited to the following Business Associate, Covered Entity, Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information (“Unsecured PHI”), and Use.

2. Obligations and Activities of Business Associate.

Business Associate agrees to:

- a. Not Use or Disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- b. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent Use or Disclosure of PHI other than as provided for by this Agreement. In doing so, Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate covenants that such safeguards shall include, without limitation, implementing written policies and procedures in compliance with HIPAA, conducting a security risk assessment, and training Business Associate employees who will have access to PHI with respect to the policies and procedures required by HIPAA;
- c. Report to Covered Entity any Use or Disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured PHI as required by 45 CFR §164.410, and any Security Incident of which it becomes aware, or through the existence of reasonable diligence should become aware. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of any unauthorized Disclosure of PHI by Business Associate or its agents or Subcontractors;
- d. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information in accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2);
- e. Abide by the following with regard to Individuals' access to PHI:

In order to allow Covered Entity to respond to a request by an Individual for access pursuant to 45 CFR §164.524, Business Associate, shall, within fifteen (15) business days of a written request by Covered Entity for access to PHI about an Individual contained in a Designated Record Set, make available to Covered Entity such PHI for so long as such information is maintained in the Designated Record Set. If PHI is stored offsite, PHI shall be made available to Covered Entity within twenty (20) days of Business Associate's receipt of written request.

In the event any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within ten (10) business days. Before forwarding any PHI to Covered Entity, Business Associate shall indicate in the Designated Record Set any material it deems unavailable to the Individual pursuant to 45 CFR §164.524.

Any denial of access to PHI determined by Covered Entity pursuant to 45 CFR §164.524, and conveyed to Business Associate by Covered Entity, shall be

the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.

f. Abide by the following with regard to amendment of PHI:

In order to allow Covered Entity to respond to a request by an Individual for an amendment pursuant to 45 CFR §164.526, Business Associate shall, within twenty (20) business days of a written request by Covered Entity for an amendment to PHI about an Individual contained in a Designated Record Set, make available to Covered Entity such PHI for so long as such information is maintained in the Designated Record Set.

In the event any Individual requests amendment of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within ten (10) business days of the receipt of the request. Before forwarding any PHI to Covered Entity, Business Associate shall indicate in the Designated Record Set any material it deems unavailable to the Individual pursuant to 45 CFR §164.526.

Any denial of amendment to PHI determined by Covered Entity pursuant to 45 CFR §164.526 (and conveyed to Business Associate by Covered Entity) shall be the responsibility of Covered Entity, including resolution or reporting of all appeals and/or complaints arising from denials.

Within twenty (20) business days of receipt of a request from Covered Entity to amend an Individual's PHI in the Designated Record Set, Business Associate shall incorporate any approved amendments, statements of disagreement, and/or rebuttals into its Designated Record Set as required by 45 CFR §164.526.

g. Abide by the following with regard to accounting of Disclosures:

In order to allow Covered Entity to respond to a request by an Individual for an accounting pursuant to 45 CFR §164.528, Business Associate shall, within fifteen (15) business days of a written request by Covered Entity for an accounting of Disclosures of PHI about an Individual, provide such accounting to Covered Entity.

At a minimum, Business Associate shall provide the following information regarding all Disclosures in the accounting: (i) the date of each Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of each Disclosure.

In the event any Individual requests an accounting of Disclosure of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within ten (10) business days.

Business Associate shall implement an appropriate recordkeeping process and may develop other reasonable processes and procedures to handle requests from Individuals, including a requirement that requests be made in writing, the creation of a form for use by Individuals in making such requests, and the right to charge the individual a reasonable cost-based fee to the extent consistent with 45 CFR §164.524.

Business Associate shall support Covered Entity in a manner that enables Covered Entity to meet its obligations under 45 CFR §164.528.

- h. Comply with the requirements under Subpart E of 45 CFR Part 164 (“Subpart E”) that apply to the Covered Entity in the performance of its obligation(s) to the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E;
- i. Permit the Secretary and other regulatory and accreditation authorities to audit Business Associate’s internal practices, books and records at reasonable times as they pertain to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity in order to ensure that Covered Entity is in compliance with the requirements of the Privacy Rule.
- j. Comply, and require any applicable Subcontractor to comply, with each applicable requirement of the Electronic Transactions Rule and any operating rules adopted by HHS with respect to such transactions if Business Associate (or any applicable Subcontractor) conducts electronic transactions on behalf of Covered Entity for which HHS has established standards.
- k. Not engage in any sale of PHI and not Use or Disclose Genetic Information for underwriting purposes as defined by or in violation of the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate.

- l. Business Associate may Use, Disclose and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity participates, in order to:

Assist in the proper management and administration of Business Associate and/or to carry out the legal responsibilities of Business Associate.

Perform the Services set forth in the Services Agreement or as identified in this Agreement.

Create de-identified information and/or Summary Health Information in conformance with HIPAA.

Provide data aggregation services on behalf of the Covered Entity.

Assist with other functions as determined necessary by the Covered Entity or as Required by Law.

- m. Business Associate warrants that Business Associate, its agents, and any Subcontractors shall not Use or Disclose PHI other than as permitted or required by this Agreement or Required by Law and shall not Use or Disclose PHI in any manner that violates applicable federal and state laws or would violate such laws if Used or Disclosed in such manner by Covered Entity.
- n. Business Associate agrees to make any Use, Disclosure, or request for PHI consistent with Covered Entity's Minimum Necessary policies and procedures. Covered Entity further understands and acknowledges that, to the extent Business Associate requests that Covered Entity Disclose PHI to Business Associate, such request is only for the Minimum Necessary PHI for the accomplishment of the Business Associate's purpose.
- o. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E if done by Covered Entity.

4. Obligations of Covered Entity.

- p. Covered Entity warrants that Covered Entity, its directors, officers, subcontractors, employees, affiliates, agents, and representatives (i) shall comply with each applicable requirement of the HIPAA Rules, including its Use or Disclosure of PHI; (ii) shall not Use or Disclose PHI in any manner that violates applicable federal and state laws; (iii) shall not request Business Associate Use or Disclose PHI in any manner that violates applicable federal and state laws if such Use or Disclosure were done by Covered Entity; and (iv) may only request Business Associate Disclose PHI directly to another party only for the purposes allowed by the Privacy Rule.
- q. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI or its obligations under this Agreement.
- r. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI or its obligations under this Agreement.
- s. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI or its obligations under this Agreement.
- t. In accordance with Section II (E) (F) and (G) and to allow Business Associate to perform its duties as stated in those Paragraphs, Covered Entity shall notify

Business Associate within five (5) business days of certain requests by Individuals (a) for access to PHI contained in a Designated Record Set, (b) to amend PHI contained in a Designated Record Set, or (c) for an accounting of certain disclosures of PHI. Covered Entity agrees that it shall only forward such requests to Business Associate if Covered Entity itself cannot properly handle such request.

- u. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E if done by Covered Entity.

5. Disclosure to Third Parties.

- v. Business Associate shall obtain and maintain an agreement with each Subcontractor and agent that has or will have access to PHI, which is received from or created or received by Business Associate on behalf of Covered Entity. Pursuant to such agreement, any such Subcontractor and agent of Business Associate agrees to be bound by the same restrictions, terms, and conditions that apply to Business Associate pursuant to the Agreement with respect to PHI.
- w. Business Associate shall also (i) obtain reasonable assurances from the person to whom the PHI is Disclosed that it will be held confidentially and only Used or further Disclosed as Required by Law or for the purpose for which it was Disclosed; and (ii) obligate such person to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been Breached.

6. Reporting of Breaches and Improper Disclosures.

- x. In the event of a Breach of any Unsecured PHI that Business Associate accesses, maintains, retains, modifies, records, stores, destroys, Discloses or otherwise holds or Uses on behalf of Covered Entity, Business Associate shall report such Breach without unreasonable delay and in no case later than thirty (30) calendar days after discovery of the Breach. Business Associate will treat a potential Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to Covered Entity's Privacy Officer. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period.
- y. Notice of a Breach shall include, to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed during the Breach. Business Associate shall also provide Covered Entity with any other available information that the Covered Entity is required to include in its notification to the Individual under 45 CFR §164.404(c) within the period set forth in the

preceding paragraph or promptly thereafter as information becomes available. Such information may include the date of the Breach, the scope of the Breach, Business Associate's response to the Breach, the identification of the party responsible for causing the Breach, if known, and any other information required by the applicable regulations. Absence of any of the above information will not be cause for Business Associate to delay the report to Covered Entity.

- z. Business Associate shall maintain such documentation as necessary to demonstrate that all required notifications to Covered Entity were made or that notification was not required as set forth in the HIPAA Rules. Furthermore, Business Associate shall adhere to the administrative requirements set forth in 45 CFR §164.414 as they relate to the Breach notification rules.
- aa. In the event of any Security Incident or other Use or Disclosure that does not constitute a Breach, but that is an unauthorized or improper Use or Disclosure of any PHI under this Agreement or applicable any law of which Business Associate becomes aware, Business Associate shall report to Covered Entity such Security Incident or other unauthorized or improper Use or Disclosure as soon as practicable, but in no event later than thirty (30) business days of the date on which Business Associate becomes aware of such Security Incident or improper Use or Disclosure. In such event, Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to Business Associate of such unauthorized or improper Use or Disclosure.

7. Term and Termination.

- bb. This Agreement shall become effective on the Effective Date and remain effective for as long as Business Associate is providing the Services or until the expiration of any Service Agreement, unless terminated sooner in accordance with this Agreement.
- cc. Where either Party has knowledge of a material breach of this Agreement by the other Party and cure is possible, the non-breaching Party shall provide the breaching Party with an opportunity to cure. Where said breach is not cured within thirty (30) calendar days of the breaching Party's receipt of notice from the non-breaching Party of said breach, the non-breaching Party may terminate this Agreement.

8. Return/Destruction of PHI Upon Termination.

- dd. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

- ii. If feasible, return to Covered Entity or destroy the remaining PHI that Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - iv. Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section III of this Agreement which applied prior to termination; and
 - v. If feasible, return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- ee. To the extent that return or destruction of PHI is not feasible as set forth above, Business Associate shall extend the protections and safeguards of this Agreement to the information and limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible. Business Associate shall remain bound by the provisions of this Agreement, even after termination of the Services, until such time as all PHI has been returned or otherwise destroyed as provided in this Section.

9. Miscellaneous.

- ff.* **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended and for which compliance is required.
 - gg.* **Governing Law.** This Agreement shall be construed and enforced according to HIPAA, and the laws of the state of Iowa (other than its laws respecting choice of law) to the extent not preempted by HIPAA.
 - hh.* **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with HIPAA.
- D. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of HIPAA.
- E. **Complete Integration.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written, unless expressly incorporated herein, related to the subject matter of the Agreement. Unless expressly provided otherwise herein,

this Agreement may not be modified unless in writing signed by the duly authorized representatives of both Parties. If any provision or part thereof is found to be invalid, the remaining provisions shall remain in full force and effect.

- F. **Successors and Assigns.** This Agreement will inure to the benefit of and be binding upon the successors and assigns the Parties. However, this Agreement is not assignable by either Party without the prior written consent of the other Party, except that Business Associate may assign or transfer this Agreement to any entity owned by or under common control with Business Associate.
- G. **Indemnification.** Business Associate shall release, indemnify and hold Covered Entity harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which are related to Business Associate's failure to perform its obligations under this Agreement. Covered Entity shall release, indemnify and hold Business Associate harmless from and against any claims, fees, and costs, including without limitation, reasonable attorneys' fees and costs, which are related to Covered Entity's alleged improper Use or Disclosure of PHI or other breach of or failure to perform its obligations under this Agreement.
- H. **No Third Party Beneficiaries.** The Parties agree that nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, or obligations or liabilities whatsoever.
- I. **Survival.** The respective rights and obligations of the Parties, as applicable, under Sections VII, VIII and IX.G of this Agreement shall survive the termination of this Agreement.
- J. **Remedies.** The Parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either Party has actual notice of an intended breach, such Party shall be entitled to a remedy of specific performance and/or injunction enjoining the other Party from violating or further violating this Agreement. The Parties agree the election of the Party to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right such Party may have to recover damages.
- K. **Independent Contractor Relationship.** Regarding its duties and responsibilities hereunder, Business Associate shall have the status of an independent contractor with respect to Covered Entity.
- L. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which may be deemed an original.
- MI. **Waiver.** The failure of Covered Entity or Business Associate to enforce or insist upon any of the applicable provisions of this Agreement shall not be construed as

a waiver of Covered Entity's or Business Associate's rights hereunder unless it is in writing and signed by a duly authorized officer of Covered Entity and Business Associate. A waiver with respect to one event shall not be construed as continuing, or as a bar to, or a waiver of any right or remedy as to subsequent events.

N. **Notices.** All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing and delivered either personally, or by certified mail with postage prepaid and return receipt requested, or by overnight courier to the party to be notified. All communications will be deemed given when received. The addresses of the parties shall be as follows; or as otherwise designated by any Party through notice to the other Party:

If to Covered Entity:

If to Business Associate:

City of Cedar Falls
220 Clay Street,
Cedar Falls, IA 50613

PDCM Insurance
PO Box 2597
Waterloo, IA 50704

Attn:

Attn:

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement on behalf of the party and on the date set forth below.

<p>Covered Entity: City of Cedar Falls</p> <hr/> <p>By: _____</p> <p>Print: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Business Associate: PDCM Insurance</p> <hr/> <p>By: _____</p> <p>Print: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM
Human Resources Division

TO: Mayor and City Council
FROM: Colleen Sole, Human Resources Specialist
DATE: June 9, 2023
SUBJECT: FY24 Insurance Renewal – Public Entity

Arthur J. Gallagher recently presented the renewal proposal to the City of Cedar Falls Risk Management Committee. Based on this year's numbers Gallagher provided two options, one with Travelers and the other with Princeton. In reviewing the options, the Risk Management Committee approved the incumbent carrier, Travelers. Princeton's premium came in significantly higher with some unfavorable coverages/limits. Per the renewal, the City did have increased exposures primarily in the areas of property and payroll, and carrier rates increased this year due to on-going economic issues throughout the country. However, the City's numbers came in very well with only a 7.7% increase with Travelers, based on the factors noted and the City's ability to manage its risk. The City was able to maintain its coverages and retentions/deductibles with Travelers. Coverages that saw an increase were the Liability Package, Property, Workers' Compensation, and a minimal increase of the Boiler and Machinery. In turn, Cyber Liability was a flat renewal and Crime remains on a three-year renewal term with no increase. The City will continue to process Property and Workers' Compensation claims through EMC Risk Services, and Traveler's will continue to process the City's Liability claims. Attached is a copy of the Client Authorization to bind coverage.

The Risk Management Committee respectfully requests your approval of these coverages for FY2024. If you have questions, please contact me at 319-243-2712.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 6/6/2023, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Package coverages Including General Liability, Law Enforcement Liability, Public Entity Management Liability, Employment Practices Liability
	Travelers Indemnity Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Automobile Liability and Auto Physical Damage
	Travelers Indemnity Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Liability
	Travelers Property Casualty Co of America
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Package
<input type="checkbox"/> Option # 1 – with \$1M APD <input type="checkbox"/> Option # 2 – with \$2M APD	The Princeton Excess and Surplus Lines Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Property
	Federal Insurance Company includes TRIA
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Equipment Breakdown
	Liberty Mutual Fire Insurance Company- includes TRIA
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime
	Allmerica Financial Benefit Insurance Co
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability
	Underwriters at Lloyd's, London
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Workers' Compensation
<input type="checkbox"/> Option # 1 – 1 Year term	Midwest Employers Casualty Company – Deposit Premium \$112,492
<input checked="" type="checkbox"/> Option # 2 – 2 Year Term	Midwest Employers Casualty Company - Deposit Premium: \$112,492

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

- Higher Excess Liability Limit
- Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

CITY OF CEDAR FALLS

By: _____
Print Name

Title

Signature

Date: _____



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 6, 2023
SUBJECT: Updated Finance Policies

Attached are Sections 3110 and 3111 of Finance Policies (f/k/a Accounting Policies and Procedures and Purchasing Manual). These sections have been updated to the new standard policy template and include the following revisions:

- CFD 3110: committee name change to Finance and Business Operations Committee; and the addition of guidelines for Emergency or Exigency Procurement under Grant Funding;
- CFD 3111: updated to adhere to the guidance from a Department of Housing and Urban Development site-monitoring visit to include language to document if at least two bids aren't received, the departments must substantiate the efforts they took in the process; and the leases item has been updated for GASB 87 reporting purposes.

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

CC: Jennifer Rodenbeck, Director of Finance & Business Operations

CFD 3110: Finance – Emergency ~~and~~ Rapid Need Purchases

Approved ~~August 1, 2022~~ June 20, 2023, by the ~~Director of Finance and Business Operations~~ City Council

DEFINITION:

- Emergency purchase: A purchase made when a situation or occurrence, which is of a serious nature, develops suddenly and unexpectedly and demands immediate action. This is applicable only to supplies and/or services whose immediate procurement is essential to prevent delays, which may vitally affect the life, safety, and health of citizens, or serious loss or injury to the City.

PROCEDURES:

1. Emergency Purchases.

- A. Prior Planning: Failure to exercise reasonable diligence and foresight in anticipating departmental requirements is not justification for using Emergency Procedures.
- B. Emergency Purchase During Regular Business Hours: Such purchases will be made by the requesting department using the following procedures:
 - 1). Notify the Controller/City Treasurer by telephone that an emergency purchase must be made describing the situation and the purchase to be made.
 - 2). Competitive quotations shall be solicited where possible and deemed appropriate by the Controller/City Treasurer. However, the purchase will be made where available in emergency situations, with consideration of delivery schedule a paramount consideration.
 - 3). If the purchase is less than the \$25,000, the emergency purchase shall be recorded by the Controller/City ~~Treasurer, and~~ Treasurer and shall be open to public ~~inspection~~ inspection.
 - 4). If the purchase is equal to or in excess of \$25,000 but less than \$50,000, the Controller/City Treasurer shall forward all related documents to the Director of Finance ~~&and~~ Business Operations. The Director will contact the City Administrator for approval to proceed and the documentation shall be open to public inspection.
 - 5). If the purchase is equal to or in excess of \$50,000, the Controller/City Treasurer shall forward all related documents to the Director Finance ~~&and~~ Business Operations who will forward to the City Administrator. The City Administrator will forward to the Mayor, Mayor Pro Tem, or the ~~Administration~~ Finance and Business Operations Committee Chair for approval to proceed and the documentation shall be open to public inspection.
- C. Emergency Purchase during other than regular business hours: Emergency purchases may be made by a Department Director during other than regular business hours. A Division Manager may be authorized in advance by a memo submitted by the Department Director.
 - 1). A written explanation of the emergency purchase shall be furnished to the Financial

Services Division no later than the following ~~work day~~workday. Any attempt to solicit competitive prices should be included in this statement.

- 2). If the purchase is less than \$25,000.00, a record of the emergency purchase shall be kept on file by the Controller/City Treasurer and shall be open to public inspection.
- 3). If the purchase is equal to or in excess of \$25,000, but less than \$50,000, the Controller/City Treasurer shall forward all related documents, including a report ~~from the requesting Department Director~~from the requesting Department Director to the Director of Finance ~~& and~~ Business Operations and to the City Administrator.
- 4). If the purchase is equal to or in excess of \$50,000, the Controller/City Treasurer shall forward all related documents, including a report ~~from the requesting Department Director~~from the requesting Department Director to the Director of Finance ~~& and~~ Business Operations and the City Administrator for presentation to the City Council.
- 5). Emergency Repairs of Public Improvements: Emergency repair of public improvements shall be in accordance with ~~the Code of Iowa~~ and in some situations in accordance with 2 CFR Part 200 when Federal funding is involved referenced in 2.B.

2. Rapid Need Purchases.

CAUTION: Rapid need requests will be closely scrutinized to prevent abuse. A rapid need purchase is justified when the need for the requested materials and/or services could not have been predicted. These materials and/or services must be procured in less than the normal allotted time span in order to continue a vital service to the community.

A. Rapid need purchase procedure:

- 1). The request may be telephoned to the Financial Services Division. with a written explanation to follow within one (1) workday.
- 2). If the situation warrants such action, authorization for purchase may be given by the Controller/City Treasurer, at the time of the telephone request, provided the total expenditure will not be in excess of \$25,000.
- 3). The requesting department shall solicit either written or telephone quotations or bids, if deemed appropriate.
- 4). If the purchase is in excess of \$25,000, the Department Director shall forward all related documents to the Director of Finance ~~& and~~ Business Operations for presentation to the City Council. If the City Council waives the requirement for formal bidding procedures, the requesting department shall make the purchase based on quotations or bids received.

B. Emergency or Exigency Procurement Under Grant Funding.

The City must follow the procurement requirements found at 2 C.F.R. §§ 200.317 – 200.326. However, Federal regulations allow for noncompetitive procurements under certain circumstances, including when the City determines that immediate actions required

to address the public exigency or emergency cannot be delayed by a competitive solicitation. This represents an exception to requirements for full and open competition. FEMA approval is not required for use of noncompetitive procurements under the emergency or exigency exception; however, the City must document its justification for using noncompetitive procurements and must still comply with other procurement requirements and ensure that costs are reasonable.

- 1). Department must Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) justify a noncompetitive procurement:
 - a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - d. After solicitation of a number of sources, competition is determined inadequate.
- 2). The Department must provide a brief description of the product or service being procured, including the expected amount of the procurement.
- 3). The Department must explain why noncompetitive procurement is necessary. If utilizing the exigency/emergency exception, the justification should explain the nature of the public exigency or emergency, including specific conditions and circumstances that clearly illustrate why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan for transition to competitive procurement cannot be the basis for continued use of noncompetitive procurement based on public exigency or emergency).
- 4). Department must state how long the noncompetitively procured contract will be used for the defined scope of work and the impact on that scope of work should the noncompetitively procured contract not be available for that amount of time (e.g., how long do you anticipate the exigency or emergency circumstances will continue; how long will it take to identify your requirements and award a contract that complies with all procurement requirements; or how long would it take another contractor to reach the same level of competence).
- 5). Describe the specific steps taken to determine that full and open competition could not have been used, or was not used, for the scope of work (e.g., research conducted to determine that there were limited qualified resources available that could meet the contract provisions).
- 6). The Department must describe any known conflicts of interest and any efforts that were made to identify possible conflicts of interest before the noncompetitive procurement occurred. If no efforts were made, explain why. If a conflict of interest is unavoidable, such as due to exigent/emergency circumstances, explain how it was unavoidable and any steps taken to address the impact of that conflict of interest.

4)7).The Department must include any other information justifying the use of noncompetitive procurement in the specific instance.

3. Payment of Emergency or Rapid Need Purchases.

- A. In all situations the invoice will need to be reviewed and entered following the procedures outlined in CFD 3107.
- B. In circumstances where a check in excess of \$200 must be written immediately that should have Council approval, the Controller/City Treasurer shall contact two members of the Cedar Falls City Council (Ordinance No. 2968 Sec. 2.512(b)(7)b). After approval is received, the Controller/City Treasurer shall attach a written statement explaining the situation and the approvals received.

CFD 3111: Finance Policy – Quotations and Bids

Approved ~~January 17, 2023~~ June 20, 2023, by the ~~Director of Finance and Business Operations~~
City Council

PROCEDURES:

1. **Basis for Quotations or Bids.** When a department determines a need to purchase an item, that department will seek a source of the requested materials and/or services.
 - A. Requirements for solicitation of bids and quotations: The material and/or services requested and approved for purchase are of significant value and/or of a competitive nature.
 - B. Exemptions from competitive quotation and bidding procedures:
 - 1). Repair parts of a sole source nature shall be exempt from competitive quotation and bidding procedures.
 - 2). Specialized services shall be exempt from the competitive quotation and bidding process, as deemed appropriate by the Director of Finance &and Business Operations except as required by State Law.
 - 3). Specialized items of a technical nature shall be exempt from competitive quotation and bidding procedures, except as required by State Law.
 - 4). Utilization of State of Iowa, General Services Administration (GSA), National IPA, OMINIA Partners, US Communities, or other state or federal joint purchasing cooperation. Competitively bid State of Iowa or other state or federal contracts available to political subdivisions may be utilized in lieu of soliciting written bids or verbal quotation for the purchase of commodities and services.
 - C. Special Conditions:
 - 1). Proof of insurance: Proof of insurance may be required for public improvement projects, services to be performed on City property, or other contracts for equipment or services. The amount of coverage required shall be based on risk factors and determined by the City's Risk Management Committee.
 - 2). Affirmative Action compliance: The City of Cedar Falls adheres to Local, State, and Federal Laws which require that businesses providing goods and services to the City of Cedar Falls are Equal Opportunity Employers. Any contract entered into by the City of Cedar Falls in accordance with this policy ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to requests for bids. They will not be discriminated against on the grounds of race, color, or national origin in consideration of the contract award.
 - 3). The responsible bid requirement focuses on the bidder, which means the bid is submitted by a bidder who has the financial and technical ability to perform and complete the required work. The responsive bid requirement focuses on the bid and is a check to ensure the bidder agrees to all that is required in the plans, specifications and other requirements of the project.

D. Unique Requirements of Government Contracts

- 1). All purchases funded through a State or Federal grant must follow all additional procedures required by the grantor. All bid specifications for a purchase that is funded through a State, or a Federal grant must list all additional specifications for the goods or services that are required by the grantor. Any contract funded through a federal grant shall comply with 2 CFR 200.318 through 200-326 and Appendix II to Part 200.
 - 2). Contractors must be evaluated when bids are received on their ability to meet State or Federal requirements. The City will not award a federally funded contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). www.sam.gov. In addition, no purchases to be covered by a grant can be made prior to the execution of the grant agreement unless approved by the grantor.
2. **Public Improvement (Vertical Infrastructure) Bidding Procedures.** Formal bidding procedures will be used exclusively for public improvement projects in excess of the minimum threshold amount as determined by the State of Iowa and in accordance with Chapter 26 of the Code of Iowa. Iowa Code Section 314.1B establishes vertical bid thresholds for city projects. These thresholds may be adjusted each year effective January 1. A public improvement project is defined as a building or construction work which is contracted under the control of a governmental entity and is paid for in whole or in part with funds of the governmental entity, including a building or improvement constructed or operated jointly with any other public or private agency, but excluding urban renewal demolition and low-rent housing projects, industrial aid projects authorized under chapter 419, emergency work or repair or maintenance work performed by employees of a governmental entity, and excluding a highway, bridge, or culvert project, and excluding construction or repair or maintenance work performed for a city utility under chapter 388 by its employees or performed for a rural water district under chapter 357A by its employees. For highway, bridge, and culvert projects please refer to section 11.3 below.
- A. A "Notice of Request for Bids" shall be posted in three separate places (as noted below) not less than thirteen (13) nor more than forty-five (45) days before the bid filling deadline.
 - 1). A relevant contractor plan room service with a statewide circulation.
 - 2). A relevant construction lead generating service with state wide circulation
 - 3). An Internet site sponsored by either a governmental entity or a statewide association that represents the governmental entity.
 - B. The notice shall contain the following information:
 - 1). The time and place for filing sealed bids.
 - 2). The time and place sealed bids will be opened and considered on behalf of the City.
 - 3). The general nature of the public improvement on which bids are requested.
 - 4). In general terms when the work must be commenced and completed.

- 5). That each bidder shall accompany the bid with a bid security as defined in section 26.8 and as specified by the City.
 - 6). Any further information, which the City deems pertinent.
- C. A public hearing on the proposed plans, specifications, form of contract, and estimated cost has been held in compliance with Chapter 26 of State of Iowa. A notice of the public hearing shall be published in one (1) official designated City newspaper not less than four (4) nor more than twenty (20) days prior to the date of the hearing.
- D. Preparation of contract documents will include preparation of the Notice to Bidders as required by the Code of Iowa. The notice will be furnished to the City Clerk with the preliminary plans and specifications and the City Clerk will arrange for the publication of the notice.
- E. Unsuccessful bidders shall be entitled to the return of bid bonds. A successful bidder shall forfeit any surety required upon failure to enter into a contract within the time span specified.
- F. Disposition of Bids and Bid Bonds:
- 1). Bids shall be opened at the time and place specified in the "Notice of Request for Bids."
 - 2). A Tabulation of bids received shall be made and shall be available for public inspection.
 - 3). A summary of all bids shall be retained in the Financial Services Division.
 - 4). One (1) copy of the original offer and award form shall be forwarded to the City Clerk after the opening of the bids.
 - 5). The requesting department will consult with the Director of Finance &and Business Operations before the final recommendation for award is submitted by the requesting department to the City Council if the project is not included in the budget or capital improvements program or if the bid received is in excess of the budgeted amount.
 - 6). The City Council shall award all formal contracts.
 - 7). The City Attorney shall review the standard contract to be used. If there are modifications to the standard contract, the City Attorney will review the contract before it is approved by Council.
 - 8). The City Council shall approve all performance bonds for construction contracts.
 - 9). Following the City Council's award of contract, and approval of the performance bond when required, the requesting department shall award the contract.
 - 10). The responsible department shall return bid bonds to unsuccessful bidders following the award of contract by the City Council, and the approval of the performance bond when required.
 - 11). The City Clerk shall prepare contract documents when necessary and shall forward

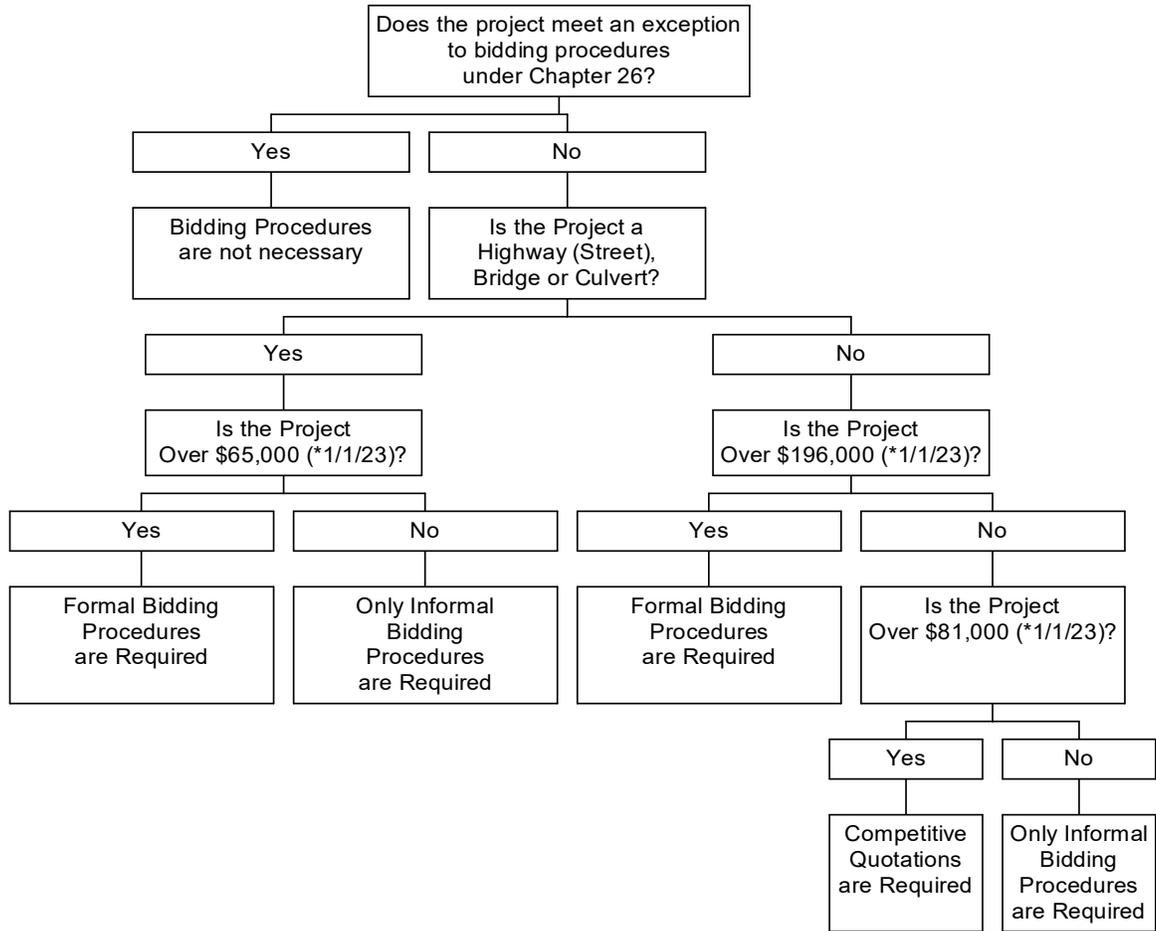
completed contract documents to the successful bidder as awarded by the City Council.

- G. If a public improvement is less than the threshold as determined by the State of Iowa (\$196,000 1/1/23) and more than the threshold as determined by the State of Iowa (\$81,000 1/1/23), formal bidding procedures are not necessary. However, competitive quotations must be received. When competitive quotations are required, the City shall make a good faith effort to obtain quotations for the work from at least two (2) contractors regularly engaged in such work prior to the letting of a contract.
- 1). The quotes shall be solicited by the appropriate department.
 - 2). After quotes are received the department determines the lowest bid.
 - 3). The summary of quotes are to be provided to Financial Services where they will be kept on file.
 - 4). A contract for the improvement shall ~~than~~ be approved by City Council.
- H. If a public improvement falls under the minimum threshold as determined by the State of Iowa, neither formal bidding procedures nor competitive quotations are necessary.
- 1). The department responsible for the project should make an effort to receive a fair and reasonable price for the project.
 - 2). If a contract is needed for the project, it shall be approved by the City Council.
- I. All public improvements in excess of \$25,000 must have a resolution passed by City Council authorizing the expenditure of funds.

3. **Highway, Bridge, and Culvert (Horizontal Infrastructure) Bidding Procedures.**

- A. If a horizontal infrastructure project is more than the threshold as determined by the State of Iowa. Iowa Code Section 314.1B establishes horizontal bid thresholds for city projects. These thresholds may be adjusted each year effective January 1. Formal bidding procedures are required as described in section 11.2
- B. If a horizontal infrastructure project is less than the threshold as determined by the State of Iowa, formal bidding procedures and competitive quotations are not required.
- 1). The department responsible for the project should make an effort to receive a fair and reasonable price for the project.
 - 2). If a contract is needed for the project, it shall be approved by the City Council.

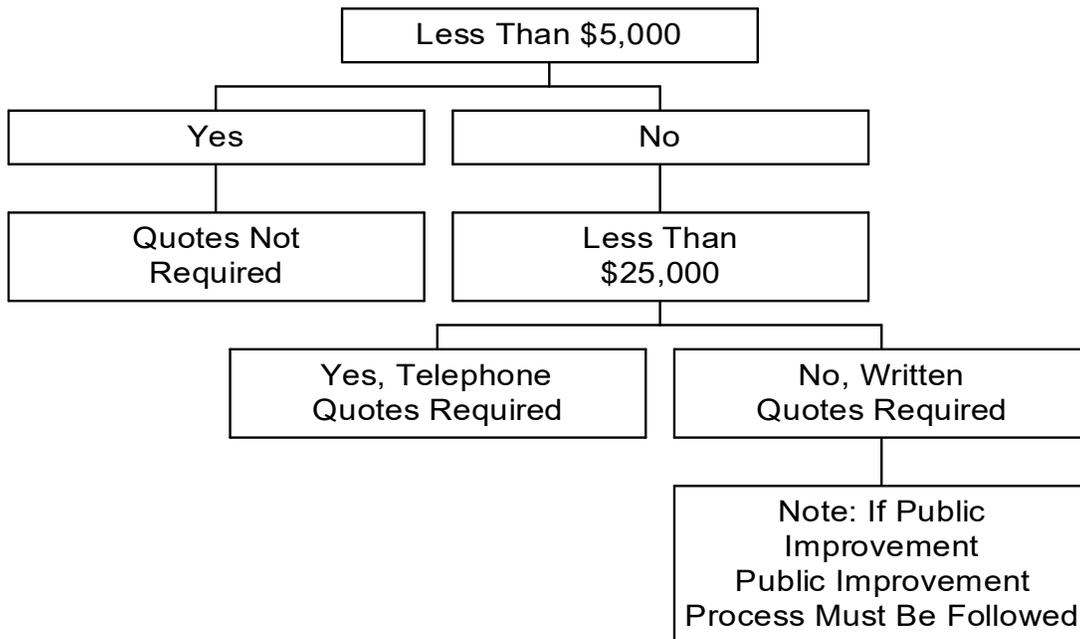
Public Improvement Bidding Procedures



* Iowa Code Section 314.1B establishes vertical and horizontal bid thresholds for city projects. These thresholds may adjust each year effective January 1. See https://iowadot.gov/local_systems/Bid-and-quote-thresholds

4. **Written Quotations.** Requests for the purchase of equipment, commodities and/or services with an estimated value of \$25,000 or greater shall receive written quotations. All requests in excess of \$25,000 must have a resolution passed by City Council authorizing the expenditure of funds, unless as described in Section 7.04(6) under vehicle purchases that have been programmed as a part of the City's Cash Management Plan. A purchase of equipment, commodities and/or services with a total of less than \$25,000.00 shall be evaluated by the requesting Department Director to determine if the material and/or services requested meet the requirements for requesting quotations.
- A. 10-30 days should be allowed from receipt of an approved Requisition and any required specifications to award of purchase.
 - B. Telephone quotations must be taken by the requesting department on purchases of equipment, commodities, and/or services in excess of \$5,000 and less than \$25,000.
 - C. If it is determined to be in the best interest of the City, written quotations will be requested by the using department.
 - D. Awards of formal or informal bids on the purchase of equipment, commodities, and/or services shall be made by the requesting department director. Award shall be based on the lowest and best bid as determined by the requesting department.
 - E. The bids and quotations shall be filed with the Financial Services Division.

**Purchasing Flow Chart
Equipment, Commodities and/or Services**



5. **Competitive Negotiations.** If under \$25,000.00 and if deemed appropriate by the Director of Finance **&and** Business Operations, competitive negotiations may be used rather than competitive sealed bids or quotations. If over \$25,000.00, City Council approval is required prior to commencing competitive negotiations.
 - A. A Negotiating Team shall be formed consisting of representatives of the Finance **&and** Business Operations Department and the requesting department. Technical advisors may also be included if applicable.
 - B. Prospective bidders will be supplied with a request for a proposal. This request will state in general terms the materials and/or services to be purchased, and will include the evaluation criteria.
 - C. The Negotiating Team will review the proposals received and will then negotiate with bidders to procure the materials and/or services required.

6. **Professional Consultants.** These procedures will assist in identifying prospective consultants, selecting the most qualified consultant for the project, and developing a consultant contract that will best protect the City's interest. These procedures shall not conflict with federal or state rules or regulations as they relate to professional consultants.
 - A. The following procedures should be utilized whenever consultant work in excess of \$50,000.00 is required. When consultant work of less than \$50,000.00 is required, procedures (3) through (9) concerning the need to make a consultant selection from among several prospective consultants may be eliminated. Staff may then negotiate a contract with a consultant qualified to perform the work desired. If the consultant work is in excess of \$50,000, however, the work is an extension of an existing or prior project, please see Part 6.B below.
 - 1). Establish a selection team consisting of appropriate City staff and other City officials as designated. Technical advisors may also be included if applicable. The selection team should be involved in all phases of the selection process.
 - 2). Identify in writing the preconceived needs of the City, including a general statement of what City staff perceives the scope of services to be. The City's scope of services may be adjusted after the consultant interviews due to information provided by prospective consultants in the interviews that results in an alteration of the work plan.
 - 3). Send out a Request for Proposal to pre-qualified consultants who have been identified as performing professional services similar to the needs of the City. It will be the responsibility of the selection team to determine who the qualified consultants are. Ideally, requests for qualifications should be sent to three to seven consultants depending on the number of consultants available to perform the type of work desired. The scope of services of the City should be included in the letter sent to prospective consultants. In addition, the letter should include a brief community profile, the contact information for the selection team, and any other information, which may be useful to prospective consultants. In some instances, the request should also contain the information in item (7) below.

- 4). The following should be considered in order to obtain a list of at least three consultants from which to send requests for proposals:
 - a. Always include all the local consultants that appear to have the expertise necessary to perform the desired work.
 - b. Contact state and national professional consulting associations and other communities who have utilized consultants to perform this type of work in the past.
 - c. If it is necessary to reduce the list to a manageable size, preference should be given to those consultants which are located in the closest proximity to Cedar Falls along with those firms which the City may know are exceptionally qualified to perform the desired work.
- 5). The request for proposal should ask each candidate to submit:
 - a. A general profile of their firm.
 - b. The qualifications of the personnel to be used on this project, the projects which the consultant and those individuals have performed of a similar nature, and their availability to perform the desired work within the time frame specified by the City.
- 6). The selection team should meet to review the qualifications of the consultants, which submit letters of interest to determine those consultants who appear to be qualified and can meet the City's time frame. Check the past work record of those consultants with entities who have utilized their services in the past to perform similar projects and determine their level of satisfaction with the consultant's work. Based on this review, reduce the list to three or more consultants from which to interview, if that many consultants can demonstrate expertise for furnishing services.
- 7). Ask each interviewee to submit, prior to the interview, a preliminary scope of services for the project, the company organization, and the name of the project coordinator/manager who will be utilized for this project. Request that the project coordinator/manager be present at the interview session. This consultant should also submit information concerning the availability of personnel to be assigned to the project, a typical form of contract that they have used on similar projects, and a sample of a written report, which they have developed on a similar assignment. Set a time for the interview and inform the consultant of the amount of time to be allowed for the consultant's formal presentation.
- 8). Interview Session:
 - a. The selection team will conduct all interview sessions, which are to be held in private. The selection team should meet prior to conducting the interviews to develop a list of questions to ask the interviewees and to establish weighting criteria to evaluate the consultants. The weighting criteria should include both cost and quality factors such as those identified in (b) and (c) below:
 - b. Ask each consultant to make a formal presentation within the predetermined time limit describing their credentials and how they would solve the needs of the City. Consultants should also indicate how they have solved similar assignments for other

communities.

- c. Following the formal presentation, interaction with the interviewee should take place with questions covering the following topics and others which may be appropriate:
 - (a) Question the personal credentials if not properly identified during the formal presentation (license to practice, etc.).
 - (b) Question the availability of the consultant to perform the work (particularly if their present work load appears to be substantial) and how successful they have been in completing other projects on time. Also ask if the work to be accomplished is with present staff or through additions to the consultant's staff.
 - (c) Ask each consultant to define how they see the problem and what they see as the City's goals and objectives in using their consultant's services.
 - (d) Ask questions concerning the procedures and methods the consultant proposes to use to solve the problem and attempt to challenge the problem. Also, attempt to challenge the consultant to provide innovations they would use to solve this problem. Also, attempt to obtain the consultant's knowledge of the state-of-the-art technology in this field.
 - (e) Ask for a budget range, which the consultant expects to expend to conduct this project.
 - (f) Ask the consultant about the facilities and equipment they either own or have access to for use on this project, including computer equipment, reproduction and communication equipment, laboratory and testing equipment, and other specialized equipment applicable to this project.
 - (g) Ask each consultant if any of his or her professional services for this project are to be subcontracted. Also, ask if any of their services are to be performed as a joint venture with another firm. If the project is receiving federal aid, the consultant shall provide proof of adhering to federal aid guidelines for subcontractors.
 - (h) Discuss the typical form of contract used for this service on this type of project or alternative forms of contract.

9). Selection Process:

- a. The selection team should meet to evaluate each consultant, utilizing the team's previously established weighting criteria. Conduct phone interviews with references provided by the consultant to determine those entities' satisfaction with the consultant's past performance. In addition, the selection team should attempt to contact other entities that have utilized the consultant other than those entities provided as references by the consultant. If desirable, conduct an on-site examination of the consultant's facilities and equipment to better determine the consultant's ability to perform the assignment.
- b. Cedar Falls and Iowa consultants should be given preference if equal proposals are

received from more than one consultant, unless prohibited by Federal Law.

c. Make a selection.

10). Negotiate with the consultant selected as first choice and develop a contract. The following (a) through (f) identify provisions, which should be included in consultant contracts. Examples of these and other contract provisions can be obtained by contacting the City Clerk's Office, which has actual City/consultant contracts on file.

a. Agree to the details of each scope of service to be provided including initiation and completion dates for the entire project and major phases of the project as necessary.

b. Determine the basis for charges, always including a maximum dollar limit not to be exceeded.

c. Include a provision that the consultant will notify the City in writing if he/she feels that the City is directing the consultant to perform work beyond the scope of services. This notification will include an estimate of the cost, which the consultant proposes for the additional work. Any work to be performed by the consultant beyond the scope of services must be preceded by written authorization from the City requesting such work.

d. If it is anticipated that this contract will result in additional phases of work, negotiate the method of payment to be employed for future contract(s).

e. Include termination provisions in the contract.

f. Include in the contract a provision that the City will assume possession of the final report, documents, and drawings/renditions produced in the course of the project, which are desired by the City.

11). If the negotiations are unsatisfactory, terminate the negotiations and utilize the procedure outlined in item 10) above to negotiate a contract with the interview committee's second choice.

B. If a project is an extension of a current or prior contract, the same consultant may be selected without utilizing the procedures outlined above. Examples of an extension of a contract may include: projects where there are multiple phases and a consultant was selected for an earlier phase, a consultant was selected for a project whose geographical location and project components are contiguous to the upcoming project, or if on a joint private-public project a consultant was selected by the private party and it is cost-effective for the public party to utilize the same consultant. If the consultant work meets these contract extension criteria, staff may negotiate a fair and reasonable price with the consultant.

C. If a consultant is needed for select studies that are legally confidential, a consultant may be selected by staff after council has directed the staff to proceed with the study.

7. Special Evaluation Criteria.

A. The City must make a good-faith effort to obtain bids, formal or informal, from at least two

contractors, regularly engaged in the required work before awarding the contract. In cases where two or more bids, formal or informal, are not received, Department must document to substantiate the effort to obtain two or more bids or document if re-bidding is not deemed necessary.

A.B. Local Preference.

- 1). In cases where two or more bids, formal or informal, are equal in all aspects, preference shall be given to the local (Cedar Falls business) bidder.
- 2). In cases where two or more bids, formal or informal, are equal in all aspects, preference shall be given to the Iowa vendor if one of the equal bids is not a Cedar Falls business.
- 3). A City department making a purchase request may recommend to the Director of Finance &and Business Operations purchase of an item from a Cedar Falls business if it is slightly higher than the lowest bid or quotation and if the item's total cost is within the constraints of the line-item budget. The selection of a slightly higher quotation must be supported with written documentation that maintenance, accessibility, or service benefits make the purchase financially advantageous in the long run. This policy should only apply to items, which may be purchased by quotation and does not apply to contract for professional services or construction projects, which require bids or other select processes.

B.C. Total Cost of Ownership

- 1). Life cycle cost formulas shall be used where applicable.
- 2). Factors such as service, location and availability, warranty, maintenance records, etc. shall be considered where applicable.

C.D. Vendor performance records shall be considered where applicable.

D.E. In Resolution #8170 the City Council of the City of Cedar Falls supported the development of City-wide recycling projects and the effort of area recyclers, and the City also adopted a recycling policy to guide its own actions, which included the use of recyclable and recycled paper products whenever appropriate to the need and available at a reasonable rate.

8. **Change Order Policy – Formal Contracts.**

A. **Field Changes and Unit Changes:** this type of change order consists of those items, which are necessary to carry out the intent of the original contract.

- 1). The Department Director or designee serving as "project manager" shall have the authority to approve individual field and unit changes up to \$200,000 and when the combined total of all field and unit changes does not exceed 15% of the original contract, subject to the budget provisions in 8.A.4). below.
- 2). When an individual field and unit change exceeds \$200,000 or the combined total of all field and unit changes exceeds 15% of the original contract, the "project manager" must submit a Change Order Expansion Request to the Department of Finance & Business Operations for approval of the City Council. Prior to City Council action the Department

of Finance &and Business Operations shall determine the potential sources of funding for the change order overage.

- 3). It will be the responsibility of the "project manager" to keep a running total of change orders for each contract and ensure individual -change orders do not exceed \$200,000 or the combined total of all field and unit changes does not exceed 15% of the original contract.
- 4). Total change orders when totaled with the original contract shall not exceed the projects budgeted appropriations previously approved by the City Council.

B. Scope of Work or Project Boundary Change Orders: This type of change order consists of those items, which are outside the scope of the original contract.

- 1). When a "project manager" requests a scope of work or project boundary change they must submit the proposal to the Department of Finance &and Business Operations for City Council endorsement.
- 2). The Department of Finance &and Business Operations will determine if funds are available in the Capital Projects Fund, operating capital account, or Bond Fund.
- 3). Once financial options are determined the Department of Finance &and Business Operations shall submit the change to the City Council for endorsement and amendment of the project budget.

9. **Appraisal Contracts.**

- A. Through the course of purchasing or selling property, the City will need to obtain appraisals to determine the fair and reasonable value of a property.
- B. The City shall solicit Request for Proposals (RFPs) for appraisal services.
 - 1). The requests will be sent to at least three appraisal firms.
 - 2). The proposals shall be evaluated by the Departments of Community Development and Finance &and Business Operations and a selection made.
- C. As an alternative, the City may elect to do an annual RFP for appraisal services. The same procedures listed in 9.B above shall be used and then the firm will have a one-year contract to perform all appraisals for the City during that year. The City may elect, however, at any time during the year to seek new RFPs for select appraisals if advantageous to the City.

10. **Leases-Purchase and Rental Agreements.**

A. Lease-Purchase:

- 1). A contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. An agreement that conveys the right to use property, plant or equipment, usually for a stated period of time, that meets one or more of the criteria set forth in SFAS No.13 for lease capitalization. The criteria are:

- ~~a. The lease transfers ownership by the end of the lease term.~~
- ~~b. The lease contains a bargain purchase option.~~
- ~~c. The lease term is equal to 75% or more of the estimated economic life of the leased property.~~
- ~~d. The present value of the minimum lease payments equal or exceed 90% of the fair value of the lease property.~~

- 2). An evaluation shall be made by the department making the purchase to determine if lease ~~purchase~~ or cash purchase of a piece of equipment is more cost effective.
- 3). If a lease ~~purchase~~ is considered the most cost effective method of obtaining property, the purchase shall be made in accordance with other provisions in this manual and shall be approved by Finance &and Business Operations

~~B. Rental Agreement:~~

- ~~1). A rental agreement is any lease agreement that does not meet the criteria for capitalization set forth in SFAS No.13 and described in Section 11.09 1a.~~
- ~~2). An evaluation shall be made by the department making the purchase to determine if rental of equipment or a cash purchase is more cost effective.~~
- 4). A LeaseRental agreement for all vehicles or for equipment with a fair market value greater than \$5,000 requires prior approval of the Finance &and Business Operations Department.
- 3)5). All leases entered into should be forwarded to Financial Services Division for review for GASB 87 reporting purposes.

11. Payments and Retention from Payments on Formal Contracts.

A. Department's responsibilities:

- 1). Process the bills from contractors and withhold 5% of retainage on each contractor payment.
- 2). Receive final acceptance of the project from the City Council.
- 3). Process the bill that will pay the five percent retainage and notify the Financial Services Division that the payment must be held for thirty days.
- 4). Provide to Financial Services the appropriate contractor information prior to the start of the project for registration of sales tax exemption certificates.

B. Financial Services Responsibilities:

- 1). Write and deliver the checks making monthly pay estimates to the contractors.

- 2). Hold the final payment for thirty days after final acceptance by Council.
- 3). Register the project and contractors with the State on-line system at the beginning of the project for sales tax exemption certificates.

C. Early Release of Retainage:

- 1). At any time after all or any part of the work on the formal contract is substantially completed, the contractor may request the release of all, or part of the retained funds owed. The request by the contractor shall be accompanied by a sworn statement of the contractor that, ten calendar days prior to the filing of the request, notice was given to all known subcontractors, sub-subcontractors, and suppliers.
- 2). A project is considered substantially complete if the project has been substantially completed in general accordance with the terms and provisions of contract; if the project is substantially complete so that the City can occupy or utilize the public improvement for its intended purpose; if the public improvement has been designated substantially complete by the architect or engineer on the project; or if the project is considered substantially complete because the City is occupying or utilizing the public improvement for its intended purpose.
- 3). After receiving the request, if the contractor has met the requirements noted above, the City must release the retainage within thirty (30) days.
- 4). The City does reserve the right to withhold 200% of the value of the uncompleted work as determined by the City.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Mayor Green and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 5, 2023
SUBJECT: Merchant Card Processing Services Contract

The City of Cedar Falls contracts with Professional Solutions Financial Services to provide merchant card processing services for 10 point of sale locations and five online gateways for City services. The current contract expires June 30, 2023. This contract has an extension agreement. We can extend the agreement for two additional years and have chosen to extend the agreement.

The recommendation is based on several factors. Professional Solutions Financial Services has a low fee schedule and we have been very happy with the service they provide the City. They also are able to provide on-line reporting for each merchant account.

Attached please find an extended contract with Professional Solutions Financial Services for the period of July 1, 2023 – June 30, 2025, for your approval.

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
 MERCHANT CARD PROCESSING AGREEMENT

This Agreement is by and between Professional Solutions Financial Services ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

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

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

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

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

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor. The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of

the Contractor, the invoice number, the date services were performed, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "A".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

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

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

3.0. Taxes.

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

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

4.0. Use of Documents

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

5.0. Termination.

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

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

6.0. Warranties.

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

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

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

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

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

7.0. 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 Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "B". The City may at any time during the term of this Agreement require proof of such insurance.

10.0. Compliance with Laws and Regulations.

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

11.0. 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.

12.0. Non-Collusion.

12.1. 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.

12.2. 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.

12.3. 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.

13.0. Nondiscrimination and Equal Opportunity.

13.1. 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.

13.2. 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.

14.0. 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.

15.0. Force Majeure.

15.1. 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.

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

15.3. 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.

16.0. 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.

17.0. Governing Law.

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

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

18.0. 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.

19.0. Public Record.

19.1. 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.

19.2. 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.

19.3. Notwithstanding Sections 19.1 and 19.2, 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.

20.0. Debarment.

20.1. 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.

20.2. 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.

21.0. Entire Agreement.

21.1. 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.

21.2. 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.

22.0. Extension of Agreement.

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

23.0. 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: Professional Solutions Financial Services

Name: Ahmed Ibrahim

Title: Business Development Manager & Officer

Address: 14001 University Avenue
Clive, IA 50323

Telephone: (515) 313-4672

Email: aibrahim@profsolutions.com

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

CONTRACTOR

Professional Solutions Financial Services

By: 

Its: Ahmed Ibrahim, Business Development Manager & Officer

Date: 5-23-23

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

EXHIBIT A**SCOPE OF MERCHANT PROCESSING SERVICES**

1. That Professional Solutions Financial Services will:
 - A. Provide Credit Card Processing for eleven point of sale locations and five online gateways. The 11 point of sale locations are City Hall, Cedar Falls Recreation Center, Visitor and Tourism Center, Hearst Center for the Arts, Falls Aquatic Center Admissions, Falls Aquatic Center Concessions, Cedar Falls Library, Cedar Falls Inspection Services, Cedar Falls Transfer Station, and Cedar Falls Police Department; and the five gateways are for Cedar Falls Parking Violations, Cedar Falls Parking App, Cedar Falls Permits, CIVICREC, and LAMA. The credit card processing fee will be at the Cost Plus rate, plus .2% basis points, and 10 cents per VISA/MasterCard/Discover transaction (see application for fees).
 - B. Provide 17 point of sale merchant card terminals for free use, at no cost to the City.
 - C. Provide the City with online merchant reporting through mymerchant.ncmicfinance.com, this will allow the City to review account activity daily, and have reports available.
 - D. Provide separate monthly Merchant Billing Statements for each location.

10-12-2022

Exhibit B
INSURANCE REQUIREMENTS
FOR GOODS & SERVICES
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 any person or entity 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 issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 2-3 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 3-4 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

<i>Required Endorsements - sample endorsements Pages 3-4 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity – Code of Iowa §670.4)	Equivalent to sample on Page 4 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit (if applicable)	CG 25 03 05 09 or Equivalent

B. Automobile Liability

Coverage is required for non-owned and hired vehicles if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	<i>If required</i>

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
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ENDORSEMENTS:

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
 (Waiver of Subrogation Endorsement)**

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

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.

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

AGENCY CUSTOMER ID: NCMIGRO-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY AssuredPartners Great Plains, LLC		NAMED INSURED NCMIC Group Inc. 14001 University Avenue Clive IA 50325-8258	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

City of Cedar Falls are Additional Insured when required in a written insured contract, written agreement or written permit with respects to the Auto Liability policy per form 16-02-0292 (11/16)

Waiver of Subrogation applies when required in a written contract or agreement to the Auto Liability policy per form 16-02-0292 (11/16)

Umbrella policy is follow form

Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)

Auto Liability policy is primary and non-contributory for Additional Insureds per form DA-21886b (06/14)

Waiver of Governmental Immunity applies in favor of City of Cedar Falls with respects to the General Liability policy per form GA4217 IA (05/03)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL IMMUNITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Organization:

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following:

Nonwaiver of Government Immunity

The purchase of this policy and naming 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.

Claims Coverage

This policy 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.

Assertion of Government 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.

Non-Denial of Coverage for Governmental Immunity

We shall not deny coverage or 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.

CHUBB®

**Liability Insurance
Financial Institutions Extension For
Commercial General Liability Insurance**

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All of the provisions contained in the other forms that comprise this policy, including the Commercial General Liability Coverage Form, apply, unless they have been deleted or modified by this Financial Institutions Extension for Commercial General Liability Coverage.

Section I - Coverages

Under Section I - Coverage A - Bodily Injury And Property Damage Liability, Paragraph 1. Insuring Agreement is amended to include the following:

Coverage A - Bodily Injury And Property Damage Liability - Insuring Agreement Amended

- g.** Unless otherwise indicated, this insurance applies to “bodily injury” and “property damage” involving:
 - (1) Automated teller machines;
 - (2) “Foreclosed property”;
 - (3) Property in any trust, guardianship, agency or estate for which you are acting in a fiduciary or representative capacity; and
 - (4) Property which you own and lease to others, when specific insurance, which would customarily protect your interest and which you require your lessees to carry, is non-existent, invalid, insufficient or uncollectible.

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Exclusion a. is deleted and replaced with the following:

- a. Expected Or Intended Injury**
 “Bodily injury” or “property damage” expected or intended from the standpoint of the insured, even if the actual “bodily injury” or “property damage” is of a different degree or type than intended or expected. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Paragraph (2) of Exclusion g. is deleted and replaced by the following:

- Non-Owned Watercraft Under 55 Feet**
 This exclusion does not apply to:
- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used to carry persons or property for a charge;

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Exclusion g. is amended to include the following exception:

- Non-Owned Aircraft Exception**
 This exclusion does not apply to:
- (6) An aircraft you do not own provided:
 - (a) The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) It is rented with a trained, paid crew; and
 - (c) It does not transport persons or cargo for a charge.

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Exclusion J. is amended to include the following exception:

- Damage To Property - Exception For Equipment Loaned Or Rented To The Insured**
 Paragraphs (3) and (4) of this exclusion do not apply to “property damage” to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Exclusion p. is deleted and replaced by the following:

Electronic Data - Exception For Physical Injury To Tangible Property

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.

However, this exclusion does not apply to:

- (1) "Bodily injury"; or
- (2) Physical injury to tangible property.

As used in this exclusion, 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, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Exclusion f, Subparagraph (1)(a) is deleted and replaced by the following:

Pollution For Financial Institutions With An Exception For Damage To Rented Premises Caused By Hostile Fire

(a) At or from any premises, site or location:

- (i) Which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (ii) To which any insured has perfected their right to possession;
- (iii) To which any insured has been given the deed or title;
- (iv) For which a judicial or other foreclosure proceeding has been initiated by or on behalf of any insured, but such foreclosure is not yet finalized;

(v) Which any insured:

- i. Possesses; or
- ii. Has assumed, care, custody or control over; on behalf of a mortgagor with such mortgagor's agreement, assent or permission; or

(vi) Over which any insured otherwise assumed physical or financial control or exercised such insured's right to repossession;

because such property was security for a loan owned or serviced by any insured.

However, subparagraph f.(1)(a)(i) does not apply to:

- i. "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- ii. "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- iii. "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire";

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Exclusion f. is amended to include the following:

- (3) "Bodily injury" or "property damage" arising out of any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises in any trust, guardianship, agency or estate for which any insured is currently, or did act in a fiduciary or representative capacity;

- (4) This exclusion does not apply to “property damage” to a premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a “hostile fire”, explosion, smoke or leakage from fire protective equipment.

Under Section I - Coverage B - Personal And Advertising Liability, Paragraph 1. Insuring Agreement is amended to include the following:

Coverage B - Personal And Advertising Injury - Insuring Agreement Amended

- e. Unless otherwise indicated, this insurance applies to “personal and advertising injury” involving:
- (1) Automated teller machines;
 - (2) “Foreclosed property”;
 - (3) Property in any trust, guardianship, agency or estate for which you are acting in a fiduciary or representative capacity; and
 - (4) Property which you own and lease to others when specific insurance, which would customarily protect your interest and which you require your lessees to carry, is non-existent, invalid, insufficient or uncollectible.

Under Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability, Exclusion e. is deleted and replaced by the following:

e. Contractual Liability

“Personal and advertising injury” for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a written contract or agreement that is an “insured contract” provided the “personal and advertising injury” is caused by an offense first committed after the execution of the contract or agreement.

The following Exclusions are added:

Additional Exclusions

Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability is amended to include the following:

Financial Instruments

Damages arising out of loss of use of “financial instruments” that have not been physically damaged.

Insurance And Related Operations

Damages, loss, cost or expense arising out of any:

1. a. Duty or obligation (whether contractual or otherwise);
- b. Effecting of, maintaining or failure to effect or maintain any coverage; or
- c. Failure to discharge, or improper discharge of, any duty or obligation (whether contractual or otherwise);

in connection with any “insurance or related product”;

2. Rendering of or failure to render any “insurance or related service”; or
3. Administration or management of, contribution to, or membership or participation in any association, guarantee or insolvency fund, plan, pool, program or similar organization, whether or not voluntary, in connection with any of the foregoing.

This exclusion applies:

1. Regardless of whether or not:
 - a. A claim is made or “suit” is brought by any client or by any other person or organization; or
 - b. Such service, advice or instruction is ordinary to any insured’s profession; and

2. 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 damages, loss, cost or expense involved the rendering of or failure to render any professional service, advice or instruction.

Under Section I - Coverage C - Medical Payments, subparagraph 1.a.(b) is deleted and replaced by the following
Medical Expenses Coverage - Three Years To Report Expenses

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

Under Section I - Supplementary Payments - Coverages A And B, Paragraph 1. is deleted and replaced by the following:

Supplementary Payments - Increased Limits

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds; or
 - (2) Bonds required to:
 - (a) Appeal judgments; or
 - (b) Release attachments;

but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.
 - c. 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 \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit".
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Section II - Who Is An Insured

Under Section II - Who Is An Insured, Paragraph 2. is deleted and replaced by the following:

Who Is An Insured - Subsidiaries Or Newly Acquired Or Formed Organizations - Including New And Existing Subsidiaries, Partnerships, Joint Ventures, Limited Liability Companies With Portfolio Company Exclusion

2. If there is no other insurance available, each of the following is also a Named Insured:
 - a. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization or exercises management control as evidenced in a written contract; or
 - b. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization or exercises management control as evidenced in a written contract

However, a subsidiary organization does not include a "portfolio company", unless such company is specifically listed as a Named Insured in the Declarations of this policy.

Under Section II - Who Is An Insured, Paragraph 3.a. is deleted and replaced by the following:

Who Is An Insured - Employees Including Incidental Healthcare Professional Services

3. Each of the following is also an insured:

- a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
 - (b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph (1)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph (1)(a) or (b) above.

With respect to "bodily injury" only, the limitations described in Paragraph 3.a.(1) above do not apply to:

 - (i) You or to your directors, managers, members, "executive officers", partners or supervisors as insureds;
 - (ii) Your "employees" as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an "employee"; or
 - (iii) Your "employees" who are nurses, emergency medical technicians, or paramedics as insureds, with respect to such damages that are caused by providing or failing to provide professional healthcare services, but only if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
 - (2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or by any of your "employees". This limitation does not apply to "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner.

Under Section II - Who Is An Insured, Paragraph 3. is amended to include the following:

Additional Insureds

Controlling Interest

Any person or organization that has financial control of you or owns, maintains or controls premises while you lease or occupy such premises, but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by or for that person or organization.

Lessors Of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to the maintenance or use by you of such equipment, and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to an "occurrence" that takes place, or an offense that is committed, after the equipment lease ends.

Managers Or Lessors Of Premises

Any person or organization from whom you lease premises, but only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to:

- (1) An "occurrence" that takes place, or an offense that is committed, after you cease to be a tenant in such premises; or
- (2) Any structural alteration, new construction or demolition operations performed by or on behalf of them.

Mortgagee, Assignee Or Receiver

A mortgagee, assignee or receiver of premises, but only with respect to such mortgagee, assignee or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your ownership, maintenance or use of a premises by you. However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

Other Persons Or Organizations Pursuant To A Contract Or Agreement

Any person or organization that you are obligated pursuant to a contract or agreement to provide with such insurance as is afforded by this policy are insureds.

However, the person or organization is an insured only:

- (1) To the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- (2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- (3) With respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured:

- (1) That is more specifically identified under any other provision of **Section II - Who Is an Insured** (regardless of any limitation applicable thereto).
- (2) With respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" caused 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 at the trade show event premises during the trade show event.

However, no such person or organization is an insured with respect to "bodily injury" or "property damage" included within the "products-completed operations hazard".

Vendors

Any person or organization who is a vendor of "your products", but only with respect to liability for "bodily injury" or "property damage" resulting from the distribution or sale of "your product" in the regular course of their business. However, no such person or organization is an insured with respect to any:

- (1) Assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages for "bodily injury" or "property damage" that such person or organization would have in the absence of such contract or agreement;
- (2) Representation or warranty unauthorized by you;
- (3) Physical or chemical change in "your product" made intentionally by the vendor;
- (4) 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;
- (5) 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 "your product";
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product"; or
- (7) Of "your products" which, after distribution or sale by you, have been labeled or relabeled or used as a

container, ingredient or part of any other thing or substance by or for the vendor.

Further, no person or organization is an insured from whom you have acquired “your product”, or any ingredient, part or container entering into, accompanying or containing “your product”.

Limitations Applicable To Additional Insureds

With respect any person or organization that qualifies as an additional insured under paragraph L. above, the following limitations apply to such insured:

- (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.

Limits Of Insurance Applicable to Additional Insureds

With respect any person or organization that qualifies as an additional insured under the heading **Additional Insureds** above, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable limits of insurance;

whichever is less.

However, the above paragraph shall not increase the applicable limits of insurance.

Section III - Limits Of Insurance

Under **Section III - Limits Of Insurance**, Paragraph 7. is amended to include the following:

Medical Expense Limit - \$15,000

The Medical Expense Limit is the greater of:

- a. \$15,000; or
- b. The amount shown in the Declarations for the Medical Expense Limit.

Section IV - Commercial General Liability Conditions

Under **Section IV - Commercial General Liability Conditions**, Paragraph 2. is amended to include the following:

Knowledge/Notice Of Occurrence

- f. Knowledge of an “occurrence” or offense by an agent or “employee” of the insured will not constitute knowledge by the insured, unless an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee knows about such “occurrence” or offense.
- g. Failure of an agent or “employee” of the insured, other than an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee, to notify us of an “occurrence” or offense that such person knows about will not affect the insurance afforded to you.
- h. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

Under **Section IV - Commercial General Liability Conditions**, Subparagraph 4.a. is amended to include the following:

Primary And Non-Contributory

However, if you are obligated to a written contract or agreement to provide a person or organization that is included in **Section II - Who Is an Insured** with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Under Section IV - Commercial General Liability Conditions, Paragraph 6. is amended to include the following:

Unintentional Failure To Disclose Hazards

Unintentional failure of an "employee" of the insured to disclose a hazard or other material information will not violate this condition, unless an "executive officer" (whether or not an "employee") of any insured knows about such hazard or other material information.

Under Section IV - Commercial General Liability Conditions, Paragraph 8. is deleted and replaced by the following:

8. Waiver Of Subrogation Required By Contract

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Coverage C.

Section IV - Commercial General Liability Conditions is amended to include the following condition:

In Rem

Any "suit" brought as an action In Rem against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

Section V - Amended Definitions

Under Section V - Definitions, Paragraph 4. is deleted and replaced by the following:

Coverage Territory - Limited Worldwide

4. "Coverage territory" means all parts of the world.

However, "coverage territory" does not include any:

- a. "Bodily injury" or "property damage" that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured's responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or
- b. Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

Under Section V - Definitions, Paragraph 9. is deleted and replaced by the following:

Insured Contract Amended - Railroad Limitations Removed

9. "Insured contract" means:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. Any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

"Insured contract" does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

- (1) Preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2) Giving directions or instructions, or failing to give them.

Under **Section V - Definitions**, Subparagraphs c., d. and e. of definition 14. are deleted and replaced by the following:

Personal And Advertising Injury Definition Amended

- c. Wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, unless such person is a mortgagor of yours or of anyone for whom you are servicing mortgages, if committed by or on behalf of its owner, landlord or lessor;
- d. Electronic, oral, written or other publication, of material that libels or slanders a person or organization (which does not include disparagement of goods, products or services), except when alleged, charged or suffered by any "customer";
- e. Electronic, oral, written or other publication, of material that violates a person's right of privacy. except when alleged, charged or suffered by any "customer";

Section VI - Additional Definitions

Section V - Definitions is amended to include the following definitions:

"Customer" means a person, corporation, partnership or other entity which:

- a. Is applying for, or requesting, "your products" or services;
- b. Has applied for, or has requested, "your products" or services;
- c. Is presently using "your products" or services; or
- d. Has used "your products" or services.

and who makes a claim or brings a "suit" which arises out of, or is directly or indirectly related to, any of the above.

"Financial instruments" means:

- a. Currency, coins, bank notes, and bullion;
- b. Travelers checks, registered checks, food stamps, and money orders held for sale to the public;
- c. All negotiable and non-negotiable instruments or contracts that represent either money or other property held by you in any capacity;
- d. Revenue and other stamps in current use, tickets and tokens;
- e. Property of others that you hold as a pledge or as collateral for a loan;
- f. Commodities, jewelry, precious and semi-precious stones and precious metals in any form;
- g. Insurance policies; or
- h. Certificates of origin or title, deeds, mortgages and abstracts or title.

"Foreclosed property" means property:

- a. To which you have perfected your right to possession;
- b. To which you have been given the deed or title;
- c. For which a judicial or other foreclosure proceeding has been initiated by your or on your behalf, but such foreclosure is not yet finalized;
- d. Which you:
 - (1) Possess; or
 - (2) Have assumed care, custody or control over;
 on behalf of a mortgagor with such mortgagor's agreement, assent or permission; or

e. Over which you otherwise assumed physical or financial control or exercised your rights to repossession; because the property was security for a loan you owned or serviced and there was a default on that loan.

“Insurance or related product” means any:

- a. Annuity or endowment;
 - b. Benefit, pension, retirement or welfare; or
 - c. Insurance, reinsurance, self-insurance or suretyship;
- account, bond, contract, fund, plan, policy, program or treaty, including any amendment, application, binder, endorsement, investment, notice, proposal, receipt, representation or warranty in connection with any of the foregoing.

“Insurance or related service” means any:

- a. Administration, analysis, appraisal, auditing, design, disclosure, engineering, inspection, management, pricing, reporting, scripting, survey, recommendation or underwriting, including any adjusting, assertion, defense, investigation or settlement in connection with any claim, or any similar service, advice or instruction in any capacity; or
- b. Service, advice or instruction in any capacity as an agent, broker, fiduciary, manager, trustee or underwriter or any similar activity;

in connection with any “insurance or related product”.

“Portfolio company” means any organization to which you have provided capital, or have agreed to provide capital, through an investment vehicle to facilitate an ownership interest for the purpose of investment. Such an investment vehicle includes any:

- a. Bridge loan;
- b. Equity position in connection with a leveraged buy out;
- c. Recapitalization;
- d. Seed capital;
- e. Subordinated debt;
- f. Takeover; or
- g. Other type of financing that facilitates such an ownership interest for the purpose of investment.

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

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
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured NCMIC Group Inc.			Endorsement Number
Policy Symbol	Policy Number D98243987	Policy Period 9/1/2022 to 9/1/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE Property and Casualty Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

ScheduleOrganizationAdditional Insured Endorsement

Persons or organizations that you are obligated, pursuant to a contract or agreement between you and such person or organization, to provide primary and non-contributory insurance.

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

City of Cedar Falls
City Hall, 220 Clay Street
Cedar Falls, IA 50613

 Authorized Representative

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED**A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
 However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge.

Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following: "Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: June 12, 2023
SUBJECT: Audit Engagement Letter

We are just about to begin the audit process for FY2023. This is the third year of our contract with Eide Bailly, LLP to perform our audit engagement.

At the beginning of the audit engagement each year, the auditors provide an engagement letter that they sign and the City signs that acknowledge both parties understand the work that is to be performed. Attached is that letter for your review and approval.

Cc: Jennifer Rodenbeck, Director of Finance & Business Operations



May 23, 2023

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

This letter is provided in connection with our engagement to audit the financial statements and to audit compliance over major federal award programs of the City of Cedar Falls, Iowa (City) as of and for the year ended June 30, 2023. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit, the compliance audit, and the planned scope and timing of our audits, including significant risks we have identified.

Our Responsibilities

As stated in our engagement letter dated May 23, 2023, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), for the purpose of forming and expressing opinions on the financial statements and on major federal award program compliance. Our audits do not relieve you or management of your respective responsibilities.

Our responsibility as it relates to the schedule of expenditures of federal awards is to evaluate its presentation for the purpose of forming and expressing an opinion as to whether it is presented fairly in all material respects in relation to the financial statements as a whole.

Our responsibility relating to other information, whether financial or nonfinancial information (other than financial statements and the auditor's report thereon), included in the entity's annual comprehensive financial report includes only the information identified in our report. We have no responsibility for determining whether the introductory section and statistical tables, are properly stated. We require that we receive the final version of the annual comprehensive financial report (including all the documents that, together, comprise the annual comprehensive financial report) in a timely manner prior to the date of the auditor's report, or if that is not possible as soon as practicable and, in any case, prior to the entity's issuance of such information

Planned Scope of the Audit

Our audits will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit procedures will also include determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance.

Our audits will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, the risk of material noncompliance in the major federal award programs, and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion of the effectiveness of the entity's internal control over financial reporting. However, we will communicate to you at the conclusion of our audit, any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views related to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Significant unusual transactions, if any;
- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks." Although we are currently in the planning stage of our audit, we have preliminarily identified the following significant risks that require special audit consideration.

Management Override of Controls – Professional standards require auditors to address the possibility of management overriding controls. Accordingly, we considered as a significant risk that management of the City may have the ability to override controls that the City has implemented.

Revenue Recognition – We considered revenue recognition as a significant risk due to potential complexities with accounting standards.

The financial statements include the financial statements of Cedar Falls Utilities (Component Units), which we consider to be significant components of the financial statements. Consistent with the audit of the financial statements as a whole, our audit will include obtaining an understanding of Cedar Falls Utilities and their environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements of Cedar Falls Utilities and to design the nature, timing, and extent of further audit procedures.

We expect to begin our audit in June 2023 and issue our report in October 2023.

This information is intended solely for the information and use of the Mayor, City Council, and management of the City of Cedar Falls and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Eide Bailly LLP

Dubuque, Iowa



May 23, 2023

Ms. Jennifer Rodenbeck, Director of Finance and Business Operations
Honorable Mayor and Members of the City Council
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Cedar Falls, Iowa (City) as of June 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City’s basic financial statements.

In addition, we will audit the entity’s compliance over major federal award programs for the period ended June 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity’s major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards , if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule.
3. Schedule of the City's Proportionate Share of the Net Pension Liability.
4. Schedule of City Contributions (Pension).
5. Schedule of Changes in the City's Total OPEB Liability and Related Ratios.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining Fund Statements.
2. Capital Asset Schedules.
3. Financial Data Schedule (issued separately as part of required HUD report).

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory Section – No opinion or any assurance provided.
2. Statistical Tables – No opinion or any assurance provided.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, Uniform Guidance and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.

16. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by us, including:
 - i. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - ii. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report;
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Complete the auditee's portion of the Data Collection Form

We will not assume management responsibilities on behalf of the City. The City's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

Brian Unsen is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in June 2023.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We agree that our gross fee, including expenses, for the audit will not exceed \$45,000 for the audit of the financial statements (assuming one major program), including the preparation of the REAC submission. Each additional major program will be a fee of \$3,200. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 5% per annum, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, “service providers”) in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

Neither of us may use or disclose the other’s confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly’s confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor’s report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Dubuque, Iowa. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in any agreement between us, in no event shall Eide Bailly's aggregate liability to you exceed the greater of one million dollars (\$1,000,000.00) or ten times fees paid under this agreement.

TIME LIMITATION

Any statute of limitations applicable to claims you may bring against us shall begin to run on the date when we delivered our report, return, or other deliverable under this agreement to you and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Brian Unsen, CPA
Partner

RESPONSE: If any provision of this Engagement Letter conflicts with or is inconsistent with the provisions of the Service/Product Agreement between the parties dated July 1, 2021, through June 30, 2023, and approved by the City Council of Cedar Falls, Iowa, via Resolution No. 22,334, dated April 19, 2021 (the "Agreement"), the Agreement shall prevail in all cases.

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Cedar Falls, Iowa by:

Name: _____

Title: _____

Date: _____



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Mayor Green and City Council
FROM: Kate Aguiar, Payroll/HR Technician
DATE: June 9, 2023
SUBJECT: FY24 Fee Schedule

Attached is a copy of the proposed FY24 Fee Schedule. The Fee Schedule establishes fees for all City operations except Enterprise Fund fees, which are established by ordinance (refuse, sanitary sewer collection and parking meter fees).

It is recommended that the attached FY24 Fee Schedule be adopted as proposed. Following adoption, staff will schedule the fees for the fiscal year beginning July 1, 2023. If you have any questions regarding proposed fees, please contact the department director responsible for the fee in question.

Item 32.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
SEC. 2-311			
CIVIL SERVICE EXAMINATIONS			
Civil Service Test	No charge		
Civil Service Promotional Test	No charge		
SEC. 2-511			
CABLE TELEVISION DIVISION			
Video Duplication	\$15.00	Each DVD	
PUBLIC SAFETY SERVICES			
COPY RECORDS / DIGITAL DATA			
Police Incident Reports	\$15.00	Each report	
		Black & White Copy, six or more pages + staff time over 30 minutes	\$0.10
		Color Copy, six or more pages + staff time over 30 minutes	\$0.20
		Add: DOT Accident Reports	\$15.00
		Per media device + staff time over 30 minutes	\$15.00
Digital Media Duplication	\$15.00	Each	
Photo Reprints (4x6 in-house)	\$1.00	Each	
Photo Reprints (larger/out-source)	At Cost		
Fire Incident Reports	\$10.00	Each report	
		Black & White Copy, six or more pages + staff time over 30 minutes	\$0.10
		Color Copy, six or more pages + staff time over 30 minutes	\$0.20
Fire Investigative Reports (Non-Criminal)	\$10.00	Each report	
		Black & White Copy, six or more pages + staff time over 30 minutes	\$0.10
		Color Copy, six or more pages + staff time over 30 minutes	\$0.20
Copying of records – major project	Applicable fee above + staff time over 30 minutes	Copying of records – major project, including but not limited to video footage	Applicable fee above + staff time over 30 minutes
POLICE SERVICES			
House/Garage Moving Permit	\$40.00/hr.	1/2 hr. min.	
Funeral Escort	\$25.00		
1 Hr. of Squad Car Usage	\$16.50		
Applicant Fingerprinting	\$10.00	1-3 cards	\$15.00
Additional cards	\$2.00	Per card	
Junk Vehicle Certificate	\$10.00		
SEC. 2-572			
PUBLIC RECORDS DIVISION			
Sale of City Code of Ordinances	\$200.00	Hard Cover	Includes cost of new book and mailing subsequent code supplements
Sale of City Zoning Ordinance	\$50.00	Paper Cover	Includes cost of new book and mailing subsequent code supplements
Sale of National/Uniform Code Books adopted by reference, i.e. Building, Electrical, Plumbing, Mechanical, Fire, Life Safety, Housing, etc.		Sold at cost	
Sale of Official Financial Publications		Sold at cost	
Copying of City Records	No Charge	Five pages or less	
	\$0.10	Black & White Copy, six or more pages	
	\$0.20	Color Copy, six or more pages	
Copying of City Records - major projects	\$0.10	Black & White Copy, six or more pages + staff time over 30 minutes	
	\$0.20	Color Copy, six or more pages + staff time over 30 minutes	
SEC. 2-712			
ENGINEERING SERVICES			
Inspection and Design		Negotiated charges approved by City Council in Contract form	
Copying of maps, drawings, etc.	No Charge	Five standard pages or less	
	\$0.10	Each, six or more pages	
Copying of oversized maps, drawings, etc.	\$5.00	Each	\$25.00
Copy of Aerial Map per development	\$85.00		Remove Fee
Copy of Aerial Map entire City	\$425.00		Remove Fee
Sanitary Sewer Permit	\$100.00		
SEC. 2-809			
PUBLIC WORKS			
City Banners - For "For Profit" Groups, Installation and removal	\$10.00	Each Banner	
Electrical Panels For Special Events	\$50.00	Per Panel	
	\$250.00	Deposit Fee	
		Add: Memorial Bench with Installation	\$1,200.00
Delivery of Picnic Tables for Special Events	\$10.00	Per Table	
Salt/Sand Mix	\$20.00	Each Ton	
		For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. https://iowadot.gov/local_systems/Equipment-Rates	
Aerial Lift Truck	\$125.00	Per hour	
Traffic Control Devices Placement & Removal	\$100.00	Per placement	
All equipment listed above:			
1 Hour Minimum			
Personnel:	Employee's Effective Rate	Plus 20% Administrative Fee	
1 Hour Minimum			
Public Works/Code Enforcement - Bulk items left at the curb with no prearranged pick up	\$200 flat fee	Plus disposal costs for ban items; tires, appliances, computers, televisions	
Contaminated Solid Waste/Yard Waste Carts. When yard waste cart is contaminated with garbage, or garbage cart is contaminated with solid waste	\$50.00		
SEC. 3-1			
LICENSE TO DISTRIBUTE/POST ADVERTISING MATERIALS			
	\$20.00	Daily or	
	\$200.00	Annually	
SEC. 3-43			
SIGN PERMITS			
	\$40.00	Minimum all signs and	

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Item 32.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
	\$1.00	Each additional sq. ft. of sign area > 100 sq. ft. \$200.00 max.	
SEC. 3-46			
SIGN PAINTER'S OR ERECTOR'S LICENSE			
Painter's License	\$15.00	One year	
Erector's License	\$150.00	First year and	
	\$35.00	For renewal	
SEC. 6-46			
DOG AND CAT LICENSE			
Dog or Cat Altered	\$6.00	Each year	
Dog or Cat Not Altered	\$12.00	Each year	
Late Licensing	Doubles	After March 31	
Duplicate License & Tag	\$1.00		
Tag & License Mailing Fee	\$1.00	Each Tag/License	
SEC. 6-99			
LICENSE FOR RIDING SCHOOLS OR STABLES BUILDINGS AND BUILDING REGULATIONS			
International Building Code Plan Review. (Base project value of \$1,000 or more)		65% of Building Permit Fee	
SEC. 7-19			
BUILDING PERMITS			
Valuation			
\$1.00 TO \$500.00	\$25.00		
\$500.01 TO \$600.00	\$28.00		
\$600.01 TO \$700.00	\$31.00		
\$700.01 TO \$800.00	\$34.00		
\$800.01 TO \$900.00	\$37.00		
\$900.01 TO \$1,000.00	\$41.00		\$40.00
\$1,001.01 TO \$1,100.00	\$44.00		\$43.00
\$1,100.01 TO \$1,200.00	\$47.00		\$46.00
\$1,200.01 TO \$1,300.00	\$50.00		\$49.00
\$1,300.01 TO \$1,400.00	\$53.00		\$52.00
\$1,400.01 TO \$1,500.00	\$56.00		\$55.00
\$1,500.01 TO \$1,600.00	\$59.00		\$58.00
\$1,600.01 TO \$1,700.00	\$62.00		\$61.00
\$1,700.01 TO \$1,800.00	\$65.00		\$64.00
\$1,800.01 TO \$1,900.00	\$68.00		\$67.00
\$1,900.01 TO \$2,000.00	\$71.00		\$70.00
\$2,000.01 TO \$3,000.00	\$86.00		\$85.00
\$3,000.01 TO \$4,000.00	\$100.00		
\$4,000.01 TO \$5,000.00	\$115.00		
\$5,000.01 TO \$6,000.00	\$129.00		\$130.00
\$6,000.01 TO \$7,000.00	\$144.00		\$145.00
\$7,000.01 TO \$8,000.00	\$158.00		\$160.00
\$8,000.01 TO \$9,000.00	\$172.00		\$175.00
\$9,000.01 TO \$10,000.00	\$187.00		\$189.00
\$10,000.01 TO \$11,000.00	\$201.00		\$203.00
\$11,000.01 TO \$12,000.00	\$216.00		\$217.00
\$12,000.01 TO \$13,000.00	\$230.00		\$231.00
\$13,000.01 TO \$14,000.00	\$244.00		\$245.00
\$14,000.01 TO \$15,000.00	\$259.00		
\$15,000.01 TO \$16,000.00	\$273.00		
\$16,000.01 TO \$17,000.00	\$287.00		
\$17,000.01 TO \$18,000.00	\$302.00		\$301.00
\$18,000.01 TO \$19,000.00	\$316.00		\$315.00
\$19,000.01 TO \$20,000.00	\$331.00		\$329.00
\$20,000.01 TO \$21,000.00	\$345.00		\$343.00
\$21,000.01 TO \$22,000.00	\$360.00		\$357.00
\$22,000.01 TO \$23,000.00	\$374.00		\$371.00
\$23,000.01 TO \$24,000.00	\$389.00		\$385.00
\$24,000.01 TO \$25,000.00	\$403.00		\$399.00

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
\$25,000.01 TO \$26,000.00	\$413.00		
\$26,000.01 TO \$27,000.00	\$423.00		
\$27,000.01 TO \$28,000.00	\$434.00		\$433.00
\$28,000.01 TO \$29,000.00	\$444.00		\$443.00
\$29,000.01 TO \$30,000.00	\$455.00		\$453.00
\$30,000.01 TO \$31,000.00	\$465.00		\$463.00
\$31,000.01 TO \$32,000.00	\$475.00		\$473.00
\$32,000.01 TO \$33,000.00	\$486.00		\$483.00
\$33,000.01 TO \$34,000.00	\$496.00		\$493.00
\$34,000.01 TO \$35,000.00	\$506.00		\$503.00
\$35,000.01 TO \$36,000.00	\$516.00		\$513.00
\$36,000.01 TO \$37,000.00	\$527.00		\$523.00
\$37,000.01 TO \$38,000.00	\$537.00		\$533.00
\$38,000.01 TO \$39,000.00	\$547.00		\$543.00
\$39,000.01 TO \$40,000.00	\$558.00		\$553.00
\$40,000.01 TO \$41,000.00	\$568.00		\$563.00
\$41,000.01 TO \$42,000.00	\$578.00		\$573.00
\$42,000.01 TO \$43,000.00	\$589.00		\$583.00
\$43,000.01 TO \$44,000.00	\$599.00		\$593.00
\$44,000.01 TO \$45,000.00	\$609.00		\$603.00
\$45,000.01 TO \$46,000.00	\$619.00		\$613.00
\$46,000.01 TO \$47,000.00	\$630.00		\$623.00
\$47,000.01 TO \$48,000.00	\$640.00		\$633.00
\$48,000.01 TO \$49,000.00	\$650.00		\$643.00
\$49,000.01 TO \$50,000.00	\$661.00		\$653.00
\$50,000.01 TO \$51,000.00	\$668.00		\$663.00
\$51,000.01 TO \$52,000.00	\$675.00		\$673.00
\$52,000.01 TO \$53,000.00	\$682.00		\$683.00
\$53,000.01 TO \$54,000.00	\$689.00		\$693.00
\$54,000.01 TO \$55,000.00	\$697.00		\$700.00
\$55,000.01 TO \$56,000.00	\$704.00		\$707.00
\$56,000.01 TO \$57,000.00	\$711.00		\$714.00
\$57,000.01 TO \$58,000.00	\$718.00		\$721.00
\$58,000.01 TO \$59,000.00	\$725.00		\$728.00
\$59,000.01 TO \$60,000.00	\$734.00		\$735.00
\$60,000.01 TO \$61,000.00	\$740.00		\$742.00
\$61,000.01 TO \$62,000.00	\$747.00		\$749.00
\$62,000.01 TO \$63,000.00	\$754.00		\$756.00
\$63,000.01 TO \$64,000.00	\$762.00		\$763.00
\$64,000.01 TO \$65,000.00	\$769.00		\$770.00
\$65,000.01 TO \$66,000.00	\$776.00		\$777.00
\$66,000.01 TO \$67,000.00	\$783.00		\$784.00
\$67,000.01 TO \$68,000.00	\$790.00		\$791.00
\$68,000.01 TO \$69,000.00	\$798.00		
\$69,000.01 TO \$70,000.00	\$805.00		
\$70,000.01 TO \$71,000.00	\$812.00		
\$71,000.01 TO \$72,000.00	\$819.00		
\$72,000.01 TO \$73,000.00	\$826.00		
\$73,000.01 TO \$74,000.00	\$834.00		\$833.00
\$74,000.01 TO \$75,000.00	\$841.00		\$840.00
\$75,000.01 TO \$76,000.00	\$848.00		\$847.00
\$76,000.01 TO \$77,000.00	\$855.00		\$854.00

Item 32.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
\$77,000.01 TO \$78,000.00	\$862.00		\$861.00
\$78,000.01 TO \$79,000.00	\$870.00		\$868.00
\$79,000.01 TO \$80,000.00	\$877.00		\$875.00
\$80,000.01 TO \$81,000.00	\$884.00		\$882.00
\$81,000.01 TO \$82,000.00	\$891.00		\$889.00
\$82,000.01 TO \$83,000.00	\$899.00		\$896.00
\$83,000.01 TO \$84,000.00	\$905.00		\$903.00
\$84,000.01 TO \$85,000.00	\$913.00		\$910.00
\$85,000.01 TO \$86,000.00	\$920.00		\$917.00
\$86,000.01 TO \$87,000.00	\$927.00		\$924.00
\$87,000.01 TO \$88,000.00	\$935.00		\$931.00
\$88,000.01 TO \$89,000.00	\$942.00		\$938.00
\$89,000.01 TO \$90,000.00	\$949.00		\$945.00
\$90,000.01 TO \$91,000.00	\$956.00		\$952.00
\$91,000.01 TO \$92,000.00	\$963.00		\$959.00
\$92,000.01 TO \$93,000.00	\$971.00		\$966.00
\$93,000.01 TO \$94,000.00	\$978.00		\$973.00
\$94,000.01 TO \$95,000.00	\$985.00		\$980.00
\$95,000.01 TO \$96,000.00	\$992.00		\$987.00
\$96,000.01 TO \$97,000.00	\$999.00		\$994.00
\$97,000.01 TO \$98,000.00	\$1,007.00		\$1,001.00
\$98,000.01 TO \$99,000.00	\$1,014.00		\$1,008.00
\$99,000.01 TO \$100,000.00	\$1,021.00		\$1,016.00
\$100,000.01 TO \$500,000.00	\$1,021.00 + \$6.20 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00	
\$500,000.01 TO \$1,000,000.00	\$3,493.00 + \$5.15 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00	
\$1,000,000.01 AND UP	\$6,068.00 + \$4.15 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00	
Reinspection Fee	75.00		
Working without permit fee	100.00		
		Add: Expired Permit Fee	\$500 or 10% of original permit fee, whichever is higher
		Add: Condemnation Reinspection	\$75.00
SEC. 7-50			
ELECTRICAL CONTRACTOR REGISTRATION	\$150.00	One year	
SEC. 7-50			
SPECIAL ELECTRICIAN REGISTRATION	\$150.00	One year	
SEC. 7-20			
CONDITIONS OF CERTIFICATES OF INSURANCE			
Electrical Contractors	\$100,000/ \$300,000		
Special Electricians	\$100,000/ \$300,000		
SEC. 7-20			
RESIDENTIAL ELECTRICAL INSPECTION PERMIT FEES			
Base Rate	\$30.00		
1-2 Bedrooms	\$170.00		
3 Bedrooms	\$180.00		
4 Bedrooms	\$200.00		
5+ Bedrooms	\$210.00		
Rough Wiring-Openings	\$10.00	1 to 14, inclusive	
	\$7.00	15 to 30, inclusive, additional	
	\$0.20	Over 30, Per additional opening	
Lighting Fixtures:			
Incandescent/Fluorescent/Porcelain Bases	\$10.00	1 to 14, inclusive	
	\$7.00	15 to 30, inclusive, additional	
Electrical Services:			
Temporary/Permanent	\$15.00	Temporary Service	
	\$20.00	To 225-ampere capacity	
	\$30.00	Over 225-ampere capacity	
	\$10.00	Additional replacement services	
	\$7.00	Subpanels	
Motors, Per Unit	\$8.00	0 to 10 HP	
	\$10.00	Over 10 HP	
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Bath Fan, Etc.	\$5.00	Each unit	
Central Heating & Cooling Unit	\$8.00	Each unit	
Supplemental Heating/Cooling	\$5.00	Each unit	
Generators, Transfer Switch, Car Charging Station, Hot Tub, Feeder Panel, Etc.	\$10.00	Each Unit	
Basement Finishing	\$75.00		
Reinspection fee	\$75.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE		
Working without permit fee	\$100.00				
Certificate of Insurance	\$100,000/ \$300,000				
Miscellaneous	\$30.00				
SEC. 7-20					
COMMERCIAL AND INDUSTRIAL ELECTRICAL INSPECTION PERMIT FEES					
Base Rate	\$30.00				
Rough Wiring-Openings	\$30.00	1 to 14, inclusive			
	\$15.00	15 to 30, inclusive, additional			
	\$0.30	Over 30, Per additional opening			
Lighting Fixtures:	\$30.00	1 to 14, inclusive			
	\$15.00	15 to 30, inclusive, additional			
	\$0.30	Over 30, per additional opening			
Electrical Services:					
Temporary/Permanent	\$20.00	Temporary Service			
	\$40.00	Permanent Service up to 400 ampere			
	\$60.00	Permanent Service 401-800 ampere			
	\$80.00	Permanent Service over 800 ampere			
		Add: Subpanels. Note: added for consistency between residential and commercial	\$7.00		
	\$10.00	Additional replacement services			
Motors, Per Unit	\$10.00	0 to 10 HP			
	\$15.00	Over 10 HP			
Transformers, Per Unit	\$20.00	0 to 75 KVA			
	\$30.00	Over 75 KVA			
Feeder Panels	\$15.00	Up to 225 A			
	\$20.00	Above 225 A			
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Exhaust Fans	\$5.00	Each unit			
Central Heating & Cooling Unit	\$8.00	Each unit			
Supplemental Heating/Cooling	\$5.00	Each unit			
Illuminated Signs and Outline Lighting	\$10.00	Each sign			
Neon and All Signs Using Secondary Voltage of 600 Volts or More	\$10.00	Each transformer			
Special Equipment such as Generators, X-ray Equipment, Converters, Welders Etc.	\$15.00	Each Unit			
Reinspection Fee	\$75.00				
Working without permit fee	\$100.00				
In-Ground Swimming Pool/Hot Tub Bonding Inspection	\$60.00				
Specialized Systems such as Solar PV Systems, Wind Generated Systems, Etc.	\$30.00				
Certificate of Insurance	\$100,000/ \$300,000				
Miscellaneous	\$30.00				
SEC. 7-170					
ANNUAL PERMIT FOR PLUMBING WORK					
	\$100.00	One year			
SEC. 7-170					
PLUMBING FEES					
Base Rate	\$30.00				
Water closet, urinals, bidets, tubs, showers, lavatories, sinks, hand sinks, floor sinks, grease trap, disposal, dishwasher, drinking fountain, laundry drain, laundry sink, sump, floor drains, roof drains, backwater valve, sewage eject, vacuum breakers, mop sinks.	\$8.50				
Water softener, Water heater	\$15.00				
Sewer Connections To/Or Continuation from Main	\$30.00				
Multiple Sewer Stubs	\$15.00	Each			
Additional Fixture, Trap or Trap Opening (To Apply Towards Minimum Fee)	\$8.50				
Reinspection of Unapproved work	\$75.00				
Water Treatment or Storage Units	\$20.00				
Backflow Protective Devices-Water	\$8.50				
Reconstruction or Alteration of Drains, Stacks or Vents	\$20.00				
One bathroom house	\$135.00				
Two bathroom house	\$161.00				
Three or more bathroom house	\$161.00 for first two bathrooms + \$40 per additional bathroom				
Working w/o permit	\$100.00				
Miscellaneous	\$30.00				
SEC. 7-232					
LICENSE FEE, MOVING A BUILDING					
	\$30.00	One Week			
	\$60.00	One Month			
	\$100.00	Six Months			
	\$200.00	One Year			
SEC. 7-247					
MOVING PERMIT FEE ACCORDING TO STRUCTURE					
Structure Less than 200 sq. ft.	\$10.00				
Structure More than 200 sq. ft. and Less than 500 sq. ft.	\$50.00				
Structure More than 500 sq. ft.	\$100.00				
SEC. 7-414					
MECHANICAL FEES					
Base Rate	\$30.00				
New House	\$150.00	Add: For houses with less than a total of 4,000 SF			
Apartments	\$70.00	Per Unit			
AC 0 to 3 Ton	\$20.00				
AC 3.5 Ton - 5 Ton	\$40.00				
AC 5.5 Ton - 30 Ton	\$50.00				
AC 30.5 - 50 Ton	\$60.00				
AC over 50 Ton	\$3.00	Per Ton			
AH 0 to 10,000 CFM	\$20.00				
AH over 10,000 CFM	\$30.00				
Air-to-Air Heat Exchanger	\$15.00				

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Bath Exhaust	\$5.00		
Boiler - 0 to 100,000	\$20.00		
Boiler - 100,001 to 500,000	\$30.00		
Boiler - 500,001 to 1,000,000	\$45.00		
Boiler 1,000,001 to 1,750,000	\$60.00		
Boiler over 1,750,000	\$100.00		
Duct Alterations	\$20.00		
Fireplace	\$25.00		
Furnace - Electric	\$25.00		
Furnace - Gas	\$25.00		
Furnace Vents	\$15.00		
In-floor Heat	\$20.00		
VAV Boxes	\$10.00		
Ventilation - Type 1 Hood	\$50.00		
Ventilation - Type 2 Hood	\$25.00		
Working w/o Permit	\$100.00		
Miscellaneous	\$30.00		
CSST Inspection up to \$500	\$35.00		
CSST Inspection up to \$501-\$2,000	\$60.00		
CSST Inspection over \$2,000	\$85.00		
Fuel gas piping	\$28.00		
Reinspection Fee	\$75.00		
REFRIGERATION FEES			
Base Rate	\$20.00		
Condensing Units:			
1/6 hp - 1/3 hp	\$15.00		
1/3 hp - 1 hp	\$20.00		
1 hp or greater	\$30.00		
Cooling Towers	\$20.00		
Walk-in Coolers/Freezers	\$20.00		
Unit Coolers	\$20.00		
Industrial Refrigeration	\$8.00	Per hp	
SEC. 7-444			
CONDOMINIUM CONVERSION			
Condominium Conversion	\$400.00	Per Unit	
SEC. 9-25			
COMMERCIAL FIRE INSPECTION			
Initial Inspection	See Attached		
First Re-inspection	\$100.00		
Second Re-inspection	\$150.00		
Third and Each Subsequent Re-inspection	\$200.00		
Owner does not show	\$50.00	With verbal acknowledgement of appointment by owner/occupant	
Inspection after normal business hours	\$50.00		
Day Care Inspections	\$50.00		
Temporary Structure Inspection	\$50.00	Initial structure	
	\$25.00	each additional temp structure	
FALSE ALARMS			
1 st occurrence of year	\$0.00		
2 nd occurrence of year	\$0.00		
3 rd occurrence of year	\$200.00		
4 th occurrence of year	\$200.00		
5 th , 6 th occurrence of year	\$275.00	Each	
10 th and above occurrence of year	\$425.00	Each	
Evidence of Repair in Lieu of Fee		Fire Chief discretion	
Alarm activation without notification	\$200.00	Each occurrence	
RESIDENTIAL FIRE SPRINKLER SYSTEM			
One & Two Single Family Home	\$100.00		
FIRE ALARM/SPRINKLER SYSTEM INSPECTIONS			
Fire Sprinkler System Construction Permits			
0-4,999 square foot	\$80.00	Per Floor	
5,000-7,499 square foot	\$160.00	Per Floor	
7,500+ square foot	\$240.00	Per Floor	
System Hydro Test (additional)	\$80.00		
Re-inspections due to test failure	\$40.00	Per hour	
Stand Pipe (additional)	\$150.00		
Fire Pump (additional)	\$150.00		
Kitchen Hood Permits	\$40.00		
System installed without permit	\$160.00	Per system	
System installed/operating w/o testing	\$320.00	Per system	
Fire Alarm Systems Construction Permits			
0-4,999 square foot	\$80.00	Per Floor	
5,000-7,499 square foot	\$160.00	Per Floor	
7,500+ square foot	\$240.00	Per Floor	
Acceptance testing of Newly installed and/or modified alarm systems	\$40.00	Per Hour, Per Inspector	
Re-inspections due to test failure	\$40.00	Per hour	
System installed without permit	\$160.00	Per system	
System installed/operating w/o test	\$320.00	Per system	
Solar Panel Fire Permit			
0-4,999 square foot	\$80.00		
5,000-7,499 square foot	\$160.00		
7,500+ square foot	\$240.00		
Clean Agent Fire Suppression System Construction Permits			
Initial permits	\$100.00		
Plan review and inspection	\$80.00		
Re-inspection due to test failure	\$40.00		
Inspection after normal hours	\$40.00		
VEHICLE FIRES & EXTRICATIONS			
Passenger vehicle fire (<10,000 lbs)	\$150.00		
Comm. vehicle fire (>10,000 lbs)	\$200.00		
Extrication of victim from vehicle	\$250.00		
SPECIAL EVENT STANDBY			
Personnel without equipment	\$30.00	Per Hour, Per Person	
Heavy Apparatus - up to 4 personnel	\$250.00		
Light Apparatus - up to 2 personnel	\$200.00		
Extrication of victim from vehicle	\$250.00		
HAZARDOUS MATERIAL RESPONSE			
Heavy Apparatus - up to 4 personnel	\$250.00	Per Hour-1 hr. min.	
Light Apparatus - up to 2 personnel	\$200.00	Per Hour-1 hr. min.	
Additional response personnel	\$20.00	Each- Per hour	

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Expended Materials		Replacement cost	
Equipment Repair/Cleaning		Cost (parts,labor,s/h)	
Damaged Equipment/Property		Cost to replace/repair	
Other (incl. Contracted svcs/equip)		Cost	
TECHNICAL RESCUE			
Heavy Apparatus - up to 4 personnel	\$250.00	Per Hour-1 hr. min.	
Light Apparatus - up to 2 personnel	\$200.00	Per Hour-1 hr. min.	
Specialized Technical Rescue Equip	\$400.00	Per incident	
Expended Materials		Replacement cost	
Equipment Repair/Cleaning		Cost (parts,labor,s/h)	
Damaged Equipment/Property		Cost to replace/repair	
Other (incl. Contracted svcs/equip)		Cost	
FIREWORKS PERMIT			
New Location	\$150.00	Each Event	
Repeat Location - Display Cost \$1-\$1,000	\$50.00		
Repeat Location - Display Cost \$1,001 or greater	\$75.00		
Permanent & Temporary Structure Inspection	\$100.00	Per inspection, per location, if not reimbursed by the state	
FLAMMABLE/COMBUSTIBLE LIQUID TANK PERMIT			
Installation of new above or below ground tank	\$200.00	Per Tank	
Removal of above or below ground tanks	\$150.00	Per Tank	
Modification of tanks, piping, valves and dispensing equipment to include reconstruction, tapping, tank cutting, vent pipe relocations, dispenser piping, repiping and tank repair of repiping.	\$75.00		
Permanent LP Tank Installation	\$80.00	Per tank	
Temporary LP Tank Installation	\$40.00	Per tank	
SEC. 10-5 GARBAGE AND REFUSE			
32 Gallon Garbage Cart	\$9.23	Per month	\$9.46
32 Gallon Replacement Cart	\$35.00		\$41.48
68 Gallon Garbage Cart	\$17.43	Per month	\$17.86
68 Gallon Replacement Cart	\$41.50		\$49.11
95 Gallon Garbage Cart	\$27.16	Per month	\$27.84
95 Gallon Replacement Cart	\$48.00		\$55.00
95 Gallon Yard Waste Cart	\$10.00	Per dump	
April, October, November	\$5.00	Per dump	
Replacement Yard Waste Cart	\$58.00		\$63.99
Additional Yard Waste Cart	\$50.00	(no more than 2)	
		Add: Cart Replacement (customer damage)	Current cart cost + \$25.00 delivery fee
Christmas Tree Tags	\$1.25	Each	
Appliances	\$10.00	Each	
Computers/Televisions	\$7.50	Each	
Bicycle Tire	\$1.00	Each	
Motorcycle Tire	\$2.00	Each	
Automobile Tire	\$2.50	Each	
With Rim	\$5.00	Each	
Truck/Tractor Tire	\$6.50	Each	
With Rim	\$9.00	Each	
Sand Bags	\$0.50	Each	
Extra Refuse Bag Tag	\$1.25	Each	
Minimum tipping fees at the Transfer Station			
Solid Waste up to 260 pounds	\$7.00	Per dump	
Yard Waste up to 400 pounds	\$7.00	Per dump	
Solid Waste/Demolition dumping	\$65.00	Per ton	
Yard Waste	\$29.50	Per ton	
Scale Charge	\$3.00		
Leaf Vacuum Service	\$50.00	Per visit	
Asphalt Shingles- free of contaminants	\$40.00	Per ton	Remove Fee
Asphalt Shingles- with contaminants	\$65.00	Per ton + \$10.00/ton service charge	Remove Fee
Commercial Cardboard Containers	\$10.00	Per dump	
Commercial Bulk Recycling drop off	\$50.00	Per dump	
For information only. Fees set by Code of Ordinances			
SEC. 10-13 TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS			
Permit	\$300.00	Per Receptacle, Per Year	
SEC. 11-84 MINIMUM RENTAL HOUSING INSPECTION			
Initial Inspection	\$50.00	Each building and	
	\$20.00	Each additional unit	
First Re-inspection			
If violations are corrected at the time of first re-inspection; fee will be waived.	\$40.00	Each Unit	
Second Re-inspection	\$80.00	Each unit re-inspected	
Third Re-inspection	\$160.00	Each unit re-inspected	
Fourth Re-inspection	\$320.00	Each unit re-inspected	
Inaccessible Unit	\$25.00	Each unit	
Tri-Annual Registration Fee	\$75.00	Each building	
Replacement of Occupancy Permit	\$5.00	Each unit	
Permit Unavailable During Any Inspection	\$25.00	Each unit	
Re-scheduling fee-			
If owner/agent canceled within 48 hrs of inspection or does not show for inspection	\$50.00	Each Unit	
Requested inspection outside normal cycle	\$50.00	*if violations exist	
FIRE EXTINGUISHER TRAINING			
0-25 Students	\$40.00		
25-50 Students	\$80.00		
More than 50 Students	\$120.00		
Fire Extinguisher recharge	\$25.00	Per extinguisher	
SEC. 13-35 MOBILE MERCHANT			
	\$50.00	Per month	
	\$500.00	Each year	
SEC. 13-63 PAWNBROKER LICENSE			
	\$65.00	Each year	
SEC. 13-107 CLOSING - OUT SALE LICENSE			
If a Resident Merchant			

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
A. The stock of goods on hand is valued at five thousand dollars or less.	\$35.00		
B. The stock of goods on hand is valued in excess of five thousand dollars, but not more than fifteen thousand dollars.	\$65.00		
C. The stock of goods on hand is valued in excess of fifteen thousand dollars.	\$110.00		
If a Transient Merchant			
A. The stock of goods on hand is valued at five thousand dollars or less.	\$165.00		
B. The stock of goods on hand is valued in excess of five thousand dollars, but not in excess of fifteen thousand dollars.	\$330.00		
C. The stock of goods is valued in excess of fifteen thousand dollars.	\$550.00		
SEC. 13-137 FALSE ALARM CALLS	\$65.00	Per call after the 5th False Alarm per calendar year	
	\$100.00	Per call after the 10 th False Alarm per calendar year	
SEC. 13-138 ALARM BUSINESS PERMITS OR ALARM AGENT PERMITS			
Alarm Business Permit	\$0.00		
Alarm Agent Permit	\$0.00		
Alarm System Permit	\$0.00		
SEC. 14-32 MOBILE HOME PARK PRELIMINARY PLAN FEE			
	\$150.00	And	
	\$1.00	Each lot or space	
SEC. 14-75 MOBILE HOME SUBDIVISIONS			
Preliminary Plan Fee	\$150.00	And	
	\$1.00	Each lot or space	
Final Plan or Detailed Site Plan Fee	\$150.00	And	
	\$1.00	Each lot or space	
SEC. 15-5 ABATEMENT OF NUISANCES BY CITY AFTER NOTICE			
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. Together with an administrative expense of \$5. I.C.A. § 364.12(3)(a), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. https://iowadot.gov/local_systems/Equipment-Rates
For Hire Contractor Labor & Equipment, plus processing	Amount Invoiced by Contractor + 5% of contractor invoice		
SEC. 15-41 JUNK VEHICLES (IMPOUNDMENT FEE)			
		As per Police Division Wrecker and Storage Contract	
CHAPTER 17, CEDAR FALLS PARKS AND RECREATION			
RECREATION DIVISION PROGRAM FEES			
ADULT PROGRAMS			
Basketball Leagues	\$370.00	Each Team 10 games (plus tax)	
Basketball Call Your Own League	\$120.00	Each Team 10 games (plus tax)	
Volleyball League	\$140.00	Each team 14 games (plus tax)	
Spring Volleyball	\$80.00	Each team 6 games (plus tax)	
Softball Leagues - 12 games			
Registration	\$355.00	Each team (plus tax)	
Player Fees	\$70.00	Each team (plus tax)	
Mixed League Softball - Fall or Summer	Plus \$25.00	(plus tax)	
Softball Call Your Own League 12 games	\$175.00	(plus tax)	
Player Fees	\$50.00	(plus tax)	
Ball Field Rental (field as is)	\$6.00	Per hour (plus tax)	
Week Day Evening	\$20.00	(plus tax)	
Multiple Rentals (Max. 75 per season)	\$500 Max	(plus tax)	
Fall Softball League - 10 games	\$255.00	(plus tax)	
Player Fees	\$60.00	Each team (plus tax)	
Fall Softball League (Call your own) - 10 games	\$160.00	(plus tax)	
Player Fees	\$40.00	Each team (plus tax)	
Softball Field Rental			
One Field - One Day (with lights or on weekend)	\$50.00	(plus tax)	
Complex (weekend 1 & 2 day)	\$130.00	(plus tax)	Plus any additional staff cost over the initial field preparation
Pfeiffer (weekend 1 & 2 day)	\$130.00	(plus tax)	Plus any additional staff cost over the initial field preparation
Kickball League	\$75.00	(plus tax)	
Player Fees	\$10.00	(plus tax)	
Flag Football League - 4 on 4	\$100.00	Each team	
Player Fee	\$15.00	Each player	
Dodgeball	\$80.00	(plus tax)	
Tournaments	Cost	Plus \$20.00	
Beach House (all day)	N/A		
Weekend (Friday-Sunday, Holidays)	N/A		
Full Facility	\$275.00		
Weekday (Monday-Thursday)			
Full Facility	\$175.00		
Deposit	\$500.00		
Shelter Rental - All Day	\$25.00		
Up to 6 hours	N/A		
Over 6 hours	N/A		
Gateway Shelter (10am-10:30pm)			
Monday - Thursday	\$70.00		
Friday-Sunday & Holidays	\$110.00		
Deposit	\$75.00		
Orchard Hill Pickleball Court			
Single Court Per Hour	\$10.00	(plus tax)	
Whole Complex Per Hour	\$80.00	(plus tax)	
Racquetball League - 11 games			
Singles	\$35.00	(plus tax)	
Racquetball Lessons - 6 lessons	\$33.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Table Tennis League	\$16.00 (plus tax)		
Bags League	\$45.00 (plus tax)		
EXERCISE CLASSES			
Specialty Classes	Instructor + \$10.00		
Exercise Tryouts	N/A		
Fitness Pass w/o Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Fitness Pass w/ Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Circuit Weight Training w/o Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$32.00		
Circuit Weight Training w/ Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$16.00		
Cardio Cycling - Per Month w/o Fitness Pass/Rec Membership			
3 x Per Week - Per Month	\$44.00		
Cardio Cycling - Per Month w/ Fitness Pass/Rec Membership			
3 x Per Week - Per Month	\$22.00		
Rec Xfit - Monthly w/Fitness Pass/Rec Membership			
3 x Per Week	\$29.00		
Rec Xfit - Monthly w/o Fitness Pass/Rec Membership			
3 x Per Week	\$58.00		
Special Fitness Classes (without FP or RCM) 2 x Per Week Per Month	\$60.00		
Special Fitness Classes (with FP or RCM) 2 x Per Week Per Month	\$30.00		
Teen Weight Lifting Training (2) 2-hour classes	\$28.00		
*RCM - Rec Center Membership		Remove	
*FP - Fitness Pass		Remove	
YOUTH PROGRAMS			
Boys Baseball T-ball			
Registration	\$40.00		
Sponsor	\$250.00		
Boys Baseball 1			
Registration	\$45.00		
Sponsor	\$250.00		
Boys Baseball 2-3			
Registration	\$50.00		
Sponsor	\$500.00		
Boys Baseball 4-5			
Registration	\$50.00		
Sponsor	\$600.00		
Girls Softball T-ball			
Registration	\$40.00		
Sponsor	\$250.00		
Girls Softball Kind. & 1			
Registration	\$45.00		
Sponsor	\$250.00		
Girls Softball 2-3			
Registration	\$45.00		
Sponsor	\$500.00		
Girls Softball 4-6			
Registration	\$50.00		
Sponsor	\$500.00		
Kindergarten Basketball			
Registration	\$39.00		
Sponsor	\$200.00		
Boys Basketball 5-6			
Registration	\$44.00		
Sponsor	\$500.00		
Boys Basketball 3-4			
Registration	\$39.00		
Sponsor	\$300.00		
Boys Basketball 1-2			
Registration	\$39.00		
Sponsor	\$300.00		
Girls Basketball 5-6 (format change)			
Registration	\$39.00		
Sponsor	\$250.00		
Girls Basketball 3-4			
Registration	\$39.00		
Sponsor	\$300.00		
Girls Basketball 1-2			
Registration	\$39.00		
Sponsor	\$300.00		
Summer Track			
Registration	\$50.00		
Sponsor	\$300.00		
Volleyball 3-6 (format change) (8 weeks)			
Registration	\$46.00		
Sponsor	\$400.00		
Flag Football K-2 (8 weeks)			
Registration	\$51.00		
Sponsor	\$200.00		
Flag Football 3-4			
Registration	\$51.00		
Sponsor	\$300.00		
Flag Football 5-6			
Registration	\$51.00		
Sponsor	\$500.00		
Baseball Club - Wrecking Crew	\$60.00		
Softball Club - Wrecking Crew	\$60.00		
Baseball Shortstops	\$35.00		
Softball Shortstops	\$35.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Soccer K, 1 & 2			
Registration	\$39.00		
Sponsor	\$350.00		
Golf Lessons	N/A		
Tennis Lessons	N/A		
Tot Lot			
One Week	\$32.00		
Six Weeks	\$150.00		
One Day	\$9.00		
Open Gym in schools	No Charge		
Special Events	Cost	Plus \$5.00	
Tournaments	Cost	Plus 0-10%	
Indoor Park, 1-5 years	\$28.00		
Full Session (18- 22 times)	\$40.00		
Mini Session	\$18.00		
Daily	\$3.00		
Chew & View - 2 hours	\$6.00		
Parents Night Out - 2 hours	\$8.00		
Birthday Party	\$125.00		
Birthday Party - Theme Package	\$155.00		
Add Pizza	\$30.00		
3 on 3 Basketball Tourney	\$30.00	Per Team	
Soccer Tournament	\$20.00		
Hot Shot Basketball	\$5.00		
Free Throw Contest	\$5.00		
Karate	\$32.00		
New Sports & Active Programs	Charge	Comparable	
Sack Lunch Days	\$28.00		
Tumbling - 5 sessions	\$32.00		
Hockey - Inline			
Registration	N/A		
Sponsor	N/A		
Camp Cedar Falls			
One Week	\$150.00		
Full Summer 8 weeks (1 week free)	\$1,050.00		
Full Summer 9 weeks (1 week free)	\$1,200.00		
Whole Summer (weeks x \$120)			
Pre and Post Care			
Daily	\$5.00		
Weekly	\$20.00		
Note: Sponsorship determined by cost of t-shirts adjusted up to the nearest \$50.00 increment.			
SWIM POOL FEES			
Daily Admission - Indoor			
Infant (under 2)	\$3.00		
Youth (3-17)	\$5.00		
Adult (18 & Up)	\$5.00		
Daily Admission - The Falls			
Infant (under 2)	\$3.00		
Youth (3-17)	\$12.00	(sales tax included)	
Adult (18 & Up)	\$10.00	(sales tax included)	
Summer			
Memorial Day-1st Day of School			
Family Season Pass			
Resident**	N/A		
Non-Resident**	N/A		
Child Care Provider Pool Pass - Mon-Fri	\$40.00	(plus tax)	Remove Fee
Adult Season Pass			
Resident	\$40.00	(plus tax)	
Non-Resident	\$60.00	(plus tax)	
Youth Season Pass			
Resident	\$50.00	(plus tax)	
Non-Resident	\$60.00	(plus tax)	
Lap Swim - Indoor			
Resident	\$40.00	(plus tax)	
Non-Resident	\$60.00	(plus tax)	
Winter Indoor			
1st Day of School-Memorial Day			
Family Season Pass			
Resident	\$135.00	(plus tax)	
Non-Resident	\$145.00	(plus tax)	
Adult Season Pass			
Resident	\$100.00	(plus tax)	
Non-Resident	\$105.00	(plus tax)	
Youth Season Pass - 17 & Under			
Resident	\$80.00	(plus tax)	
Non-Resident	\$85.00	(plus tax)	
*RCM - Rec Center Membership		Remove	
Swim Lesson - Youth	\$36.00		
Swim Lesson - Adult	\$38.00		
WSI	N/A		
Aqua Trim	\$36.00		
Deep Water Aqua Trim	\$36.00		
Aqua Trim Tryout	\$5.00		
Stretching Aqua Trim	\$36.00		
Lap Swim - Daily Indoor	\$5.00	Or Pass	
Life Guarding	\$135.00		
Lifeguard Recertification	\$86.00		
Scuba Diving	Cost	Plus \$10.00	
Pool Rental ID, 1-75 people	\$75/hr.	(plus tax)	
Pool Rental ID, 76 or more people	\$90/hr.	(plus tax)	
Pool Rental OD			
Zero Depth - 2 hours	\$240.00	(plus tax)	
Zero Depth / Lazy River / 2 Waterslides -- 2 hours	\$465.00	(plus tax)	
Lap Pool / Lazy River / 2 Waterslides - 2 hours	\$565.00	(plus tax)	
Lap Pool - 2 hours	\$365.00	(plus tax)	
Entire Facility - 2 hours			
No Concessions	\$665.00		
Concessions Sold	\$45.00/hr.		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Cost - Programs that are listed, as cost will be charged on the basis of direct program costs excluding administration and office costs.			
New programs will be charged a comparable fee to other similar activities			
Sponsor fee may change in some cases depending on the registration, program changes or sponsor charge.			
RECREATION CENTER			
Admission			
Daily Resident		<i>Note: modified ages to be consistent with age at the Falls.</i>	
24 & Under	\$5.00 (sales tax included)	Change: 17 & Under	\$5.00 (Sales tax included)
		Add: Student (18-23)	
Adult 25 & Over	\$10.00 (sales tax included)		
Senior Citizen	\$5.00 (sales tax included)		
Veteran	\$5.00 (sales tax included)		
Holiday Special Event Admission	\$3.00 (sales tax included)	Per person - Any age	
Resident Yearly Memberships**			
Individual			
12 Grade & Under	\$115.00 (plus tax)	Change: 17 & Under	\$155.00 (plus tax)
		Add: Student (18-23)	
Adult	\$175.00 (plus tax)		
Senior Citizen	\$155.00 (plus tax)		
Veteran	\$155.00 (plus tax)		
Family	\$260.00 (plus tax)		
Non-Resident Yearly Memberships**			
Individual			
12 Grade & Under	\$210.00 (plus tax)	Change: 17 & Under	
Adult	\$355.00 (plus tax)		
Senior Citizen	\$290.00 (plus tax)		
Veteran	\$290.00 (plus tax)		
Family	\$465.00 (plus tax)		
Monthly Membership - Resident			
18 & Under	\$20.00 (plus tax)	Change: 17 & Under	
University Student (19-23)	\$25.00 (plus tax)		
Adult 19 & Over	\$30.00 (plus tax)	Change: 18 & Over	
Family	\$45.00 (plus tax)		
Senior Citizen	\$25.00 (plus tax)		
Veteran	\$20.00 (plus tax)		
Monthly Membership - Non-Resident			
18 & Under	\$35.00 (plus tax)	Change: 17 & Under	
Adult 19 & Over	\$55.00 (plus tax)	Change: 18 & Over	
Family	\$70.00 (plus tax)		
Senior Citizen	\$40.00 (plus tax)		
Veteran	\$40.00 (plus tax)		
Replace I.D. Card	\$9.00 (plus tax)		
Corporate Rate			
Individual	\$235.00 (plus tax)		
Family	\$310.00 (plus tax)		
Racquetball			
Drop-in, per hour	\$0.00 Each		
Reservation, per hour	\$2.00 Each		
10 Punch Card	\$17.00 to \$20.00 Value		
Child Care			
2-hour stay	\$3.00		
20-Punch Card	\$40.00		
Rentals			
Resident Non-profit Organizations			
Entire facility w/ adequate approved adult supervision 1:20 ratio			
Per Hour	\$125.00 (plus tax)		
Each additional hour	N/A		
Maximum cost (12 hr. max.)	N/A		
Meeting Room	\$10.00 Per hour + staff cost (plus tax)		
Multi-Purpose Room	\$25.00 Per hour (plus tax)		
Gym Rental			
Fit Gym	\$40.00 Per hour + staff cost (plus tax)		
Main Gym			
Half	\$40.00 Per hour + staff cost (plus tax)		
All	\$75.00 Per hour + staff cost (plus tax)		
Activity Room	\$25.00 Per hour + staff cost (plus tax)		
Locker Rental per Month	\$5.00	Add: Orchard Hill Pickleball Courts	\$4.00 per 1/2 hour (plus tax) per court
Locker Rental per Year	\$50.00		
*s.c. - Staff Cost (if needed)	\$25.00	Remove fee	
** Memberships include free towel usage and all drop-in fitness classes, as pandemic conditions allow.			
CITY EMPLOYEE WELLNESS RATES			
Recreation Center Membership			
Individual	\$30.00 (plus tax)		
Family	\$40.00 (plus tax)		
Summer Swim Pass, purchased after May 1		Change: Summer Swim Pass	
Individual	\$75.00 (plus tax)	Change: Individual Youth	\$30.00 (plus tax)
		Add: Individual Adult	\$30.00 (plus Tax)
Family	\$115.00 (plus tax)	Remove fee	
* adult & 4 or less children or 2 adults and 3 or less children. Ea. Additional child in the family will be \$10.00		Remove fee	
Indoor Lap Swim Pass	\$45.00 (plus tax)-EE Retires, Veterans	Change: Lap Swim/Water Walking Pass	\$30.00
Winter Swim Pass, purchased after August 14			
Individual w/ RCM	\$12.50 (plus tax)	Change: Individual	\$10.00
Family w/ RCM	\$25.00 (plus tax)	Change: Family	\$60.00
Individual w/o RCM	\$47.50 (plus tax)	Remove fee	
Family w/o RCM	\$65.00 (plus tax)	Remove fee	
A full list of drop in fitness classes now included under the membership can be found on the web at www.cedarfalls.com/fitness			
COMMUNITY CENTER RENTAL			

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Regular Hours: Monday-Friday 8am - 4pm		Change: <i>Regular Hours:</i> <i>Monday 8am - 1pm, Tuesday-Friday 8am - 4pm</i>	
Seniors citizens (over 65) Events:		Change: <i>Senior Citizen Groups</i>	
Monday-Friday Non-Holidays 8am - 4pm		Remove	
Non-Organized Clubs	No Charge	Remove	
Organized Clubs	\$8.00 Per hour	Remove	
Outside Regular Community Center Hours	\$10.00 Per hour		\$30.00
All Other Non-Profit Events:		Remove	
Non-Holiday weekdays 8am-4pm		Remove	
Area of facility (Includes Staff Cost): Minimum 1 1/2 hour Rental		Remove	
Main Hall	\$50.00 Per hour	Remove	
Dance Floor	\$25.00 Per hour	Remove	
Main Hall and Dance Floor	\$60.00 Per hour	Remove	
Weekends, Holidays & Outside of Regular Hours - Minimum 1 1/2 hour Rental		Change: <i>Non-holiday Evenings & Weekends - Minimum 2 Hour Rental</i>	
Area of facility (Includes Staff Cost):			
Main Hall	\$60.00 Per hour		\$100.00
Dance Floor	\$30.00 Per hour		\$50.00
Main Hall and Dance Floor	\$75.00 Per hour		\$140.00
Security Deposits for Weekends, Holidays & Outside of Regular Hours:			
Non-Beer and/or Wine Events	\$250.00		
Events with Beer and/or Wine	\$500.00		
HEARST CENTER FOR THE ARTS:			
Members of Friends of the Hearst receive 10% off space rental			
Qualifying nonprofit or educational groups receive 50% off space rental			
Equipment and staffing fees are the same for everyone			
Mae Latta Hall	45.00 Per hour		50.00
Hearst Reading Room	20.00 Per hour	Remove. Note: Room is no longer available	
Nancy Price Meeting Room	15.00 Per hour		20.00
Rownd I & Rownd II Classrooms	35.00 Per hour for one room		40.00
	50.00 Per hour for both rooms		
McElroy Classroom	35.00 Per hour		40.00
Corning Patio	40.00 Per hour		
	20.00 Per hour if rented in addition to classroom		
Sculpture Garden	350.00 up to four hours		
	50.00 each additional hour		
Equipment Use and Service:			
Piano	45.00		
Room Set-Up	30.00 for events fewer than 25		35.00
	45.00 for groups 26-100		
Additional Fees:			
Staff member if event takes place outside center hours	\$30.00 Per hour		\$35.00
An additional fee will be deducted from the security deposit if the space requires cleaning.			
A nonrefundable deposit of 50% of the rental fee is due at the time the reservation is made			
All events during which food or beverages will be served require a security deposit of \$250.00			
Beer and wine may be served only in compliance with the Hearst Center's alcoholic beverage policy and will require a \$500 security deposit. Hard liquor is not allowed			
VISITOR CENTER RENTAL			
During Regular Business Hours:			
Monday-Friday			
Half Day (4 hours)	\$150.00	Flat Fee - 30 people maximum. Use of conference room and patio only.	
Full Day (8 hours)	\$300.00	Flat Fee - 30 people maximum. Use of conference room and patio only.	
PAW PARK			
Usage Fees			
Annual			
First Dog	\$15.00		
Each Additional Dog	\$15.00		
Daily	\$2.00 Per dog		
VETERANS PARK			
Memorial Brick	\$75.00		
CEMETERY FEES			
Services			
Adult Spaces, Flush Marker Section	\$750.00		
Perpetual Care	\$150.00	additional	
Adult Spaces, Monument Section	\$850.00		
Perpetual Care	\$170.00	additional	
Infant Spaces 2' X 5'	\$250.00		
Infant Spaces 2.5' X 5'	\$260.00		
Adult Open and Close - Weekday	\$800.00		
Adult Open and Close - Saturday a.m.	\$950.00		
Adult Open and Close - Saturday p.m.	\$1,000.00		
Adult Open and Close - Less than 8-hour Notice	\$1,100.00		
Infant Open and Close - Weekday			
Without Tent	\$350.00		
With Tent	\$400.00		
Infant Open and Close - Saturday			
Without Tent	\$425.00		
With Tent	\$500.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE		
PM - Add	\$50.00				
Columbarium, 1 space (includes open to close, plaque, perpetual care)	\$2,500.00				
Cremains - Weekday					
Without Tent	\$400.00				
With Tent	\$450.00				
Cremains - Saturday					
Without Tent	\$500.00				
With Tent	\$600.00				
PM - Add	\$100.00				
Winter Cremains - Weekday with Tent	\$650.00				
Winter Cremains - Saturday a.m. with Tent	\$750.00				
Winter Cremains - Saturday p.m. with Tent	\$800.00				
Services before 9:00 a.m.	\$175.00	Additional			
Services entering Cemetery after 2:00 p.m.	\$400.00	Additional and			
	\$150.00	Each hr after 3:00 p.m.			
Disinterment - Adult	\$1,600.00				
Disinterment - Infant/Cremains	\$550.00				
Foundation and Marker Permit (Charged to Monument Company)	\$80.00				
Cemetery Lot Ownership and Deed Changes	\$80.00				
NOTE: No Tent Service Available for Interments which Require a Vault					
SEC. 16-99 HAZARDOUS WASTE SPILLS	\$50.00	Min. per Incident			
SEC. 17-232 TREE TRIMMER'S LICENSE	\$55.00	Each year			
Bond or Evidence of Insurance	\$5,000.00				
Certificate of Liability Insurance	\$100,000/ \$300,000				
SEC. 17-247 FAILURE TO DESTROY NOXIOUS WEEDS & OTHER VEGETATION					
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A.§364.12(3)(g), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. https://iowadot.gov/local_systems/Equipment-Rates		
For Hire Contractor Labor & Equipment, plus processing	Amount Invoiced by Contractor + 10% of contractor invoice				
SEC. 19-57 MAILBOX DAMAGE REPAIR	Up to/not to exceed \$75.00				
SEC. 19-176 SIDEWALK CONSTRUCTION OR REMOVAL PERMIT	\$30.00				
SEC. 19-183 REPAIR OF DEFECTIVE SIDEWALKS					
For Hire Contractor	Amount Invoiced by Contractor	These costs shall be assessed against the abutting property for collection in the same manner as a property tax. I.C.A.§364.12(2)(b), (e)			
SEC. 19-185 REMOVAL OF SNOW & ICE FROM SIDEWALKS					
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A.§364.12(3)(g), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. https://iowadot.gov/local_systems/Equipment-Rates		
For Hire Contractor Labor & Equipment	Amount Invoiced by Contractor				
SEC. 19-214 DRIVEWAY ENTRANCE PERMIT	\$30.00				
SEC. 19-217 DRIVEWAY CONTRACTOR'S BOND	\$5,000.00	Renewable annually			
SEC. 19-2 STREET MEETINGS					
Use of barricades for block parties or street closures	\$25.00	Block - up to Maximum of \$100.00			
SEC. 19-74(d) TABLES, CHAIRS AND/OR BENCHES PERMIT	\$25.00	Annually			
SEC. 19-74(e) TEMPORARY SIGNS PERMIT FOR DOWNTOWN SIDEWALK	\$25.00	Annually			
SEC. 19-96 SIDEWALK CAFÉ PERMIT	\$50.00 \$250.00	Annually Cash deposit			
SEC. 19-100 PUBLIC RIGHT OF WAY EASEMENT	\$1.00	Per square foot of public sidewalk within sidewalk café area			
SEC. 19-134 EXCAVATION PERMIT	\$30.00				
SEC. 20-34 APPROVAL OF MINOR PLAT	\$150.00				
SEC. 20-59 APPROVAL OF PRELIMINARY PLAT	\$300.00	Plus \$5.00 per acre			
Resubmittal (two or more resubmittals)	\$100.00	per resubmittal			
SEC. 20-104 APPROVAL OF FINAL PLAT	\$300.00				
Resubmittal (two or more resubmittals)	\$100.00	per resubmittal			
SEC. 20-144 PROCESSING FEES FOR DEDICATION, VACATION OF CITY RIGHT-OF-WAY	\$200.00		Note: State requirements have added several time-consuming steps to the process to vacate ROW	250.00	
UTILITY EASEMENT VACATION	\$200.00				

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE		
CHAPTER 23 TRAFFIC AND MOTOR VEHICLES					
PARKING METER		Fees Covered By Ordinance			
SEC. 23-359 IMMOBILIZATION OF VEHICLES	\$50.00				
SEC. 23-413 PARKING PERMITS	\$35.00	per month			
SEC. 23-413 PAID PARKING RATES	\$0.50	per hour			
SEC. 23-654 ISSUANCE OF BICYCLE REGISTRATION TAG	\$2.00				
CHAPTER 24 UTILITIES					
SEWERS AND SEWAGE DISPOSAL					
Septic Tank Discharge Fee	\$13.00	per 1,000 gallons of tank truck capacity		25.00	
Hydro-Cleaner	\$150.00	Per Hour			
Sludge Truck	\$150.00	Per Hour			
Sewer Televising Apparatus	\$150.00	Per Hour			
Utility Truck	\$75.00	Per Hour			
Pump	\$50.00	Per Hour			
All equipment listed above: 1-Hour Minimum					
Personnel: 1-Hour Minimum	Employee's Effective Rate	Plus 20% administrative fee			
SEC. 24-304 STORM WATER POLLUTION PREVENTION PLAN APPLICATION					
Subdivision plat or initial land development	\$50.00	Per acre exposed			
Subsequent development of lot or parcel of original tract of land	\$100.00	Single family unit			
	\$50.00	Per residential unit for multiple unit complex			
	\$10.00	Per 1,000 sq. ft. of impervious surface			
SEC. 25 VEHICLES FOR HIRE					
SEC. 25-30 License Fee	\$110.00	Each year before March 31			
	\$165.00	after March 31			
	\$30.00	Each vehicle before March 31			
	\$45.00	after March 31			
Vehicle replacement/substitution	\$10.00	Each vehicle/ Each occurrence			
SEC. 25-35 APPLICATION FOR DRIVER - VEHICLE FOR HIRE	\$12.00	Each			
SEC. 25-41 Renewal of License	\$6.00	Each renewal before March 31			
	\$12.00	Each renewal after March 31			
SEC. 26 ZONING ORDINANCE FEES					
			Change: Zoning. Note: Revised title for consistency with other sections		
			Add: Zoning Verification	50.00	
Rezoning Request	\$525.00				
Comprehensive Plan/Future Land Use Map Amendment	\$150.00				
Board of Adjustment – Variances	\$375.00				
Board of Adjustment – Special Exceptions	\$375.00				
Land Use Permits	\$40.00			45.00	
Master Plan Amendment	\$150.00				
Signs, Minimum all signs and	\$40.00				
Each additional sq. ft. of sign area > 100 sq. ft. \$200.00 max.	\$1.00				
Site Plan Review					
- Façade Review for commercial & minor residential improvements	\$60.00				
- Residential Review, Single Family & Two-Family Residential	\$115.00				
- Commercial Review including multi-family residential facilities	\$350.00				
-Commercial and Multi-family (over 2 units), when no P&Z/CC review is applicable	\$200.00				
-Resubmittal (two or more resubmittals)	\$100.00	per resubmittal			
			Add: Working without a permit. Note: if required land use permit not obtained prior to project starting	50.00	
SEC. 26-134 Communication Towers Small Wireless Facility					
Initial Application Fee	\$500.00	5 or more, \$500/first + \$50/each additional			
Annual Usage Fee	\$100.00	per year, per facility			
SEC. 26-138 Wind Energy Facilities					
	\$200.00				
COMMERCIAL FIRE INSPECTION FEE SCHEDULE					
The purpose of this ordinance is to provide minimum standards to safeguard life, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all non-residential businesses, buildings and structures within this jurisdiction and certain equipment specifically regulated by the adopted Fire Code of the City of Cedar Falls.					
New Construction applications for permit shall comply with the adopted Codes of the City of Cedar Falls.					
ANNUAL LIFE SAFETY PERMITS, LICENSES, AND CERTIFICATIONS FEES					
The following fees shall be established for the permits, licenses, certificate's, approvals, life safety inspections and other functions performed under this Code and shall be payable by the Non-residential businesses to the City of Cedar Falls. Such fees shall accompany each application for such permit, approval, certificate, or other fee-related Code provisions.					
(1) Non-residential businesses annual fee schedule for life safety inspection.					

Item 32.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE															
<p>The inspections, thus the fee schedule shall be based on occupancy, or individual business. Therefore, if there are more than one occupancy or businesses in a single building, each business, and the business owner/occupant thereof, will be responsible for the inspection and the fee. The actual payment of the fee between the occupant and the landlord is between those parties and the lease agreement; the City will not be involved in such agreements. If there is a common area, the inspection and fee for this common area will be the responsibility of the building/property owner.</p>																		
<table border="1"> <thead> <tr> <th>SQUARE FOOT</th> <th>Fee</th> </tr> </thead> <tbody> <tr> <td>1 - 2,000</td> <td>\$40</td> </tr> <tr> <td>2,001 - 10,000</td> <td>\$70</td> </tr> <tr> <td>10,001 - 20,000</td> <td>\$100</td> </tr> <tr> <td>20,001 - 50,000</td> <td>\$195</td> </tr> <tr> <td>50,001 - 100,000</td> <td>\$225</td> </tr> <tr> <td>over 100,000</td> <td>\$300</td> </tr> </tbody> </table>			SQUARE FOOT	Fee	1 - 2,000	\$40	2,001 - 10,000	\$70	10,001 - 20,000	\$100	20,001 - 50,000	\$195	50,001 - 100,000	\$225	over 100,000	\$300		
SQUARE FOOT	Fee																	
1 - 2,000	\$40																	
2,001 - 10,000	\$70																	
10,001 - 20,000	\$100																	
20,001 - 50,000	\$195																	
50,001 - 100,000	\$225																	
over 100,000	\$300																	
<p>Any building that is fully sprinkled will receive a credit of 50%, of the square footage relative hazard class fee. (This is to show the importance of sprinklers relative to life safety and the type of building construction.)</p>																		
<p>REINSPECTION FEES:</p>																		
<p>At the time of the initial inspection, the occupant and/or owner will receive a copy of the life safety inspection indicating which violations need to be corrected. Along with this will be a standard letter listing the date of reinspection as well as the schedule of fees, as listed in the fee schedule. Fees will be assessed if they do not comply at the time of the first, second, or third reinspection date. If the Fire Department is notified in writing, (by mail or hand delivered) in a timely manner, and repairs are scheduled, a reinspection date may be rescheduled to allow more time to complete repairs. Non-profit entities or governmental agencies are not exempt from the reinspection fees as listed in the fee schedule.</p>																		
<p>REINSPECTION FEES DO NOT APPLY IF VIOLATIONS ARE CORRECTED PRIOR TO THE SCHEDULED REINSPECTION DATE. IF DURING A REINSPECTION VIOLATIONS ARE STILL PRESENT, A REINSPECTION FEE WILL APPLY AS PER THIS FEE SCHEDULE. (First - \$100, Second - \$150, Third - \$200, Each after Third - \$200)</p>																		
<p>FIRE RESPONSE INSURANCE RECOVERY FEE:</p>																		
<p>Whereas a property owner's insurance policy provides for a fire department response fee, a fee of \$500 shall apply to the owner of a residential property and a fee of \$1000 shall apply to the owner of a commercial property in which the fire department responds to suppress a building fire.</p>																		
<p>The fire chief has the authority to waive or negotiate a more appropriate service fee based on hardship, established self-insurance plans and larger deductibles.</p>																		



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Information Systems Division

TO: Mayor Rob Green and City Council Members
FROM: Julie Sorensen, Information Systems Manager
DATE: June 12, 2023
SUBJECT: Network Switch Replacement

The current network switches are nearing end of vulnerability updates which means the manufacturer will not be pushing out any more security updates for the hardware. The ability to be able to update the firmware on the switches is imperative to keeping the City's network safe. Currently, the lead times for these switches have been averaging 90+ days, so we would like to order these and have them in place before the end of security updates dates arrives. The costs were included in the 2024 CIP budget and the actual hardware should not arrive until the 2024 fiscal year.

We put a bid out to four vendors to replace the switches, including the Sourcewell state license contract holder. We heard from three vendors and have included a summary of these bids below:

Vendor	Cost	Notes
IP Pathways	\$71,718.48	<ul style="list-style-type: none"> Support was 24X7 with 4 hours replacement. Included all power supply and fans requested
CDW-G	\$71,880.00	<ul style="list-style-type: none"> Didn't include all power supplies and fans requested. State of Iowa contract Cisco NVP price Support was M-F 8-5, next business day replacement.
Heartland Business Systems	\$63,865.52	<ul style="list-style-type: none"> Didn't include dual power supply and port side fans like we requested. Support was M-F 8-5, next business day replacement.

Based on the solutions provided by the above vendors we recommend IP Pathways. This bid included all power supplies, and accessories we requested. It included a 24X7 hourly support with 4 hour lead time on replacement parts. Something needed in order to support police and fire.

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

Julie Sorensen
 Manager of Information Systems



CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Robert M. Green and City Council
From: Craig Berte, Public Safety Services Director *CB*
Date: June 12th, 2023
Re: Consolidated Public Safety Communications 28E Agreement

Attached is an amended Consolidated Public Safety Communications 28E Agreement. We have had a 28E agreement with consolidated dispatch for nearly three decades. An amended agreement has been prepared to reflect the changes to the financing portion of the agreement (Section 10). As you are all aware, the Black Hawk County Emergency Management Commission recently decided, by a majority vote, to change the formula in which the Consolidated Dispatch Center is funded.

The fee that the City of Cedar Falls pays for police and fire 911 center and dispatch services is dictated by our local Emergency Management Commission. They recently voted to assign the costs to operate the dispatch center to be proportionate with property tax valuations in Black Hawk County. This is the 3rd time that the funding formula has changed in the existence of the Consolidated Communication Center.

The assigned costs to operate the center in FY24 are in Attachment A of the agreement. The cost reflected in Attachment A is reduced by the amount that Mercy One Cedar Falls pays for the dispatching of their ambulance units. We will continue to research all other viable dispatch and equipment options for the residents of Cedar Falls.

I recommend approval of this amended agreement.

CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS 28E AGREEMENT

ARTICLES of 28E AGREEMENT made and entered into this ____ day of __, 2023, by and between the parties, Black Hawk County, hereafter referred to as "County"; the City of Waterloo, hereafter referred to as "Waterloo"; the City of Cedar Falls, hereafter referred to as "Cedar Falls"; the City of Evansdale, hereafter referred to as "Evansdale"; the City of Hudson, hereafter referred to as "Hudson"; the City of La Porte City, hereafter referred to as "La Porte"; the City of Dunkerton, hereafter referred to as "Dunkerton"; and the City of Gilbertville, hereafter referred to as "Gilbertville"; or such of them as may become signatories hereto.

IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1: PURPOSE

For the purpose of gaining economy of operations while maintaining improving, and coordinating the professional dispatching of public safety services in Black Hawk County, the Consolidated Public Safety Communications Center, hereafter referred to as the "Center" is hereby created. The Center shall be operated and maintained pursuant to this Agreement and shall provide dispatch and communications services to all participating government agencies in Black Hawk County.

ARTICLE 2: PLACE OF OPERATION

The Center shall be housed at County expense in a facility provided by Black Hawk County. However, utilities, cleaning, remodeling and such other expense attributable to the Center operations will be prorated among the parties.

ARTICLE 3: LEGAL STATUS

No separate legal entity under Iowa law is created nor is any obligation incurred by the participating parties other than those specified in this Agreement or as may be added by amendment properly executed in the manner hereafter provided. This Agreement is intended to obligate the participants pursuant to Chapter 28E of the Code of Iowa.

ARTICLE 4. COMMENCEMENT OF OPERATIONS

Center operations shall commence on a date determined by the Center Board. Start-up costs and costs incurred in implementing this Agreement shall be advanced by the County and reimbursed according to the formula set out in this Agreement if some or all of the funding anticipated has not yet been received at time of commencement. The entities providing the funds shall be reimbursed proportionately.

ARTICLE 5: DURATION

The duration and existence of this Agreement shall be for a period of one year with automatic renewal unless terminated by the parties according to the terms of the Agreement hereafter provided. The attached assessments shall be reviewed every three years.

ARTICLE 6: CONSOLIDATED PUBLIC SAFETY COMMUNICATIONS CENTER BOARD

SECTION 1: There is hereby created a Consolidated Public Safety Communications Center Board, herein referred to as the Center Board, which shall be operated pursuant to this Agreement.

SECTION 2: An eleven-member Public Safety Communications Center Board (hereafter referred to as the "Center Board") composed of: the Black Hawk County Sheriff, the City of Waterloo Fire Chief, the City of Waterloo Police Chief, the City of Cedar Falls Police Chief, the City of Cedar Falls Fire Chief, the City of Evansdale Police Chief, the City of Hudson Police Chief, the City of La Porte City Police Chief, the City of Dunkerton Police Chief, the City of Gilbertville Police Chief, and one Fire Chief representing the other fire departments "whose home base is within a city that is located in Black Hawk County, is hereby created.

SECTION 3: The Center Board shall adopt, establish and approve all policies and procedures and be responsible for the operation of the Center subject to the limitations and dispute resolution procedures of this agreement, except that the Center Board shall adopt Black Hawk County Personnel Policies, which shall be applicable to all Center personnel.

SECTION 4: The position of Chairperson of the Center Board shall be selected by the Center Board on a majority vote on an annual basis. The Chairperson, through the Center Administrative Supervisor, shall cause minutes of the Center Board meetings to be prepared and distributed to the Center Board members and the participating cities' Mayors and the County Board of Supervisors. Each Center Board member shall be entitled to one vote. All meetings shall be governed by the parliamentary procedures set forth in Robert's Rules of Order.

SECTION 5: The meetings of the Center Board shall be public proceedings subject to the Iowa Open Meetings Law. To the extent allowed by the Iowa Open Records Law, the minutes and records of the Center shall be public.

ARTICLE 7: CONSOLIDATED OVERSIGHT BOARD

PUBLIC SAFETY COMMUNICATIONS BUDGET

SECTION 1: A Consolidated Public Safety Communications Budget Oversight Board (herein- after referred to as the Oversight Board) composed of the County Board of Supervisors (who collectively shall have only one vote) and the Mayors of the participating cities is hereby created. This Board shall be called together by the Chairperson of the County Board of Supervisors in November of each year for the purpose of discussing and approving the budget of the Communications Center as proposed by the Center Board for the coming fiscal year. The Chairperson shall cause minutes of the Oversight Board meetings to be prepared and distributed to the Oversight Board members. Each Oversight Board member shall be entitled to one vote, except the County Board of Supervisors, who collectively shall have only one vote. All meetings shall be governed by the parliamentary procedures set forth in Robert's Rules of Order.

SECTION 2: The Chairperson of the County Board of Supervisors may call additional meetings from time to time to discuss concerns. In the event of the unavailability of the Chairperson of the County Board of Supervisors, any two Mayors of participating cities may call a special meeting.

SECTION 3: The meetings of the Budget Oversight Board shall be public proceedings subject to the Iowa Open Meetings Law. To the extent allowed by the Iowa Open Records Law, the minutes and the records of the Center shall be public.

ARTICLE 8: COMMUNICATIONS CENTER MANAGEMENT

SECTION 1: All the usual and customary administrative, personnel, civil service regulations, accounting, budgetary, and procurement policies of Black Hawk County shall govern the Center in its operations and activities unless they conflict with policies and procedures adopted pursuant to this Agreement. Established collective bargaining agreements shall also supersede any Center Board policies or procedures. In the event of a conflict, except with regard to collective bargaining matters, the conflict resolution procedures of Article 8 shall apply.

SECTION 2: The day-to-day operation of the Center shall be under the direction, supervision and management of the Chairperson of the Board, who shall delegate such authority for the operation and management of the Center as he or she deems appropriate, with the consent of the Center Board. The power of delegation includes the power to direct and control all Center personnel and operations of the Center pursuant to the operating procedures established by the Center Board.

SECTION 3: The management staff of the Center shall be appointed by the Center Board, which will also have the authority to remove an employee from a position with the Center for reasons deemed sufficient by the Center Board. The management staff of the Center shall be supervised by the Chairperson of the Center Board on behalf of the Center Board, subject to County policies as set out herein. Center management shall comply with all administrative, personnel, accounting, budgetary and procurement policies of Black Hawk County unless they conflict with policies and procedures contained in this agreement.

SECTION 4: The Chairperson of the Center Board shall appoint a Personnel Committee from the members of the Center Board. The Board Personnel Committee shall be responsible for all hiring and termination of Center employees as well as the issuance of disciplinary actions to Center employees. All actions of the Personnel Committee regarding hiring and termination of Center employees shall be ratified by the Center Board.

ARTICLE 9: COUNTY EMPLOYEES

All Center employees, including the management staff, shall be employees of Black Hawk County. Payroll and terms of employment shall be administered by Black Hawk County.

ARTICLE 10: FINANCING

The costs shares of the participants, the method of payment, and special financing arrangements and ownership of property shall be as follows: All personnel, equipment, and operating costs shall be advanced by and billed through Black Hawk County. The participants shall reimburse Black Hawk

County for same as set forth in the attached Exhibit A that represents each jurisdiction's share of the personnel, equipment, and operating costs for FY24 not reimbursed by the E911 Board. The E911 board will pay for 100 percent of all E911 related costs that are eligible under Iowa Code Chapter 34A to be recovered from the subscriber access charge. Related E911 costs which are construed by this agreement to be included are, but are not limited to, the installation of all necessary communications equipment and on-going system maintenance.

Reimbursement to Black Hawk County by the participants shall be determined as follows: Each participant's percentage of the reimbursable costs shall be based on the most recent assessed value for taxable property in the participant's jurisdiction. Each year thereafter, the Board will determine if the amount of percentages will change. The Center's Board will apply these percentages and submit the calculations, along with their proposed budget, to member governmental bodies and the Budget Oversight Review Board by November of each year. This will provide sufficient time for review, work session and approval by each representative agency prior to the certification of their respective fiscal year budgets.

ARTICLE 11: BUDGET PREPARATION

SECTION 1: The annual operating budget shall be prepared by the Administrative Supervisor and submitted to the Center Board for preliminary approval in October of each year.

SECTION 2: Copies of the projected costs for each agency for each fiscal year will be given to each representative agency as part of the budget process as stated in Article I.

SECTION 3: By November of each year, the Chairperson of the Center Board will forward the preliminary budget, along with the assessment factor, to the Budget Oversight Board for their review and possible work session, as laid out in Article 7.

SECTION 4: By December of each year, the Chairperson of the Black Hawk County Board of Supervisors shall forward the approved Center Budget to the County Finance Director for submission as part of the budget of Black Hawk County and to the County Auditor for billing.

ARTICLE 12: INSURANCE

The Center Board shall seek and maintain liability or comprehensive insurance coverage for Center operations and costs for same shall be divided and shared as provided for herein. Any participant may elect to obtain its own coverage for any separate liability it may have for Center operations.

ARTICLE 13: DISPUTE RESOLUTION

In the event of a dispute between the Center Board, the County and the Cities, the dispute may be submitted to arbitration. In order to qualify as a dispute, the matter must involve the center budget, center operation, or the terms of this agreement. At least four participants from the Center Board, County, or the Cities are required to request that the matter be submitted for arbitration.

The parties hereto agree that such a dispute between them shall be resolved by arbitration pursuant to and as authorized by Chapter 679A, Code of Iowa, 2013. In the event of such a dispute to be submitted for arbitration, the District Court shall be requested to appoint three (3) arbitrators to hear

the matter.

ARTICLE 14: TERMINATION

SECTION 1: Any party to this agreement may terminate its participation herein by giving at least twelve (12) month's prior written notice to all the other parties. Termination of the withdrawing party shall be effective at the beginning of the next fiscal year following the twelve (12) month notice.

SECTION 2: Termination shall not relieve the County, Cities, or the E911 Board of any financial obligation incurred before the effective termination date under the terms of this Agreement.

SECTION 3: Equipment and furniture owned solely by the County, Cities, or E911 Board shall be distributed according to the inventory of the Center Board. Equipment and furniture owned jointly shall be distributed in a manner consistent with the basis of the member's contribution. Distribution shall be based upon a majority vote of all members eligible to vote on the Center Board. Where full agreement is not reached, the equipment and furniture shall be liquidated and the proceeds distributed to the parties to the Agreement prorated upon the same basis that the parties contributed to the purchase of the equipment and furniture.

SECTION 4: The Center Board shall not be dissolved when there remains any indebtedness incurred by the Center Board.

ARTICLE 15: AMENDMENTS

The terms of this Agreement shall be amended only upon approval of any proposed amendment by a simple majority resolution of the participants.

ARTICLE 16: SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of application of this Agreement which can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 17: ADOPTION

This Agreement shall have full force and effect upon ratification by a majority of the participants.

ATTACHMENT A

ANNUAL ASSESSMENT

100% taxable property valuation

CITY/COUNTY	100% Property Valuations
Waterloo	\$1,352,055
Cedar Falls	\$1,168,017
Black Hawk County	\$537,835
Evansdale	\$77,200
LA Porte City	\$36,023
Hudson	\$58,309
Elk Run Heights	\$27,075
Raymond	\$19,181
Dunkerton	\$18,588
Gilbertville	\$13,164
TOTAL:	\$3,307,447

BLACK HAWK COUNTY, IOWA

BY: _____
Signature

Printed name **Chairperson**

Attest: _____
Signature

CITY OF CEDAR FALLS, IOWA

BY: _____
Signature

Printed name **Mayor**

Attest: _____
Signature

CITY OF HUDSON, IOWA

BY: _____
Signature

Printed name **Mayor**

Attest: _____
Signature

CITY OF DUNKERTON, IOWA

BY: _____
Signature

Printed name **Mayor**

Attest: _____
Signature

CITY OF WATERLOO, IOWA

BY: _____
Signature

Printed name **Mayor**

Attest: _____
Signature

CITY OF EVANSDALE, IOWA

BY: _____
Signature

Printed name **Mayor**

Attest: _____
Signature

CITY OF LAPORTE CITY, IOWA

BY: _____
Signature

Printed name **Mayor**

Attest: _____
Signature

CITY OF GILBERTVILLE, IOWA

BY: _____
Signature

Printed name **Mayor**

Attest: _____
Signature



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Administration Division

TO: Mayor Green and City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: June 12, 2023
SUBJECT: High School Pool 28E Agreement for Use, Operation and Maintenance and Resolution on Funding

For several years, the City and Cedar Falls School District have collaborated in planning and identifying funding for a new pool at the new high school currently under construction on West 27th Street. The existing indoor pools at the middle schools are both over 40 years old and becoming more and more unreliable. They are not suitable to host events for our local swim team. In addition, a separate entrance with secure access points allows the City potential to hold programs during the school day, which cannot happen now. Recognizing the benefits the City receives in cost sharing on operations as well as offering a facility, this project has been identified in the City's Capital Improvement Plan since January 4, 2021. Due to recent escalation in costs, the School District split the project into two phases:

- Phase 1 - building shell and associated site improvements of the sidewalks and parking lot (a contract has been signed, permit obtained, and work has started)
- Phase 2 is the pool and infrastructure to open and operate a functional pool (next phase, pending grants are obtained anticipate bidding in early 2024)

The total project cost is estimated to be \$21,000,000.

Two goals in the adopted Council Goals, Work Program and Financial Plan for FY24 are achieved with this project:

- 2.C.3)c. Coordinate with CFCSD on the completion of the new Cedar Falls High School; identify local, county and state facilities, programs and property which can minimize duplication of services and
- 5.C.13) Continue collaboration CFCSD on the development of plans for a new indoor community pool, co-located with the new Cedar Falls High School.

For over 40 years, the City has had a cooperative agreement with the School District for use of the pools at the two junior high schools. This agreement would continue until such time that the new high school pool is open for use. At that point, the attached and proposed 28E Agreement for Swimming Pool Use, Operation and Maintenance is

proposed to take effect. This new agreement is very similar to the cooperative agreement in the areas it addresses. It increases the City's operational support by 5% from our past agreement to be 50% of the operations. It also provides that the City will be guaranteed use of the facility for at least 50% of the time, excluding times that are undesirable for recreational programming such as late night or Sunday mornings. It provides the opportunity for daytime programming that has not been possible due to school security issues with the design of the junior high schools. Finally, a committee will be established that will ensure good communication, planning and budgeting for the facility. We have experienced a very good working relationship with the School District and wish to have the structure in place that will ensure that continues 20 years into the future. This agreement would be effective for 20 years, to recognize the substantial City support of the project. Amendments can be made upon mutual agreement. After 20 years, a new agreement would be needed to continue the partnership.

The FY23-28 CIP identified \$8,000,000 in City funds to support the overall total project cost of \$21,000,000. City funding would be through the Recreation Center Capital (RCCIP), Economic Development Fund (EDF), and General Fund Savings (GFS). The approved FY24 budget reduced the capacity to provide the originally planned amount for FY24 of \$5,500,000. Staff has discussed this with school district staff and the project can stay on track with funding of \$4,000,000 in FY24 and \$4,000,000 in FY25.

The School District and City will be partnering to apply for several grants. A request for Community Attraction and Tourism (CAT) grant from the State of Iowa and to the Black Hawk County Gaming Commission are anticipated this calendar year. Resolutions of support will be requested at the time each grant request is nearing submittal.

Staff recommends approval of resolution that would approve both the 28E Agreement for Swimming Pool Use, Operation and Maintenance as well as the funding amounts and timelines to provide the funding.

xc: Ron Gaines, City Administrator
Mike Soppe, Recreation & Community Programs Manager
Dr. Andy Pattee, Superintendent (School District)
Denelle Gonnerman, Chief Financial Officer (School District)

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A
28E AGREEMENT FOR SWIMMING POOL USE, OPERATION AND MAINTENANCE,
AND CITY FUNDING TO THE PROJECT WITH THE
CEDAR FALLS COMMUNITY SCHOOL DISTRICT**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of a 28E Agreement for Swimming Pool Use, Operation and Maintenance with the Cedar Falls Community School District for the new High School pool at 2701 West 27th Street, and

WHEREAS, the City's adopted FY23-28 Capital Improvements Plan outlines City funding will be provided to support a portion of the costs related to building the new facility that in total is \$21,000,000 to complete, and

WHEREAS, the Swimming Pool facility will be built in two phases: Phase 1 is the building shell and associated site improvements of the sidewalks and parking lot, Phase 2 is the pool and infrastructure to open and operate a functional pool, and

WHEREAS, the Cedar Falls Community School District and City plan to apply for grants to support a portion of the costs related to building the new facility, and

WHEREAS, the funding must be confirmed for grant application assurances, and

WHEREAS, the City of Cedar Falls funding will be provided as follows: Phase 1 - \$4,000,000 upon start of construction of Phase 1 or after July 1, 2023, whichever is later; and Phase 2 - \$4,000,000 upon issuance of the permit for Phase 2 or after July 1, 2024 whichever is later, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize execution of said Agreement and funding.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls,

Iowa, that said Agreement and funding is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Cedar Falls, Iowa and issue funds in accordance with the terms as stated.

ADOPTED this 20th day of June, 2022.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

28E Agreement for Swimming Pool Use, Operation and Maintenance

Between

City of Cedar Falls, Iowa

And

Cedar Falls Community School District

Recitals

This Agreement is made on the _____ day of _____, 2023, by and between the City of Cedar Falls, Iowa (the “City”), and the Cedar Falls Community School District (the “School District”).

WHEREAS, the City is an Iowa local government existing under the provisions of Iowa Code Chapter 372; and

WHEREAS, the School District is located in Cedar Falls, Black Hawk County, Iowa, is governed by the School Board of Directors, and pursuant to Iowa Code § 297.22, the board of directors of any school district is provided with the power to sell, lease, exchange, give or grant or accept any interest in real property to, with or from any municipal corporation if the real property is within the jurisdiction of both the grantor and the grantee; and

WHEREAS, the City is responsible for providing recreational and athletic services to the Cedar Falls general public as part of its comprehensive recreational and leisure activities programs; and

WHEREAS, the City’s financial contributions will total \$8,000,000 to the construction of a new \$21,000,000 swimming facility to be located on the campus of Cedar Falls High School (the “Swimming Pool”); and

WHEREAS, the City and the School District will benefit from the joint use, operation and maintenance of the Swimming Pool to meet the needs of their respective constituencies; and

WHEREAS, the City and the School District have determined that it is in their best interests and in the best interests of the students and patrons of the School District as well as the residents of Cedar Falls to establish rules and procedures for the cooperative use, operation and maintenance of the Swimming Pool.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth below, the City and School District mutually agree as follows.

Agreement

1. Purpose. The purpose of this Agreement is for the City and the School District to jointly utilize the Swimming Pool to meet the athletic, recreational and other needs of the students and patrons of the School District as well as the residents of the City; and to share in the operation, repair, capital and maintenance costs of the Swimming Pool as set forth in this Agreement.
2. Effective Date; Duration. This Agreement shall become effective as of the date it is filed with the Iowa Secretary of State. The term of this Agreement shall be twenty years, unless terminated earlier as provided for in Paragraph 17. This Agreement shall be automatically extended for additional terms of two years each unless written notice of non-renewal is provided by the City or the School District prior to the expiration of the initial term or any extension.
3. Governance. No separate legal entity shall be created for the governance or administration of the terms or subject matter of this Agreement. This Agreement shall be administered by a Joint Pool Committee consisting of members of City staff and members of School District staff as more particularly set forth in Paragraph 6.
4. Description of Swimming Pool. The facility that is subject to this Agreement is located at Cedar Falls High School, 2701 W. 27th St., Cedar Falls in the northeast area of the property. It includes the pool and the parking lot to its northeast and is identified in Exhibit "A" attached. The Swimming Pool shall be owned by the School District. The City shall possess the right of usage of the Swimming Pool as set forth in this Agreement, and no additional approvals, permits or agreements are necessary except as set forth in this Agreement.
5. Approvals. This Agreement is subject to approval by the City Council of the City and the Board of Directors of the School District, respectively.
6. Joint Pool Committee. Upon approval of this Agreement there shall be appointed a Joint Pool Committee that shall govern operation of the Swimming Pool. No compensation shall be paid to members of the Committee for such service.
 - A. Composition. The Joint Pool Committee shall consist of the persons holding the following positions:
 1. From the City: Director of Community Development; Manager of Recreation and Community Programs; Recreation Program Supervisor (Aquatics).
 2. From the School District: Chief Financial Officer; Building and Grounds Director; Activities Director.
 - B. Meetings. The Joint Pool Committee shall meet no less than four months prior to Swimming Pool opening and then quarterly thereafter through the first two years of Swimming Pool operation. After two full years of operation the Joint Pool Committee

shall meet bi-annually. After three full years of operation the Joint Pool Committee shall meet at least annually.

- C. Chair. A chair of the Joint Pool Committee shall be elected by the other members to serve a two-year term. The chair shall convene meetings according to the schedule set forth above, or more frequently as circumstances dictate, and shall preside over meetings. The position of chair shall rotate between representatives of the City and the School District every term. In the event that the Committee is at an impasse (i.e., 3-3 vote) on any issue the Chair's vote shall be determinative.
- D. Powers and Duties. The Joint Pool Committee shall be responsible for budgeting, determining capital expenditures, establishing rental fees, scheduling, necessary repairs and maintenance, usage rules, use agreements, all as further delineated in this Agreement, as well as other items necessary for the safe and efficient operation of the Swimming Pool.
7. Budget. The Joint Pool Committee shall develop and approve a budget for the Swimming Pool on an annual basis consisting of the following elements:
- A. Operating Costs and Payment.
1. Operating costs shall consist of the expenses of providing a safe and clean natatorium facility for all users such as maintenance of the building, building insurance, lighting, heating/cooling, mechanical functions of the pool itself, locker rooms and all other related areas, as well as other costs by mutual agreement. It also includes cleaning of the natatorium which shall include cleaning the locker rooms and changing rooms (toilets, urinals, sinks, floors, removing trash, etc.), the offices/meeting room (removing trash, floors, etc.), hosing the pool deck and cleaning seating areas, vacuuming the pool consistently, cleaning items such as scum rings that may occur, and snow removal of the parking lot. Operating costs shall be shared by the City and the School District on a 50-50 basis.
 2. The School District shall pay operating costs as incurred, subject to fifty percent (50%) reimbursement by the City. The School District will provide an estimate of the first six months' operating expenses to the City on or about December 1st of every year. On or about June 1st each year, the School District shall provide to the City an itemized statement of operating costs for the full fiscal year. Payment by the City for its fifty percent (50%) share is due within thirty days of billing from the School District.
- B. Capital Costs and Funding.
1. Capital costs shall consist of major repair or replacement items, including but not limited to, electrical panel, pumps, filters, interior and exterior repairs and upgrades, and other significant items. The Joint Pool Committee shall determine at least annually capital costs for the next fiscal year so that each party is able to budget accordingly for each party's share of such upcoming capital costs.

8. Operation of the Swimming Pool. The Swimming Pool shall be managed and operated on a day-to-day basis by the School District in compliance with State of Iowa regulations related to pool operation and maintenance. Swimming Pool operation shall be overseen by at least one State of Iowa recognized Certified Pool Operator who shall be available, either in person or immediately on call, when the pool is in use. Such certified pool operator(s) shall be employed or contracted by the School District.
9. Rental Fee. An event that is not sponsored by the City or by the School District shall be subject to a rental fee. Such event must be scheduled at a time other than when the School District has priority (see Paragraph 10A). The rental fees and deposit shall be established by the Joint Pool Committee on an annual basis. The rental fee shall be itemized and cover the estimated additional costs to operate the Swimming Pool during the period of rental such as for utilities, cleaning, pool use, multi-purpose room, and staff for the event. The rental fee shall entitle the user access to areas rented which may include the pools, multi-purpose room, locker rooms and public parking area during the period of the rental. Rental users shall be expected to leave the areas rented in substantially the same condition as they were found and in a clean, safe and sanitary condition at the conclusion of the rental. No permanent signs or fixtures may be placed at the Swimming Pool by rental users without advance written authorization by the School District. The Joint Pool Committee shall have the authority to establish reasonable rules and regulations for rental users, participants and guests.
10. Scheduling.
- A. Use of the Swimming Pool shall be prioritized as follows:
1. School District allocated pool time. This includes, but is not necessarily limited to, School District sponsored classes or functions as well as School District programs.
 2. City allocated pool time. This includes, but is not necessarily limited to, City sponsored programs, classes and trainings, as well as local swim team practices, rentals and public open swimming.
- B. The City shall be allocated a minimum of fifty percent (50%) of available pool time. Available pool time shall include all hours that the Swimming Pool is open for use but shall not include 10:00 p.m. – 5 a.m. each day and Sunday mornings from 5 a.m. – noon. It is contemplated that City allocated pool time shall be generally used as follows:
1. City sponsored programs, classes and trainings as well as the public open swimming are primarily to be held in the early morning, afternoon, and weekends when school is not in session.
 2. When school is in session, the City may hold City sponsored programs, classes or trainings by mutual agreement with the School District and as approved by the Joint Pool Committee.
 3. During the summer, the City may fully use the Swimming Pool during daytime hours. The parties agree that for purposes of this Agreement the summer is

considered to be from the day after the last day of school until two weeks prior to the start of new school year.

- C. The School District shall develop and update on a weekly basis a calendar of Swimming Pool usage that shows the times of various usages with sufficient detail to determine if the usage falls within School District allocated pool time or City allocated pool time. Said calendar shall be made available to the Joint Pool Committee, with read/write access.
 - D. Each party is responsible for supervision over Swimming Pool use during its allocated pool time.
 - E. The parties agree that each will leave the Swimming Pool in substantially the same condition as it was found and in a safe, clean and sanitary condition at the conclusion of each party's allocated pool time.
11. Concessions. Concessions shall not be available during City allocated pool time except as determined by the School District.
 12. Parking. Users during City allocated pool time shall park vehicles in the area designated as "Pool Parking" in Exhibit "A" attached. Other areas shall be available, if needed.
 13. Termination of Previous Agreement. The Cooperative Agreement For Use of Swimming Pools dated June 8, 2021, executed by the parties, is deemed terminated without the necessity of further action upon opening of the Swimming Pool at 2701 W 27th St.
 14. Insurance, Indemnification and Hold Harmless. By August 1st each year during the term of this Agreement, including any extensions, the parties shall furnish to each other, upon request, written evidence of applicable insurance or self-insurance coverage, covering the use of the Swimming Pool.

To the extent authorized by the Iowa Constitution and Code of Iowa, the City and the School District each shall indemnify, defend and hold harmless the other party, including the other party's elected and appointed officials, employees, volunteers, boards and commissions and/or authorities and their board members, administrators, agents and assigns, and their insurers, for all claims, damages or causes of action whatsoever for the negligence or intentional misconduct of the indemnifying party and the indemnifying party's elected and appointed officials, employees, volunteers, boards and commissions and/or authorities and their board members, administrators, agents and assigns working on behalf of the indemnifying party, arising out of or in any way connected with the use of the Swimming Pool or the repair or maintenance of the Swimming Pool.

The City and the School District each hereby release the other party and the other party's elected and appointed officials, employees, volunteers, boards and commissions and/or authorities and their board members, administrators, agents and assigns, and their insurers, from and against any and all liability or responsibility to the other party by way of

subrogation or otherwise for loss or expense related to liability, property, and/or workers compensation, unless such loss or expense is due to the negligence or intentional misconduct of the other party, but then only to the extent that the other party and the other party's elected and appointed officials, employees, volunteers, boards and commissions and/or authorities and their board members, administrators, agents and assigns working on behalf of the other party does not have governmental immunity from such loss or expense.

15. Amendments. This Agreement may be modified by written amendment approved by the parties. Such amendment must be filed with the Iowa Secretary of State.
16. Termination.
 - A. For Cause. Prior to its expiration, a party may terminate this Agreement upon a material breach by the other party, provided that the party in breach is given a minimum of thirty days written notice of breach and the opportunity to cure such breach within the notice period. If the breach is not cured within said period, or within any reasonable extension agreed upon by the parties, then this Agreement may be terminated immediately upon written notice by the non-breaching party.
 - B. Destruction of the Swimming Pool. In the event that the Swimming Pool is substantially damaged or destroyed by fire or other casualty that makes Swimming Pool usage dangerous or otherwise inadvisable, and such damage or destruction cannot be repaired within 180 days of such damage or destruction, then this Agreement shall be terminated as of the date of such damage or destruction. All payments by the parties called for in this Agreement shall be suspended and not owed during the period that the Swimming Pool is unavailable.
 - C. If this Agreement is terminated for any reason other than the School District's uncured breach, the City shall pay a pro-rata share of operating expenses up to the date of termination.
 - D. Because the Swimming Pool is owned by the School District there shall be no disposal of property upon termination of this Agreement.
17. Notice. Notices required or allowed under this Agreement shall be in writing and may be personally delivered, sent by ordinary mail or delivery service, or emailed to:
 - A. In the case of the City:

Director of Community Development
220 Clay St.
Cedar Falls, IA 50613
stephanie.sheetz@cedarfalls.com
 - B. In the case of the School District:

Director of Building & Grounds
Cedar Falls School District Administration Center
1002 W First St.
Cedar Falls, IA 50613

rick.gersema@cfschools.org

- C. A party shall promptly provide written notice to the other of any changes to contact information above.
 - D. Notice shall be deemed given when personally delivered, three days after deposited in the US Mail or with a delivery service with appropriate postage or charges paid, or the date when emailed.
18. No Assignment. The rights, duties and obligations under this Agreement may not be transferred or assigned without the prior written consent of the non-transferring or non-assigning party, which consent may be withheld in the absolute discretion of the non-transferring or non-assigning party.
 19. No Third-Party Beneficiary. This Agreement is solely for the benefit of the parties and no other person has any right, benefit, or interest under or because of this Agreement.
 20. Entire Agreement. This Agreement constitutes the entire agreement of the parties pertaining to the subject matter and supersedes all prior agreements understandings, negotiations and discussions of the parties pertaining to the subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth next to their signatures below.

City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

Date: _____

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

Date: _____

Cedar Falls Community School District

By: _____

Date: _____

Its: _____

Exhibit A
Swimming Pool

Cedar Falls High School, 2701 W. 27th St.

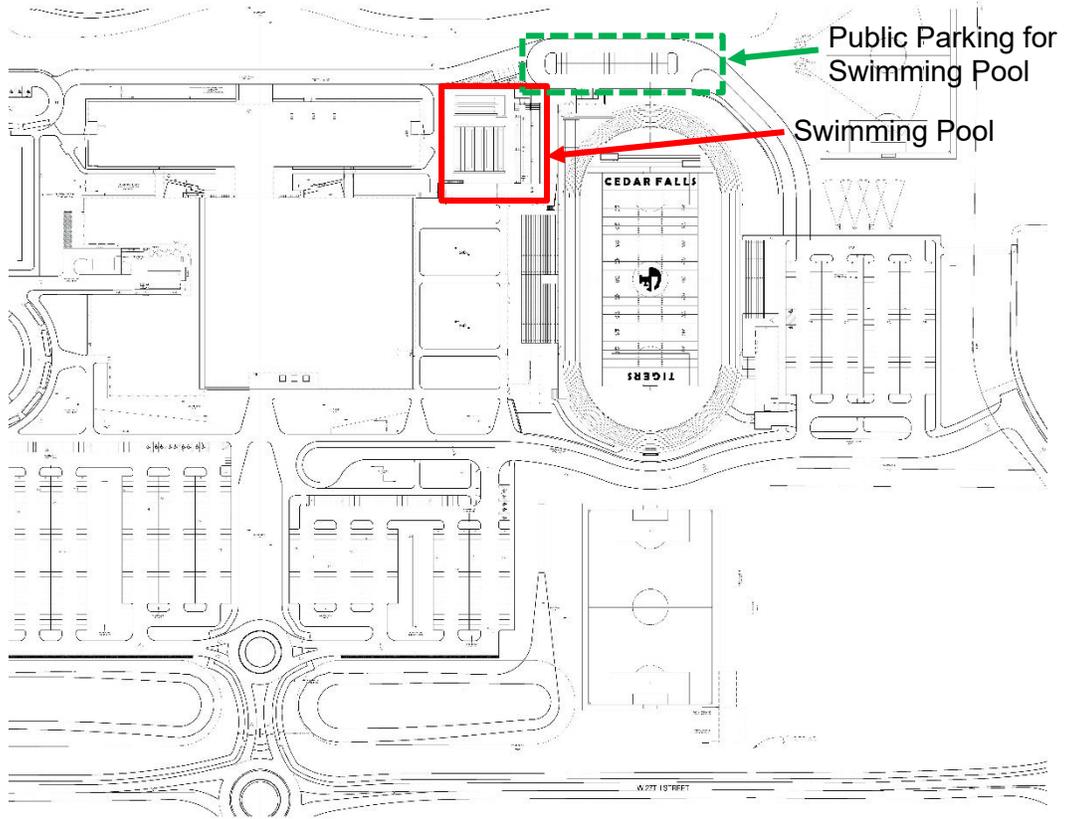
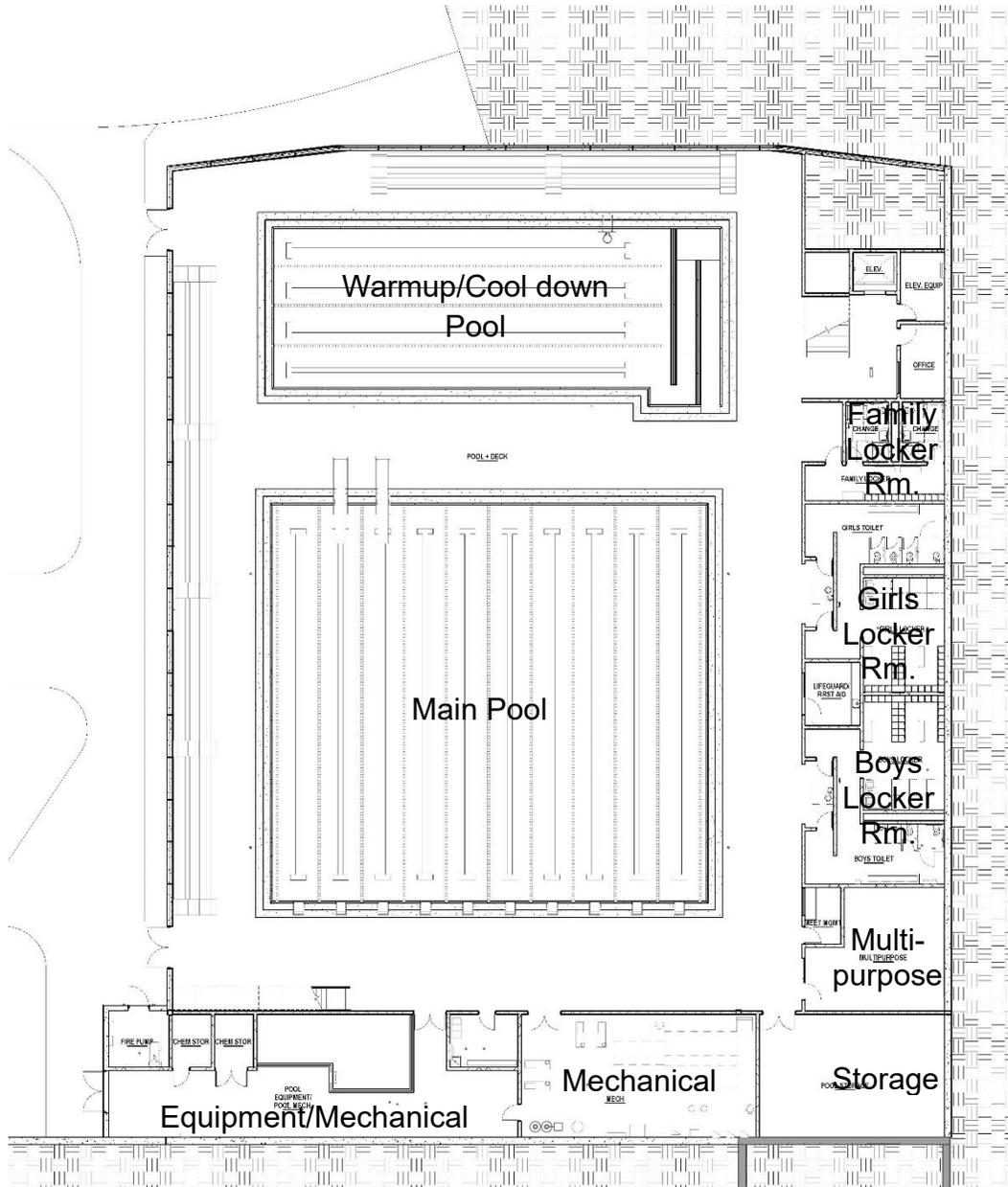


Exhibit B Swimming Pool Facility Diagram



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

RECREATION CENTER
110 E 13TH STREET
CEDAR FALLS, IOWA 50613
PH: 319-273-8636
FAX: 319-273-8656

MEMORANDUM

TO: Mayor Robert M. Green and City Council
FROM: Mike Soppe, Recreation & Community Programs Manager
DATE: June 6, 2023
SUBJECT: Vending Services, Atlantic Bottling Company

Attached is a five-year agreement with Atlantic Bottling Company to provide vending services for The Falls Aquatic Center, Birdsall Park, Pfeiffer Park, and the Rec Center. This agreement is being recommended by the Recreation Division staff.

The contract requires the contractor to deliver products, coolers, and/or vending machines onsite, in exchange for 45% of the revenue or the wholesale price of the product. The same as amount as in years past. The Recreation Division will provide an inventory list as well as receipts of sale.

We continue to work with Atlantic Bottling Company to provide our patrons with refreshments through June 30, 2028.

Thank you.

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 Atlantic Bottling Company, Coca-Cola

This Agreement is by and between Atlantic Bottling Company ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

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

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

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

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

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

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

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

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on June 30, 2028 unless earlier terminated under the terms of this Agreement. Unless earlier terminated, this Agreement may be extended for up to two successive one-year periods upon the same terms and conditions herein, by written mutual agreement of the parties entered into prior to the expiration of the term or extension.

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

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

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

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

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

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

Insurance requirement waived: No waivers. (Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its

delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0. Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

24.1. Equipment to be provided by Contractor as called for in this Agreement shall be provided at no cost to the City other than the supply of electricity and water, which shall be at City's cost. City represents and warrants that the electrical service at the locations where equipment has been or will be supplied is proper and adequate for the supplied equipment. The City shall acquire no ownership interest in the equipment, which shall remain the property of the Contractor. Such equipment shall be used only for City purposes, and the City shall not convey, rent or loan the equipment to any other person or entity. The equipment shall be used only in connection with the selling of products supplied by Contractor. Such Equipment shall be replaced by Contractor as necessary, at no cost to the City. Quantities of equipment may be adjusted from time to time as mutually agreed to by the parties. Contractor shall provide all routine maintenance and repairs for all such equipment at no cost to the City. However, with respect to maintenance or repairs necessitated by damage or adjustments to the equipment resulting from the intentional acts or omissions of City employees, agents, contractors, volunteers, or elected or appointed officials, or as a result of service by unauthorized personnel, such maintenance and repairs shall be the responsibility of the City and charged to the City at the Contractor's then current market rate ("Special Service Calls"). Any such charges for Special Service Calls may be deducted from earned but unpaid commissions owing to the City at the time the charges for Special Service Calls are incurred, after Contractor provides an invoice for the same. The City shall not be responsible in any way for lost, stolen, or damaged equipment owned by Contractor unless lost, stolen or damaged by City employees, volunteers, agents, contractors, or elected or appointed officials, or as provided above with respect to Special Service Calls.

25.0. Notices.

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

City:

Contractor:

Name: Mike Soppe

Name: Jamie Peterson

Title: Recreation & Community Programs Manager

Title: Director, FSOP

Address: 110 E 13th St.

Address: 3600 Army Post Road

Cedar Falls, IA 50613

Des Moines, Iowa 50236

Telephone: (319) 268-5528

Telephone: (515) 777-0604

Email: Mike.Soppe@cedarfalls.com

Email: jpeterson@atlanticbottling.com

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

CONTRACTOR: Atlantic Bottling Company

By: Jamie Peterson
Jamie Peterson

Its: Director, FSOP

Date: 6/6/23

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit A Services

Contractor will provide an easy and accurate electronic platform for the City to use in product ordering.

Contractor will deliver concessions once per week to the Falls Aquatic Center, Cedar Falls Recreation & Fitness Center, and Pfeiffer Park as needed. The City will submit an order by Tuesday of every week, of products needed following the list of products identified in Exhibit B. Order delivery will be on Thursday, with delivery hours being between 8 am-noon.

Contractor will accept return of unopened non-perishable and perishable stock as long as product is not expired. Product must be in full case quantities.

Contractor will provide a GDM-26 cooler at the Recreation & Fitness Center.

Contractor will provide 8 head fountain unit with back room kit and a GDM-45-HC-LD at The Falls.

Contractor will provide a vending machine in Pfeiffer Park.

Contractor will provide a vending machine at the Birdsall baseball/softball complex.

Contractor will provide routine machine and make needed repairs to all owned equipment.

Contractor will supply Atlantic Bottling merchandise to the City up to \$500 on an annual basis.

**Exhibit B (Continued)
Payment Terms**

**Exhibit B
Payment Terms**

Contractor will provide City invoices within one week of delivery. Where there as, the City will pay Contractor within 30 days of invoice.

Contractor will pay to the City 45% commission on the vending machines. Any adjustments may be made if mutually agreed upon, in advance, in writing.

Contractor's product listing and pricing are listed as follows:

*Bottle/Can pricing may be subject to no more that a 5% increase on a calendar year basis. However, the price ceilings are subject to additional adjustments greater than stated ceilings in the event of a substantial and unforeseen increase in a major component of the bottler's cost of goods, manufacturer, or delivery.

ATLANTIC *Coca-Cola* BOTTLING COMPANY
FSOP 307 PRICING - FOOD SERVICE

<u>CODE</u>	<u>FLAVOR</u>	<u>Unit</u>	<u>LUPC</u>	<u>Base Cost</u>	<u>Bottle Deposit</u>	<u>Unit Cost</u>
8 ounce NR bottles (4-6pk per case)						
103181	Classic	0	4900001834	\$ 20.20	\$ 1.20	\$ 0.84
						
10 ounce NR (4-6pk per case)						
102879	Seagrams Tonic 6pk	0	7297900017	\$ 17.62	\$ 1.20	\$ 0.73
102881	Seagrams Club Soda 6pk	0	7297900016			
						
10 ounce NR MM Juice (24/Case)						
124581	Orange Juice	0	2500005685	\$ 22.71	\$ -	\$ 0.95
124580	Apple Juice	0	2500005684			
124583	Mixed Berry	0	2500005687			
						
10.1 ounce NR Tum-E-Yummies (12/Case)						
155183	Orange Burst	8	8331509029	\$ 10.47	\$ -	\$ 0.87
155186	Big Berry Blast	8	8331509027			
155184	Fruit Punch Party	8	8331509026			
155259	Epic Apple	8	8331509028			
						
12 ounce NR MM Juice (24/Case)						
154898	Orange Juice	0	2500006153	\$ 27.03	\$ -	\$ 1.13
154900	Apple Juice	0	2500006151			
154915	Cranberry Grape	0	2500005200			
154914	Cran-Apple Raspberry	0	2500005222			
						
12 ounce NR Glass bottles (24/Case)						
134604	Classic	0	4900000463	\$ 22.05	\$ 1.20	\$ 0.92
138497	Sprite	0	4900004782			
127826	Fanta Orange	0	4900004784			
146876	Fanta Strawberry	0	4900006282			
146874	Fanta Grape	0	4900006281			
146878	Fanta Pineapple	0	4900006283			
						
500 ml NR Glass Bottles (24/Case)						
126689	Coke	0	4900004779	\$ 23.94	\$ 1.20	\$ 1.00
126627	Fanta Orange	0	4900004785			
						
14 ounce fairlife Milk (12/Case)						
151091	Chocolate	8	1162002039	\$ 19.40	\$ -	\$ 1.62
151090	Strawberry	8	1162002040			
153115	White 2%	8	1162002087			
157272	Cookies N Cream	8	1162002235			
						
13.7 oz Dunkin Donuts Coffee (12/Case)						
152983	Mocha	0	4900007238	\$ 25.66	\$ -	\$ 2.14
152982	French Vanilla	0	4900007239			
152984	Original	0	4900007237			
410292	Girl Scouts Thin Mint	0	4900054442			
157425	Girl Scouts Caramel Coconut	0	4900009311			
410291	Girl Scouts S'mores	0	4900054440			
						
14 ounce CORE Power (12/Case)						
156184	Chocolate	8	1162002200	\$ 30.29	\$ -	\$ 2.52
156182	Vanilla	8	1162002201			
156188	Strawberry Banana	8	1162002203			
156179	Banana	8	1162002202			
						
14 ounce CORE Power Elite (12/Case)						
151817	Chocolate Elite	8	1162002063	\$ 34.08	\$ -	\$ 2.84
151818	Vanilla Elite	8	1162002065			
157128	Strawberry Elite	8	1162002442			
						

CODE	FLAVOR	Unit	UPC	Base Cost	Bottle Deposit	Unit Cost
12oz. PET 8pk Banded (24/Case)						
143892	Classic	0	4900000548	6	\$ 12.86	\$ 0.54
134506	Coke Zero	0	4900000684	1		
134505	Diet Coke	0	4900000594	3		
134507	CF Diet Coke	0	4900000613	1		
134508	Sprite	0	4900000612	4		
134166	Sprite Zero	0	4900001116	7		
131698	Fanta Orange	0	4900004665	6		
125016	Barq's Root Beer	0	4900006713	2		
20 ounce NR (24/case)						
115001	Classic	0	4900000044	3	\$ 26.59	\$ 1.11
115002	Diet Coke	0	4900000045	0		
115003	CF Diet Coke	0	4900000046	7		
134599	Mello Yello	0	4900001679	6		
137896	Mello Yello Zero	0	4900005691	4		
116710	Cherry Coke	0	4900001801	1		
156232	Coke Orange Vanilla	0	4900007891	6		
156265	Coke Orange Vanilla Zero	0	4900007888	6		
115004	Sprite	0	4900000764	0		
120460	Sprite Zero	0	4900003719	7		
152897	Sprite with Cherry	0	4900007222	8		
158162	Sprite Lymonade	0	4900007872	5		
125331	Pibb Xtra	0	4900002979	6		
116630	Vanilla Coke	0	4900003117	1		
121766	Coke ZERO	0	4900004086	9		
125524	Cherry Coke Zero	0	4900004754	7		
119389	Fanta Strawberry	0	4900002620	7		
117132	Fanta Orange	0	4900001916	2		
411354	Fanta LTO: Dragon Fruit	0	4900054718	4		
117169	Fanta Berry	0	4900006773	6		
114757	Fanta Pineapple	0	4900002820	1		
155033	Fanta Green Apple	0	4900007485	7		
102736	Barq's Rootbeer	0	4900002392	3		
150374	MM Lemonade	0	2500005801	1		No Deposit
150378	MM Pink Lemonade	0	2500005886	8		No Deposit
115293	MM Fruit Punch	0	2500005802	8		No Deposit
157396	MM Blue Raspberry	0	250012000	8		No Deposit



CODE	FLAVOR		Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
1 Liter (12/case) 33.8 oz								
101886	Classic		0	490000522	6	\$ 18.94	\$ 0.60	\$ 1.58
103534	Diet Coke		0	490000524	0			
103462	Sprite		0	4900002319	0			

CODE	FLAVOR		Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
1.25 Liter (12/case)								
138085	Classic		0	4900005537	5	\$ 15.14	\$ 0.60	\$ 1.26
138087	Diet Coke		0	4900005539	9			
138088	Sprite		0	4900005545	0			

CODE	FLAVOR		Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
2 Liter (8/case)								
136137	Classic		0	4900005010	3	\$ 13.20	\$ 0.40	\$ 1.65
136138	Diet Coke		0	4900005011	0			
136140	CF Diet Coke		0	4900005013	4			
136423	Mello Yello		0	4900005029	5			
136142	Cherry Coke		0	4900005016	5			
136135	Sprite		0	4900005015	8			
136136	Sprite Zero		0	4900005017	2			
136156	Fresca		0	4900005028	8			
136424	Pibb Xtra		0	4900005030	1			
136141	Coke Zero		0	4900005014	1			
136143	Cherry Coke Zero		0	4900005199	5			
136132	Fanta Strawberry		0	4900005027	1			
136131	Fanta Pineapple		0	4900005026	4			
136122	Fanta Orange		0	4900005025	7			
151474	Fanta Berry		0	4900006774	3			
132551	MinMid Lemonade		0	2500005381	8			
136158	Barq's Rootbeer		0	4900005023	3			
146099	Seagram's Gingerale		0	7297900418	1			

CODE	FLAVOR		Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
7.5 oz. 6 Pack Cans (24/case)								
151773	Classic		0	4900006101	7	\$ 13.04	\$ 1.20	\$ 0.54
151775	Diet Coke		0	4900006105	5			
151776	Sprite		0	4900006106	2			
156983	Sprite Lymonade		0	4900008096	4			
151774	Coke Zero Sugar		0	4900006104	8			
152889	Cherry Coke		0	4900007230	3			
155384	Cherry Zero		0	4900007620	2			
151777	Fanta Orange		0	4900006103	1			
151778	Sprite Zero		0	4900006102	4			
151819	Seagrams Ginger Ale		0	7297900443	3			

CODE	FLAVOR		Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
16 oz. Cans (24/case) AHA Sparkling								
157362	Blueberry Pomegranate		0	4900053266	1	\$ 20.60	\$ 1.20	\$ 0.86
410328	Mango Black Tea		0	4900054460	2			
157363	Lime Watermelon		0	4900053368	2			
411360	Fuji Apple White Tea		0	4900054750				
410387	Raspberry + Acai		0	4900054491	6			

CODE	FLAVOR		Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
16oz Cans (24/case)								
145273	Classic		0	4900005341	8	\$ 22.71	\$ 1.20	\$ 0.95
145275	Diet Coke		0	4900005342	5			
145835	Cherry Coke		0	4900006042	3			
146345	Mello Yello		0	4900005022	5			
145274	Sprite		0	4900005343	2			
411200	MM Aguas Frescas Hibiscus		0	2500013134	9	\$ 24.71		\$ 1.03
411435	MM Aguas Frescas Mango		0	2500013138	7	\$ 24.71		\$ 1.03
411040	MM Aguas Frescas Strawberry		0	2500013136	3	\$ 24.71		\$ 1.03

CODE	FLAVOR	Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
12 Pack Fridgio Pack 12 oz Cans (24/case)							
117559	Classic	0	4900002890	4	\$ 11.48	\$ 1.20	\$ 5.74
117572	CF Classic	0	4900002933	8			
117560	Diet Coke	0	4900002891	1			
117562	CF Diet Coke	0	4900002934	5			
117569	Mello Yello	0	4900002893	5			
117564	Cherry Coke	0	4900003103	4			
156216	Coke Orange Vanilla	0	4900007893	0			
156228	Coke Orange Vanilla Zero	0	4900007890	9			
154828	Diet Coke Feisty Cherry	0	4900007511	3			
117561	Sprite	0	4900002892	8			
120453	Sprite Zero	0	4900003711	1			
153031	Sprite Cherry	0	4900007280	8			
156820	Sprite Lymonade	0	4900008083	4			
117567	Fresca	0	4900003105	8			
137865	Mello Yello Zero	0	4900005692	1			
122068	Pibb Zero	0	4900004324	2			
117574	Pibb Xtra	0	4900003077	8			
117563	Vanilla Coke	0	4900003124	9			
126820	Vanilla Zero	0	4900004825	4			
121764	Coke ZERO	0	4900004255	9			
125529	Cherry Coke Zero	0	4900004751	8			
117583	Fanta Strawberry	0	4900003075	4			
117582	Fanta Grape	0	4900003074	7			
117845	Fanta Pineapple	0	4900003076	1			
117573	Fanta Orange	0	4900003073	0			
151475	Fanta Berry	0	4900006775	0			
116320	MM Lemonade	0	2500005838	7			
116456	MM Light Lemonade	0	2500005899	8			
117566	Barq's Rootbeer	0	4900003012	9			
125173	Barq's French Vanilla Cream Soda	0	4900003306	9			
146119	Seagram's Gingerale	0	7297900416	7			
24 Pack 12 oz Cans (24/case)							
100762	Classic	0	4900001278	1	\$ 11.48	\$ 1.20	\$ 11.48
123158	Coke Zero	0	4900004284	9			
100763	Diet Coke	0	4900001063	3			
115720	CF Diet Coke	0	4900001178	4			
123447	Cherry Coke	0	4900004522	2			
100770	Mello Yello	0	4900001693	2			
124393	Sprite	0	4900001938	4			
134649	Fanta Orange	0	4900003069	3			
12 oz. 8 Pack Cans (3-8pks per case) AHA Sparkling							
157375	Blueberry Pomegranate	0	4900053230	2	\$ 10.36	\$ 1.20	\$ 3.45
157378	Citrus Green Tea	0	4900053238	8			
157376	Lime Watermelon	0	4900053245	6			
157373	Orange Grapefruit	0	4900053252	4			
157379	Peach Honey	0	4900053256	2			
410196	Raspberry + Acai	0	4900054287	5			
410195	Pineapple + Passifruit	0	4900054285	1			
411355	Fuji Apple + White Tea	0	4900054735	1			
410197	Blackberry + Lemon	0	4900054279	0			
410198	Mango + Black Tea	0	4900054282	0			



CODE	FLAVOR		Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
12oz Coke Coffee (12/case)								
157440	Dark Blend		0	4900053203	6	\$ 20.13	\$ -	\$ 1.68
157436	Vanilla		0	4900053199	2			
411326	Mocha		0	4900054713	9			
410069	Zero Dark Blend		0	4900054241	7			
410074	Zero Vanilla		0	4900054245	5			
157423	Dark Blend (6 - 4pks)		0	4900053205	0	\$ 40.26	\$ -	\$ 3.36
157435	Vanilla (6 - 4pks)		0	4900053201	2			
23oz Can Peace Tea (12/case)								
152952	Razzleberry		0	4900007048	4	\$ 13.31	\$ -	\$ 1.11
152965	Just Peach		0	4900007043	9			
152951	Caddy Shack		0	4900007042	2			
152935	Sno-Berry		0	4900007050	7			
152957	Green Tea		0	4900007044	6			
152950	Lemon Tea		0	4900007051	4			
157352	Hello Mango		0	4900053107	7			
156500	Zero Pineapple		0	4900007980	7			
157321	Zero Razzleberry		0	4900053105	3			
18.5 ounce NR Gold Peak Tea (12/case)								
135337	Unsweet Tea		0	8390000577	1	\$ 17.44	\$ -	\$ 1.45
135333	Sweet Tea		0	8390000575	7			
135335	Sweet Lemon Tea		0	8390000596	2			
135336	Green Tea		0	8390000597	9			
135334	Zero Sugar Sweet (Diet)		0	8390000576	4			
151695	Georgia Peach Tea		0	4900006793	4			
151694	California Raspberry Tea		0	4900006792	7			
GoldPeak Tea 59oz (8/case)								
147213	Unsweetened		0	4900006407	0	\$ 18.89	\$ -	\$ 2.36
146817	Sweetened		0	4900006406	3			
410407	Green Tea		0	4900054507	4			
410408	Zero Sugar Sweet (Diet)		0	4900054515	9			
Dasani Water								
135450	12oz 8pk Bellyband		0	4900002870	6	\$ 8.56	\$ -	\$ 2.85
113751	12oz 24pk		0	4900040948	2	\$ 8.56	\$ -	\$ 8.56
134898	20oz bottles (24 per case)		0	4900000977	4	\$ 18.27	\$ -	\$ 0.76
138204	16.9oz (24pk case)		0	4900003165	2	\$ 8.31	\$ -	\$ 0.35
113098	16.9oz 6pk (24/case)		0	4900000978	1	\$ 8.31	\$ -	\$ 2.08
134895	1 liter bottles (12)		0	4900002656	6	\$ 18.94	\$ -	\$ 1.58
Glaceau SmartWater								
132296	700mL SmartWater SportCap (24)		7	8616200151	1	\$ 30.93	\$ -	\$ 1.29
129254	20 oz. SmartWater (24)		7	8616220043	3	\$ 29.81	\$ -	\$ 1.23
145098	16.9oz SmartWater 6pk (24 per case)		7	8616200369	0	\$ 22.71	\$ -	\$ 5.68
129252	1 Ltr SmartWater (12)		7	8616233800	6	\$ 20.72	\$ -	\$ 1.73
156681	1 Ltr Smartwater Alkaline (12)		7	8616200533	5	\$ 20.72	\$ -	\$ 1.73
156683	1 Ltr Smartwater Antioxidant (12)		7	8616200534	2	\$ 20.72	\$ -	\$ 1.73
23.7oz Glaceau SmartWater Flavors (12/Case)								
157206	Cucumber-Lime		7	861200612	7	\$ 15.47	\$ -	\$ 1.29
157191	Pineapple-Kiwi		7	861200608	0			
157196	Strawberry-Blackberry		7	861200622	6			
410150	Passionfruit Mango		7	861624105	9			
23.7oz Glaceau SmartWater+ (12/Case)								
410321	clarity ginseng green tea		7	8616241068	9	\$ 15.47	\$ -	\$ 1.29
411343	support blackcurrant blueberry		7	8616241107	5			
410314	renew dandelion lemon		7	8616241069	6			
410344	tranquility ashwaghandha tangerine		7	8616241076	4			

CODE	FLAVOR	Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
12 ounce Powerade (4-6pk per case)							
138364	Grape	0	4900004532	1	\$ 17.67	\$ -	\$ 4.42
114433	Fruit Punch	0	4900000314	7			
114432	Berry Blast	0	4900000318	5			
143380	Zero Mixed Berry	0	4900005676	1			
20 ounce Powerade (1-8pk per case)							
125622	Grape	0	4900004713	4	\$ 25.63	\$ -	\$ 8.54
125624	Fruit Punch	0	4900004566	6			
125623	Orange	0	4900004714	1			
125625	Berry Blast	0	4900004565	9			
130470	Zero Grape	0	4900005074	5			
130471	Zero Mixed Berry	0	4900005075	2			
137799	Zero Fruit Punch	0	4900005643	3			
20 ounce LOOSE Powerade (24/case)							
102752	Fruit Punch	0	4900000371	0	\$ 25.63	\$ -	\$ 1.07
101728	Berry Blast	0	4900000790	9			
20 ounce Powerade Power Water (12/case)							
157319	Berry Cherry	0	4900053081	0	\$ 13.82	\$ -	\$ 1.15
157347	Tropical Mango	0	4900053077	3			
28 ounce Powerade (15/case)							
156845	Strawberry Lemonade	0	4900007939	5	\$ 19.64	\$ -	\$ 1.31
156848	Grape	0	4900007940	1			
156843	Fruit Punch	0	4900007938	8			
156853	Orange	0	4900007936	4			
156834	Berry Blast	0	4900007935	7			
156837	Lemon Lime	0	4900007937	1			
156851	White Cherry	0	4900007941	8			
156850	Zero Grape	0	4900007931	9			
156832	Zero Mixed Berry	0	4900007932	6			
156842	Zero Orange	0	4900007933	3			
156847	Zero White Cherry	0	4900007956	2			
156846	Zero Fruit Punch	0	4900007934	0			
410206	Zero Watermelon Berry	0	4900054371	1			
410201	Zero Citrus Peach	0	4900054369	8			
Glaceau .5 Ltr 6pk Vitamin Water (24/case)							
142716	XXX Blueberry Acai	7	8616200354	6	\$ 22.71	\$ -	\$ 5.68
142717	Power C	7	8616200355	3			
142719	ZERO XXX Blueberry Acai	7	8616200351	5			
142721	ZERO Rise Orange	7	8616200352	2			
142720	ZERO Squeezed Lemonade	7	8616200350	8			
Glaceau 20oz Vitamin Water (12/case)							
156085	Essential Orange	7	8616204000	8	\$ 17.04	\$ -	\$ 1.42
156090	Power-C Dragonfruit	7	8616201000	1			
156083	Revive Fruit Punch	7	8616211000	8			
156089	XXX Blueberry Acai	7	8616215000	4			
156091	Energy	7	8616208000	4			
156084	Focus	7	8616207000	5			
156082	Refresh	7	8616200485	7			
156283	ZERO Ice	7	8616200531	1			
156078	ZERO XXX Acai Blueberry	7	8616200295	9			
156081	ZERO Rise Orange	7	8616200298	3			
156079	ZERO Squeezed Lemonade	7	8616200297	6			
156080	ZERO Shine	7	8616200498	7			
410351	ZERO Gutsy	7	8616241074	0			
410397	ZERO Look	7	8616241083	2			



CODE	FLAVOR		Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
12 ounce 8pk's BodyArmor (24/case)								
156338	Strawberry Banana		8	5817600282	9	\$ 18.75	\$ -	\$ 6.25
156340	Orange Mango		8	5817600281	2			
156345	Fruit Punch		8	5817600280	5			
157127	Tropical Punch		8	5817600299	7			
410467	Blue Raspberry		8	5000994203	6			
156347	Lyte Peach Mango		8	5817600279	9			
411423	Lyte Strawberry Lemonade		8	5000994239	5			
410472	Lyte Watermelon		8	5000994237	1			
157154	Lyte Berry Punch		8	5000994201	2			
16 ounce BodyArmor (12/case)								
156111	Strawberry Banana		8	5817600206	5	\$ 18.50	\$ -	\$ 1.46
156110	Orange Mango		8	5817600205	8			
156112	Fruit Punch		8	5817600213	3			
156117	Watermelon Strawberry		8	5817600242	3			
156115	Blackout Berry		8	5817600211	9			
156114	Tropical Punch		8	5817600217	1			
156109	Mixed Berry		8	5817600208	9			
156118	Pineapple Coconut		8	5817600252	2			
156346	Berry Lemonade		8	5817600287	4			
410465	Gold Berry		8	5000994247	0			
411420	Mamba Forever		8	5000994231	9			
411419	Blue Raspberry		8	5000994257	9			
411421	Lyte Kiwi Strawberry		8	5000994259	3			
156120	Lyte Peach Mango		8	5817600227	0			
156122	Lyte Blueberry Pomegranate		8	5817600250	8			
156339	Lyte Berry Punch		8	5817600290	4			
156341	Lyte Coconut		8	5817600277	5			
156121	Lyte Orange-Clementine		8	5817600248	5			
140466	Lyte Strawberry Lemonade		8	5000994233	3			
157122	Lyte Tropical Coconut		8	5817600296	6			
157117	Lyte Watermelon		8	5817600295	9			
28 ounce BodyArmor (12/case)								
156124	Strawberry Banana		8	5817600231	7	\$ 25.50	\$ -	\$ 2.13
156123	Orange Mango		8	5817600230	0			
156125	Fruit Punch		8	5817600232	4			
156128	Watermelon Strawberry		8	5817600256	0			
156126	Blackout Berry		8	5817600233	1			
156127	Tropical Punch		8	5817600254	6			
156131	Pineapple Coconut		8	5817600283	6			
411422	Mamba Forever		0	85000994229	6			
156133	Lyte Blueberry Pomegranate		8	5817600258	4			
156132	Lyte Peach Mango		8	5817600284	3			
411429	Lyte Strawberry Lemonade		0	85000994262	3			
410468	Lyte Tropical Coconut		8	5000994235	7			
BodyArmor Sport Water								
157105	20oz		8	5817600212	6	\$ 24.00	\$ -	\$ 1.00
156137	23.7oz (Sport Cap - 24/case)		8	5817600214	0	\$ 31.50	\$ -	\$ 1.31
156136	1 Liter (12/cs)		8	5817600215	7	\$ 20.00	\$ -	\$ 1.67
Bodyarmor Edge 20.2oz (12/Case)								
410491	Berry Blitz		8	5000994227	2	\$ 22.00	\$ -	\$ 1.83
410492	Power Punch		8	5000994225	8			
410490	Tropical Chaos		8	5000994226	5			
410489	Orange Frenzy		8	5000994228	9			
411418	Strawberry Slam		8	5000994265	4			
411417	Watermelon Wave		8	5000994268	5			



CODE	FLAVOR		Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
Reign 16oz (12 per Case)								
156563	Melon Mania		8	1515402164	7			
156564	Sour Apple		8	1515402170	8	\$ 20.52	\$ 1.20	\$ 1.71
156561	Razzle Berry		8	1515402166	1			
157253	Mango Matic		8	1515402200	2			
157135	Orange Deamsicle		8	1515402190	6			
157249	Strawberry Sublime		8	1515402202	6			
410703	Cherry Limeade		8	1515402340	5			
410704	White Gummy Bear		8	1515402326	9			
411461	Reignbow Sherbet		8	1515402141	8			
157555	Inferno Red Dragon		8	1515402211	8			
410450	Inferno Watermelon Warrior		8	1515402324	5			
Monster Energy 12/18.6oz Cans								
147199	Monster Import		0	7084781950	9	\$ 31.00	\$ 0.60	\$ 2.58
Monster Energy 12/24oz Cans								
133101	Mega Monster Energy		0	7084781124	4	\$ 31.00	\$ 0.60	\$ 2.58
133143	Lo-Carb Monster		0	7084781121	3			
147323	Monster Energy Zero Ultra		0	7084701770	7			
410650	Monster Ultra Flesta		0	7084703771	2			
151988	NOS Energy Original		8	1515402007	7	\$ 31.00	\$ 0.60	\$ 2.58
Monster Hydro 12/20oz Bottle								
410829	Monster Hydro Purple Passion		0	7084703828	3	\$ 20.84	\$ -	\$ 1.72
410826	Monster Hydro Tropical Thunder		0	7084703822	1			
410828	Monster Hydro Blue Ice		0	7084703826	9			
410827	Monster Hydro Zero Sugar		0	7084703824	5			
410825	Monster Hydro Watermelon		0	7084703818	4			
410814	Monster Hydro Sport Blue Streak		0	7084703814	6			
410817	Monster Hydro Sport Killer Kiwi		0	7084703816	0			
410816	Monster Hydro Sport Macho Mango		0	7084703812	2			
410815	Monster Hydro Sport Red Dawg		0	7084703820	7			
16oz. Can Energy Drink (24 per case)								
152283	Full Throttle		8	1515402018	3	\$ 42.16	\$ 1.20	\$ 1.76
152203	Full Throttle Blue Agave		8	1515402023	7			
152279	NOS		8	1515402000	8			
152282	NOS Grape		8	1515402009	1			
156594	NOS Power Punch		8	1515402057	2			
154834	NOS Nitro Mango		8	1515402096	1			
156518	NOS Sonic Sour		8	1515402150	0			

CODE	FLAVOR	Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
Monster Energy 12oz Cans (24/case)							
137015	Monster Energy	0	7084700030	3	\$ 37.37	\$ 1.20	\$ 1.56
410651	Monster Lo-Carb	0	7084700032	7			
410652	Monster Ultra Zero	0	7084703754	5			
411460	Monster Ultra Peachy Keen	0	7084702909	0			
411455	Monster Ultra Watermelon	0	7084702906	9			



CODE	FLAVOR	Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
Monster Energy 16oz Cans (24/case)							
133141	Monster Energy	0	7084781116	9	\$ 40.45	\$ 1.20	\$ 1.54
133103	Lo-Carb Monster	0	7084781126	8			
137436	Monster Absolutely Zero	0	7084700003	7			
133127	Monster Assault	0	7084781170	1			
411295	Monster Reserve White Pineapple	0	7084703782	8			
411296	Monster Reserve Watermelon	0	7084703830	6			
133136	Monster JuiceKhaotic	0	7084781174	9			
153389	Monster Juice Mango Loco	0	7084702901	4			
151511	Monster Juice Pipeline Punch	0	7084702290	9			
155811	Monster Juice Pacific Punch	0	7084703191	8			
410236	Monster Juice Papillon	0	7084703692	0			
411457	Monster Juice Aussie Lemonade	0	7084702814	7			
145108	Monster Zero Ultra	0	7084701247	4			
146363	Monster Ultra Blue	0	7084701620	5			
146885	Monster Ultra Red	0	7084701755	4			
156532	Monster Ultra Paradise	0	708473308	0			
150707	Monster Ultra Sunrise	0	7084702090	5			
153218	Monster Ultra Violet	0	7084702732	4			
157527	Monster Ultra Fiesta	0	7084703462	9			
157526	Monster Ultra Rosa	0	7084703464	3			
410384	Monster Ultra Watermelon	0	7084703798	9			
411462	Monster Ultra Peachy Keen	0	7084702942	7			



CODE	FLAVOR	Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
Monster Rehab 15.5oz Cans (24/Case)							
138036	Monster Rehab Lemonade	0	7084700322	9	\$ 40.45	\$ -	\$ 1.54
138564	Monster Rehab Raspberry	0	7084700614	5			
150885	Monster Rehab Peach	0	7084702152	0			
410845	Monster Rehab Strawberry Lemonade	0	7084703843	6			
411459	Monster Rehab Watermelon	0	7084702825	3			



CODE	FLAVOR	Unit	UPC		Base Cost	Bottle Deposit	Unit Cost
Java Monster 15oz Cans (12/Case)							
134926	Java Monster Mean Bean	0	7084781260	9	\$ 23.96	\$ -	\$ 1.80
134929	Java Monster Loca Moca	0	7084781271	5			
151811	Java Monster Salted Carmel	0	7084702402	6			
157700	Java Monster Triple Shot Mocha	0	7084703478	0			
157696	Java Monster Triple Shot French Vanilla	0	7084703510	7			
134923	Java Monster Irish Blend	0	7084781251	7			
137699	Java Monster Vanilla Light	0	7084781310	1			
411217	Java Monster Cold Brew Latte	0	7084703904	4			
411218	Java Monster Cold Brew Sweet Black	0	7084703913	6			



Exhibit C
Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/05/19/ Item 36.

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

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

PRODUCER Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Atlantic Bottling Company 4 E. Second Street PO Box 110 Atlantic, IA 50022		INSURER(S) AFFORDING COVERAGE	
		INSURER A: EMPLOYERS MUT CAS CO	NAIC # 21415
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 68785442 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.

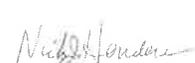
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		2D91164	06/01/22	06/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		2E91164	06/01/22	06/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		2J91164	06/01/22	06/01/23	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> N N/A	2H91164	06/01/22	06/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

City of Cedar Falls is an Additional Insured on General Liability, including completed operations, on a primary and no-contributory basis as required by written contract with the insured, per policy terms and conditions.

City of Cedar Falls is an Additional Insured on Auto on a primary and non-contributory basis as required by written contract with the insured, per policy terms and conditions. The General Liability, Auto, and Workers Compensation policies includes a Waiver of Subrogation in favor of City of Cedar Falls as required by written contract with the insured, per policy terms and conditions.

The Umbrella policy follows form per policy terms and conditions.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

Item 36.

05/19/2023

NAME OF INSURED: Atlantic Bottling Company

The policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL ENTITY AS ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 COMMERCIAL UMBRELLA COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of each Coverage Form to which it is attached apply unless modified by this endorsement.

SCHEDULE

MunicipalityCITY OF CEDAR FALLS

Mailing Address: 220 CAL Y ST, CEDAR FALLS IA 50613

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Coverage Forms to which this endorsement is attached:

The following provisions apply to each Coverage Form shown in the Schedule:

A. CANCELLATION AND MATERIAL CHANGES PROVISION

Thirty (30) days Advance Written Notice of Cancellation; (45) days Advance Written Notice of Non-Renewal, Reduction in insurance coverage and/or limits; and ten (10) days written notice of cancellation solely for non-payment of premium shall be sent to the address shown in the Schedule.

B. ADDITIONAL INSURED PROVISION

The municipality shown in the Schedule, including all its elected and appointed officials, all its "employees" and "volunteer workers," all its boards, commissions and/or authorities and their boards members, "employees," and "volunteer workers," are included as Additional Insureds with respect to liability arising out of the Insured's work and/or services performed for the municipality shown in the Schedule. 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.

C. GOVERNMENTAL IMMUNITIES PROVISION

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the Schedule as an Additional Insured does not

waive any of the defenses of governmental immunity available to them 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 municipality 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 municipality 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 municipality 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 municipality.
- 5. No Other Change in Policy.** The insurance carrier and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

RECREATION CENTER
110 E 13TH STREET
CEDAR FALLS, IOWA 50613
PH: 319-273-8636
FAX: 319-273-8656

MEMORANDUM

TO: Mayor Robert M. Green and City Council
FROM: Mike Soppe, Recreation & Community Programs Manager
DATE: June 9th, 2023
SUBJECT: Flooring Contract with Sherwin-Williams

Attached is a contract for Sherwin-Williams to resurface the flooring in the Multi-Purpose room in the Cedar Falls Recreation and Fitness Center. This agreement is being recommended by the Recreation Division Manager.

The contract requires the contractor to cover existing flooring with a Luxury Vinyl Tile. The contractor will also replace surrounding wall trim and replace or add thresholds as needed. The current flooring is original to the room. The new tile will not only give the room a fresh look it will add some needed comfort with temperature for the yoga classes.

The project will be using funds from the Kathryn Ray Memorial Fund designated to the Cedar Falls Rec Center for facility enhancements. The project has been recommended by the Park & Rec Commission and approved by the Cedar Falls Community Foundation.

Thank you.

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
(PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between Sherwin-Williams ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

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

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

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

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

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

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

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

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on _____ upon completion of the work unless earlier terminated under the terms of this Agreement.

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

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0. Warranties.

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

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

* and not due to normal wear and tear ^{RS}

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

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

Insurance requirement waived: _____ No Waivers _____ (Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

25.0. Notices.

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

City:	Contractor: The Sherwin-Williams Company
Name: Mike Soppe	Name: <u>Andrew Benson</u>
Title: Recreation & Community Programs Manager	Title: <u>Branch Manager</u>
Address: 110 E 13 th St Cedar Falls Iowa 50613	Address: <u>210 8th Street NW</u> <u>Cedar Rapids, IA 52405-3973</u>
Telephone: 319-268-5528	Telephone: <u>319.247.1219</u>
Email: mike.soppe@cedarfalls.com	Email: <u>sw721398@sherwin.com</u>

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

CONTRACTOR

(Name of Contractor) The Sherwin-Williams Company

By:  * with initialed modifications
Richard Staley

Its: Manager-Contract Services

Date: 5.23.23

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

**Exhibit A
Services**

Contractor will install Luxury Vinyl Tile over existing floor. Mohawk Suede Oak/450 7.5" X 52"

Contractor will install baseboard around the floor.

Contractor will install two thresholds, one by exterior door, one by closet.

Contractor will work with Recreation & Community Programs Manager to establish a start/completion date.

-- see attached quote --

FLOORCOVERING PROPOSAL AND CONTRACT

Store: Sherwin-Williams #1398 Phone: (319)247-1219 Date: 4/4/2023 10:19 AM Ref#:

Multiroom Quote
406

Item 37.
Customer Info: City of Cedar Falls
Project: multiroom
Installation Address: 110 13th St. Cedar Falls
Customer Phone: (319)273-8600 (319)610-4614
Installation Date:
Measurement By:
Cut Date:
Cut By:

AREA	PRODUCT	DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	TAX	TOTAL
	Plank	Mohawk, Suede Oak/450 7.5" X 52" Maguire 20mill	EA	1,500	4.25	6,375.00	0.00	6,375.00

MISC. ACCESSORIES/LABOR CHARGES	DESCRIPTION	QUANTITY	PRICE	AMOUNT	TAX	TOTAL
	Prep Prep			375.00	0.00	375.00
	Install Install Gluedown			2,325.00	0.00	2,325.00
	Covebase 4" base w/ Install			660.00	0.00	660.00
	Adhesive Glue			378.00	0.00	378.00
SUBTOTAL:				10,113.00		
TAX:				0.00		
TOTAL:				10,113.00		

The Company agrees to sell, if specified, deliver and arrange for the installation of the materials listed above, on the attached sheet, and/or sketches and specification sheets.

Installation: If installation is specified, it is understood that the Company may authorize a contractor, licensed where required, to make installation of the materials and the Customer authorizes the Company.

(1) to issue to said contractor an installation work order with specifications set forth herein; (2) to inspect installation upon completion thereof; and (3) to pay the contractor his charge for such installation.

Customer acknowledges that the installer/subcontractor is responsible for compliance with all laws, including the Renovation, Repair and Painting rule from the EPA and any similar state or local law.

There shall be no liability for delays in or failure to complete delivery or installation of all or any of the above-mentioned merchandise or materials, if due to fire or other casualties, labor disputes, war, governmental regulations, interruption of or delay in transportation, or any cause beyond the control of the Company.

Any changes made by Customer in the above specifications necessitating additional materials or labor shall not be included or covered by this Contract, but shall be provided for under separate and additional written orders from the Customer.

The Contract shall constitute the entire agreement between the parties. Verbal understandings and agreements shall not be binding unless set forth herein, and this Contract may not be cancelled or modified without the express written consent of the Company and the Customer.

In the event Customer's Credit is not approved by the Company's Credit Department any payment made hereunder shall be refunded to the Customer, less any cancellation charge by the manufacturer not to exceed \$50.00, and this Contract shall be null, void and of no effect.

Payment: Customer agrees to pay to the Company the total balance due as follows:

Flexible Revolving Charge Account - per Flexible Revolving Credit Agreement.
Available only to qualified retail customers.
 Net 20th Prox - Net payment is due the 20th of the month following purchase.
 Cash on Completion - Payment of full balance due upon delivery and/or installation of the specified materials at the installation address.

A cash-on-completion sale is a conditional sale is a conditional sale, and title to the specified materials shall remain with the Company and shall not pass to the customer until the total balance due has been paid in full.

Customer specifically and knowingly grants to the Company the right and authority, upon the Customer's failure to apply the total balance due in full at the time of completion of delivery and/or installation, to immediately remove and retake the specified materials included in this contract from the installation address, with or without legal process, but without breach of the peace.

Company shall have the right to remove and retake the specified materials, whether or not the removing and retaking shall cause any damage or injury to the installation address or any part thereof, and Company shall not be liable for any such damage or injury.

If removal and retaking of the specified materials is necessitated by the Customer's default in payment, and deposit or down payment paid by Customer to the Company pursuant to this contract shall be forfeited by Customer, and shall be applied toward the cost of removal of the specified materials, and any other costs incident to this contract.

By signing, I confirm that I have read the above terms and that I fully understand their meaning and impact.

CUSTOMER'S SIGNATURE DATE

STORE MANAGER'S SIGNATURE DATE

STREET ADDRESS

210 8th St. NW

CITY, STATE, ZIP CODE

Cedar Rapids, IA 52405

EMPLOYEE'S NAME / SIGNATURE



DEPARTMENT OF COMMUNITY DEVELOPMENT
RECREATION & COMMUNITY PROGRAMS DIVISION
110 EAST 13th STREET
CEDAR FALLS, IOWA 50613
319-273-8636
FAX 319-273-8656
www.ci.cedar-falls.ia.us

February 21, 2023

Multipurpose Room Remodel

1. Install Luxury Vinyl Tile over existing flooo	<u>\$2325</u>	Mohawk -Suede Oak/450 7.5" X 52"
2. Install new baseboard around the floor	<u>\$660</u>	
3. Installation materials	<u>\$6753</u>	
4. Labor	<u>\$375</u>	

Total \$10,113

(front view)

Exhibit B
Payment Terms

Contractor will provide City invoices within one week of installation. Where there as, the City will pay Contractor within 30 days of invoice.

Exhibit C
Certificate of Liability Insurance



AGENCY CUSTOMER ID: 10570596

Item 37.

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED The Sherwin-Williams Company	
POLICY NUMBER See Certificate Number: 570099910003			
CARRIER See Certificate Number: 570099910003	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
D		N/A		SCFC52020931 WC - WI	05/01/2023	05/01/2024	
	OTHER						
C	Excess Workers Compensation			WCUC52021042 Excess WC SIR applies per policy terms & conditions	05/01/2023	05/01/2024	EL Each Accident \$2,000,000
							EL Disease - Policy \$2,000,000
							EL Disease - Ea Empl \$2,000,000



AGENCY CUSTOMER ID: 10570596

Item 37.

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED The Sherwin-Williams Company	
POLICY NUMBER See Certificate Numbe 570099910003			
CARRIER See Certificate Numbe 570099910003	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Named Insureds

The following subsidiaries are included as Additional Named Insureds in accordance with the policy provisions of the above mentioned policies.

- 165 Kirkwood Road Corp.
- Accurate Dispersions
- Acme Quality Paints
- Acquire Sourcing, LLC
- AcromaPro
- AcromaPro Wood Finishes
- Baltimore Paint Group
- Bestt Liebco
- Brod-Dugan Company
- C&M Coatings
- Cabot
- Cabot Stains
- Cabot Woodcare
- CBD Group
- Color Corporation of America
- Color wheel Paint
- Columbia Paint & Coatings
- Comex North America, Inc.
- Conco Paints
- Con-Lux Coatings
- Consumer Brands Group
- Contract Transportation Systems Co.
- Cover the Earth Media
- Cover the Earth Meetings
- CTE Meetings
- CTS National Corporation
- Cuprinol Group
- Custom Aerosols
- Custom Paint Products Group
- Deshler Products
- Diversified Brands
- Dobco
- Duckback
- Dupli-Color Canada Division
- Dupli-Color Products
- Duracoat Powder Manufacturing
- DuraSeal Plasti-Kote Co., Inc.
- Duron
- Duron Paint
- Duron Paint & wallcoverings
- Dutch Boy
- Dutch Boy Group
- Dutch Boy Paints
- Fabulon Products
- Fabulon Wood and Floor Finishes
- Flex Bon Paints
- Formby's
- Frazee Paint
- General Polymers
- Geocel
- Geocel Products Group
- H&C Concrete Coatings
- H&C Concrete Stain
- H&C Products Group
- Homeline Products Group
- Independent Dealer Group
- Kool Seal
- Krylon
- Krylon Products Group
- Kwal Paint
- Landmark Office Towers
- Landmark Office Towers Management
- M.A.B. Paints, Co.
- M.L. Campbell

MAB Paints
ACORD 10 (2008)
M.A.B. Paints Company

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED The Sherwin-Williams Company	
POLICY NUMBER See Certificate Numbe 570099910003			
CARRIER See Certificate Numbe 570099910003	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Named Insureds Continued

- Martin-Senour Paints
- Mautz Paints
- MCCloskey
- Mercury Paints
- Minwax
- Minwax Company
- Minwax, Wood Care Product
- Moly-white Pigments Group
- National Aerosol Products Company
- Norfolk Paint Company
- Old Quaker Paint
- Omega Specialty Products & Services LLC
- Paint-Safe
- Parker Paint
- PQ Products Group
- Pratt & Lambert
- Pratt & Lambert Paints
- Pro Line Paint
- Purdy
- Purdy Brushes
- Purdy International Corporation
- Raabe
- Ress Realty
- Ress Realty Company
- Rubberset Company
- Sherwin-Williams Automotive Finishes
- Sherwin-Williams Diversified Brands
- Sherwin-Williams International Holdings LLC
- Sherwin-Williams Leasing, Inc.
- Sherwin-Williams Ohio LLC
- Sherwin-Williams Realty Holdings, Inc.
- Sherwin-Williams Russia LLC
- Specialty Aerosols
- Specialty Polymers, Inc.
- Sprayon Products
- SWI Company
- SWIMC, Inc.
- SWIMC, LLC
- The Sherwin-Williams Acceptance Corporation
- The Sherwin-Williams Foundation
- The Sherwin-Williams Headquarters Company
- The Sherwin-Williams Manufacturing Company
- The Sherwin-Williams US Licensing Company
- The Terminal Garage Company
- The Thompson's Company
- U.S. Chemical & Plastics
- Uniflex Coatings
- United Coatings
- Valentine & Co.
- Valspar Coatings
- Watson Adhesives
- Watson Industrial
- Watson Standard
- White Lightning Products
- VALSPAR ENTITIES:
- Engineered Polymer Solutions, Inc.
- Valspar
- Valspar Automotive
- Valspar Coatings
- Valspar Holdings I, Inc.
- Valspar Holdings II, Inc.
- Valspar Industries Holding, LLC
- Valspar Refinish, Inc.
- Valspar Industrial
- Valspar Packaging
- Valspar Specialty Paints Holding Corporation (formerly Quest Specialty Coatings Holding
- General Paint Corporation)
- Valspar Specialty Paints, LLC (formerly Quest Specialty Coatings, LLC)
- Valspar Paint (NZ) Ltd

**COMMERCIAL GENERAL LIABILITY
CG 24 53 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) – AUTOMATIC

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

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 any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

MEMORANDUM

TO: The Honorable Mayor Green and City Council
FROM: Cory Hurless, Cultural Programs Supervisor
DATE: June 10, 2023
SUBJECT: Red House Studios (224 West Seerley Boulevard)

Please find attached three lease agreement extensions for use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's Visiting Artist Program. The extensions provide for continued use of the studios per the original lease agreements, with a new lease expiration date of June 30, 2024.

The Red House Studio has space for four artists. A UNI Alumni artist will be selected by the Art & Culture Board to fill the fourth studio space in August. Agreements for the UNI space will be presented to council for approval at a future meeting.

Please let me know if you have any questions or concerns.

CC: Stephanie Sheetz, Director of Community Development
Jennifer Pickar, Tourism & Cultural Programs Manager

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 4th day of May, 2023, by the City of Cedar Falls, Iowa, (“Lessor”), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Angela Waseskuk (“Lessee”), whose address for purposes of this Lease Agreement is 903 Walnut Street, Cedar Falls, IA 50613.

1. Lessor and Lessee entered into that certain Lease Agreement dated June 20, 2022, a copy of which is attached as Exhibit “A”. The term of the Lease Agreement is July 1, 2021, until June 30, 2023.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2024, for the same rental amount, ie, \$145 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:

Angela Waseskuk
ANGELA WASESKUK

May 14, 2023
DATE

CITY OF CEDAR FALLS, IOWA

BY _____
ROBERT M. GREEN, MAYOR

DATE

ATTEST:

BY _____
JACQUELINE DANIELSEN, CITY CLERK

DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 20th day of June, 2022, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Angela Waseskuk ("Lessee"), whose address for purposes of this Lease Agreement is 903 Walnut Street, Cedar Falls, IA 50613.

1. Lessor and Lessee entered into that certain Lease Agreement dated May 31, 2021, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is July 1, 2022, until June 30, 2023.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2023, for the same rental amount, ie, \$145 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:

Angela Waseskuk
ANGELA WASESKUK

June 14, 2022
DATE

CITY OF CEDAR FALLS, IOWA

BY Robert M. Green
ROBERT M. GREEN, MAYOR

6/21/22
DATE

ATTEST:

BY Jacqueline Danielson
JACQUELINE DANIELSEN, CITY CLERK

6/21/2022
DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 31 day of May, 2021, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Angela Waseskuk ("Lessee"), whose address for purposes of this Lease Agreement is 903 Walnut Street Cedar Falls, IA 50613.

1. Lessor and Lessee entered into that certain Lease Agreement dated extension of 9-8-20, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is July 1, 2021, until June 30, 2022.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2022, for the same rental amount, ie, \$145 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:

Angela Waseskuk
ANEGLA WASESKUK

May 31, 2021
DATE

CITY OF CEDAR FALLS, IOWA

BY [Signature]
SIMON HARDING, MAYOR PRO TEM

June 21, 2021
DATE

ATTEST:

BY [Signature]
JACQUELINE DANIELSEN, CITY CLERK

6/21/2021
DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 8 day of Nov., 2020, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Angela Waseskuk ("Lessee"), whose address for purposes of this Lease Agreement is 903 Walnut St. Cedar Falls, IA, 50613.

1. Lessor and Lessee entered into that certain Lease Agreement dated 9/11/20, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is January 1, 2020, until December 31, 2020.

2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2021, for the same rental amount, ie, \$145.00 per month due in advance on the 1st day of each month during the term of the Lease.

3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:

Angela Waseskuk
INSERT TEXT

NOV 8, 2020
DATE

CITY OF CEDAR FALLS, IOWA

BY Robert M. Green
ROBERT M. GREEN, MAYOR

11/14/2020
DATE

ATTEST:

BY Jacqueline Daniels
JACQUELINE DANIELSON, CITY CLERK

11/14/2020
DATE

Exhibit "A"

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 11th day of January, 2020 by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Angela Wasestuk ("Lessee"), whose address for purposes of this Lease Agreement is 903 Walnut St. Cedar Falls, IA 50613.

1. **Premises and Term.** In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of January, 2020 to the 31st day of December, 2020, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio C located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")

2. **Rent.** Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of February, 2020, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
3. **Use.** Tenant shall use the Premises only as a working artist studio, subject to the following terms:
- a. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. **NO RESIDENTIAL USE:** Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio C. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
 - a. NO HAZARDOUS MATERIALS: Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. LIABILITY: Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. REMEDIATION: Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. INDEMNIFICATION: Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. DISPOSAL: Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
 - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
 - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)

days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:

Angela Waseskuk
INSERT TEXT

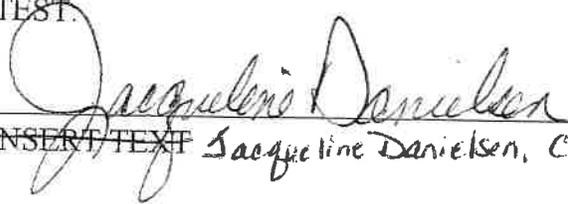
Jan 11, 2020
DATE

CITY OF CEDAR FALLS, IOWA

BY 
INSERT TEXT Robert M. Green, Mayor

1/20/2020
DATE

ATTEST.

BY 
INSERT TEXT Jacqueline Danielsen, City Clerk

1/20/2020
DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 31 day of May, 2023, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Kendra Wohlert ("Lessee"), whose address for purposes of this Lease Agreement is 1416 Madison St., Cedar Falls, IA 50613.

1. Lessor and Lessee entered into that certain Lease Agreement dated September 6, 2022, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is September 1, 2022, until June 30, 2023.

2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2024, for the same rental amount, ie, \$145 per month due in advance on the 1st day of each month during the term of the Lease.

3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:


KENDRA WOHLERT

5/31/23
DATE

CITY OF CEDAR FALLS, IOWA

BY _____
ROBERT M. GREEN, MAYOR

DATE

ATTEST:

BY _____
JACQUELINE DANIELSEN, CITY CLERK

DATE

RESOLUTION NO. 22,905

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A RED HOUSE STUDIO LEASE RELATIVE TO THE USE OF 224 WEST SEERLEY BOULEVARD AS ARTIST STUDIO SPACE, IN CONJUNCTION WITH THE HEARST CENTER'S VISITING ARTIST PROGRAM

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of a Red House Studio Lease with Kendra Wohlert (Studio B) from September 1, 2022 to June 30, 2023, relative to the use of 224 West Seerley Boulevard as artist studio space, in conjunction with the Hearst Center's Visiting Artist Program, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize execution of said Lease.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Lease is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Lease on behalf of the City of Cedar Falls, Iowa.

ADOPTED this 6th day of September, 2022.



Robert M. Green, Mayor

ATTEST:



Jacqueline Danielsen, MMC, City Clerk

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 6th day of September, 2022, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Kendra Wohlert ("Lessee"), whose address for purposes of this Lease Agreement is 1416 Madison St, Cedar Falls, IA 50613.

1. **Premises and Term.** In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of September 1, 2022 to the 30th day of June, 2023, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio B located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")

2. **Rent.** Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of September, 2022, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
3. **Use.** Tenant shall use the Premises only as a working artist studio, subject to the following terms:
 - a. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. **NO RESIDENTIAL USE:** Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio B. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
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12. Hazardous Materials. Lessee expressly represents and agrees:
- a. **NO HAZARDOUS MATERIALS:** Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. **LIABILITY:** Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. **REMEDATION:** Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. **INDEMNIFICATION:** Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. **DISPOSAL:** Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
 - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
 - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)

days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
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23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Jennifer Pickar, Tourism & Cultural Programs Manager of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-6991 , and whose cell telephone number is 319-540-2340, is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

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31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:


KENDRA WOHLERT

8/23/22
DATE

CITY OF CEDAR FALLS, IOWA

BY 
ROBERT M. GREEN, MAYOR

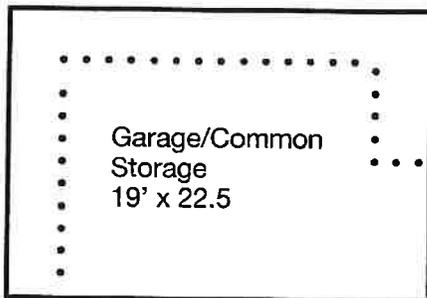
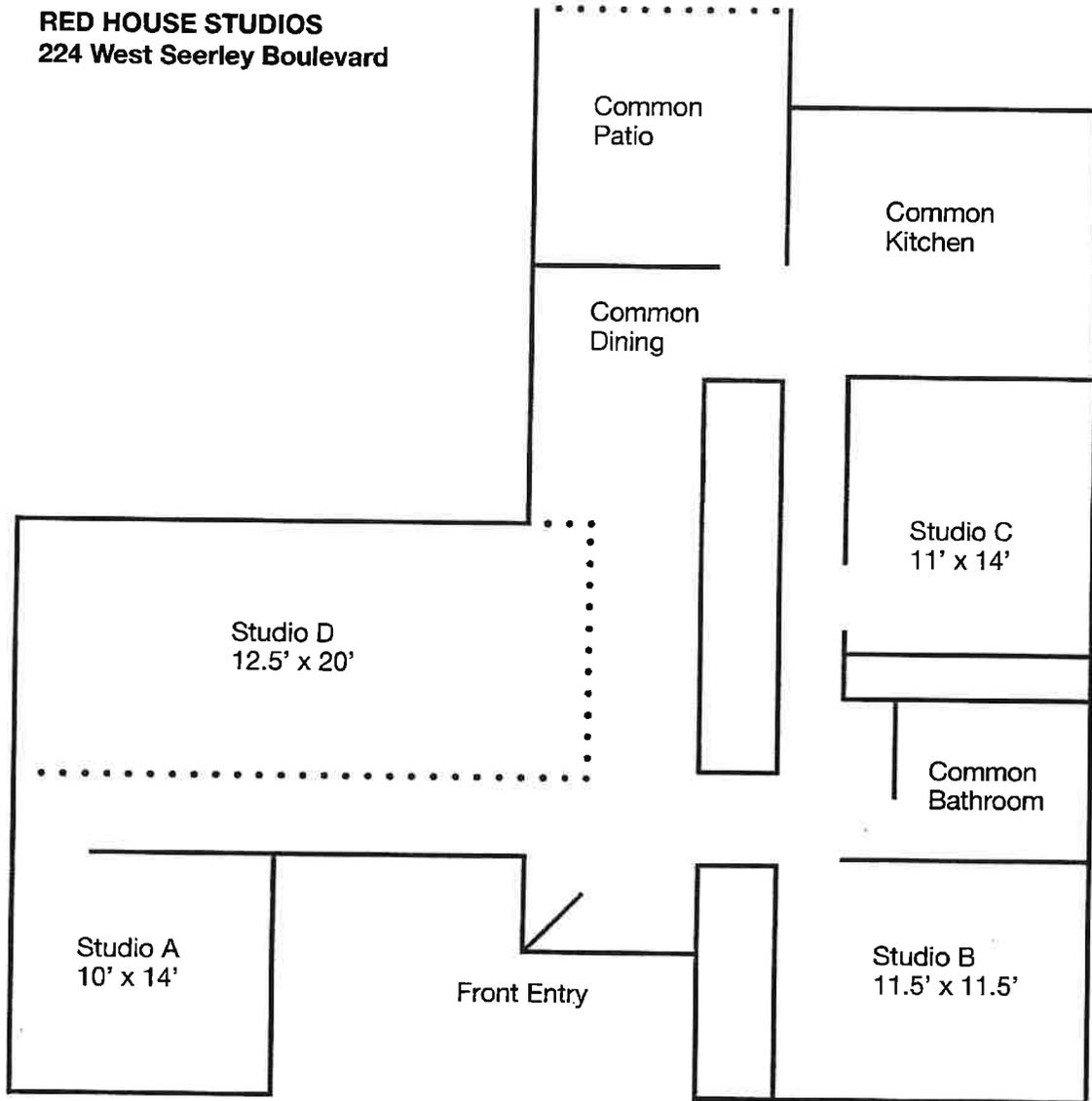
9/7/22
DATE

ATTEST:

BY 
JACQUELINE DANIELSEN, CITY CLERK

9/9/2022
DATE

RED HOUSE STUDIOS
224 West Seerley Boulevard



CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 22 day of May, 2023, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Noah Doely ("Lessee"), whose address for purposes of this Lease Agreement is 122 Main Street, Apt.1 Cedar Falls, IA 50613.

1. Lessor and Lessee entered into that certain Lease Agreement dated June 20, 2021, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is July 1, 2022, until June 30, 2023.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2024, for the same rental amount, ie, \$145 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:



NOAH DOELY

5/22/23

DATE

CITY OF CEDAR FALLS, IOWA

BY _____
ROBERT M. GREEN, MAYOR

DATE

ATTEST:

BY _____
JACQUELINE DANIELSEN, CITY CLERK

DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 20th day of June, 2022 by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Noah Doely ("Lessee"), whose address for purposes of this Lease Agreement is 122 Main Street, Apt.1 Cedar Falls, IA 50613.

1. Lessor and Lessee entered into that certain Lease Agreement dated June 4, 2021, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is July 1, 2022, until June 30, 2023.

2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2023, for the same rental amount, ie, \$145 per month due in advance on the 1st day of each month during the term of the Lease.

3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:


NOAH DOELY

6/15/22

DATE

CITY OF CEDAR FALLS, IOWA
BY 

ROBERT M. GREEN, MAYOR

6/21/22

DATE

ATTEST:
BY 

JACQUELINE DANIELSEN, CITY CLERK

6/21/2022

DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 4 day of June, 2021 by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Noah Doely ("Lessee"), whose address for purposes of this Lease Agreement is _____.

1. Lessor and Lessee entered into that certain Lease Agreement dated June 4, 2021 extension of 9-10-21, which is attached as Exhibit "A". The term of the Lease Agreement is July 1, 2021, until June 30, 2022.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2022, for the same rental amount, ie, \$145 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:

[Signature]
NOAH DOELY
6/4/21
DATE

CITY OF CEDAR FALLS, IOWA

BY [Signature]
SIMON HARDING, MAYOR PRO TEM
6/21/21
DATE

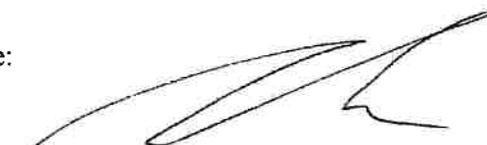
ATTEST:

BY [Signature]
JACQUELINE DANIELSON, CITY CLERK
6/21/2021
DATE

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE
EXTENSION

This Lease Extension is entered into on the 10 day of November, 20²⁰, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Nick Doely ("Lessee"), whose address for purposes of this Lease Agreement is 122 Main St. Apt 1 Cedar Falls IA 50613

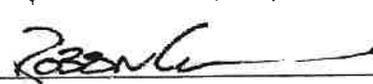
1. Lessor and Lessee entered into that certain Lease Agreement dated 10/17/20 ^{02/24/20}, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is January 1, 2020, until December 31, 2020.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2021, for the same rental amount, ie, \$145.00 per month due in advance on the 1st day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:


INSERT TEXT

10/11/20

DATE

CITY OF CEDAR FALLS, IOWA
BY 

ROBERT M. GREEN, MAYOR

11/16/2020

DATE

ATTEST:
BY 

JACQUELINE DANIELSON, CITY CLERK

11/16/2020

DATE

Exhibit "A"

CITY OF CEDAR FALLS
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 1st day of February, 2020, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Noah Dooly ("Lessee"), whose address for purposes of this Lease Agreement is 122 Main St Apt 1 Cedar Falls, IA 50613

1. Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of January, 2020 to the 31st day of December, 2020, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio D located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")

2. Rent. Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of February, 2020, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.

3. Use. Tenant shall use the Premises only as a working artist studio, subject to the following terms:

- a. COMPLIANCE WITH LAWS: Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
- b. NO RESIDENTIAL USE: Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio D. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
 - a. **NO HAZARDOUS MATERIALS:** Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. **LIABILITY:** Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. **REMEDATION:** Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. **INDEMNIFICATION:** Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. **DISPOSAL:** Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
 - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
 - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)

days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:

[Handwritten signature]

INSERT TEXT

1/11/20
DATE

CITY OF CEDAR FALLS, IOWA

BY *[Handwritten signature]*

INSERT TEXT Robert M. Green, Mayor

1/20/2020
DATE

ATTEST

BY *[Handwritten signature]*

INSERT TEXT Jacqueline Danielson, City Clerk

1/20/2020
DATE



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

TO: Mayor Robert M Green and City Council
FROM: Jennifer Pickar
DATE: May 16, 2023
SUBJECT: Agreement with Moxie for FY24 Digital Advertising

Attached please find a contract to work with Moxie to promote Cedar Falls via digital advertising.

We intend to spend \$40,000, and possibly up to \$20,000 more if grants and budget allows throughout FY24 to promote the city via Facebook, Instagram, Remarketing and Native Display Advertising. We recently received six proposals for this project and Moxie was selected due to the quality of their work and excellent response.

Staff recommends approval.
Best regards.

Cc: Stephanie Houk Sheetz, Community Development Director

CITY OF CEDAR FALLS, IOWA

GENERAL TERMS AND CONDITIONS

City of Cedar Falls & Moxie / Digital Advertising Services

This Agreement is by and between Moxie, a division of VGM Group ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

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

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

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

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

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor as invoices are received for services performed and media purchased. The maximum amount of all payments for Services shall be the amount of \$60,000, unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "A".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

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

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

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on June 30, 2024 unless earlier terminated under the terms of this Agreement.

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

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

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

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

25.0: Notices.

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

City:

Contractor:

Name: Jennifer Pickar

Name: Michele Jensen

Title: Tourism & Cultural Programs Manager

Title: Vice President

Address: 6510 Hudson Rd

Address: 1111 W San Marnan Dr

Cedar Falls, IA 50613

Waterloo, IA 50701

Telephone: 319-268-4266

Telephone: 319-234-7055

Email: Jennifer.pickar@cedarfalls.com

Email: michele.jensen@experiencemoxie.com

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

CONTRACTOR

MOXIE, a division of VGM Group

By: Michelle Jensen
Its: Vice President

Date: 4/24/2023

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsens, MMC, City Clerk

Date: _____

Moxie

Cedar Falls Tourism & Visitors Bureau

Digital Advertising Plan Proposal

Prepared for

Jennifer Pickar, Tourism & Cultural Programs Manager

Prepared by

Michele Jensen, Vice President

Account Team

Michele Jensen, Vice President
Jenny Hughes, Account Manager
Matt Miller, Creative Strategy Director
Desiree Trimble, Client Strategy Director
Lori Stewart, Senior Designer
Jen Gilbert, Senior Copywriter
Nic Redmond, Marketing Insights Analyst
Jon Wheeler, Web Developer

Date

March 27, 2023



Scope of Work

Services

Subtotal

Web Content: SEO and Keywords Review and Recommendations

\$850

Since keywords are a critical component of driving traffic to your website and aid in reaching the right audience at the right time and in the right place, Moxie recommends a review of your current website content. We recommend doing this prior to the creation and launch of the digital campaign to help maximize results and return on investment. Our analysis will help to ensure the right keywords are incorporated into the campaign content. Moxie will provide a summary of the keyword analysis and make recommendations on how keywords could be incorporated within current site content.

Campaign Concepts - Messaging and Strategy

\$7,250

Moxie will create four campaign concepts including messaging and imagery. Campaign concepts will be used for four quarters and will incorporate keywords from initial analysis and follow Cedar Falls Tourism & Visitors Bureau's brand standards. Moxie recommends continued use of the overall slogan of "We know how to weekend" however to help avoid creative fatigue and to best reach the audiences outlined in the RFP, we want to evolve the creative and present this concept under new themes. This will allow Cedar Falls to continue to brand itself as a weekend destination in a relevant way to a variety of audiences including families and young couples.

Once approved, the quarterly concepts will be applied to all tactics including paid search, native advertising, and retargeting. Moxie will also provide files to you so you can use them in materials you are creating beyond the digital campaign on Facebook and Instagram. This could include your website, presentations, Pinterest, YouTube, and/or Twitter allowing you to follow a consistent message and look that is being seen in the quarterly campaigns.

Moxie will work with you to create concepts for two quarters at a time. Q1 and Q2 and then we'll repeat the process for Q3 and Q4.

Includes: 6 hours of client revisions

Initial Report Set Up and Benchmark Determination

\$1,100

Moxie will create a monthly report template to use throughout the life of the campaign to provide monthly reporting of all tactics including analysis of key metrics, observations, and recommendations for adjustments to help maximize your return on investment in your digital ad campaign. Moxie will work with you to obtain all necessary benchmarks to help measure the effectiveness of the various ad types including paid, native, and retargeting.

Services

Subtotal

Google Ad - Paid Search

\$1,200/per ad

To help drive traffic to your website and reach your target audiences, Moxie recommends the use of paid search ads. Moxie will use the approved campaign concepts and ad strategy to create and implement ads on Google Ads. Ads created will be in line with your brand standards as well as the approved concepts for the quarter. Moxie will monitor ad performance and include analysis and insights on a monthly report summary. We recommend considering 4 ads annually.

Includes: 2 hours of client revisions

Social Media Ad - Native Advertising

\$1,200/per ad

In support of your goals to interact and engage with young couples and families, Moxie recommends the use of native ads on two platforms - Facebook and Instagram. Moxie will use your brand standards and the approved quarterly concepts to create and implement ads such as Facebook and Instagram carousels. Moxie will monitor ad performance and include analysis and insights on a monthly report summary. We recommend considering 4 ads annually.

Includes: 2 hours of client revisions

Retargeting Ad

\$1,200/per ad

Retargeting your audience after they visit your website, www.cedarfallstourism.org is a great way to continue to interact and engage with them and continue to build awareness of Cedar Falls as a destination to explore. Moxie recommends the creation and implementation of retargeting ads. These ads will follow your brand standards and the approved quarterly concepts. Moxie will monitor your retargeting ads and include analysis and insights on a monthly report summary. We recommend considering 3 ads annually.

Includes: 2 hours of client revisions

Monthly Reporting

\$475/per month,
\$5,700 annual
investment

Moxie will use the report template to provide a monthly report of all tactics including analysis of key metrics, observations, and recommendations for adjustments to help maximize your return on investment in your digital ad campaign.

Digital Ad Placement

TBD

Based on the number of google, social and retargeting ads selected by the client, the remainder of the \$40,000 budget will be allocated to the media placement with a focus on Facebook and Instagram.

This proposal is presented at a discounted Moxie hourly rate and includes an in-kind contribution of \$2,500 already deducted from the listed investments on page 18.

Additional Ideas for Consideration

Custom Photography - Family-focused

\$3,325

Upon our initial review of the RFP audiences and current materials, Moxie noticed there may be an opportunity for a full day photo shoot. The purpose of the photo shoot would be to obtain photos of families on location in Cedar Falls. These photos could be used within the digital ad campaign but can also be used in other marketing efforts done by the Cedar Falls Tourism & Visitors Bureau. Moxie would work with you to solidify a shot list, shoot on location, and provide edited photos to you. Client will participate in talent coordination.

Includes: full day photo shoot and up to 50 edited photos

:10-:15 Second Social Video

\$1,650

Moxie will create one short social video clip up to 15 seconds using existing photos and animated text/graphics. Video clips can be used on various platforms. The video will follow your brand guidelines and approved quarterly campaign concepts. These short clips are a great way to encourage your audiences to engage with your brand, social platforms, and website. Moxie will share final files to you for use. If this tactic is selected, Moxie will incorporate the social video into the digital ad campaign.

Includes: 2 hours of client revisions

One Minute Brand/Hype Video

\$7,900

Video remains one of the best ways to interact with and engage with your audience. A video is a flexible marketing tool which can be used in presentations, on social platforms, and on your website. Video is also a great way to help your audiences relate to your brand. Moxie recommends the creation of a 60-second commercial style video to reinforce to your target audiences that Cedar Falls is a great weekend destination for young people, young couples, and families. Moxie will work with you to plan a video shoot on location in Cedar Falls.

Includes: full day video shoot and 7 hours of client revisions

Blog Content

\$1,150/per blog

Since your site has a blog, an additional blog post each month would be a great way to maximize your ROI on a digital marketing campaign. Moxie recommends the creation of one additional post per month that is tied directly to the quarterly digital advertising campaign. Blog content not only drives traffic to your website, but it can also be repurposed in other materials such as on social platforms and in your newsletter. Moxie will provide approved content and an image for you to post on your site.

Includes: 2.5 hours of client revisions

Moxie's Recommended Timeline

Q1	Month 1	SEO Keyword Analysis and Summary Create Q1 and Q2 Campaign Creative Create Reporting Template
	Month 2	Launch Q1 Creative Paid and Native Ad Placements Begin
	Month 3	Q1 Creative Running Create Month 2 Report
Q2	Month 4	Launch Q2 Creative Create Month 3 Report Continue Paid and Native Ad Placements Begin Retargeting Ad Placements
	Month 5	Q2 Creative Running Create Month 4 Report Paid, Native, and Retargeting Ad Placements
	Month 6	Q2 Creative Running Create Month 5 Report Paid, Native, and Retargeting Ad Placements Create Q3 and Q4 Campaign Creative
Q3	Month 7	Launch Q3 Creative Create Month 6 Report Paid, Native, and Retargeting Ad Placements
	Month 8	Q3 Creative Running Create Month 7 Report Paid, Native, and Retargeting Ad Placements
	Month 9	Q3 Creative Running Create Month 8 Report Paid, Native, and Retargeting Ad Placements
Q4	Month 10	Launch Q4 Creative Create Month 9 Report Paid, Native, and Retargeting Ad Placements
	Month 11	Q4 Creative Running Create Month 10 Report Paid, Native, and Retargeting Ad Placements
	Month 12	Q4 Creative Running Create Month 11 Report Paid, Native, and Retargeting Ad Placements Create Final Report

Next Steps

To proceed, please review, sign, and return the signed estimate via email to michele.jensen@experiencemoxie.com. This estimate is valid for 30 days following March 27, 2023.

Approval and Acknowledgement

By signing this estimate, Moxie acknowledges and agrees to scope of work and terms. Charges outlined above plus applicable tax will be invoiced via email to Jennifer Pickar at jennifer.pickar@cedarfalls.com, unless otherwise advised by client.

 SIGNATURE
Experience Moxie

 SIGNATURE
Jennifer Pickar

Michele Jensen
Vice President
michele.jensen@experiencemoxie.com

Jennifer Pickar
Tourism & Cultural Programs Manager | Cedar Falls Tourism
& Visitors Bureau

Thank you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (4/17) Item 39.

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

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

PRODUCER Holmes Murphy & Associates 225 South Sixth Street Suite 1900 Minneapolis MN 55402	CONTACT NAME: Chris Sundstrom PHONE (A/C. No. Ext): 612-349-2466 FAX (A/C. No): E-MAIL ADDRESS: csundstrom@holmesmurphy.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER C : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Twin City Fire Insurance Co	29459	INSURER C : The Continental Insurance Company	35289	INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
INSURED VGM Group, Inc. DBA: Strategic Imaging 4024 Alexandra Drive Waterloo IA 50702	VGMGROPC														

COVERAGES **CERTIFICATE NUMBER:** 1043006981 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			91UENOD2145	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			91UENOD2146	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7034752374	10/1/2022	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	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	91WEOD2B1R	1/1/2023	1/1/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Cedar Falls, Iowa is included as an additional insured with respect to General Liability, as required by written contract.

CERTIFICATE HOLDER City of Cedar Falls Inspection Services Division 220 Clay Street Cedar Falls IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

b. Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, that is effective prior to the beginning of the policy period shown in the Declarations of this Coverage Part and applies to "damages" on other than a claims-made basis, if:

- (1) No retroactive date is shown in the Declarations of this Coverage Part; or
- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this Coverage Part.

When this insurance is excess, we will have no duty to defend any "claim" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period.

Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V - EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE 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.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE 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.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 9, 2023
SUBJECT: Tourism Activities & Economic Development Services Funding Agreement

Attached is the FY24 Tourism Activities & Economic Development Services Funding agreement with College Hill Partnership (CHP). This project meets the Tourism Activities & Economic Development Services Funding program criteria, and the agreement sets forth the requirements that must be met by CHP in order to receive \$4,500 in funding for FY24.

If you have any questions, please feel free to let me know.

FY2024 Tourism Activities & Economic Development Services Funding

**AGREEMENT IN SUPPORT
OF THE
COLLEGE HILL PARTNERSHIP**

THIS AGREEMENT is entered into as of this ____ day of _____, 2023, by and between the College Hill Partnership, (hereinafter "CHP"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No. 23,036 on Jan. 17, 2023, wherein the City amended the Accounting Policies and Procedures and Purchasing Manual, including updating Section 28 on Outside Entity Funding ("Purchasing Manual"); and

WHEREAS, CHP is an agency that qualifies for funding from the City pursuant to the Purchasing Manual as updated; and

WHEREAS, the CHP has proposed to the City its project, whereby CHP will use City funds for an aesthetic care taking position and materials, in order to benefit the City of Cedar Falls (the "Project"); and

WHEREAS, CHP's project is more fully explained in CHP's application filed with the City; and

WHEREAS, the Purchasing Manual allows certain funding for projects of this type on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the applicant and the City; and

WHEREAS, CHP and the City have reached agreement on the precise terms and conditions under which the Project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The CHP affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. The CHP shall provide proof of tax-exempt status under the Internal Revenue Service Code prior to receiving funding.

2. **Recipient mission statement.** The CHP has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of the Purchasing Manual approved by the City Council.

3. **Recipient documentation.** Prior to receiving funding, CHP shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CHP by the City, the CHP shall utilize the funds for the Project which will benefit the general public.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$3,300 in order to support implementation of the Project. The Project Budget is established as part of the Application. CHP agrees to complete the Project even if actual expenditures exceed the amount budgeted by CHP for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CHP shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining CHP's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CHP to the City on a biannual basis, specifically October 30, 2023 and April 30, 2024. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 6 and upon receipt of the Report on Project Results required in Paragraph 8. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Report on Project Results.** The CHP agrees to provide the City with a written summary documenting the results of the Project within thirty (30) days of receipt of all Funds provided in Paragraph 5 above.

9. **Return of Funds.** In the event CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2024.

10. **Limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement.

11. **Recipient Board.** The Recipient Board, the College Hill Partnership Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written

- notice of such breach and the breaching party shall have failed to cure the same within thirty (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to the budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to the satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party, as long as the City has not yet provided funding, or CHP reimburses all City funding prior to termination.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

13. **Liability.** The City's participation in the Project is limited to funding as provided in this Agreement, and neither this Agreement nor the Project shall be considered a partnership or joint venture. The City has asserted no control over the Project or over CHP or its employees, officers, directors, agents or volunteers with respect to the Project, and specifically disavows any and all liability whatsoever for any acts or omissions related to or arising out of the Project.

14. **Legal Expenses.** The CHP agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

15. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be completed. Any and all provisions of CHP's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. CHP agrees that the Project shall be carried out without regard to a participant's race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other legally protected characteristic.

16. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2023 through and including June 30, 2024.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

COLLEGE HILL PARTNERSHIP

By: Heck Crisman

City of Cedar Falls, Iowa

By: _____
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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 9, 2023
SUBJECT: Tourism Activities & Economic Development Services Funding Agreement

Attached is the FY24 Tourism Activities & Economic Development Services Funding agreement with Community Main Street (CMS). This project meets the Tourism Activities & Economic Development Services Funding program criteria, and the agreement sets forth the requirements that must be met by CMS in order to receive \$20,000 in funding for FY24.

If you have any questions, please feel free to let me know.

FY2024 Tourism Activities & Economic Development Services Funding

**AGREEMENT IN SUPPORT
OF
CEDAR FALLS COMMUNITY MAIN STREET**

THIS AGREEMENT is entered into as of this 8 day of June, 2023, by and between Cedar Falls Community Main Street, Inc., (hereinafter "CMS"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No. 23,036 on Jan. 17, 2023, wherein the City amended the Accounting Policies and Procedures and Purchasing Manual, including updating Section 28 on Outside Entity Funding ("Purchasing Manual"); and

WHEREAS, CMS is an agency that qualifies for funding from the City pursuant to the Purchasing Manual as updated; and

WHEREAS, CMS has proposed to the City its project, whereby CMS will use City funds for economic development programming, cleanliness and general upkeep, and a façade grant program, in order to benefit the City of Cedar Falls (the "Project"); and

WHEREAS, CMS's Project is more fully explained in CMS's application filed with the City; and

WHEREAS, the Purchasing Manual allows certain funding for projects of this type on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the applicant and the City; and

WHEREAS, CMS and the City have reached agreement on the precise terms and conditions under which the Project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** CMS affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. CMS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** CMS has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of the Purchasing Manual approved by the City Council.

3. **Recipient documentation.** Prior to receiving funding, CMS shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;

- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CMS by the City, CMS shall utilize the funds for the Project which will benefit the general public.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$20,000 in order to support implementation of the Project. The Project Budget is established as part of the Application. CMS agrees to complete the Project even if actual expenditures exceed the amount budgeted by CMS for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** CMS shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining CMS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 8.

7. **Salaries.** A portion of the City's funding, as outlined in Paragraph 5, may provide funding for a portion of the salaries and employee benefits described in the application. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a CMS employee or against a CMS employee by others will be borne by CMS. There is no employer-employee relationship between the City and CMS or any CMS employee, officer, director, agent, volunteer or representative.

8. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CMS to the City on a biannual basis, specifically October 30, 2023 and April 30, 2024. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 6 and upon receipt of the Report on Project Results required in Paragraph 9. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

9. **Report on Project Results.** CMS agrees to provide the City with a written summary documenting the expenditure of the funds on a biannual basis, specifically no later than October 30, 2023 and April 30, 2024. Such report shall include without limitation, details of the following activities:

- a. Design and historic preservation
- b. Business development and retention
- c. Promotion and marketing
- d. Member development, training and communication
- e. A summary of new investment and job creation/retention figures for the applicable reporting period.
- f. Specific economic development projects taking place in FY24.
- g. Streetscape Improvement and Cleanliness project.

10. **Return of Funds.** In the event CMS does not use funds for the intended purpose(s) or in the event CMS does not comply with the reporting requirements of Paragraph 9 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2024.

11. **Limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement.

12. **Recipient Board.** The Recipient Board, the Community Main Street Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

13. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to the budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to the satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party, as long as the City has not yet provided funding, or CMS reimburses all City funding prior to termination.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this agreement.

14. **Liability.** The City's participation in the Project is limited to funding as provided in this Agreement, and neither this Agreement nor the Project shall be considered a partnership or joint venture. The City has asserted no control over the Project or over CMS or its employees, officers, directors, agents or volunteers with respect to the Project, and specifically disavows any and all liability whatsoever for any acts or omissions related to or arising out of the Project.

15. **Legal Expenses.** CMS agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CMS's performance, or the performance of CMS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CMS.

16. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be funded. Any and all provisions of CMS's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. CMS agrees that the Project shall be carried out without regard to a participant's race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other legally protected characteristic.

17. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or

understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

18. **Term of Agreement.** This Agreement covers the period from July 1, 2023 through and including June 30, 2024.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Community Main Street, Inc.

By: *Kimberly J. Bear*

City of Cedar Falls, Iowa

By: _____
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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 1, 2023
SUBJECT: Property Acquisition: Patrick and Laura Finnegan

At their April 17, 2023 meeting, City Council approved the execution of the Offer to Buy Real Estate and Acceptance for 2.35 acres of land located at 2603 S. Union Road, just west of the West Viking Road Industrial Park, from Patrick and Laura Finnegan. The purchase price was \$346,000. City Legal staff completed the closing on the property on June 1, 2023.

Now that the closing has been completed, City Council will need to accept the Warranty Deed that will be recorded at the Black Hawk County Recorder's Office. Staff recommends that the City Council adopt the following:

1. Resolution Approving and Accepting a Warranty Deed for the purchase of 2.35 acres, more or less, of real estate located at 2603 S. Union Road, owned by Patrick and Laura Finnegan.

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

xc: Ron Gaines, P.E., City Administrator
Kevin Rogers, City Attorney

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND ACCEPTING A WARRANTY DEED FOR THE PURCHASE OF 2.35 ACRES, MORE OR LESS, OF REAL ESTATE LOCATED AT 2603 SOUTH UNION ROAD OWNED BY PATRICK AND LAURA FINNEGAN

WHEREAS, The City Council of the City of Cedar Falls, Iowa, previously approved execution of an Offer to Buy Real Estate and Acceptance between the City of Cedar Falls, Iowa, and Patrick and Laura Finnegan, for the purchase of 2.35 acres, more or less, of real estate located at 2603 S. Union Road owned by Patrick and Laura Finnegan; and

WHEREAS, pursuant to said Offer to Buy Real Estate and Acceptance, the real estate transaction recently closed, and Patrick and Laura Finnegan have tendered a Warranty Deed in fulfillment of said Offer to Buy Real Estate and Acceptance, a copy of which Warranty Deed accompanies this Resolution, to the City of Cedar Falls, Iowa; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interests of the City of Cedar Falls, Iowa, to approve and accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that said Warranty Deed conveying 2.35 acres, more or less, of real estate located at 2603 S. Union Road by Patrick and Laura Finnegan, to the City of Cedar Falls, Iowa, is hereby approved and accepted, and the City Clerk is hereby authorized and directed to cause said Warranty Deed to be recorded with the Black Hawk County Recorder.

PASSED AND APPROVED this _____ day of June, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the _____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this _____ day of _____, 2023.

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa



WARRANTY DEED
(Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, Patrick J. Finnegan and Laura B. Finnegan, husband and wife, do hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

Parcel "A" of Plat of Survey Doc. #2017-02916 filed August 12, 2016, being part of the Northwest Quarter of the Southwest Quarter of Section 34, Township 89 North, Range 14 West of the Fifth Principal Meridian, Black Hawk County, Iowa.

Subject to easements, restrictions, covenants, ordinances, and limited access provisions of record.

There is a private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code § 558.69, and a Groundwater Hazard Statement is being submitted herewith.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

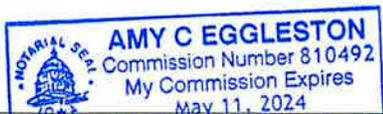
Dated: 6/1/23

Patrick J. Finnegan, Grantor

Laura B. Finnegan, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on 6/1/2023 by Patrick J. Finnegan and Laura B. Finnegan, husband and wife.



Signature of Notary Public



PUBLIC WORKS DEPARTMENT

City of Cedar Falls
501 E. 4th Street
Cedar Falls, Iowa 50613
319-273-8633

MEMORANDUM

Water Reclamation Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Tyler Griffin, Water Reclamation Manager
DATE: June 9th, 2023
SUBJECT: 17th St. Lift Station Makeup Air Unit Replacement

This past winter, a Makeup Air Unit (MAU) failed at the 17th Street Lift Station. This critical piece of equipment both heats the building, and replaces potentially toxic air with fresh air, providing a safe work environment at our largest lift station.

The MAU, which is original to the lift station, was heavily impacted by the corrosive nature of the air being removed from the lift station, likely reducing its operational lifespan. The recommended replacement MAU will have corrosion resistant coatings to reduce these impacts on the new equipment.

Setpoint Mechanical proposed to supply a Xetex Outdoor Indirect Fired MAU for \$179,200, and Plumb Tech Inc. provided a bid of up to \$19,670 for installation. Neither Geisler Brothers Company, nor Young Plumbing & Heating returned a bid for this project.

I am requesting authorization to expend the above funds to purchase and install a Xetex Makeup Air Unit at the 17th Street Lift Station. These costs will be covered by FY24 Sewer Rental Funds. However, I am making the request now due to extended lead times.

Please let me know if you have any questions.

CC: Chase Schrage, Public Works Director



Proposal

To: City of Cedar Falls
Attn: Chris Harrison
Project: 17th St. MAU Replacement
Engineer: NA

Date: 2/21/2023
Delivery Terms: F.O.B. Factory F.A.
Payment Terms: Net 30
Tax: Less Tax

Setpoint Mechanical Solutions is pleased to offer the following products for your review and consideration:

<u>Item</u>	<u>Qty.</u>	<u>Model/Description</u>	<u>Tag</u>
A1	1	Xetex / Outdoor Indirect-Fired MAU	MAU-2

Model: XAH-15000-RT-HI
 Outdoor Construction - 100% OA Unit
 Horizontal Config. – Downflow Discharge
 Aluminum Casing – Exterior Painted Xetex Gray Acrylic
 Aluminum Checkerplate Floor
 Double Wall – 2” R-13 Foam Insulation
 2 x Direct Drive Plenum Supply Fans – Heresite Coated
 480V/3P – 7.5 HP TEFC Motors w/VFD
 Fans w/1” Spring Isolation
 OA Hood w/Birdscreen
 TAMCO Aluminum Intake Damper & Actuator (Fld. Installed)
 2” MERV8 Outside Air Filter Section (Fld. Installed)
 409 SS Heat Exchanger (Natural Gas)
 1929 MBH Input
 90F Temp rise
 Modulating Control
 Full Side Access w/Doors
 Xetex DDC Controls (Panel Shipped Loose, Fld. Installed)
 External NEMA 4 Electrical Panel
 ETL Label
 Non-Fused Disconnect w/Single Point Power Connection
 GFI Service Outlet & Lights (120V Power by Others)
 Filter Pressure Switch
 Floor Grates Over Access Openings
 6” Structural Steel C-Beam w/Xetex Gray Acrylic
 Adapter Curb
 Start-up by Setpoint Mechanical
 Estimated Lead Time: 32-36 Weeks

Unit Dimensions: 76”H x 174”L x 104”W
 Weight: 8,000 lbs
 Unit Shrink Wrapped

**Not Including 1) Control/power/sensor wiring, actuator install, BAS integration, explosion proof rating, gas venting, spare filters.
 2) Unit shipping splits, storage, rigging, installation, labor warranty.**

TOTAL NET PRICE (ITEMS A).....\$179,200.00

Sincerely,

Lucas Waage
Setpoint Mechanical Solutions
Cell (515)-577-8792
[*lucas@setpointmech.com*](mailto:lucas@setpointmech.com)

Plumb Tech Inc.

3261 W. Airline Hwy.

Waterloo, IA 50703

Phone: 319-233-5616

Fax: 319-233-5737

Date: 3/9/23

To: City of Cedar Falls

Attn: Chris

Re: MAU Change Out

We propose to furnish the labor and miscellaneous materials to change out the existing MAU at the Cedar Falls Lift Station by the Panther Lounge. We have included disconnecting and reconnecting the gas pipe, Removing and disposing of the exiting MAU, and setting a new owner provided Xetex MAU. We have also included crane rental and an allowance of \$10,000.00 for any electrical work or control work. Note: Setpoint Mechanical said the unit is being shipped with factory installed controls in the unit.

Quote: \$ 19,670.00

**Plumb Tech Inc.
Brett Behrends**

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, EI, Civil Engineer II

DATE: June 20, 2023

SUBJECT: 2023 Alley Reconstruction Project
Project No. RC-000-3298
Contract Documents

Submitted within for City Council approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Vieth Construction Corp. for the 2023 Alley Reconstruction Project.

This project involves the reconstruction of three (3) alleys, two (2) of which are concrete and one (1) of which is a permeable alley. Work shall include a combination of excavation and backfill of the alley areas; removal and replacement of driveway and sidewalk and of PCC curb and gutter; subdrain installation; placement of storage and filter aggregate; installation of permeable interlocking clay brick pavers, seeding, and concrete, asphalt, or gravel driveway replacement.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Vieth Construction Corp. for the 2023 Alley Reconstruction Project.

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

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this _____ day of _____, 2023, 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: 2023 ALLEY RECONSTRUCTION PROJECT, Project No. RC-000-3298 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 1st day of May, 2023, 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-000-3298 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. Bidder Status Form

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

Tony Vreth
Contractor *PNES.*

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: Jacqueline Danielsen, MMC
City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. 2346438

KNOW ALL BY THESE PRESENTS:

That we, Vieth Construction Corporation, as Principal (hereinafter the “Contractor” or “Principal” and Swiss Re Corporate Solutions America Insurance Corporation as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Oblige (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Fifty Five Thousand Four Hundred Fifty One Dollars and 50/100 (\$ 255,451.50), 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 _____, 2023, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

**2023 Alley Reconstruction Project
Paving / Pavers / Storm Sewer
Project RC-000-3298**

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

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

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

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

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

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

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

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

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

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

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk 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-000-3298

Witness our hands, in triplicate, this _____ day of _____, 2023.

Surety Countersigned By:

PRINCIPAL:

N/A
Signature of Agent

Vieth Construction Corporation
Contractor

By: *Tony Vieth*
Signature
pkcs.
Title

Printed Name of Agent

SURETY:

Company Name

Swiss Re Corporate Solutions America Insurance Corporation
Surety Company

By: *Kate Zanders*
Signature Attorney-in-Fact Officer

Company Address

Kate Zanders, Attorney-in-Fact / Licensed Iowa Agent
Printed Name of Attorney-in-Fact Officer

City, State, Zip Code

Holmes, Murphy and Associates LLC
Company Name

Company Telephone Number

2727 Grand Prairie Parkway
Company Address

FORM APPROVED BY:

Waukee, IA 50263
City, State, Zip Code

Attorney for Owner

(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.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, STACY VENN,
DIONE R. YOUNG, STACIE CHRISTENSEN, SETH ROOKER, JENNIFER MARINO, JOSEPH TIERNAN, KATE ZANDERS, and SARA HUSTON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By [Signature]
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 17TH day of JANUARY, 20 23

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 17TH day of JANUARY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ___ day of ___, 2023.

[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

POLICY NUMBER: 60502790

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
220 Clay Street
Cedar Falls, IA 50613

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.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 4/10/2023 at 12:01 A.M. standard time, forms a part of
(DATE)

Policy No. 60502790 of the _____ (NAME OF INSURANCE COMPANY)

issued to

Premium \$ _____

Authorized Representative

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 any one not named in the Schedule.

Schedule

Blanket per written contract

**FORM OF PROPOSAL
2023 ALLEY RECONSTRUCTION PROJECT
NO. RC-000-3298
CITY OF CEDAR FALLS, IOWA**

**Vieth Construction
Corporation
6419 Nordic Dr.
Cedar Falls, IA 50613**

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

The undersigned hereby certifies that _____ 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 2023 ALLEY RECONSTRUCTION PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying 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 yrs.) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	SUMP PUMP AND ROOF DRAIN TAP	EACH	5
2	OFF-SITE TOPSOIL	C.Y.	45
3	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	333
4	SUBBASE, MODIFIED, 6 IN.	S.Y.	1266
5	STORM SEWER, TRENCHED, 15 IN., NON-PERF HDPE	L.F.	271
6	SPECIAL PIPE CONNECTION, SW-211	EACH	2
7	REMOVAL OF STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	L.F.	271
8	SUBDRAIN, PERFERATED, 6 IN.	L.F.	298
9	SUBDRAIN CLEANOUT, TYPE A-1, 6 IN.	EACH	2
10	VALVE BOX ADJUSTMENT	EACH	1
11	INTAKE, SINGLE FLAT	EACH	2
12	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	2
13	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 6 IN., CLASS "C"	S.Y.	1157
14	CURB, P.C.C., 7 IN., 2.5 FT WIDTH, TYPE "C", CLASS III	L.F.	40
15	REMOVAL OF DRIVEWAY	S.Y.	41
16	REMOVAL OF SIDEWALK	S.Y.	8
17	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	108
18	GRANULAR SURFACING, 1-INCH ROADSTONE	S.Y.	15
19	PATCH, 7" P.C.C., FULL DEPTH, "M" MIX	S.Y.	37
20	PATCH, PARTIAL DEPTH, HMA (ST) SURFACE, 1/2 IN., PG58-28S	TONS	6
21	PAVEMENT REMOVAL	S.Y.	545
22	CURB AND GUTTER REMOVAL	L.F.	40
23	ENGINEERING FABRIC	S.Y.	234
24	STORAGE AGGREGATE	S.Y.	234
25	FILTER AGGREGATE	S.Y.	234
26	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	S.Y.	67
27	TEMPORARY TRAFFIC CONTROL	L.S.	1
28	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	S.F.	2365
29	WATTLES, 9 IN. STRAW	L.F.	100
30	WATTLES, MAINTENANCE AND REMOVAL	L.F.	100
31	INLET PROTECTION DEVICE, INSTALLATION	EACH	4
32	INLET PROTECTION DEVICE, MAINTENANCE	EACH	4
33	MOBILIZATION	L.S.	1
34	CONCRETE WASHOUT	L.S.	1

TOTAL CONSTRUCTION BASE BID: \$ 255,451.50

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
PROJECT NO. RC-000-3298

STATE OF IA
COUNTY OF Black Hawk ss

Alex Weber, being first duly sworn, deposes and says that:

(1) We are _____ of Vieth Const. Corp.
(owner, partner, officer, representative, or agent)

_____, the Bidder that has submitted the attached bid:

(2) We are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signature]
Signed _____
Title Estimator/p.m.

Subscribed and sworn to before me

this 26 day of 5, 20 23

Kari Jansen

Title _____
My Commission expires 3-15-25



Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 3 / 1 / 05 to present Address: _____
 City, State, Zip: Vieth Construction Corporation
6419 Nordic Dr.
Cedar Falls, IA 50613

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
 City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
 City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Vieth Const. Co. P.

Signature:  Date: 5/26/23

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

309-6001 02-14


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
Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: June 20, 2023
SUBJECT: Request to Set Date of Public Hearing: Community Development Block Grant and HOME Consortium Annual Action Plan FY24 (FFY23)

The Community Development Department has developed FFY23 Annual Action Plan (AAP) outlining the use of HUD's announcement that our CDBG entitlement grant is \$261,652 in federal fiscal year 2023. The plan allocates the funds in accordance with the adopted and HUD-approved 5-Year Consolidated Plan and is required to be submitted to HUD each year. The City has until August 11, 2023 to submit the AAP to HUD.

Staff anticipates that the Housing Commission will be reviewing the AAP at their June 21st meeting.

The public comment period is at least 30 days, per HUD requirements. The public comment period started June 9, 2023, and will end on July 17, 2023. The Community Development Department recommends setting the public hearing and considering adoption of the Annual Action Plan (FFY23) at the City Council's July 17, 2023 meeting.

Please contact me with any questions. Thank you.

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development
 Karen Howard, AICP, Planning & Community Services Manager



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: June 12, 2023
SUBJECT: Transfer of Lots 12 and 13, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 9.33 acres more or less).

Staff would like to request that a public hearing be scheduled for July 17, 2023 to address the proposed transfer of the above referenced City owned real estate to Ryan Companies US, Inc. The proposed project would consist of an approximate 56,000 square foot building to be constructed at the corner of Venture Way and Innovation Drive in the new West Viking Road Industrial Park expansion area. Additional information pertaining to the land transaction and the Agreement for Private Development will be provided to City Council prior to the public hearing.

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

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND RYAN COMPANIES US, INC.; AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO RYAN COMPANIES US, INC., PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from Ryan Companies US, Inc., a Minnesota corporation (the "Developer"), to enter into a proposed Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and Ryan Companies US, Inc., on terms which include:

- (1) Conveyance of certain city-owned real estate legally described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lots 12 and 13, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 9.33 acres more or less);

and

- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$7,747,000 for a period of ten (10) years after completion of the improvements;

and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development and conveyance of the Development Property to the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 17th day of July, 2023, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Ryan Companies US, Inc., and to consider conveyance of the Development Property to the Developer on certain terms as set forth in the proposed agreement. A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this ___ day of _____, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the ____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2023.

Jacqueline Danielsen
City Clerk of Cedar Falls, Iowa



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Financial Services Division

TO: Mayor Green and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: May 18, 2023
SUBJECT: Council Salary Ordinance

Please find attached proposed changes to Section 2-47 of the Code of Ordinances relating to the Salary of Councilmembers. These changes were discussed during the Committee of the Whole meeting on April 17, 2023.

The effects of Section 2-47 changes are to establish \$12,000 as the annual rate of pay beginning January 1, 2024, and to use October as the month of the federal consumer price index rate (CPI-U) to calculate the annual increase, which will be effective beginning January 1, 2025.

Please feel free to contact me with any questions.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations
Ron Gaines, City Administrator

ORDINANCE NO. _____

AN ORDINANCE INCREASING THE SALARY OF COUNCIL MEMBERS BY REPEALING SECTION 2-47, SALARY OF MEMBERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, CITY COUNCIL, OF CHAPTER 2, ADMINISTRATION, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-47, SALARY OF MEMBERS OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 2-47, Salary of Members, of Division I, Generally, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-47, Salary of Members, is enacted in lieu thereof, as follows:

Sec. 2-47. - Salary of members.

Each councilmember of the city shall receive an annual salary of ~~\$12,000.00~~~~\$4,098.60~~ as of January 1, 2024, and ~~beginning after~~ January 1, ~~2025, 2000~~ an annual salary adjustment shall be awarded equal to the ~~latest calendar year annual~~ federal consumer price index rate (CPI-U) for the month of October that precedes the effective date of the annual salary adjustment~~awarded at the start of each fiscal year~~. Said salary shall be payable in such manner as the council shall by motion direct.

(Code 2017, § 2-43; Ord. No. 2085, § 1, 2-13-1995; Ord. No. 2250, § 1, 1-11-1999)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

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: 319-268-5161
Fax: 319-268-5197
www.cedarfalls.com

MEMORANDUM

Inspection Services Division

TO: Honorable Mayor Robert Green & City Council

FROM: Jamie Castle, AIA
Building Official

DATE: June 13, 2023

SUBJECT: First Reading for amendments to Ordinance Sections 19-4 and 19-185
Removal of Snow and Ice

Attached are the proposed amendments to Ordinance Sections 19-4 and 19-185 Removal of Snow and Ice. These potential amendments were initially presented at the March 20, 2023 committee meeting.

Chapter 19 STREETS AND SIDEWALKS

ARTICLE I. IN GENERAL

Sec. 19-1. Obedience to persons entrusted with care of streets.

It shall be unlawful for any person within the city to disobey or disregard the lawful commands or directions of any person in charge of work or repair or connected with such work or repair on any street with respect to the care of the street, the removal of obstructions and the general convenience of traffic and travel.

(Code 2017, § 23-1)

Sec. 19-2. Right-of-way, public park, public area meetings; parades.

- (a) It shall be unlawful for any person to hold public meetings of any character or description upon any public right-of-way of the city, or in any public park or area under the control of the city, without a permit being first secured as set forth in this section, or for any person to congregate about or upon any public right-of-way of the city so as to obstruct public travel or city services, or for any person to parade or march upon any street or public right-of-way of the city without a permit being first secured as set forth in this section.
- (b) Public meetings may be held on public right-of-ways of the city and in public parks or other public areas, and parades or marches may be held in the city by a person first obtaining from the city a written permit as described in section 17-210. This section is not intended to apply to funeral processions, students engaged in educational activities under the direct supervision of proper school authorities, or governmental agencies acting within the scope of their functions.
- (c) Any person violating any provision of this section, or who holds, conducts, manages, directs or has charge of a public meeting, parade or march otherwise than in accordance with the terms of the written permit issued as provided in this section, shall be guilty of a municipal infraction, punishable as provided in section 1-9 of this Code.

(Ord. No. 2949, § 4, 8-5-19)

Editor's note(s)—Ord. No. 2949, § 4, adopted August 5, 2019, repealed the former § 19-2 and enacted a new § 19-2 as set out herein. The former § 19-2 pertained to street meetings; parades and derived from Code 2017, § 23-3.

Sec. 19-3. Use of barbed wire on street.

- (a) The use of barbed wire on any property where such wire abuts any street or on the right-of-way of any street within the corporate limits of the city is hereby prohibited, and it is hereby made the duty of the operations and maintenance manager to remove any barbed wire so used on private property within the corporate limits of the city after first giving the owner or person occupying the premises 24 hours' notice to remove the same; provided, however, that, where such barbed wire is on the right-of-way of any street, the same may be removed by the manager without notice.

- (b) Any person failing, refusing or neglecting to remove any such barbed wire, when notified to do so by the operations and maintenance manager within 24 hours after such notice, or any person who shall use barbed wire in violation of the provisions of this section, shall be guilty of a misdemeanor.

(Code 2017, § 23-4)

Sec. 19-4. ~~Clearing of snow and ice from sidewalks.~~ Reserved

~~It shall be the duty of the owner to keep sidewalks abutting the property clear of the natural accumulations of snow or ice. If the owner fails to do so within a reasonable time, the operations and maintenance manager may have the natural accumulations of snow or ice removed without notice to the property owner. The manager shall give the council an itemized and verified statement of the costs and a legal description of the property. The costs shall be assessed against the property as taxes.~~

(Code 2017, § 23-5)

Sec. 19-5. Depositing gasoline, oil, etc., on paved streets.

No person shall allow any gasoline, kerosene or oil of any character to be deposited upon any pavement or to drip from any wagon, tank or vessel upon any pavement within the city.

(Code 2017, § 23-7)

Sec. 19-6. Depositing dirt, ashes or rubbish on paved streets.

No person shall deposit or cause to be deposited any dirt, ashes or rubbish of any kind or character on any paved street within the city.

(Code 2017, § 23-8)

Sec. 19-7. Cleanup of glass and other material on removal of wrecked vehicle from street.

Any person removing a wrecked or damaged vehicle from a street shall remove any glass or other injurious substance dropped upon the street from such vehicle.

(Code 2017, § 23-9)

Sec. 19-8. Deposit of injurious material on street.

- (a) No person shall throw or deposit upon any street in the city any glass, bottle, nails, tacks, wire, cans, trash, garbage, rubbish, litter, offal or any other debris. No substance likely to injure any person, animal or vehicle upon a street shall be thrown or deposited by any person upon such street.
- (b) Any person who drops or permits to be dropped or thrown upon any street any destructive or injurious materials and other materials as defined in subsection (a) of this section shall immediately remove the material or cause it to be removed.

(Code 2017, § 23-10)

Sec. 19-9. Sweeping refuse or waste into street.

It shall be unlawful for any business house or firm to sweep refuse or waste material of any kind into the street.

(Code 2017, § 23-11)

Sec. 19-10. Animals on streets.

- (a) It shall be unlawful to drive any animal on the streets of the city, unless properly harnessed and ridden, driven or led so as to be under the full control of the person so riding, driving or leading such animal; provided, however, that this section shall not prevent the transporting of animals in vehicles over the public streets of the city.
- (b) It shall be unlawful to leave any horses or livestock unattended on the streets of the city.
- (c) All provisions of chapter 23 shall, when applicable, apply to animals ridden, driven or led on the streets of the city.

(Code 2017, § 23-12)

Sec. 19-11. Depositing snow or ice upon streets, sidewalks or municipal parking lots.

It shall be unlawful for any person to deposit any accumulations of snow or ice upon the traveled portion of any street or highway, or upon any public sidewalk, or upon any municipally owned or leased parking lot, anywhere within the city. Any person violating this section shall be deemed to have committed a municipal infraction and shall be punished as provided in section 1-9.

(Code 2017, § 23-13; Ord. No. 2077, 11-14-1994)

Sec. 19-12. Camping on public rights-of-way.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Camp or camping means residing in or using city-owned property for night-time living accommodation purposes such as sleeping activities, making preparations to sleep overnight, including the laying down of bedding for the purpose of sleeping; erecting, maintaining or occupying any structure with natural or artificial material, including a building or tent, or living in a parked camper, trailer, motor home, motor vehicle, or any other vehicle, or city-owned property.

- (b) *Unlawful camping.* Except as otherwise provided in section 17-201 with respect to city parks, it shall be unlawful for any person to camp on any city-owned property, including public street rights-of-way, public sidewalks, public parks, or any other publicly-owned or maintained area or facilities; and no person shall set up a tent, shack, or any other shelter or structure on, nor park a camper, trailer, motor home, or any other vehicle for the purpose of sleeping or camping on, any city-owned property, including public street rights-of-way, public sidewalks, public parks, or any other publicly-owned or maintained area or facilities.

(Code 2017, § 23-14; Ord. No. 2522, § 1, 6-13-2005)

Sec. 19-13. Penalty for violation of article.

Any person violating any of the provisions of this article shall be deemed to have committed a municipal infraction and shall be punished as provided in section 1-9.

(Code 2017, § 23-15; Ord. No. 2522, § 2, 6-13-2005)

ARTICLE V. SIDEWALK CONSTRUCTION AND REPAIR**Sec. 19-172. Purpose of article.**

The purpose of this article is to clarify the responsibilities of the city and the owners of abutting property for the maintenance, repair, replacement or reconstruction of sidewalks.

(Code 2017, § 23-121)

Sec. 19-173. 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:

City engineer means the city engineer or the officer designated by the city council to perform the duties prescribed for the engineer by this article.

Defective sidewalk means any public sidewalk exhibiting deficient characteristics, as defined by the city engineer and approved by the city council. A list of the deficient characteristics shall be kept on file in the office of the city clerk.

Owner means the person owning the fee title or the contract purchaser for purposes of notification required under this article. For all other purposes, the term "owner" shall include the lessee, if any.

Sidewalk improvements means the reconstruction, repair, replacement or removal of a public sidewalk or the excavating, filling or depositing of material in the public right-of-way in connection therewith.

(Code 2017, § 23-122)

Sec. 19-174. Penalty for violation of article.

Any person violating any of the provisions of this article shall be deemed to have committed a municipal infraction, and shall be punished as provided in section 1-9.

(Code 2017, § 23-123)

Sec. 19-175. Standard specifications; supervision by city engineer.

- (a) The city engineer shall prepare complete plans and specifications for the construction, reconstruction and repair of sidewalks and driveway crossings in the sidewalk, which, upon approval of the city council, shall be kept on file in the office of the city clerk. The specifications shall include descriptions and standards for location of barricades and warning lights.

- (b) All sidewalk improvements on public property, whether performed by the owner of the abutting property or by the city, shall be performed under the supervision and inspection of the city engineer, and in accordance with the plans and specifications adopted in accordance with this article.

(Code 2017, § 23-124)

Sec. 19-176. Permit required; issuance.

No person shall make any sidewalk improvements unless such person shall obtain a permit from the city engineer. The permit shall state that the person will comply with the ordinances of the city and with the specifications for sidewalks adopted by the city. The permit also shall state that the work will be done under the direction and approval of the city engineer. A charge, in such amount as established by the council from time to time, shall be made for all such permits. A copy of the permit, with the application, shall be filed and preserved in the office of the city engineer. The permit shall state when the work is to be commenced and when the work is to be completed. The time of completion for the sidewalk improvements may be extended by the city engineer. All permits for sidewalk improvements not ordered by resolution of the city council shall be issued in compliance with this article. The city engineer may withhold the issuance of any permit for any sidewalk improvements for a sufficient period to determine the necessity for the proposed improvements, or when weather conditions will adversely affect the sidewalk improvements.

(Code 2017, § 23-125)

Sec. 19-177. Commencement of work without permit; failure to comply with specifications.

Whenever any sidewalk improvements are made that do not conform to the provisions of this article and with the city specifications, or when any sidewalk improvements are made without a permit, the city engineer shall serve notice to obtain a permit upon the property owner and upon the contractor doing the work. If the sidewalk is in the course of construction, the notice shall order the work to stop until a permit is obtained and the work is corrected to comply with the specifications. If the sidewalk work has been completed, the owner shall obtain a permit immediately and perform any needed corrections within five days from receipt of the permit. If the owner fails to comply with this notice, the engineer shall have the work completed, and the costs shall be assessed to the property owner as provided in section 23-135(c).

(Code 2017, § 23-126)

Sec. 19-178. Bond; insurance.

- (a) Any person constructing or building sidewalks within the city must first file a bond with the city clerk, with a copy to the city engineer, in the sum of \$5,000.00, or the estimated total cost of the construction work covered by the permit as determined by the city engineer, whichever is greater, conditioned on:
- (1) The faithful performance of all duties and regulations required by this article regulating the construction, reconstruction or repair of sidewalks within the city;
 - (2) The prompt payment to the city of any sums that may become due by reason of this article; and
 - (3) The payment of all fines imposed on said person for violation of this article when such violations occur during the life of the bond.
- (b) In addition, such person shall provide a certificate of liability insurance to the city clerk with a copy to the city engineer, which policy shall indemnify the city from all liability for damages arising from negligence in doing, protecting or completing the sidewalk work. Said insurance policy shall have limits in the aggregate of

(Supp. No. 15)

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\$1,000,000.00, and shall include the city as an additional named insured. Said bond and liability insurance policy shall provide coverage on a calendar year basis. Owners doing only their own sidewalk work are not required to furnish a bond or liability insurance policy if the owners execute an agreement with the city to hold the city harmless from any and all claims that may arise out of the sidewalk work.

(Code 2017, § 23-127; Ord. No. 2758, § 2, 1-23-2012)

Sec. 19-179. Inspection and approval of work.

Upon final completion of sidewalk improvements, the city engineer shall inspect the work. He may order corrections if the work does not meet specifications. When the work does meet all requirements of this article, the specifications and the permit, the engineer shall indicate this on both copies of the permit.

(Code 2017, § 23-128)

Sec. 19-180. Barricades and warning lights.

Proper warning lights and barricades shall be placed at sidewalk improvements to protect persons from materials, equipment and dangerous conditions. Placement and maintenance of adequate warnings is the responsibility of the constructor, the owner and the lessee of the property.

(Code 2017, § 23-129)

Sec. 19-181. Interference with sidewalk improvements.

No person shall knowingly or willfully drive any vehicle upon any portion of any sidewalk or approach thereto while it is in the process of being improved, or upon any portion of any completed sidewalk or approach thereto, or shall remove or destroy any part or all of any sidewalk or approach thereto, or shall remove, destroy, mar or deface any sidewalk at any time or destroy, mar, remove or deface any notice or warning device provided for by this article.

(Code 2017, § 23-130)

Sec. 19-182. Authority to order sidewalk improvements.

The city engineer may order the reconstruction, repair or replacement of permanent sidewalks upon any street or court. Notice of this order shall be sent to the owner by certified mail. The notice shall include the fact that the owner may request a hearing by the city council within 15 days of receipt of the notice.

(Code 2017, § 23-131)

Sec. 19-183. Duty of abutting property owner to repair defective sidewalk.

It shall be the duty of the abutting property owner at any time, or upon receipt of 30 days' notice from the city, to repair, replace or reconstruct all broken or defective sidewalks in the street right-of-way abutting the property owner's property. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the repair, replacement or reconstruction of broken or defective sidewalks abutting the property owner's property. If, after the expiration of the 30 days as provided in the notice, the required work has not been done or is not in the process of completion, the city engineer shall proceed to repair, replace or reconstruct the sidewalk. Upon completion of the work, the city engineer shall

prepare and submit to the city council an itemized and verified statement of expenditures for material and labor, and the legal description of the property abutting the sidewalk on which work has been performed. These costs shall be assessed against the abutting property for collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to repair, replace or reconstruct broken or defective sidewalks.

(Code 2017, § 23-132; Ord. No. 2410, § 1, 1-13-2003)

Sec. 19-184. Notification of city in case of inability to repair or barricade sidewalk.

It shall be the duty of the owner of the property abutting the sidewalk, or of the contractor or agent of the owner, to notify the city immediately if the owner is unable to make necessary sidewalk improvements or to install or erect warnings and barricades as required by this article.

(Code 2017, § 23-133)

Sec. 19-185. Removal of snow and ice.

The abutting property owner is responsible for the removal of ~~the natural~~ accumulations of snow and ice ~~from~~ ~~for~~ the full width of all sidewalks abutting the property owner's property within ~~a reasonable amount of time~~ 48 hours of the end of a weather event. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove ~~the natural~~ accumulations of snow or ice within ~~a reasonable amount of time~~ 48 hours of the end of the weather event, the ~~public works~~ community development department may notify the property owner of violation of this section by posting notice in a conspicuous place on the property or in the right-of-way adjacent to the property. If the property owner fails to remove ~~have~~ the ~~natural~~ accumulations of snow or ice within 24 hours of the notice the City shall have the snow or ice removed without further notice to the property owner. Upon completion of the work, the ~~public works~~ community development director shall prepare and submit to the city council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove ~~natural~~ accumulations of snow or ice from the sidewalks.

If removal of snow and ice from an abutting sidewalk would create an unsafe condition or would be a hardship on the owner, as determined by the city, an alternate route may be approved by the director of community development if the following conditions are met.

1. A plan is submitted to the City for approval.
2. The plan clearly demonstrates hardship and specifically identifies the proposed alternate route.
3. The alternate route provides a safe and level path with a minimum clearance of four feet and which leads to another adjacent sidewalk or right-of-way within five feet of the uncleared sidewalk.
4. The alternate route is no longer than fifteen feet in total distance.

(Code 2017, § 23-134; Ord. No. 2410, § 2, 1-13-2003; Ord. No. 2941, § 6, 6-3-2019)

Sec. 19-186. Assessment for repair or clearing cost.

- (a) *Notice.* When the city engineer submits a bill for sidewalk improvements or for removal of accumulations as provided in sections 19-177, 19-183 and 19-185, the city clerk shall send a notice of such facts to the owner of the abutting property. The notice may be given either by personal service or by certified mail to the last known address of the owner. The notice shall contain a statement of the work performed, the cost of the work that is being assessed and a description of the property affected, and shall state the fact that the person may pay the amount assessed by a certain date without interest or penalty. The notice also shall indicate that the person may object to such assessment and give the place and time at which the city council will hear such objections. The time set for hearing shall be at least 15 days after the service or mailing of the notice.
- (b) *Hearing.* At the time and place designated in the notice, the city council shall consider all objections to the assessment, correct all errors or omissions, and adopt a corrected list as the amounts to be assessed against the property.
- (c) *Billing and certifying to county.* Thirty days after the city council's decision, the city clerk shall certify any unpaid amounts to the county auditor. The unpaid assessments shall constitute a lien against the property and shall be collected by the county treasurer in the same manner as other taxes. Any assessment that exceeds \$500.00 may be paid in installments as set by the city council, not exceeding 15, in the same manner and at the same interest rates as for special assessments under Iowa Code ch. 384, div. IV (Iowa Code § 384.37 et seq.). No interest shall be charged for assessments, or parts thereof, paid within 30 days of the time the city council determines the final amounts.

(Code 2017, § 23-135)

Secs. 19-187—19-210. Reserved.

**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: David Wicke, PE, City Engineer

DATE: June 12, 2023

SUBJECT: Updates to City Code Section 23-374 – Parking Prohibited on Specific Streets

Parking is currently allowed on both sides of Bluebell Road from South Main Street to Coneflower Parkway. This area creates concerns of a congested corridor that can lead to single lane traffic and also potential vehicular movement conflicts into and out of area businesses along the corridor.

The Engineering Division is recommending that the current parking that exists on Bluebell Road be modified to restrict parking on certain portions of the road and have these areas designated as permanently prohibited parking. This will make the street safer with regards to traffic activities and vehicular movements within the corridor.

The Engineering Division is proposing changes to City Code Section 23-374 – Parking Prohibited on Specific Streets so the code will match the proposed limits of the no parking along Bluebell Road. Please see the attached changes to City Code Section 23-374 – Parking Prohibited on Specific Streets.

The Engineering Division of the Public Works Department recommends approval to set the newly defined area to prohibit on-street parking. This area is shown on the attached exhibit.

If you have any questions or need additional information, please feel free to contact me.

xc: Chase Schrage, Director of Public Works



Sec. 23-374. Parking prohibited on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or portions of streets enumerated in this section.

Street	Portion Where Parking Prohibited
<i>Bluebell Road</i>	<i>On both sides of Bluebell Road from Coneflower Parkway to 250 feet west of Coneflower Parkway.</i>
	<i>On the south side of Bluebell Road from Coneflower Parkway to 410 feet south/east of Coneflower Parkway.</i>

(Ord. No. 2945, § 2, 6-17-2019)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW SUBSECTION PROHIBITING PARKING ON SPECIFIC SECTIONS OF BLUEBELL ROAD.

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

Section 23-374, Parking Prohibited on Specific Streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by adding a new unnumbered subsection which shall read as follows:

<i>Street</i>	<i>Portion Where Parking Prohibited</i>
Bluebell Road	<i>On both sides of the Bluebell Road from Coneflower Parkway to 250 feet west of Coneflower Parkway.</i>
	<i>On the south side of the Bluebell Road from Coneflower Parkway to 410 feet south/east of Coneflower Parkway.</i>

INTRODUCED: _____

PASSED 1st CONSIDERATION: _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

DAILY INVOICES FOR 6/20/23 COUNCIL MEETING

Item 50.

PREPARED 06/13/2023, 10:09:33
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 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP	PO	ACCTG	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD DATE NUMBER				POST DT
FUND 101 GENERAL FUND							
101-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE							
1892		11/23 AP	05/10/23 0006867	IOWA DEPT.OF REVENUE RECREATION	3,223.22		06/01/23
			MONTHLY SALES TAX				
			ACCOUNT TOTAL		3,223.22	.00	3,223.22
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES							
1892		11/23 AP	05/31/23 0006862	FARMERS STATE BANK	20.00		06/01/23
			VOYA OUTGOING WIRE	06/02/23 PAYROLL			
1892		11/23 AP	05/31/23 0006863	FARMERS STATE BANK	20.00		06/01/23
			OUTGOING WIRE FEE	US BANK CD			
1892		11/23 AP	05/31/23 0006864	FARMERS STATE BANK	20.00		06/01/23
			OUTGOING WIRE FEE	REGIONS BANK CD			
1892		11/23 AP	05/17/23 0006861	FARMERS STATE BANK	20.00		06/01/23
			VOYA OUTGOING WIRE	05/19/23 PAYROLL			
1892		11/23 AP	05/03/23 0006860	FARMERS STATE BANK	20.00		06/01/23
			VOYA OUTGOING WIRE	05/05/23 PAYROLL			
			ACCOUNT TOTAL		100.00	.00	100.00
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION							
2073		12/23 AP	06/01/23 0398746	KLIEGL, JULIE	305.36		06/08/23
			REIMB:TABLEWARE, CANVAS,	FOOD - HRC PRIDE MO. REC.			
			ACCOUNT TOTAL		305.36	.00	305.36
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105							
1892		11/23 AP	05/08/23 0006870	ISOLVED BENEFIT SERVICES, INC	717.60		06/01/23
			CAFE ADMIN FEE-APR'23				
			ACCOUNT TOTAL		717.60	.00	717.60
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT							
1892		11/23 AP	05/15/23 0006872	ISOLVED BENEFIT SERVICES, INC	.82		06/01/23
			HEALTH INS REIMBURSEMENT				
			ACCOUNT TOTAL		.82	.00	.82
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							
1758		12/23 AP	05/03/23 0398734	OFFICE EXPRESS OFFICE PRODUCT	136.31		06/01/23
			REMOVABLE TAPE & LEDGER-	SIZE PAPER			
			ACCOUNT TOTAL		136.31	.00	136.31

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ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.72-19						OPERATING SUPPLIES / PRINTING				
1758		12/23 AP		05/08/23	0398740	STOREY KENWORTHY B&W WINDOW ENVELOPES #10	107.50			06/01/23
						ACCOUNT TOTAL	107.50	.00	107.50	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
1758		12/23 AP		04/26/23	0398737	QUADIENT FINANCE USA, INC. POSTAGE	450.00			06/01/23
						ACCOUNT TOTAL	450.00	.00	450.00	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
1760		12/23 AP		05/12/23	0398729	GORDON FLESCH COMPANY INC COPIER CONTRACT	1,401.84			06/01/23
						ACCOUNT TOTAL	1,401.84	.00	1,401.84	
101-1060-423.85-01 UTILITIES / UTILITIES										
1758		12/23 AP		05/05/23	0398724	CEDAR FALLS UTILITIES LIBRARY UTILITIES	3,214.75			06/01/23
						ACCOUNT TOTAL	3,214.75	.00	3,214.75	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1758		12/23 AP		05/12/23	0398718	ARAMARK	23.55			06/01/23
1892		11/23 AP		05/02/23	0006859	EXPRESS SCRIPTS, INC. APRIL CREDIT CARD FEES	45.85			06/01/23
1758		12/23 AP		04/30/23	0398723	BLUE BIN RECYCLING CURBSIDE RECYCLING	150.00			06/01/23
1758		12/23 AP		04/28/23	0398718	ARAMARK	23.55			06/01/23
1758		12/23 AP		04/14/23	0398738	QUADIENT, INC. QUADIENT METER RENTAL	198.17			06/01/23
						ACCOUNT TOTAL	441.12	.00	441.12	
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1760		12/23 AP		05/24/23	0398741	WATERLOO PUBLIC LIBRARY ADULT BOOKS (LOST WPL ITEM)	16.99			06/01/23
1760		12/23 AP		05/17/23	0398721	BAKER & TAYLOR BOOKS ADULT BOOKS (MEM HOGAN)	55.96			06/01/23
1758		12/23 AP		05/11/23	0398721	BAKER & TAYLOR BOOKS ADULT BOOKS (MEM HOGAN)	85.26			06/01/23

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ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued			
1758		12/23	AP	04/24/23	0398721	BAKER & TAYLOR BOOKS	16.52		06/01/23
						ADULT BOOKS (MEM SMITH)			
1758		12/23	AP	04/19/23	0398721	BAKER & TAYLOR BOOKS	121.10		06/01/23
						ADULT BOOKS (MEM SMITH)			
						ACCOUNT TOTAL	295.83	.00	295.83
101-1060-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
1760		12/23	AP	05/17/23	0398730	INGRAM ENTERTAINMENT INC.	126.98		06/01/23
						VIDEO GAMES (MEM SMITH)			
1758		12/23	AP	05/10/23	0398730	INGRAM ENTERTAINMENT INC.	66.99		06/01/23
						VIDEO GAMES (MEM SMITH)			
1758		12/23	AP	05/10/23	0398730	INGRAM ENTERTAINMENT INC.	76.99		06/01/23
						VIDEO GAMES (MEM SMITH)			
1758		12/23	AP	05/03/23	0398730	INGRAM ENTERTAINMENT INC.	21.77		06/01/23
						VIDEO GAMES (MEM BROWN)			
1758		12/23	AP	05/03/23	0398730	INGRAM ENTERTAINMENT INC.	45.22		06/01/23
						VIDEO GAMES (MEM SMITH)			
1758		12/23	AP	04/26/23	0398730	INGRAM ENTERTAINMENT INC.	81.97		06/01/23
						VIDEO GAMES (MEM BROWN)			
						ACCOUNT TOTAL	419.92	.00	419.92
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
1758		12/23	AP	05/01/23	0398727	DEMCO, INC	69.99		06/01/23
						FOTL:YOUTH-CASTERS FOR TABLE			
						ACCOUNT TOTAL	69.99	.00	69.99
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.									
1760		12/23	AP	05/22/23	0398721	BAKER & TAYLOR BOOKS	14.36		06/01/23
						BERG 2 RMB SLP '23-YOUTH BOOKS			
1760		12/23	AP	05/15/23	0398721	BAKER & TAYLOR BOOKS	27.55		06/01/23
						BERG 2 RMB SLP '23-YOUTH BOOKS			
1758		12/23	AP	05/11/23	0398721	BAKER & TAYLOR BOOKS	55.51		06/01/23
						BERG 2 RMB SLP '23-YOUTH BOOKS			
1758		12/23	AP	05/09/23	0398721	BAKER & TAYLOR BOOKS	22.76		06/01/23
						BERG 2 RMB SLP '23-YOUTH BOOKS			
1758		12/23	AP	05/08/23	0398728	ELLIOTT, CHAD	900.00		06/01/23
						BERG 2 RMB SLP '23-FEE FOR WILDERMAN'S SHOW			
1758		12/23	AP	05/04/23	0398721	BAKER & TAYLOR BOOKS	47.50		06/01/23
						BERG 2 RMB SLP '23-YOUTH BOOKS			
1758		12/23	AP	05/02/23	0398721	BAKER & TAYLOR BOOKS	26.93		06/01/23
						BERG 2 RMB SLP '23-YOUTH BOOKS			
1758		12/23	AP	04/27/23	0398721	BAKER & TAYLOR BOOKS	15.96		06/01/23
						BERG 2 RMB SLP '23-YOUTH BOOKS			

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.						continued		
1758		12/23	AP	04/27/23	0398721 BAKER & TAYLOR BOOKS	26.11		06/01/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
1758		12/23	AP	04/26/23	0398721 BAKER & TAYLOR BOOKS	86.33		06/01/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
1758		12/23	AP	04/24/23	0398721 BAKER & TAYLOR BOOKS	54.70		06/01/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
1758		12/23	AP	04/21/23	0398721 BAKER & TAYLOR BOOKS	95.13		06/01/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
1758		12/23	AP	04/20/23	0398721 BAKER & TAYLOR BOOKS	31.89		06/01/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
1758		12/23	AP	04/19/23	0398721 BAKER & TAYLOR BOOKS	1,870.79		06/01/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
1758		12/23	AP	04/19/23	0398721 BAKER & TAYLOR BOOKS	16.17		06/01/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
					ACCOUNT TOTAL	3,291.69	.00	3,291.69
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP								
1758		12/23	AP	04/18/23	0398727 DEMCO, INC	3,306.27		06/01/23
					RFID CD/DVD OVERLAY TAGS (X3)			
					ACCOUNT TOTAL	3,306.27	.00	3,306.27
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT								
1758		12/23	AP	05/01/23	0398733 OCLC, INC.	779.19		06/01/23
					CATALOG AND METADATA SUBSCRIPTION			
					ACCOUNT TOTAL	779.19	.00	779.19
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS								
1760		12/23	AP	05/22/23	0398721 BAKER & TAYLOR BOOKS	331.89		06/01/23
					ADULT BOOKS			
1760		12/23	AP	05/17/23	0398721 BAKER & TAYLOR BOOKS	629.48		06/01/23
					ADULT BOOKS			
1760		12/23	AP	05/15/23	0398721 BAKER & TAYLOR BOOKS	412.94		06/01/23
					ADULT BOOKS			
1758		12/23	AP	05/11/23	0398721 BAKER & TAYLOR BOOKS	202.79		06/01/23
					ADULT BOOKS			
1758		12/23	AP	05/10/23	0398721 BAKER & TAYLOR BOOKS	166.20		06/01/23
					ADULT BOOKS			
1758		12/23	AP	05/09/23	0398721 BAKER & TAYLOR BOOKS	292.21		06/01/23
					ADULT BOOKS			
1758		12/23	AP	05/08/23	0398721 BAKER & TAYLOR BOOKS	210.55		06/01/23
					ADULT BOOKS			
1758		12/23	AP	05/05/23	0398721 BAKER & TAYLOR BOOKS	360.94		06/01/23
					ADULT BOOKS			

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FUND 101 GENERAL FUND								
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued		
1758		12/23 AP		05/04/23	0398721 BAKER & TAYLOR BOOKS	309.94		06/01/23
					ADULT BOOKS			
1758		12/23 AP		05/02/23	0398721 BAKER & TAYLOR BOOKS	120.04		06/01/23
					ADULT BOOKS			
1758		12/23 AP		04/27/23	0398721 BAKER & TAYLOR BOOKS	412.51		06/01/23
					ADULT BOOKS			
1758		12/23 AP		04/27/23	0398721 BAKER & TAYLOR BOOKS	60.34		06/01/23
					ADULT BOOKS			
1758		12/23 AP		04/26/23	0398721 BAKER & TAYLOR BOOKS	95.72		06/01/23
					ADULT BOOKS			
1758		12/23 AP		04/24/23	0398721 BAKER & TAYLOR BOOKS	122.77		06/01/23
					ADULT BOOKS			
1758		12/23 AP		04/21/23	0398721 BAKER & TAYLOR BOOKS	45.60		06/01/23
					ADULT BOOKS			
1758		12/23 AP		04/20/23	0398721 BAKER & TAYLOR BOOKS	158.14		06/01/23
					ADULT BOOKS			
1758		12/23 AP		04/19/23	0398721 BAKER & TAYLOR BOOKS	860.43		06/01/23
					ADULT BOOKS			
1758		12/23 AP		04/18/23	0398721 BAKER & TAYLOR BOOKS	164.67		06/01/23
					ADULT BOOKS			
					ACCOUNT TOTAL	4,957.16	.00	4,957.16
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS								
1760		12/23 AP		05/22/23	0398721 BAKER & TAYLOR BOOKS	35.76		06/01/23
					YOUNG ADULT BOOKS			
1760		12/23 AP		05/17/23	0398721 BAKER & TAYLOR BOOKS	34.02		06/01/23
					YOUNG ADULT BOOKS			
1760		12/23 AP		05/15/23	0398721 BAKER & TAYLOR BOOKS	111.13		06/01/23
					YOUNG ADULT BOOKS			
1760		12/23 AP		05/15/23	0398721 BAKER & TAYLOR BOOKS	10.82		06/01/23
					YOUNG ADULT BOOKS			
1758		12/23 AP		05/11/23	0398721 BAKER & TAYLOR BOOKS	80.30		06/01/23
					YOUNG ADULT BOOKS			
1758		12/23 AP		05/09/23	0398721 BAKER & TAYLOR BOOKS	39.55		06/01/23
					YOUNG ADULT BOOKS			
1758		12/23 AP		05/08/23	0398721 BAKER & TAYLOR BOOKS	77.65		06/01/23
					YOUNG ADULT BOOKS			
1758		12/23 AP		05/05/23	0398721 BAKER & TAYLOR BOOKS	5.99		06/01/23
					YOUNG ADULT BOOKS			
1758		12/23 AP		05/04/23	0398721 BAKER & TAYLOR BOOKS	79.41		06/01/23
					YOUNG ADULT BOOKS			
1758		12/23 AP		05/02/23	0398721 BAKER & TAYLOR BOOKS	996.48		06/01/23
					YOUNG ADULT BOOKS			
1758		12/23 AP		05/02/23	0398721 BAKER & TAYLOR BOOKS	8.99		06/01/23
					YOUNG ADULT BOOKS			
1758		12/23 AP		04/27/23	0398721 BAKER & TAYLOR BOOKS	66.13		06/01/23
					YOUNG ADULT BOOKS			

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FUND 101 GENERAL FUND									
101-1061-423.89-21					MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS				
1758		12/23 AP		04/26/23	0398721 BAKER & TAYLOR BOOKS	17.89		06/01/23	
					YOUNG ADULT BOOKS				
1758		12/23 AP		04/20/23	0398721 BAKER & TAYLOR BOOKS	11.39		06/01/23	
					YOUNG ADULT BOOKS				
1758		12/23 AP		04/18/23	0398721 BAKER & TAYLOR BOOKS	164.94		06/01/23	
					YOUNG ADULT BOOKS				
					ACCOUNT TOTAL	1,740.45	.00	1,740.45	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
1760		12/23 AP		05/22/23	0398721 BAKER & TAYLOR BOOKS	64.01		06/01/23	
					YOUTH BOOKS				
1760		12/23 AP		05/17/23	0398721 BAKER & TAYLOR BOOKS	96.57		06/01/23	
					YOUTH BOOKS				
1760		12/23 AP		05/15/23	0398721 BAKER & TAYLOR BOOKS	179.68		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		05/11/23	0398721 BAKER & TAYLOR BOOKS	119.92		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		05/09/23	0398721 BAKER & TAYLOR BOOKS	245.31		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		05/08/23	0398721 BAKER & TAYLOR BOOKS	145.09		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		05/05/23	0398721 BAKER & TAYLOR BOOKS	146.86		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		05/04/23	0398721 BAKER & TAYLOR BOOKS	1,319.45		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		05/04/23	0398721 BAKER & TAYLOR BOOKS	61.73		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		05/02/23	0398721 BAKER & TAYLOR BOOKS	327.46		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		04/30/23	0398739 SMART APPLE MEDIA	938.87		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		04/27/23	0398721 BAKER & TAYLOR BOOKS	15.17		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		04/27/23	0398721 BAKER & TAYLOR BOOKS	191.27		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		04/26/23	0398721 BAKER & TAYLOR BOOKS	185.05		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		04/24/23	0398721 BAKER & TAYLOR BOOKS	33.62		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		04/21/23	0398721 BAKER & TAYLOR BOOKS	66.75		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		04/20/23	0398721 BAKER & TAYLOR BOOKS	86.25		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		04/19/23	0398721 BAKER & TAYLOR BOOKS	639.77		06/01/23	
					YOUTH BOOKS				
1758		12/23 AP		04/19/23	0398721 BAKER & TAYLOR BOOKS	66.94		06/01/23	
					YOUTH BOOKS				

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FUND 101 GENERAL FUND									
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued			
1758		12/23	AP	04/18/23	0398721 BAKER & TAYLOR BOOKS	103.84		06/01/23	
					YOUTH BOOKS				
1758		12/23	AP	04/14/23	0398731 LIBRARY IDEAS, LLC	290.37		06/01/23	
					YOUTH BOOKS				
ACCOUNT TOTAL						5,323.98	.00	5,323.98	
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS									
1760		12/23	AP	05/22/23	0398721 BAKER & TAYLOR BOOKS	56.07		06/01/23	
					LARGE PRINT BOOKS				
1758		12/23	AP	05/11/23	0398721 BAKER & TAYLOR BOOKS	54.32		06/01/23	
					LARGE PRINT BOOKS				
1758		12/23	AP	05/05/23	0398721 BAKER & TAYLOR BOOKS	20.40		06/01/23	
					LARGE PRINT BOOKS				
1758		12/23	AP	05/02/23	0398721 BAKER & TAYLOR BOOKS	36.60		06/01/23	
					LARGE PRINT BOOKS				
1758		12/23	AP	05/01/23	0398725 CENTER POINT LARGE PRINT	49.14		06/01/23	
					LARGE PRINT BOOKS				
1758		12/23	AP	04/27/23	0398721 BAKER & TAYLOR BOOKS	37.20		06/01/23	
					LARGE PRINT BOOKS				
1758		12/23	AP	04/19/23	0398721 BAKER & TAYLOR BOOKS	155.77		06/01/23	
					LARGE PRINT BOOKS				
1758		12/23	AP	04/18/23	0398721 BAKER & TAYLOR BOOKS	20.40		06/01/23	
					LARGE PRINT BOOKS				
ACCOUNT TOTAL						429.90	.00	429.90	
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
1760		12/23	AP	05/17/23	0398721 BAKER & TAYLOR BOOKS	22.00		06/01/23	
					ADULT CD BOOKS				
1760		12/23	AP	05/17/23	0398736 PLAYAWAY PRODUCTS	318.70		06/01/23	
					ADULT PLAYAWAYS				
1760		12/23	AP	05/12/23	0398722 BAKER & TAYLOR ENTERTAINMENT	11.88		06/01/23	
					ADULT CD MUSIC				
1758		12/23	AP	05/11/23	0398721 BAKER & TAYLOR BOOKS	13.74		06/01/23	
					ADULT CD BOOKS				
1758		12/23	AP	05/09/23	0398721 BAKER & TAYLOR BOOKS	22.00		06/01/23	
					ADULT CD BOOKS				
1758		12/23	AP	05/05/23	0398721 BAKER & TAYLOR BOOKS	46.73		06/01/23	
					ADULT CD BOOKS				
1758		12/23	AP	05/05/23	0398722 BAKER & TAYLOR ENTERTAINMENT	10.18		06/01/23	
					ADULT CD MUSIC				
1758		12/23	AP	04/24/23	0398721 BAKER & TAYLOR BOOKS	24.74		06/01/23	
					ADULT CD BOOKS				
1758		12/23	AP	04/20/23	0398736 PLAYAWAY PRODUCTS	63.74		06/01/23	
					ADULT PLAYAWAY AUDIO				
1758		12/23	AP	04/19/23	0398721 BAKER & TAYLOR BOOKS	68.75		06/01/23	

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FUND 101 GENERAL FUND										
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO						continued				
1758		12/23	AP	04/19/23	0398736	PLAYAWAY PRODUCTS	134.98			06/01/23
1758		12/23	AP	04/18/23	0398722	ADULT CD BOOKS ADULT PLAYAWAY AUDIO BAKER & TAYLOR ENTERTAINMENT	65.35			06/01/23
ACCOUNT TOTAL							802.79	.00	802.79	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
1760		12/23	AP	05/19/23	0398722	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	40.58			06/01/23
1760		12/23	AP	05/15/23	0398722	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	74.11			06/01/23
1760		12/23	AP	05/12/23	0398722	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	27.98			06/01/23
1758		12/23	AP	05/08/23	0398722	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	67.87			06/01/23
1758		12/23	AP	05/05/23	0398722	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	146.91			06/01/23
1758		12/23	AP	05/03/23	0398722	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	44.04			06/01/23
1758		12/23	AP	04/28/23	0398722	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	149.71			06/01/23
1758		12/23	AP	04/21/23	0398722	ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	20.96			06/01/23
ACCOUNT TOTAL							572.16	.00	572.16	
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES										
1760		12/23	AP	05/16/23	0398726	DEARREADER.COM ONLINE BOOK CLUBS 1 YEAR SUBSCRIPTION	485.00			06/01/23
ACCOUNT TOTAL							485.00	.00	485.00	
101-1061-423.89-29 MISCELLANEOUS SERVICES / NEWSPAPERS										
1758		12/23	AP	05/07/23	0398732	NEW YORK TIMES NEW YORK TIMES SUB. 5/7/23-5/4/24	690.00			06/01/23
ACCOUNT TOTAL							690.00	.00	690.00	
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO										
1758		12/23	AP	04/20/23	0398736	YOUTH PLAYAWAY AUDIO PLAYAWAY PRODUCTS	112.48			06/01/23
1758		12/23	AP	04/19/23	0398736	YOUTH PLAYAWAY AUDIO PLAYAWAY PRODUCTS	116.23			06/01/23

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FUND 101 GENERAL FUND										
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO						continued				
ACCOUNT TOTAL							228.71	.00	228.71	
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO										
1758		12/23 AP		05/04/23	0398721	BAKER & TAYLOR BOOKS	23.09		06/01/23	
YOUNG ADULT CD BOOKS										
1758		12/23 AP		04/20/23	0398721	BAKER & TAYLOR BOOKS	23.09		06/01/23	
YOUNG ADULT CD BOOKS										
1758		12/23 AP		04/20/23	0398736	PLAYAWAY PRODUCTS	59.99		06/01/23	
YOUNG ADULT PLAYWAY AUDIO										
1758		12/23 AP		04/19/23	0398736	PLAYAWAY PRODUCTS	59.99		06/01/23	
YOUNG ADULT PLAYWAY AUDIO										
1758		12/23 AP		04/19/23	0398736	PLAYAWAY PRODUCTS	311.20		06/01/23	
YOUNG ADULT PLAYWAY AUDIO										
ACCOUNT TOTAL							477.36	.00	477.36	
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS										
1758		12/23 AP		05/08/23	0398735	OVERDRIVE, INC.	413.48		06/01/23	
ADULT E-BOOKS										
1758		12/23 AP		05/08/23	0398735	OVERDRIVE, INC.	539.54		06/01/23	
ADULT AUDIO BOOKS										
1758		12/23 AP		05/02/23	0398735	OVERDRIVE, INC.	32.00		06/01/23	
ADULT E-BOOKS										
1758		12/23 AP		05/02/23	0398735	OVERDRIVE, INC.	65.00		06/01/23	
ADULT AUDIO BOOKS										
1758		12/23 AP		04/30/23	0398735	OVERDRIVE, INC.	385.12		06/01/23	
ADULT E-BOOKS										
1758		12/23 AP		04/30/23	0398735	OVERDRIVE, INC.	51.00		06/01/23	
ADULT AUDIO BOOKS										
1758		12/23 AP		04/25/23	0398735	OVERDRIVE, INC.	27.50		06/01/23	
ADULT E-BOOKS										
1758		12/23 AP		04/25/23	0398735	OVERDRIVE, INC.	47.50		06/01/23	
ADULT AUDIO BOOKS										
ACCOUNT TOTAL							1,561.14	.00	1,561.14	
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS										
1758		12/23 AP		04/30/23	0398735	OVERDRIVE, INC.	34.48		06/01/23	
YOUNG ADULT E-BOOKS										
1758		12/23 AP		04/30/23	0398735	OVERDRIVE, INC.	37.50		06/01/23	
YOUNG ADULT AUDIO BOOKS										
ACCOUNT TOTAL							71.98	.00	71.98	

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FUND 101 GENERAL FUND										
101-1061-423		89-46				MISCELLANEOUS SERVICES / YOUTH E-MATERIALS				
1758				12/23	AP 05/03/23 0398735	OVERDRIVE, INC.	577.39		06/01/23	
						YOUTH E-BOOKS				
1758				12/23	AP 05/03/23 0398735	OVERDRIVE, INC.	268.98		06/01/23	
						YOUTH AUDIO BOOKS				
						ACCOUNT TOTAL	846.37	.00	846.37	
101-1158-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2045				12/23	AP 05/28/23 0398708	GREEN, ROB	558.27		06/06/23	
						REIMB:HOTEL/PRKG/CAR RENT KOSOVO				
						ACCOUNT TOTAL	558.27	.00	558.27	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
2024				12/23	AP 06/01/23 0398683	BLACK HAWK CO.RECORDER	7.00		06/02/23	
						RCD:LIEN RELEASE W.DEKOCK-1210 W.19TH ST.				
2024				12/23	AP 06/01/23 0398683	BLACK HAWK CO.RECORDER	7.00		06/02/23	
						RCD:LIEN RELEASE M.SWATOSH-1227 W.22ND ST.				
2024				12/23	AP 06/01/23 0398683	BLACK HAWK CO.RECORDER	7.00		06/02/23	
						RCD:LIEN RELEASE M.BECKER-829 LILAC LANE				
						ACCOUNT TOTAL	21.00	.00	21.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
2024				12/23	AP 05/15/23 0398685	CEDAR FALLS UTILITIES	197.94		06/02/23	
						UTILITIES THRU 05/15/23				
1892				11/23	AP 05/02/23 0006878	PROFESSIONAL SOLUTIONS	19.39		06/01/23	
						APRIL CREDIT CARD FEES				
						ACCOUNT TOTAL	217.33	.00	217.33	
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS										
2045				12/23	AP 06/05/23 0398710	HUFF CONTRACTING INC	6,122.10		06/06/23	
						REF:BLDG PERMIT-HOPE CITY CHURCH				
						ACCOUNT TOTAL	6,122.10	.00	6,122.10	
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1892				11/23	AP 05/02/23 0006883	PROFESSIONAL SOLUTIONS	786.55		06/01/23	
						APRIL CREDIT CARD FEES				
1892				11/23	AP 05/02/23 0006884	PROFESSIONAL SOLUTIONS	685.88		06/01/23	
						APRIL CREDIT CARD FEES				
						ACCOUNT TOTAL	1,472.43	.00	1,472.43	

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FUND 101 GENERAL FUND									
101-2245-442.83-05				12/23 AP 05/05/23	TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) PEZLEY, MICHELLE	185.42		06/08/23	
2073					RMB:HOTEL/MEALS/TAXI/PRKG HUD ENV. REVIEW-DENVER,CO				
					ACCOUNT TOTAL	185.42	.00	185.42	
101-2253-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1892				11/23 AP 05/15/23	0006872 ISOLVED BENEFIT SERVICES, INC	24.83		06/01/23	
					HEALTH INS REIMBURSEMENT				
					ACCOUNT TOTAL	24.83	.00	24.83	
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2073				12/23 AP 06/06/23	0398753 WILLIAMS, NATHAN	56.25		06/08/23	
					UMPIRING				
					ACCOUNT TOTAL	56.25	.00	56.25	
101-2253-423.85-01 UTILITIES / UTILITIES									
2024				12/23 AP 05/15/23	0398685 CEDAR FALLS UTILITIES	319.89		06/02/23	
					UTILITIES THRU 05/15/23				
					ACCOUNT TOTAL	319.89	.00	319.89	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
2073				12/23 AP 06/07/23	0398745 ERICA MUNDELL	75.00		06/08/23	
					REFUND-SHELTER DEPOSIT				
2073				12/23 AP 06/07/23	0398751 TINA POPENHAGEN	75.00		06/08/23	
					REFUND-SHELTER DEPOSIT				
2073				12/23 AP 06/07/23	0398744 CHRISTINA FREDRICKSON	500.00		06/08/23	
					REF-BEACH HOUSE DEPOSIT				
2073				12/23 AP 06/05/23	0398749 MINDY WASESKUK	12.00		06/08/23	
					REFUND-FALLS ADMISSION				
2024				12/23 AP 06/01/23	0398696 TOM HERZMANN	75.00		06/02/23	
					REFUND-SHELTER DEPOSIT				
2024				12/23 AP 05/31/23	0398684 BRIAN SEERY	75.00		06/02/23	
					REFUND-SHELTER DEPOSIT				
2024				12/23 AP 05/31/23	0398686 DANIELLE LANGSTON	500.00		06/02/23	
					REFUND-SECURITY DEPOSIT BEACH HOUSE				
1998				11/23 AP 05/24/23	0398676 CORTNE LUCAS	75.00		05/31/23	
					REFUND:SHELTER DEPOSIT				
1998				11/23 AP 05/24/23	0398675 CAROL FLACK	500.00		05/31/23	
					REF:BEACH HOUSE DEPOSIT				
1998				11/23 AP 05/24/23	0398672 ANA GUZMAN	75.00		05/31/23	
					REFUND:SHELTER DEPOSIT				
1998				11/23 AP 05/24/23	0398671 AMANDA KRAMBEER	75.00		05/31/23	

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FUND 101 GENERAL FUND										
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS						continued				
1998				11/23	AP 05/24/23 0398677	DAVID GRUND	500.00			05/31/23
						REF:SHELTER DEPOSIT				
						REF:BOAT HOUSE DEPOSIT				
ACCOUNT TOTAL							2,537.00	.00	2,537.00	
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1892				11/23	AP 05/02/23 0006886	PROFESSIONAL SOLUTIONS	6.95			06/01/23
						APRIL CREDIT CARD FEES				
1892				11/23	AP 05/02/23 0006887	PROFESSIONAL SOLUTIONS	6.95			06/01/23
						APRIL CREDIT CARD FEES				
1892				11/23	AP 05/02/23 0006888	PROFESSIONAL SOLUTIONS	817.43			06/01/23
						APRIL CREDIT CARD FEES				
1892				11/23	AP 05/02/23 0006879	PROFESSIONAL SOLUTIONS	535.60			06/01/23
						APRIL CREDIT CARD FEES				
ACCOUNT TOTAL							1,366.93	.00	1,366.93	
101-2280-423.89-01 MISCELLANEOUS SERVICES / MISCELLANEOUS										
2024				12/23	AP 06/01/23 0398687	FRIENDS OF THE HEARST	20.00			06/02/23
						MAY MEMBERSHIPS				
ACCOUNT TOTAL							20.00	.00	20.00	
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
2024				12/23	AP 05/30/23 0398693	MICHELE CLARK	250.00			06/02/23
						REFUND-SECURITY DEPOSIT				
ACCOUNT TOTAL							250.00	.00	250.00	
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1892				11/23	AP 05/10/23 0006849	CLOVER APP	12.66			06/01/23
						MERCHANT SUBSCRIPTION FEE				
1892				11/23	AP 05/02/23 0006879	PROFESSIONAL SOLUTIONS	518.79			06/01/23
						APRIL CREDIT CARD FEES				
1892				11/23	AP 05/02/23 0006880	PROFESSIONAL SOLUTIONS	6.95			06/01/23
						APRIL CREDIT CARD FEES				
1892				11/23	AP 05/02/23 0006881	PROFESSIONAL SOLUTIONS	86.87			06/01/23
						APRIL CREDIT CARD FEES				
ACCOUNT TOTAL							625.27	.00	625.27	
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1892				11/23	AP 05/15/23 0006872	ISOLVED BENEFIT SERVICES, INC	29.60			06/01/23

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FUND 101 GENERAL FUND									
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT							continued		
HEALTH INS REIMBURSEMENT									
ACCOUNT TOTAL							29.60	.00	29.60
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2045		12/23 AP		05/12/23	0398707	GETZ, JOSH	485.71		06/06/23
REIMB:HOTEL/MEALS STATE FIRE INVEST. SCHOOL									
ACCOUNT TOTAL							485.71	.00	485.71
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2045		12/23 AP		04/27/23	0398709	HERNANDEZ, KEVIN	38.51		06/06/23
REIMB:EMS POCKET PREP APP									
ACCOUNT TOTAL							38.51	.00	38.51
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1892		11/23 AP		05/15/23	0006872	ISOLVED BENEFIT SERVICES, INC	500.00		06/01/23
HEALTH INS REIMBURSEMENT									
1892		11/23 AP		05/15/23	0006872	ISOLVED BENEFIT SERVICES, INC	30.00		06/01/23
HEALTH INS REIMBURSEMENT									
ACCOUNT TOTAL							530.00	.00	530.00
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2024		12/23 AP		05/15/23	0398685	CEDAR FALLS UTILITIES	42.86		06/02/23
UTILITIES THRU 05/15/23									
1892		11/23 AP		05/02/23	0006877	PROFESSIONAL SOLUTIONS	14.12		06/01/23
APRIL CREDIT CARD FEES									
ACCOUNT TOTAL							56.98	.00	56.98
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
2045		12/23 AP		05/17/23	0398703	BROWN, DEREK	136.09		06/06/23
RMB:OPT.EQUIP.-TACOS HIGH SPEED GEAR									
2045		12/23 AP		05/15/23	0398711	LENOX, TYLER	112.34		06/06/23
RMB:OPT.EQUIP.-BIKE SHOE AMAZON.COM									
ACCOUNT TOTAL							248.43	.00	248.43
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2024		12/23 AP		06/01/23	0398689	GERZEMA, JONATHAN	210.05		06/02/23
RMB:MEALS-RIFL.INST.SCH. JOHNSTON									

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FUND 101 GENERAL FUND										
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued				
2024		12/23 AP		06/01/23	0398682	BALTES, THOMAS	216.50		06/02/23	
						RMB:MEALS-RIFL.INST.SCH. JOHNSTON				
2024		12/23 AP		06/01/23	0398690	HERNANDEZ, KEVIN	188.88		06/02/23	
						RMB:MEALS-RIFL.INST.SCH. JOHNSTON				
ACCOUNT TOTAL							615.43	.00	615.43	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
2045		12/23 AP		05/24/23	0398699	BERTE, CRAIG	351.60		06/06/23	
						RMB:UNIFORM ALLOWANCE DILLARDS				
2045		12/23 AP		05/20/23	0398698	BELLIS, RYAN	70.62		06/06/23	
						RMB:UNIFORM ALLOWANCE NIKE OUTLET				
2045		12/23 AP		05/01/23	0398706	FERGUSON, CLINTON	192.60		06/06/23	
						RMB:UNIFORM ALLOWANCE 5.11 TACTICAL				
ACCOUNT TOTAL							614.82	.00	614.82	
101-6613-433.85-01 UTILITIES / UTILITIES										
2024		12/23 AP		05/15/23	0398685	CEDAR FALLS UTILITIES	424.45		06/02/23	
						UTILITIES THRU 05/15/23				
ACCOUNT TOTAL							424.45	.00	424.45	
101-6616-446.85-01 UTILITIES / UTILITIES										
2024		12/23 AP		05/15/23	0398685	CEDAR FALLS UTILITIES	89.77		06/02/23	
						UTILITIES THRU 05/15/23				
ACCOUNT TOTAL							89.77	.00	89.77	
101-6623-423.85-01 UTILITIES / UTILITIES										
2024		12/23 AP		05/15/23	0398685	CEDAR FALLS UTILITIES	319.25		06/02/23	
						UTILITIES THRU 05/15/23				
ACCOUNT TOTAL							319.25	.00	319.25	
101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1892		11/23 AP		05/15/23	0006872	ISOLVED BENEFIT SERVICES, INC	27.79		06/01/23	
						HEALTH INS REIMBURSEMENT				
1892		11/23 AP		05/15/23	0006872	ISOLVED BENEFIT SERVICES, INC	43.26		06/01/23	
						HEALTH INS REIMBURSEMENT				
ACCOUNT TOTAL							71.05	.00	71.05	

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FUND 101 GENERAL FUND									
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE			
1998		11/23 AP		05/22/23	0398680	MIDAMERICAN ENERGY	10.26		05/31/23
						FINCHFORD RIVER GAUGE			
						04/21-05/22/23			
						ACCOUNT TOTAL	10.26	.00	10.26
101-6633-423.85-01 UTILITIES / UTILITIES									
2024		12/23 AP		05/15/23	0398685	CEDAR FALLS UTILITIES	828.96		06/02/23
						UTILITIES THRU 05/15/23			
						ACCOUNT TOTAL	828.96	.00	828.96
						FUND TOTAL	54,588.35	.00	54,588.35
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
1892		11/23 AP		05/15/23	0006872	ISOLVED BENEFIT SERVICES, INC	60.00		06/01/23
						HEALTH INS REIMBURSEMENT			
						ACCOUNT TOTAL	60.00	.00	60.00
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL									
2024		12/23 AP		05/15/23	0398685	CEDAR FALLS UTILITIES	150.00		06/02/23
						UTILITIES THRU 05/15/23			
						ACCOUNT TOTAL	150.00	.00	150.00
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM									
2045		12/23 AP		06/05/23	0398705	EMMA LAURES & STEPHANIE LAURE	126.00		06/06/23
						3298-2023 ALLEY RECON.			
						TEMP.EASEMT.-PARCEL#7			
						PROJECT#: 023298			
2045		12/23 AP		06/05/23	0398713	NATHAN DALZIEL & ERIN DALZIEL	126.00		06/06/23
						3298-2023 ALLEY RECON.			
						TEMP.EASEMT.-PARCEL#8			
						PROJECT#: 023298			
2045		12/23 AP		06/05/23	0398712	LORETTA BRANDHORST	126.00		06/06/23
						3298-2023 ALLEY RECON.			
						TEMP.EASEMT.-PARCEL#6			
						PROJECT#: 023298			
2045		12/23 AP		06/05/23	0398700	BEVERLY KUEKER	48.00		06/06/23
						3298-2023 ALLEY RECON.			
						TEMP.EASEMT.-PARCEL#5			
						PROJECT#: 023298			
						ACCOUNT TOTAL	426.00	.00	426.00

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FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.85-01 UTILITIES / UTILITIES									
2024		12/23	AP	05/15/23	0398685 CEDAR FALLS UTILITIES	742.70		06/02/23	
					UTILITIES THRU 05/15/23				
					ACCOUNT TOTAL	742.70	.00	742.70	
					FUND TOTAL	1,378.70	.00	1,378.70	
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									
2000		12/23	AP	06/01/23	0039418 BAUCH, JAMES C	460.00		05/31/23	
					HAP Lewis H 062023				
2000		12/23	AP	06/01/23	0039466 RINNELS, DOUGLAS G.	282.00		05/31/23	
					HAP Wierck L 062023				
2000		12/23	AP	06/01/23	0039426 CHESTNUT, SHAWN	489.00		05/31/23	
					HAP Chestnut N 062023				
2000		12/23	AP	06/01/23	0039434 EXCEPTIONAL PERSONS, INC.	305.00		05/31/23	
					HAP Poldberg J 062023				
2000		12/23	AP	06/01/23	0039434 EXCEPTIONAL PERSONS, INC.	412.00		05/31/23	
					HAP Myers J 062023				
2000		12/23	AP	06/01/23	0039434 EXCEPTIONAL PERSONS, INC.	374.00		05/31/23	
					HAP Nissen A 062023				
2000		12/23	AP	06/01/23	0039434 EXCEPTIONAL PERSONS, INC.	78.00		05/31/23	
					HAP Anderson B 062023				
2000		12/23	AP	06/01/23	0039434 EXCEPTIONAL PERSONS, INC.	403.00		05/31/23	
					HAP Blake M 062023				
2000		12/23	AP	06/01/23	0039434 EXCEPTIONAL PERSONS, INC.	105.00		05/31/23	
					HAP Houdek C 062023				
2000		12/23	AP	06/01/23	0039440 GOLD FALLS VILLA	455.00		05/31/23	
					HAP Shuman J 062023				
2000		12/23	AP	06/01/23	0039440 GOLD FALLS VILLA	422.00		05/31/23	
					HAP Redmond D 062023				
2000		12/23	AP	06/01/23	0039438 GEELAN, JOSEPH N.	380.00		05/31/23	
					HAP Juhl A 062023				
2000		12/23	AP	06/01/23	0039438 GEELAN, JOSEPH N.	349.00		05/31/23	
					HAP Becker T 062023				
2000		12/23	AP	06/01/23	0039442 GRAY, LEROY L. OR CAROLYN K.	800.00		05/31/23	
					HAP Mullins J 062023				
2000		12/23	AP	06/01/23	0039416 BARTELT PROPERTIES L.C.	553.00		05/31/23	
					HAP Woodward C 062023				
2000		12/23	AP	06/01/23	0039416 BARTELT PROPERTIES L.C.	1,055.00		05/31/23	
					HAP Avino G 062023				
2000		12/23	AP	06/01/23	0039416 BARTELT PROPERTIES L.C.	550.00		05/31/23	
					HAP Luck L 062023				
2000		12/23	AP	06/01/23	0039476 VALDIVIA, OSCAR J.	1,049.00		05/31/23	
					HAP Davis C 062023				

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61	MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued								
2000		12/23 AP		06/01/23 0039479	WILKEN PROPERTIES, LLC	727.00		05/31/23	
		HAP Barfels K 062023							
2000		12/23 AP		06/01/23 0039464	PURDY PROPERTIES, LLC	933.00		05/31/23	
		HAP Cummings A 062023							
2000		12/23 AP		06/01/23 0039419	BETH N BROS LLC	808.00		05/31/23	
		HAP Beaman D 062023							
2000		12/23 AP		06/01/23 0039430	D & J PROPERTIES	495.00		05/31/23	
		HAP Grant F 062023							
2000		12/23 AP		06/01/23 0039430	D & J PROPERTIES	297.00		05/31/23	
		HAP Rogers S 062023							
2000		12/23 AP		06/01/23 0039430	D & J PROPERTIES	599.00		05/31/23	
		HAP Sumerall T 062023							
2000		12/23 AP		06/01/23 0039430	D & J PROPERTIES	700.00		05/31/23	
		HAP Redd S 062023							
2000		12/23 AP		06/01/23 0039430	D & J PROPERTIES	1,300.00		05/31/23	
		HAP Terry M 062023							
2000		12/23 AP		06/01/23 0039469	STANDARD FAMILY ASSIST.LIVING	273.00		05/31/23	
		HAP Refshauge T 062023							
2000		12/23 AP		06/01/23 0039423	CEDAR APARTMENTS LLC	290.00		05/31/23	
		HAP Groskurth D 062023							
2000		12/23 AP		06/01/23 0039423	CEDAR APARTMENTS LLC	110.00		05/31/23	
		HAP Becerra C 062023							
2000		12/23 AP		06/01/23 0039436	FIRM FOUNDATION REAL ESTATE L	394.00		05/31/23	
		HAP Johnson A 062023							
2000		12/23 AP		06/01/23 0039436	FIRM FOUNDATION REAL ESTATE L	860.00		05/31/23	
		HAP Brown D 062023							
2000		12/23 AP		06/01/23 0039472	SWEETING, LARRY	753.00		05/31/23	
		HAP Schumacher D 062023							
2000		12/23 AP		06/01/23 0039428	CITY OF CARLSBAD	3,748.00		05/31/23	
		HAP Levry S 062023							
2000		12/23 AP		06/01/23 0039447	HUNNY HOMES, LLC	800.00		05/31/23	
		HAP Prior D 062023							
2000		12/23 AP		06/01/23 0039447	HUNNY HOMES, LLC	514.00		05/31/23	
		HAP Meyer N 062023							
2000		12/23 AP		06/01/23 0039447	HUNNY HOMES, LLC	722.00		05/31/23	
		HAP Lange S 062023							
2000		12/23 AP		06/01/23 0039475	THUNDER RIDGE SR.APARTMENTS L	222.00		05/31/23	
		HAP Wray M 062023							
2000		12/23 AP		06/01/23 0039475	THUNDER RIDGE SR.APARTMENTS L	436.00		05/31/23	
		HAP Greene L 062023							
2000		12/23 AP		06/01/23 0039475	THUNDER RIDGE SR.APARTMENTS L	489.00		05/31/23	
		HAP Howe J 062023							
2000		12/23 AP		06/01/23 0039475	THUNDER RIDGE SR.APARTMENTS L	396.00		05/31/23	
		HAP Hayden J 062023							
2000		12/23 AP		06/01/23 0039475	THUNDER RIDGE SR.APARTMENTS L	29.00		05/31/23	
		HAP Lenz J 062023							
2000		12/23 AP		06/01/23 0039475	THUNDER RIDGE SR.APARTMENTS L	346.00		05/31/23	
		HAP Shelton S 062023							
2000		12/23 AP		06/01/23 0039475	THUNDER RIDGE SR.APARTMENTS L	105.00		05/31/23	

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
2000				12/23 AP 06/01/23 0039475	HAP Brown J 062023 THUNDER RIDGE SR.APARTMENTS L	143.00		05/31/23	
2000				12/23 AP 06/01/23 0039475	HAP Garvis C 062023 THUNDER RIDGE SR.APARTMENTS L	426.00		05/31/23	
2000				12/23 AP 06/01/23 0039475	HAP Wright S 062023 THUNDER RIDGE SR.APARTMENTS L	525.00		05/31/23	
2000				12/23 AP 06/01/23 0039475	HAP Graves D 062023 THUNDER RIDGE SR.APARTMENTS L	182.00		05/31/23	
2000				12/23 AP 06/01/23 0039475	HAP Ford M 062023 THUNDER RIDGE SR.APARTMENTS L	518.00		05/31/23	
2000				12/23 AP 06/01/23 0039475	HAP Henning S 062023 THUNDER RIDGE SR.APARTMENTS L	391.00		05/31/23	
2000				12/23 AP 06/01/23 0039475	HAP Mackie N 062023 THUNDER RIDGE SR.APARTMENTS L	108.00		05/31/23	
2000				12/23 AP 06/01/23 0039475	HAP Friedrich D 062023 THUNDER RIDGE SR.APARTMENTS L	483.00		05/31/23	
2000				12/23 AP 06/01/23 0039475	HAP Strickland L 062023 THUNDER RIDGE SR.APARTMENTS L	262.00		05/31/23	
2000				12/23 AP 06/01/23 0039475	HAP Martin H 062023 THUNDER RIDGE SR.APARTMENTS L	196.00		05/31/23	
2000				12/23 AP 06/01/23 0039475	HAP Wright S 062023 THUNDER RIDGE SR.APARTMENTS L	238.00		05/31/23	
2000				12/23 AP 06/01/23 0039475	HAP Matthias L 062023 THUNDER RIDGE SR.APARTMENTS L	473.00		05/31/23	
2000				12/23 AP 06/01/23 0039475	HAP Lebahn B 062023 THUNDER RIDGE SR.APARTMENTS L	455.00		05/31/23	
2000				12/23 AP 06/01/23 0039475	HAP Stegen R 062023 THUNDER RIDGE SR.APARTMENTS L	220.00		05/31/23	
2000				12/23 AP 06/01/23 0039477	HAP Stock M 062023 VILLAGE I AT NINE23 APARTMENT	289.00		05/31/23	
2000				12/23 AP 06/01/23 0039477	HAP Ford D 062023 VILLAGE I AT NINE23 APARTMENT	569.00		05/31/23	
2000				12/23 AP 06/01/23 0039477	HAP Ducharme T 062023 VILLAGE I AT NINE23 APARTMENT	461.00		05/31/23	
2000				12/23 AP 06/01/23 0039477	HAP Swartley J 062023 VILLAGE I AT NINE23 APARTMENT	374.00		05/31/23	
2000				12/23 AP 06/01/23 0039477	HAP Cameron J 062023 VILLAGE I AT NINE23 APARTMENT	435.00		05/31/23	
2000				12/23 AP 06/01/23 0039477	HAP Clark T 062023 VILLAGE I AT NINE23 APARTMENT	461.00		05/31/23	
2000				12/23 AP 06/01/23 0039477	HAP Moore D 062023 VILLAGE I AT NINE23 APARTMENT	338.00		05/31/23	
2000				12/23 AP 06/01/23 0039477	HAP Greene D 062023 VILLAGE I AT NINE23 APARTMENT	220.00		05/31/23	
2000				12/23 AP 06/01/23 0039477	HAP Bradley J 062023 VILLAGE I AT NINE23 APARTMENT	217.00		05/31/23	
2000				12/23 AP 06/01/23 0039477	HAP Porter J 062023 VILLAGE I AT NINE23 APARTMENT	171.00		05/31/23	
					HAP Dixon S 062023				

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61	MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED									
2000		12/23	AP	06/01/23	0039477	VILLAGE I AT NINE23 APARTMENT	467.00		05/31/23	
		HAP Prior L 062023								
2000		12/23	AP	06/01/23	0039477	VILLAGE I AT NINE23 APARTMENT	240.00		05/31/23	
		HAP Aswegan J 062023								
2000		12/23	AP	06/01/23	0039477	VILLAGE I AT NINE23 APARTMENT	215.00		05/31/23	
		HAP Havlik C 062023								
2000		12/23	AP	06/01/23	0039477	VILLAGE I AT NINE23 APARTMENT	427.00		05/31/23	
		HAP Temple S 062023								
2000		12/23	AP	06/01/23	0039477	VILLAGE I AT NINE23 APARTMENT	540.00		05/31/23	
		HAP Henderson D 062023								
2000		12/23	AP	06/01/23	0039477	VILLAGE I AT NINE23 APARTMENT	435.00		05/31/23	
		HAP Gordon Jr. T 062023								
2000		12/23	AP	06/01/23	0039477	VILLAGE I AT NINE23 APARTMENT	492.00		05/31/23	
		HAP Smith T 062023								
2000		12/23	AP	06/01/23	0039477	VILLAGE I AT NINE23 APARTMENT	201.00		05/31/23	
		HAP Vaughn S 062023								
2000		12/23	AP	06/01/23	0039477	VILLAGE I AT NINE23 APARTMENT	438.00		05/31/23	
		HAP Redd A 062023								
2000		12/23	AP	06/01/23	0039477	VILLAGE I AT NINE23 APARTMENT	494.00		05/31/23	
		HAP Nelson B 062023								
2000		12/23	AP	06/01/23	0039477	VILLAGE I AT NINE23 APARTMENT	165.00		05/31/23	
		HAP Dieken A 062023								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	155.00		05/31/23	
		Bracelly 9823574708								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	127.00		05/31/23	
		Boehmer 0827605626								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	78.00		05/31/23	
		BALM 4535924167								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	21.00		05/31/23	
		Guzzle 7174748062								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	43.00		05/31/23	
		Jurries 7681775462								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	69.00		05/31/23	
		Rule 9816666531								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	123.00		05/31/23	
		Barnes 7598128389								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	75.00		05/31/23	
		Clinton 4729040291								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	77.00		05/31/23	
		Willis 3757004386								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	103.00		05/31/23	
		Redd 1307731360								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	72.00		05/31/23	
		Mullins 9837918987								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	173.00		05/31/23	
		Davis 1373345676								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	223.00		05/31/23	
		Terry 3637922939								
2000		12/23	AP	06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	119.00		05/31/23	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
					Prior 5694286669					
2000		12/23 AP		06/01/23	0039424	CEDAR FALLS UTILITIES-SEC.8	83.00			05/31/23
					Brown 4106183471					
2000		12/23 AP		06/01/23	0039455	MALBEC PROPERTIES, LLC	442.00			05/31/23
					HAP Himes G 062023					
2000		12/23 AP		06/01/23	0039455	MALBEC PROPERTIES, LLC	362.00			05/31/23
					HAP Smith T 062023					
2000		12/23 AP		06/01/23	0039455	MALBEC PROPERTIES, LLC	459.00			05/31/23
					HAP Halterman A 062023					
2000		12/23 AP		06/01/23	0039455	MALBEC PROPERTIES, LLC	492.00			05/31/23
					HAP Hepker D 062023					
2000		12/23 AP		06/01/23	0039427	CHRISTOPHERSON RENTALS	779.00			05/31/23
					HAP Hoffert J 062023					
2000		12/23 AP		06/01/23	0039427	CHRISTOPHERSON RENTALS	344.00			05/31/23
					HAP Davis K 062023					
2000		12/23 AP		06/01/23	0039427	CHRISTOPHERSON RENTALS	575.00			05/31/23
					HAP Hunt M 062023					
2000		12/23 AP		06/01/23	0039427	CHRISTOPHERSON RENTALS	171.00			05/31/23
					HAP Sherwood S 062023					
2000		12/23 AP		06/01/23	0039427	CHRISTOPHERSON RENTALS	300.00			05/31/23
					HAP Keys A 062023					
2000		12/23 AP		06/01/23	0039427	CHRISTOPHERSON RENTALS	572.00			05/31/23
					HAP Williams L 062023					
2000		12/23 AP		06/01/23	0039427	CHRISTOPHERSON RENTALS	398.00			05/31/23
					HAP Lam C 062023					
2000		12/23 AP		06/01/23	0039427	CHRISTOPHERSON RENTALS	658.00			05/31/23
					HAP Ricks F 062023					
2000		12/23 AP		06/01/23	0039427	CHRISTOPHERSON RENTALS	613.00			05/31/23
					HAP Dyer A 062023					
2000		12/23 AP		06/01/23	0039427	CHRISTOPHERSON RENTALS	158.00			05/31/23
					HAP Hall T 062023					
2000		12/23 AP		06/01/23	0039463	PETERSEN, RANDEL	904.00			05/31/23
					HAP Brown S 062023					
2000		12/23 AP		06/01/23	0039458	MHP 2216 LINCOLN STREET, LLC	464.00			05/31/23
					HAP Wilder S 062023					
2000		12/23 AP		06/01/23	0039458	MHP 2216 LINCOLN STREET, LLC	595.00			05/31/23
					HAP Rule S 062023					
2000		12/23 AP		06/01/23	0039458	MHP 2216 LINCOLN STREET, LLC	308.00			05/31/23
					HAP Cochran S 062023					
2000		12/23 AP		06/01/23	0039458	MHP 2216 LINCOLN STREET, LLC	422.00			05/31/23
					HAP Jones T 062023					
2000		12/23 AP		06/01/23	0039433	EPM IOWA	652.00			05/31/23
					HAP Thompson T 062023					
2000		12/23 AP		06/01/23	0039431	DC MANAGEMENT, LLC	730.00			05/31/23
					HAP Strickland S 062023					
2000		12/23 AP		06/01/23	0039454	LEGACY RESIDENTIAL	532.00			05/31/23
					HAP Ross Z 062023					
2000		12/23 AP		06/01/23	0039461	OWL INVESTMENTS, LLC	544.00			05/31/23
					HAP Schroeder S 062023					

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432	89-61	MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED								continued
2000		12/23	AP	06/01/23	0039429	CRESCENT CONDOMINIUMS, LLC	494.00		05/31/23	
		HAP Lohr K 062023								
2000		12/23	AP	06/01/23	0039444	HARRINGTON'S RENTAL LLC	740.00		05/31/23	
		HAP Larronda E 062023								
2000		12/23	AP	06/01/23	0039435	FERNHOLZ, KARI L.	747.00		05/31/23	
		HAP Carlton D 062023								
2000		12/23	AP	06/01/23	0039467	ROGERS, DERICK	1,200.00		05/31/23	
		HAP Santiago-Lebro 062023								
2000		12/23	AP	06/01/23	0039467	ROGERS, DERICK	845.00		05/31/23	
		HAP Sherwood J 062023								
2000		12/23	AP	06/01/23	0039450	KAI, BRENT	251.00		05/31/23	
		HAP Hamilton T 062023								
2000		12/23	AP	06/01/23	0039459	MORRIS, RICHARD R.	1,086.00		05/31/23	
		HAP Young C 062023								
2000		12/23	AP	06/01/23	0039468	STAND FIRM PROPERTIES LLC	559.00		05/31/23	
		HAP Rousseau G 062023								
2000		12/23	AP	06/01/23	0039468	STAND FIRM PROPERTIES LLC	380.00		05/31/23	
		HAP Hodge G 062023								
2000		12/23	AP	06/01/23	0039481	WYMORE, LARRY R.	341.00		05/31/23	
		HAP MOFFETT J 062023								
2000		12/23	AP	06/01/23	0039481	WYMORE, LARRY R.	171.00		05/31/23	
		HAP Steinkamp K 062023								
2000		12/23	AP	06/01/23	0039449	JLL EXTENDED STAY INN	328.00		05/31/23	
		HAP Moore E 062023								
2000		12/23	AP	06/01/23	0039449	JLL EXTENDED STAY INN	173.00		05/31/23	
		HAP Zanders D 062023								
2000		12/23	AP	06/01/23	0039478	VILLAGE II AT NINE23 APARTMEN	430.00		05/31/23	
		HAP Billman D 062023								
2000		12/23	AP	06/01/23	0039478	VILLAGE II AT NINE23 APARTMEN	429.00		05/31/23	
		HAP Cruise B 062023								
2000		12/23	AP	06/01/23	0039478	VILLAGE II AT NINE23 APARTMEN	444.00		05/31/23	
		HAP Garrigus S 062023								
2000		12/23	AP	06/01/23	0039478	VILLAGE II AT NINE23 APARTMEN	19.00		05/31/23	
		HAP Hoodjer S 062023								
2000		12/23	AP	06/01/23	0039478	VILLAGE II AT NINE23 APARTMEN	430.00		05/31/23	
		HAP Lam K 062023								
2000		12/23	AP	06/01/23	0039478	VILLAGE II AT NINE23 APARTMEN	265.00		05/31/23	
		HAP O'dell J 062023								
2000		12/23	AP	06/01/23	0039478	VILLAGE II AT NINE23 APARTMEN	600.00		05/31/23	
		HAP BALM D 062023								
2000		12/23	AP	06/01/23	0039478	VILLAGE II AT NINE23 APARTMEN	434.00		05/31/23	
		HAP Humphrey E 062023								
2000		12/23	AP	06/01/23	0039478	VILLAGE II AT NINE23 APARTMEN	324.00		05/31/23	
		HAP OBrien N 062023								
2000		12/23	AP	06/01/23	0039478	VILLAGE II AT NINE23 APARTMEN	340.00		05/31/23	
		HAP Saccento J 062023								
2000		12/23	AP	06/01/23	0039478	VILLAGE II AT NINE23 APARTMEN	34.00		05/31/23	
		HAP Rogers E 062023								
2000		12/23	AP	06/01/23	0039478	VILLAGE II AT NINE23 APARTMEN	464.00		05/31/23	

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
2000		HAP Harken G 062023		12/23 AP 06/01/23 0039478	VILLAGE II AT NINE23 APARTMEN	325.00			05/31/23
2000		HAP Harmon A 062023		12/23 AP 06/01/23 0039478	VILLAGE II AT NINE23 APARTMEN	352.00			05/31/23
2000		HAP Dzap0 S 062023		12/23 AP 06/01/23 0039478	VILLAGE II AT NINE23 APARTMEN	466.00			05/31/23
2000		HAP Haug K 062023		12/23 AP 06/01/23 0039478	VILLAGE II AT NINE23 APARTMEN	417.00			05/31/23
2000		HAP Loffredo C 062023		12/23 AP 06/01/23 0039478	VILLAGE II AT NINE23 APARTMEN	351.00			05/31/23
2000		HAP Nielsen J 062023		12/23 AP 06/01/23 0039478	VILLAGE II AT NINE23 APARTMEN	745.00			05/31/23
2000		HAP Willis C 062023		12/23 AP 06/01/23 0039478	VILLAGE II AT NINE23 APARTMEN	277.00			05/31/23
2000		HAP Lane S 062023		12/23 AP 06/01/23 0039478	VILLAGE II AT NINE23 APARTMEN	343.00			05/31/23
2000		HAP Wilson J 062023		12/23 AP 06/01/23 0039445	HOUSING AUTHORITY OF JOLIET	1,078.00			05/31/23
2000		HAP Wilson Q 062023		12/23 AP 06/01/23 0039445	HOUSING AUTHORITY OF JOLIET	2,079.00			05/31/23
2000		HAP Payne I 062023		12/23 AP 06/01/23 0039446	HOWARD, BRAD	797.00			05/31/23
2000		HAP Thrower M 062023		12/23 AP 06/01/23 0039453	KRAAYENBRINK, RANDY L.	829.00			05/31/23
2000		HAP Ewing J 062023		12/23 AP 06/01/23 0039465	R & R RENTAL PROPERTIES, LLC	536.00			05/31/23
2000		HAP Stewart J 062023		12/23 AP 06/01/23 0039420	BUTLER, MICHAEL	545.00			05/31/23
2000		HAP Cochran C 062023		12/23 AP 06/01/23 0039443	HAGEDORN, JEREMIAH	818.00			05/31/23
2000		HAP Gottfried L 062023		12/23 AP 06/01/23 0039443	HAGEDORN, JEREMIAH	950.00			05/31/23
2000		HAP Clinton A 062023		12/23 AP 06/01/23 0039471	SUNRISE PROPERTIES LLC	285.00			05/31/23
2000		HAP Lake L 062023		12/23 AP 06/01/23 0039441	GOV, LLC	1,100.00			05/31/23
2000		HAP Guzzle T 062023		12/23 AP 06/01/23 0039422	CARL ERICSON	660.00			05/31/23
2000		HAP Cooper L 062023		12/23 AP 06/01/23 0039422	CARL ERICSON	820.00			05/31/23
2000		HAP Leohr K 062023		12/23 AP 06/01/23 0039422	CARL ERICSON	941.00			05/31/23
2000		HAP Burk B 062023		12/23 AP 06/01/23 0039462	PANHWAR, ABDUL	17.00			05/31/23
2000		HAP Mussman C 062023		12/23 AP 06/01/23 0039452	KIDWELL, STEVE	460.00			05/31/23
2000		HAP Tomlyanovich C 062023		12/23 AP 06/01/23 0039480	WINGERT, BRIAN	355.00			05/31/23
2000		HAP Holden K 062023							

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FUND 217 SECTION 8 HOUSING FUND								
217-2214	432	89-61			MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED			
2000		12/23 AP 06/01/23		0039470	STEIN INVESTMENTS, LLC	637.00		05/31/23
		HAP Gordon A 062023						
2000		12/23 AP 06/01/23		0039460	OAKVIEW PROPERTIES LLC	1,000.00		05/31/23
		HAP Jurries P 062023						
2000		12/23 AP 06/01/23		0039425	CEDAR VALLEY LIVING LLC	306.00		05/31/23
		HAP Bachman K 062023						
2000		12/23 AP 06/01/23		0039425	CEDAR VALLEY LIVING LLC	208.00		05/31/23
		HAP White L 062023						
2000		12/23 AP 06/01/23		0039474	THIRD AVE PLACE LLC	895.00		05/31/23
		HAP Boehmer R 062023						
2000		12/23 AP 06/01/23		0039451	KELLY PROPERTY INVESTMENTS LL	245.00		05/31/23
		HAP Clayton R 062023						
2000		12/23 AP 06/01/23		0039457	MCKERNAN, PAMELA	294.00		05/31/23
		HAP Buchanan J 062023						
2000		12/23 AP 06/01/23		0039456	MCH INVESTMENTS LLC	536.00		05/31/23
		HAP Langel A 062023						
2000		12/23 AP 06/01/23		0039456	MCH INVESTMENTS LLC	470.00		05/31/23
		HAP Barr G 062023						
2000		12/23 AP 06/01/23		0039432	ELMCREST ESTATES, L.C.	529.00		05/31/23
		HAP Davis D 062023						
2000		12/23 AP 06/01/23		0039437	G P MANAGEMENT LLC	396.00		05/31/23
		HAP Wenzel J 062023						
2000		12/23 AP 06/01/23		0039473	T.J.J.C. L.L.C.	675.00		05/31/23
		HAP Bracelly J 062023						
2000		12/23 AP 06/01/23		0039473	T.J.J.C. L.L.C.	274.00		05/31/23
		HAP Dornbrock M 062023						
2000		12/23 AP 06/01/23		0039473	T.J.J.C. L.L.C.	327.00		05/31/23
		HAP Beck D 062023						
2000		12/23 AP 06/01/23		0039473	T.J.J.C. L.L.C.	432.00		05/31/23
		HAP Fruchtenicht J 062023						
2000		12/23 AP 06/01/23		0039473	T.J.J.C. L.L.C.	179.00		05/31/23
		HAP Hornback K 062023						
2000		12/23 AP 06/01/23		0039439	GERDES III, BENJAMIN P.	1,600.00		05/31/23
		HAP Barnes A 062023						
2000		12/23 AP 06/01/23		0039439	GERDES III, BENJAMIN P.	257.00		05/31/23
		HAP Allessi S 062023						
2000		12/23 AP 06/01/23		0039439	GERDES III, BENJAMIN P.	1,339.00		05/31/23
		HAP Orgell A 062023						
2000		12/23 AP 06/01/23		0039448	J & A PROPERTIES	943.00		05/31/23
		HAP Lowe L 062023						
2000		12/23 AP 06/01/23		0039417	BARTELT RENTALS L.C.	964.00		05/31/23
		HAP Woods N 062023						
2000		12/23 AP 06/01/23		0039417	BARTELT RENTALS L.C.	523.00		05/31/23
		HAP Luck J 062023						
2000		12/23 AP 06/01/23		0039421	C & H HOLDINGS LLC	580.00		05/31/23
		HAP_Ross S 062023						
ACCOUNT TOTAL						90,834.00	.00	90,834.00

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FUND 217 SECTION 8 HOUSING FUND											
217-2214-432.89-65						MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS					
2000		12/23 AP		06/01/23	0039428	CITY OF CARLSBAD	58.45			05/31/23	
		AF_Levry S 062023									
2000		12/23 AP		06/01/23	0039445	HOUSING AUTHORITY OF JOLIET	48.79			05/31/23	
		AF_Wilson Q 062023									
2000		12/23 AP		06/01/23	0039445	HOUSING AUTHORITY OF JOLIET	48.79			05/31/23	
		AF_Payne I 062023									
		ACCOUNT TOTAL						156.03	.00	156.03	
		FUND TOTAL						90,990.03	.00	90,990.03	
FUND 223 COMMUNITY BLOCK GRANT											
223-2224-432.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)					
2073		12/23 AP		05/05/23	0004817	PEZLEY, MICHELLE	620.00			06/08/23	
		RMB:HOTEL/MEALS/TAXI/PRKG HUD ENV. REVIEW-DENVER,CO									
		ACCOUNT TOTAL						620.00	.00	620.00	
223-2224-432.88-14						OUTSIDE AGENCIES / HOUSE OF HOPE					
2073		12/23 AP		05/10/23	0004816	HOUSE OF HOPE	1,450.01			06/08/23	
		CDBG 4TH QTR. FY23									
		ACCOUNT TOTAL						1,450.01	.00	1,450.01	
223-2224-432.89-66						MISCELLANEOUS SERVICES / STATE CARES - CV2					
1998		11/23 AP		05/01/23	0004812	REFUGEE & IMMIGRANT VOICES IN	17,712.12			05/31/23	
		IEDA STATE CARES CV2									
		PROJECT#: 022353									
2037		11/23 AP		03/28/23	0004805	OPERATION THRESHOLD		19,800.00		06/05/23	
		CORRECTION-ADD PROJECT# IEDA-STATE CARES CV2									
2037		11/23 AP		03/28/23	0004805	OPERATION THRESHOLD	19,800.00			06/05/23	
		IEDA-STATE CARES CV2									
		PROJECT#: 022353									
		ACCOUNT TOTAL						37,512.12	19,800.00	17,712.12	
		FUND TOTAL						39,582.13	19,800.00	19,782.13	

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
2073		12/23 AP		06/07/23 0398743	242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON CHARLES W HALL	405.00			06/08/23
					3271:PARCEL#109-N.CDR.HTS TEMPORARY EASEMENT				
PROJECT#:					023271				
2073		12/23 AP		06/07/23 0398742	ANDREW ANDERSON	250.00			06/08/23
					3271:PARCEL#107-N.CDR.HTS TEMPORARY EASEMENT				
PROJECT#:					023271				
2073		12/23 AP		06/07/23 0398748	MICHAEL O'CONNELL & KATHARINE	225.00			06/08/23
					3271:PARCEL#111-N.CDR.HTS TEMPORARY EASEMENT				
PROJECT#:					023271				
2073		12/23 AP		06/07/23 0398747	MATTHEW VASQUEZ & EMILY VASQE	200.00			06/08/23
					3271:PARCEL#101-N.CDR.HTS TEMPORARY EASEMENT				
PROJECT#:					023271				
					ACCOUNT TOTAL	1,080.00	.00	1,080.00	
					FUND TOTAL	1,080.00	.00	1,080.00	
FUND 254 CABLE TV FUND									
1892		11/23 AP		05/02/23 0006878	254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES PROFESSIONAL SOLUTIONS	.32			06/01/23
					APRIL CREDIT CARD FEES				
					ACCOUNT TOTAL	.32	.00	.32	
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
2045		12/23 AP		06/05/23 0398714	SIMPSON, MARK	125.00			06/06/23
					CF BASEBALL VS.DBQ SENIOR ANNOUNCER				
PROJECT#:					759				
2045		12/23 AP		06/05/23 0398716	SURMA, JOSEPH EDWARD	120.00			06/06/23
					CF BASEBALL VS.DBQ SENIOR CAMERA OPERATOR				
PROJECT#:					759				
2045		12/23 AP		06/05/23 0398704	DEWITT, JASON	120.00			06/06/23
					CF BASEBALL VS.DBQ SENIOR CAMERA OPERATOR				
PROJECT#:					759				
2045		12/23 AP		06/05/23 0398715	STOW, CHRISTIAN	120.00			06/06/23
					CF BASEBALL VS.DBQ SENIOR CAMERA OPERATOR				
PROJECT#:					759				
2045		12/23 AP		06/05/23 0398701	BRALEY, ERIC	125.00			06/06/23
					CF BASEBALL VS.DBQ SENIOR ANNOUNCER				
PROJECT#:					759				
1998		11/23 AP		05/28/23 0398678	DEWITT, JASON	125.00			05/31/23
					CF GRADUATION CAMERA OPERATOR				
PROJECT#:					759				
					ACCOUNT TOTAL	735.00	.00	735.00	

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FUND 254 CABLE TV FUND									
FUND TOTAL							735.32	.00	735.32
FUND 258 PARKING FUND									
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1892		11/23	AP	05/02/23	0006874	PROFESSIONAL SOLUTIONS	228.87		06/01/23
APRIL CREDIT CARD FEES									
1892		11/23	AP	05/02/23	0006875	PROFESSIONAL SOLUTIONS	73.45		06/01/23
APRIL CREDIT CARD FEES									
1892		11/23	AP	05/02/23	0006876	PROFESSIONAL SOLUTIONS	261.67		06/01/23
APRIL CREDIT CARD FEES									
1892		11/23	AP	05/02/23	0006877	PROFESSIONAL SOLUTIONS	10.86		06/01/23
APRIL CREDIT CARD FEES									
1892		11/23	AP	05/02/23	0006878	PROFESSIONAL SOLUTIONS	55.33		06/01/23
APRIL CREDIT CARD FEES									
ACCOUNT TOTAL							630.18	.00	630.18
FUND TOTAL							630.18	.00	630.18
FUND 261 TOURISM & VISITORS									
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
1892		11/23	AP	05/02/23	0006882	PROFESSIONAL SOLUTIONS	13.62		06/01/23
APRIL CREDIT CARD FEES									
ACCOUNT TOTAL							13.62	.00	13.62
FUND TOTAL							13.62	.00	13.62
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01 UTILITIES / UTILITIES									
1759		12/23	AP	05/05/23	0398724	CEDAR FALLS UTILITIES	612.33		06/01/23
COMMUNITY CNTR UTILITIES									
ACCOUNT TOTAL							612.33	.00	612.33
262-1092-423.87-01 RENTALS / RENTALS									
2024		12/23	AP	05/31/23	0398692	MELISSA FAY	250.00		06/02/23
REFUND-SECURITY DEPOSIT									
2024		12/23	AP	05/31/23	0398691	JILL HOLMES	250.00		06/02/23
REFUND-SECURITY DEPOSIT									
2024		12/23	AP	05/31/23	0398697	TYANN ROUW	250.00		06/02/23
REFUND-SECURITY DEPOSIT									
2024		12/23	AP	05/31/23	0398688	GEORGIA MCBROOM	250.00		06/02/23
REFUND-SECURITY DEPOSIT									

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 262 SENIOR SERVICES & COMM CT							continued		
262-1092-423.87-01 RENTALS / RENTALS									
ACCOUNT TOTAL							1,000.00	.00	1,000.00
FUND TOTAL							1,612.33	.00	1,612.33
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP									
1892		11/23	AP	05/09/23	0006853	EMC RISK SERVICES, LLC	9,153.60		06/01/23
WORKER COMP-FIRE CLAIM									
ACCOUNT TOTAL							9,153.60	.00	9,153.60
FUND TOTAL							9,153.60	.00	9,153.60
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									
430-1220-431.91-10 LAND / INDUSTRIAL PARK LAND ACQ									
1998		11/23	AP	05/31/23	0398681	PATRICK AND LAURA FINNEGAN	264,130.83		05/31/23
CLOSING PAYMENT-FINNEGAN									
1998		11/23	AP	05/31/23	0398673	BLACK HAWK CO.RECORDER	552.80		05/31/23
TRANSFER TAX-FINNEGAN									
1998		11/23	AP	05/31/23	0398674	BLACK HAWK CO.TREASURER	2,572.50		05/31/23
REAL ESTATE TAX-FINNEGAN									
2024		12/23	AP	05/15/23	0398685	CEDAR FALLS UTILITIES	3.63		06/02/23
UTILITIES THRU 05/15/23									
ACCOUNT TOTAL							267,259.76	.00	267,259.76
FUND TOTAL							267,259.76	.00	267,259.76

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FUND 431	2014	BOND							
FUND 432	2003	BOND							
FUND 433	2001	TIF							
FUND 434	2000	BOND							
FUND 435	1999	TIF							
FUND 436	2012	BOND							
FUND 437	2018	BOND							
FUND 438	2020	BOND FUND							
FUND 439	2022	BOND FUND							
FUND 443		CAPITAL PROJECTS							
FUND 472		PARKADE RENOVATION							
FUND 473		SIDEWALK ASSESSMENT							
FUND 483		ECONOMIC DEVELOPMENT							
FUND 484		ECONOMIC DEVELOPMENT LAND							
FUND 541	2018	STORM WATER BONDS							
FUND 544	2008	SEWER BONDS							
FUND 545	2006	SEWER BONDS							
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				
1892	11/23	AP 05/10/23	0006867		IOWA DEPT.OF REVENUE	179.98			06/01/23
		MONTHLY SALES TAX			COMMERCIAL GARBAGE A/R				
		ACCOUNT TOTAL				179.98	.00	179.98	
551-6685-436.72-01		OPERATING SUPPLIES /			OPERATING SUPPLIES				
2024	12/23	AP 06/02/23	0398695		SUSAN FLACK	6.23			06/02/23
		REFUND-CONTAINER TAX FEE			TAX EXEMPT				
1892	11/23	AP 05/02/23	0006885		PROFESSIONAL SOLUTIONS	485.56			06/01/23
		APRIL CREDIT CARD FEES							
1892	11/23	AP 05/02/23	0006878		PROFESSIONAL SOLUTIONS	23.34			06/01/23
		APRIL CREDIT CARD FEES							
		ACCOUNT TOTAL				515.13	.00	515.13	
551-6685-436.72-60		OPERATING SUPPLIES /			SAFETY SUPPLIES				
1998	11/23	AP 05/04/23	0398679		LEWIS, PARKER	175.00			05/31/23
		REIMB: SAFETY SHOES			P.O. 56848				
		ACCOUNT TOTAL				175.00	.00	175.00	
551-6685-436.85-01		UTILITIES /			UTILITIES				
2024	12/23	AP 05/15/23	0398685		CEDAR FALLS UTILITIES	52.35			06/02/23
		UTILITIES THRU 05/15/23							

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									POST DT
FUND 551 REFUSE FUND									
551-6685-436.85-01 UTILITIES / UTILITIES						continued			
ACCOUNT TOTAL							52.35	.00	52.35
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
1892		11/23	AP	05/10/23	0006867	IOWA DEPT.OF REVENUE	171.24		06/01/23
						MONTHLY SALES TAX			
ACCOUNT TOTAL							171.24	.00	171.24
FUND TOTAL							1,093.70	.00	1,093.70
FUND 552 SEWER RENTAL FUND									
552-6655-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1892		11/23	AP	05/15/23	0006872	ISOLVED BENEFIT SERVICES, INC	75.00		06/01/23
						HEALTH INS REIMBURSEMENT			
ACCOUNT TOTAL							75.00	.00	75.00
552-6655-436.72-53 OPERATING SUPPLIES / TV EQUIPMENT									
2024		12/23	AP	03/22/23	0398694	MID-IOWA SOLID WASTE EQUIPMEN	334.93		06/02/23
						TIGER TAILS/CLEANING TOOL			
						RE-ISSUE CK#143169			
ACCOUNT TOTAL							334.93	.00	334.93
552-6655-436.85-01 UTILITIES / UTILITIES									
2024		12/23	AP	05/15/23	0398685	CEDAR FALLS UTILITIES	783.39		06/02/23
						UTILITIES THRU 05/15/23			
ACCOUNT TOTAL							783.39	.00	783.39
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
1892		11/23	AP	05/15/23	0006872	ISOLVED BENEFIT SERVICES, INC	500.00		06/01/23
						HEALTH INS REIMBURSEMENT			
1892		11/23	AP	05/15/23	0006872	ISOLVED BENEFIT SERVICES, INC	105.60		06/01/23
						HEALTH INS REIMBURSEMENT			
ACCOUNT TOTAL							605.60	.00	605.60
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
1892		11/23	AP	05/10/23	0006867	IOWA DEPT.OF REVENUE	9,599.49		06/01/23
						MONTHLY SALES TAX			
						COMMERCIAL SEWER			
ACCOUNT TOTAL							9,599.49	.00	9,599.49

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
						FUND TOTAL	11,398.41	.00	11,398.41
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630	432.64	02				INSURANCE / HEALTH INS. REIMBURSEMENT			
1892				11/23	AP 05/15/23 0006872	ISOLVED BENEFIT SERVICES, INC	15.70		06/01/23
						HEALTH INS REIMBURSEMENT			
						ACCOUNT TOTAL	15.70	.00	15.70
						FUND TOTAL	15.70	.00	15.70
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078	441.82	10				COMMUNICATION / TELEPHONE HOLDING ACCOUNT			
2045				12/23	AP 05/19/23 0398717	VERIZON WIRELESS	1,601.54		06/06/23
						WIRELESS SRV:5/20-6/16/23			
2073				12/23	AP 05/06/23 0398752	U.S. CELLULAR	3,806.27		06/08/23
						WIRELESS SRV:5/6-6/5/23			
						ACCOUNT TOTAL	5,407.81	.00	5,407.81
						FUND TOTAL	5,407.81	.00	5,407.81
FUND 680 HEALTH INSURANCE FUND									
680-1902	457.51	01				INSURANCE / HEALTH INSURANCE			
2045				12/23	AP 06/05/23 0398702	BRIGGS, MICHAEL	1,238.72		06/06/23
						REFUND:JUNE HEALTH PREM.			
1892				11/23	AP 05/30/23 0006858	EXPRESS SCRIPTS, INC.	14,618.86		06/01/23
						RX CLAIMS PROCESSING			
1892				11/23	AP 05/26/23 0006897	WELLMARK IOWA	61,836.86		06/01/23
						HEALTH CLAIMS PROCESSING			
1892				11/23	AP 05/25/23 0006898	WEX HEALTH, INC.	121.80		06/01/23
						COBRA MONTHLY ADMIN FEE			
1892				11/23	AP 05/22/23 0006857	EXPRESS SCRIPTS, INC.	15,022.97		06/01/23
						RX CLAIMS PROCESSING			
1892				11/23	AP 05/19/23 0006896	WELLMARK IOWA	45,556.06		06/01/23
						HEALTH CLAIMS PROCESSING			
1892				11/23	AP 05/15/23 0006856	EXPRESS SCRIPTS, INC.	32,310.41		06/01/23
						RX CLAIMS PROCESSING			
1892				11/23	AP 05/12/23 0006895	WELLMARK IOWA	33,063.22		06/01/23
						HEALTH CLAIMS PROCESSING			
1892				11/23	AP 05/08/23 0006855	EXPRESS SCRIPTS, INC.	26,125.20		06/01/23
						RX CLAIMS PROCESSING			
1892				11/23	AP 05/02/23 0006894	WELLMARK IOWA	85,367.96		06/01/23

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FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE						continued			
HEALTH CLAIMS PROCESSING									
1892		11/23 AP		05/01/23	0006854	EXPRESS SCRIPTS, INC. RX CLAIMS PROCESSING	7,907.66		06/01/23
ACCOUNT TOTAL							323,169.72	.00	323,169.72
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE									
1892		11/23 AP		05/02/23	0006852	DELTA DENTAL OF IOWA MAY 2023 DENTAL	8,014.48		06/01/23
ACCOUNT TOTAL							8,014.48	.00	8,014.48
FUND TOTAL							331,184.20	.00	331,184.20
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES									
1892		11/23 AP		05/19/23	0006890	UNITED STATES TREASURY FEDERAL WITHHOLDING TAX	66,145.50		06/01/23
1892		11/23 AP		05/08/23	0006889	UNITED STATES TREASURY FEDERAL WITHHOLDING TAX	67,247.25		06/01/23
ACCOUNT TOTAL							133,392.75	.00	133,392.75
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING									
1892		11/23 AP		05/22/23	0006868	IOWA DEPT.OF REVENUE STATE WITHHOLDING TAX	27,821.02		06/01/23
1892		11/23 AP		05/08/23	0006866	IOWA DEPT.OF REVENUE STATE WITHHOLDING TAX	28,035.50		06/01/23
ACCOUNT TOTAL							55,856.52	.00	55,856.52
686-0000-222.03-00 PAYROLL LIABILITY / FICA									
1892		11/23 AP		05/19/23	0006890	UNITED STATES TREASURY SS & MQGE/MEDICARE TAX	78,616.42		06/01/23
1892		11/23 AP		05/08/23	0006889	UNITED STATES TREASURY SS & MQGE/MEDICARE TAX	78,267.32		06/01/23
ACCOUNT TOTAL							156,883.74	.00	156,883.74
686-0000-222.04-00 PAYROLL LIABILITY / IPERS									

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 686 PAYROLL FUND									
686-0000-222.04-00 PAYROLL LIABILITY / IPERS						continued			
1892		11/23 AP		05/25/23	0006865	I.P.E.R.S.	146,179.29		06/01/23
						IPERS MAY 2023			
ACCOUNT TOTAL							146,179.29	.00	146,179.29
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
1892		11/23 AP		05/31/23	0006893	VOYA FINANCIAL	13,879.05		06/01/23
						EMPLOYEE 457 CONTRIBUTION			
1892		11/23 AP		05/22/23	0006851	COLLECTION SERVICES CENTER	544.01		06/01/23
						CHILD SUPPORT PAYMENTS			
1892		11/23 AP		05/19/23	0006871	ISOLVED BENEFIT SERVICES, INC	6,485.15		06/01/23
						CAFETERIA PLAN			
1892		11/23 AP		05/17/23	0006892	VOYA FINANCIAL	13,529.05		06/01/23
						EMPLOYEE 457 CONTRIBUTION			
1892		11/23 AP		05/08/23	0006850	COLLECTION SERVICES CENTER	544.01		06/01/23
						CHILD SUPPORT PAYMENTS			
1892		11/23 AP		05/05/23	0006869	ISOLVED BENEFIT SERVICES, INC	6,485.15		06/01/23
						CAFETERIA PLAN			
1892		11/23 AP		05/03/23	0006891	VOYA FINANCIAL	13,529.05		06/01/23
						EMPLOYEE 457 CONTRIBUTION			
ACCOUNT TOTAL							54,995.47	.00	54,995.47
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT									
1892		11/23 AP		05/25/23	0006873	MUNICIPAL FIRE & POLICE RETIR	165,582.89		06/01/23
						MPFRSI RETIREMENT			
ACCOUNT TOTAL							165,582.89	.00	165,582.89
FUND TOTAL							712,890.66	.00	712,890.66
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
1892		11/23 AP		05/09/23	0006853	EMC RISK SERVICES, LLC	1,125.00		06/01/23
						WORKER COMP ADMIN FEE			
1892		11/23 AP		05/09/23	0006853	EMC RISK SERVICES, LLC	3,021.87		06/01/23
						WORKER COMP CLAIM			
ACCOUNT TOTAL							4,146.87	.00	4,146.87
FUND TOTAL							4,146.87	.00	4,146.87

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
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	1,533,161.37	19,800.00	1,513,361.37

COUNCIL INVOICES FOR 6/20/23 MEETING

Item 50.

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FUND 101 GENERAL FUND								
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
2015			12/23 AP 05/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.42		06/13/23
					11X17 COPY PAPER			
2036			12/23 AP 05/17/23	0000000	STOREY KENWORTHY	72.75		06/13/23
					#9 WINDOW ENVELOPES			
2015			12/23 AP 05/09/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.60		06/13/23
					BATTERIES,HILITERS, WHITE			
2050			12/23 AP 04/24/23	0143393	US BANK	46.74		06/08/23
					AMZN MKTP US*HV2907711			
					ANTI-FATIGUE MAT			
					ACCOUNT TOTAL	122.51	.00	122.51
101-1008-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
2050			12/23 AP 05/22/23	0143393	US BANK	770.96		06/08/23
					HYATT REGENCY MINNEAPOLI			
					HOTEL:IIMC CONFERENCE			
					ACCOUNT TOTAL	770.96	.00	770.96
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
2036			12/23 AP 05/17/23	0000000	STOREY KENWORTHY	4.85		06/13/23
					#9 WINDOW ENVELOPES			
					ACCOUNT TOTAL	4.85	.00	4.85
101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS								
2050			12/23 AP 05/18/23	0143393	US BANK	100.00		06/08/23
					IA PROFESSIONAL LIC BUR			
					CPA LICENSE RENEW-RODENBE			
					ACCOUNT TOTAL	100.00	.00	100.00
101-1026-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
2050			12/23 AP 04/25/23	0143393	US BANK	480.00		06/08/23
					IOWA SOCIETY OF CPA			
					REG:ISCPA GOVT ROUNDTABLE			
					ACCOUNT TOTAL	480.00	.00	480.00
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
2036			12/23 AP 05/17/23	0000000	STOREY KENWORTHY	121.25		06/13/23
					#9 WINDOW ENVELOPES			
					ACCOUNT TOTAL	121.25	.00	121.25
101-1028-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
2050			12/23 AP 04/24/23	0143393	US BANK	48.75		06/08/23

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE		
FUND 101 GENERAL FUND											
101-1028-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)					
						HY-VEE CEDAR FALLS 1052					
											continued
						ACCOUNT TOTAL	48.75	0.00	48.75		
101-1038-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES					
2036				12/23	AP 05/17/23 0000000	STOREY KENWORTHY	72.75		06/13/23		
						#9 WINDOW ENVELOPES					
						ACCOUNT TOTAL	72.75	0.00	72.75		
101-1038-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION					
2036				12/23	AP 05/25/23 0000000	THE RAGGED EDGE	200.00		06/13/23		
						HRC RECEPTION-ROOM RENTAL					
2036				12/23	AP 05/17/23 0000000	STOREY KENWORTHY	4.85		06/13/23		
						#9 WINDOW ENVELOPES					
						ACCOUNT TOTAL	204.85	0.00	204.85		
101-1038-441.81-35						PROFESSIONAL SERVICES / EMPLOYEE RECOGNITION					
2050				12/23	AP 05/11/23 0143393	US BANK	565.00		06/08/23		
						WWW.CHALLENGECOINSLTD.CO					EE RECOGNITION CHALL.COIN
						ACCOUNT TOTAL	565.00	0.00	565.00		
101-1038-441.81-49						PROFESSIONAL SERVICES / BACKGROUND CHECK					
2086				12/23	AP 06/01/23 0000000	ONE SOURCE THE BACKGROUND CHE	835.15		06/13/23		
						MAY APPLICANTS					05/01-06/01/23
2086				12/23	AP 05/01/23 0000000	ONE SOURCE THE BACKGROUND CHE	1,337.00		06/13/23		
						APRIL APPLICANTS					04/01-05/01/23
2086				12/23	AP 04/01/23 0000000	ONE SOURCE THE BACKGROUND CHE	2,771.20		06/13/23		
						MARCH APPLICANTS					03/01-04/01/23
						ACCOUNT TOTAL	4,943.35	0.00	4,943.35		
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES					
2050				12/23	AP 05/05/23 0143393	US BANK	119.95		06/08/23		
						LINKEDIN RECRUITER 825960					RECRUITER LITE:5/4-6/4/23
2050				12/23	AP 04/27/23 0143393	US BANK	50.00		06/08/23		
						MOUNT MERCY UNIVERSITYAUT					SPRING CAREER FAIR BOOTH
2050				12/23	AP 04/25/23 0143393	US BANK		42.99	06/08/23		
						MARTIN BROTHERS					RETURN HOT DOGS
						ACCOUNT TOTAL	169.95	42.99	126.96		

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GROUP	PO	ACCTG	---	TRANSACTION---						
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
									BALANCE	----
FUND 101 GENERAL FUND										
101-1038-441.83-01						TRANSPORTATION&EDUCATION / TRAINING & TRAVEL				
2036		12/23 AP		06/01/23	0000000	FOLLOW YOUR STRENGTHS LLC	2,000.00			06/13/23
						SUCCEEDING WITH STRENGTHS				
						4 SESSIONS				
						ACCOUNT TOTAL	2,000.00	.00	2,000.00	
101-1038-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
2036		12/23 AP		05/30/23	0000000	DMEC	330.00			06/13/23
						EMPLOYER MEMBERSHIP				
2050		12/23 AP		05/18/23	0143393	US BANK	244.00			06/08/23
						SOCIETYFORHUMANRESOURCE				
						MEMBERSHIP-B.BALVANZ				
						ACCOUNT TOTAL	574.00	.00	574.00	
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2036		12/23 AP		05/17/23	0000000	STOREY KENWORTHY	4.85			06/13/23
						#9 WINDOW ENVELOPES				
						ACCOUNT TOTAL	4.85	.00	4.85	
101-1048-441.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
2036		12/23 AP		06/01/23	0000000	THOMSON REUTERS - WEST	663.54			06/13/23
						WESTLAW INFORMATION				
						5/1/23-5/31/23				
2050		12/23 AP		05/19/23	0143393	US BANK	325.00			06/08/23
						IOWA STATE BAR ASSOCIATIO				
						MEMBERSHIP-ROGERS				
						ACCOUNT TOTAL	988.54	.00	988.54	
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
2036		12/23 AP		05/19/23	0000000	AHLERS AND COONEY, P.C.	57.00			06/13/23
						LGL:GENERAL				
						05/12/23				
						ACCOUNT TOTAL	57.00	.00	57.00	
101-1048-441.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
2050		12/23 AP		05/17/23	0143393	US BANK		190.00		06/08/23
						IOWA STATE BAR ASSOCIATIO				
						REFUND-CANCELLED WEBINAR				
						ACCOUNT TOTAL	.00	190.00	190.00-	
101-1060-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2051		12/23 AP		05/04/23	0143393	US BANK	9.26			06/08/23
						AMZN MKTP US*OR3FO9803				
						COUNTER CLICKERS (X4)				
2051		12/23 AP		05/03/23	0143393	US BANK	39.95			06/08/23

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GROUP	PO	ACCTG	---	TRANSACTION---							CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST	DT	BALANCE
FUND 101 GENERAL FUND											
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued					
2051		AMZN MKTP	US*HM3FI8B92			EARPHONES					
	12/23	AP	04/27/23	0143393		US BANK	138.49				06/08/23
2051		LAMINATOR.COM				LAMINATION FILM ROLL					
	12/23	AP	04/24/23	0143393		US BANK	12.99				06/08/23
		AMZN MKTP	US*HV9WV0UJ2			CARDSTOCK					
ACCOUNT TOTAL							200.69	.00			200.69
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT											
2051		INTUIT *QBOOKS ONLINE				QUICKBOOKS MONTHLY SUB.					
	12/23	AP	05/12/23	0143393		US BANK	85.00				06/08/23
ACCOUNT TOTAL							85.00	.00			85.00
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS											
2051		AMZN MKTP	US*3L50064Q3			ADULT BOOKS (MEM BROWN)					
	12/23	AP	05/12/23	0143393		US BANK	24.83				06/08/23
ACCOUNT TOTAL							24.83	.00			24.83
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM											
2051		MENARDS CEDAR FALLS IA				FOTL:RESERVE-MULCH & BIRD					
	12/23	AP	05/22/23	0143393		US BANK	165.08				06/08/23
2051		HY-VEE CEDAR FALLS 1052				FOTL:YA-SNACKS					
	12/23	AP	05/12/23	0143393		US BANK	36.46				06/08/23
2051		AMAZON.COM*AF57L04G3	AMZN			FOTL:ADULT-BIRD FEEDER					
	12/23	AP	05/11/23	0143393		US BANK	23.99				06/08/23
2051		AMAZON.COM*V90CB92N3	AMZN			FOTL:ADULT-SUET BASKET					
	12/23	AP	05/08/23	0143393		US BANK	1.98				06/08/23
2051		AMZN MKTP	US*3V4LG71A3			FOTL:RESERVE-BIRD BATH					
	12/23	AP	05/05/23	0143393		US BANK	28.49				06/08/23
2051		AMZN MKTP	US*O84ZD9A03			FOTL:YOUTH-GRADUATION CAP					
	12/23	AP	05/05/23	0143393		US BANK	48.90				06/08/23
2051		AMZN MKTP	US*IM85X5YH3			FOTL:YA-TOTE BAGS & PADS					
	12/23	AP	05/04/23	0143393		US BANK	88.96				06/08/23
2051		AMAZON.COM*HM8JW1QR1	AMZN			FOTL:COLAB-FOOD STEAMER &					
	12/23	AP	05/04/23	0143393		US BANK	273.77				06/08/23
2051		THE BLACK HAWK HOTEL				FOTL:YOUTH-REFRESHMENTS					
	12/23	AP	05/03/23	0143393		US BANK	27.40				06/08/23
2051		AMAZON.COM*HM05N7BY1	AMZN			FOTL:COLAB-STAND MIXER					
	12/23	AP	04/21/23	0143393		US BANK	25.72				06/08/23
2051		AMZN MKTP	US*HV7QC56N1			FOTL:YOUTH-TRIDENT PROP					
	12/23	AP	04/21/23	0143393		US BANK	19.98				06/08/23
2051		AMAZON.COM*HF2U05CS0				FOTL:YOUTH-TRIDENT PROP					
	12/23	AP	04/21/23	0143393		US BANK	25.04				06/08/23
ACCOUNT TOTAL							765.77	.00			765.77

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FUND 101 GENERAL FUND										
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
2051				12/23	AP 05/18/23 0143393	US BANK	925.00		06/08/23	
						NASA-JSC/NSSC				
						BERG 2 RMB SLP '23-TRAVEL				
2051				12/23	AP 05/05/23 0143393	US BANK	202.51		06/08/23	
						AMAZON.COM*Z90RL61M3				
						BERG 2 RMB SLP '23-TATTOO				
2051				12/23	AP 05/05/23 0143393	US BANK	8.99		06/08/23	
						AMZN MKTP US*OX9GM3J93				
						BERG 2 RMB SLP '23-TATTOO				
2051				12/23	AP 05/01/23 0143393	US BANK	640.64		06/08/23	
						THE BLACK HAWK HOTEL				
						BERG 2 RMB CVYR '23-HOTEL				
2051				12/23	AP 04/24/23 0143393	US BANK	249.04		06/08/23	
						SP CARDSTOCK WAREHOU				
						BERG 2RMB SLP'23-CARDSTOK				
2051				12/23	AP 04/24/23 0143393	US BANK	142.89		06/08/23	
						AMZN MKTP US*HF86R8JIO				
						BERG 2RMB SLP'23-CARDSTOK				
2051				12/23	AP 04/21/23 0143393	US BANK	6.99		06/08/23	
						AMZN MKTP US*HV1SM3BW1				
						BERG 2 RMB SLP '23-STRAWS				
2051				12/23	AP 04/21/23 0143393	US BANK	78.64		06/08/23	
						AMZN MKTP US*HV1WN4WZ0				
						BERG 2 RMB SLP '23-GOGLY				
						ACCOUNT TOTAL	2,254.70	.00	2,254.70	
101-1061-423.89-19 MISCELLANEOUS SERVICES / CO-LAB MATERIALS										
2051				12/23	AP 05/16/23 0143393	US BANK	53.46		06/08/23	
						SP AMERICAN BUTTON M				
						2.25" PINBACK BUTTONS				
2051				12/23	AP 05/15/23 0143393	US BANK	22.99		06/08/23	
						AMZN MKTP US*6I98P23A3 AM				
						STEAM IRON CLEANER				
						ACCOUNT TOTAL	76.45	.00	76.45	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
2051				12/23	AP 05/11/23 0143393	US BANK	24.78		06/08/23	
						AMZN MKTP US*AZ8I21ZZ3				
						ADULT BOOKS				
2051				12/23	AP 05/11/23 0143393	US BANK	14.29		06/08/23	
						AMAZON.COM*FV3G92LB3				
						ADULT BOOKS				
2051				12/23	AP 05/09/23 0143393	US BANK	48.94		06/08/23	
						AMAZON.COM*SN4SI04N3 AMZN				
						ADULT BOOKS				
2051				12/23	AP 05/09/23 0143393	US BANK	31.47		06/08/23	
						AMAZON.COM*GK9GX6UF3 AMZN				
						ADULT BOOKS				
2051				12/23	AP 05/09/23 0143393	US BANK	34.99		06/08/23	
						AMAZON.COM*UN3OL9EW3				
						ADULT BOOKS				
2051				12/23	AP 05/01/23 0143393	US BANK	7.83		06/08/23	
						AMAZON.COM*HM01N7CB2 AMZN				
						ADULT BOOKS				
2051				12/23	AP 04/28/23 0143393	US BANK	19.98		06/08/23	
						AMAZON.COM*HF76002H2 AMZN				
						ADULT BOOKS				
						ACCOUNT TOTAL	182.28	.00	182.28	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										

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FUND 101 GENERAL FUND									
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS						continued			
2051		12/23 AP		05/17/23	0143393 US BANK	39.99		06/08/23	
					AMAZON.COM*2Y5FX5Y33 YOUNG ADULT BOOKS				
2051		12/23 AP		05/16/23	0143393 US BANK	17.50		06/08/23	
					AMZN MKTP US*WG1K49CD3 YOUNG ADULT BOOKS				
ACCOUNT TOTAL						57.49	.00	57.49	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
2051		12/23 AP		05/22/23	0143393 US BANK	26.12		06/08/23	
					AMZN MKTP US*M96TQ3QA3 YOUTH BOOKS				
2051		12/23 AP		05/19/23	0143393 US BANK	14.95		06/08/23	
					AMZN MKTP US*NU03M3AM3 YOUTH BOOKS				
2051		12/23 AP		05/19/23	0143393 US BANK	18.95		06/08/23	
					AMZN MKTP US*3D8V75L93 YOUTH BOOKS				
2051		12/23 AP		05/17/23	0143393 US BANK	23.86		06/08/23	
					AMZN MKTP US*P69MI6BY3 YOUTH BOOKS				
2051		12/23 AP		05/11/23	0143393 US BANK	114.66		06/08/23	
					AMZN MKTP US*Y74VW1WK3 YOUTH BOOKS				
2051		12/23 AP		05/09/23	0143393 US BANK	13.34		06/08/23	
					AMZN MKTP US*TE7XC8YV3 YOUTH BOOKS				
2051		12/23 AP		05/09/23	0143393 US BANK	25.32		06/08/23	
					AMZN MKTP US*PS9DA2BJ3 YOUTH BOOKS				
2051		12/23 AP		05/09/23	0143393 US BANK	25.68		06/08/23	
					AMZN MKTP US*7B5769OF3 YOUTH BOOKS				
2051		12/23 AP		05/09/23	0143393 US BANK	68.98		06/08/23	
					AMZN MKTP US*LB43F1I23 YOUTH BOOKS				
2051		12/23 AP		05/01/23	0143393 US BANK	50.99		06/08/23	
					AMZN MKTP US*HF7LL6RN1 YOUTH BOOKS				
2051		12/23 AP		05/01/23	0143393 US BANK	9.58		06/08/23	
					AMZN MKTP US*HF97J1WG1 YOUTH BOOKS				
2051		12/23 AP		05/01/23	0143393 US BANK	19.89		06/08/23	
					AMZN MKTP US*HM2B28451 YOUTH BOOKS				
2051		12/23 AP		04/27/23	0143393 US BANK	23.85		06/08/23	
					AMAZON.COM*HF8II4790 AMZN YOUTH BOOKS				
2051		12/23 AP		04/26/23	0143393 US BANK	14.91		06/08/23	
					AMAZON.COM*HF5CL6TK2 AMZN YOUTH BOOKS				
2051		12/23 AP		04/21/23	0143393 US BANK	66.75		06/08/23	
					AMZN MKTP US*HV0NZ7RB0 YOUTH BOOKS				
ACCOUNT TOTAL						517.83	.00	517.83	
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
2051		12/23 AP		05/09/23	0143393 US BANK	59.02		06/08/23	
					AMZN MKTP US*QZ9QK53U3 ADULT CD MUSIC				
2051		12/23 AP		05/01/23	0143393 US BANK	13.07		06/08/23	
					AMAZON.COM*HM5JQ9C22 ADULT CD MUSIC				
ACCOUNT TOTAL						72.09	.00	72.09	

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FUND 101 GENERAL FUND									
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
2051		12/23 AP		05/17/23	0143393	US BANK	104.80		06/08/23
						AMAZON.COM*JM6U199M3 AMZN			
						ADULT VIDEOS			
						ACCOUNT TOTAL	104.80	.00	104.80
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO									
2051		12/23 AP		05/15/23	0143393	US BANK	12.95		06/08/23
						AMAZON.COM*AN8005J13 AMZN			
						YOUTH VIDEOS			
2051		12/23 AP		05/09/23	0143393	US BANK	21.98		06/08/23
						AMAZON.COM*J10FR5DR3			
						YOUTH VIDEOS			
2051		12/23 AP		05/08/23	0143393	US BANK	13.35		06/08/23
						AMZN MKTP US*3B47S9DB3			
						YOUTH VIDEOS			
						ACCOUNT TOTAL	48.28	.00	48.28
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS									
2051		12/23 AP		05/09/23	0143393	US BANK	57.74		06/08/23
						AMAZON.COM*CE2IH97R3			
						CROQUET SET			
2051		12/23 AP		05/08/23	0143393	US BANK	152.83		06/08/23
						AMZN MKTP US*7B5J23FJ3			
						GAMES, LAWN SHEARS, CARRY			
						ACCOUNT TOTAL	210.57	.00	210.57
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2036		12/23 AP		05/17/23	0000000	STOREY KENWORTHY	4.85		06/13/23
						#9 WINDOW ENVELOPES			
2050		12/23 AP		05/09/23	0143393	US BANK	139.98		06/08/23
						MICHAELS STORES 1246			
						PICTURE FRAMES-S. GRAHAM			
						ACCOUNT TOTAL	144.83	.00	144.83
101-1118-441.81-25 PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS.									
2036		12/23 AP		05/30/23	0000000	WALDEN PHOTOS, LLC	224.90		06/13/23
						BUS. & IND. AWARD PHOTOS			
						PROJECT#: 014000			
						ACCOUNT TOTAL	224.90	.00	224.90
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2050		12/23 AP		05/08/23	0143393	US BANK	608.88		06/08/23
						GAYLORD NATIONAL F/D			
						HOTEL:S.GRAHAM-WASH.DC			
2050		12/23 AP		05/08/23	0143393	US BANK	40.00		06/08/23
						WATERLOOREGIONALAIRPORT			
						PARKING:S.GRAHAM-WASH.DC			
2050		12/23 AP		05/08/23	0143393	US BANK	15.59		06/08/23

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FUND 101 GENERAL FUND										
101-1118-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				continued
2050				12/23	AP 05/05/23 0143393	THE GROVE-WASHINGTON MEAL:LUNCH 5/4/23 US BANK	47.70		06/08/23	
2050				12/23	AP 05/04/23 0143393	SQ *ABDULAZIZ IBRAHIM TAXI:S.GRAHAM-WASH,DC US BANK	60.00		06/08/23	
2050				12/23	AP 05/04/23 0143393	SQ *TAXI DRIVERS TAXI:S.GRAHAM-WASH.DC US BANK	30.00		06/08/23	
2050				12/23	AP 05/03/23 0143393	AMERICAN AIR0014413299462 FLIGHT:CHECKED BAG FEE US BANK	452.24		06/08/23	
2050				12/23	AP 05/03/23 0143393	GAYLORD NATIONAL F/D HOTEL:S.GRAHAM-WASH.DC US BANK	22.79		06/08/23	
2050				12/23	AP 05/02/23 0143393	GAYLORD NATIONAL F&B MEAL:LUNCH 5/1/23 US BANK	17.53		06/08/23	
2050				12/23	AP 05/01/23 0143393	BRIOCHE DOREE K-15 ORD MEAL:LUNCH 4/30/23 US BANK	30.00		06/08/23	
2050				12/23	AP 04/28/23 0143393	AMERICAN AIR0014413111499 FLIGHT:CHECK BAG FEE US BANK	35.00		06/08/23	
2050				12/23	AP 04/28/23 0143393	UNITED 0169849457259 R.GAINES-BAGGAGE FEES US BANK	1,232.60		06/08/23	
2050				12/23	AP 04/26/23 0143393	COURTYARD BY MARRIOTT HOTEL:CV COALITION US BANK	16.93		06/08/23	
2050				12/23	AP 04/26/23 0143393	UBER TRIP UBER:R.GAINES-WASHINGTON US BANK	1.00		06/08/23	
2050				12/23	AP 04/26/23 0143393	UBER TRIP UBER:R.GAINES-WASHINGTON US BANK	16.94		06/08/23	
2050				12/23	AP 04/25/23 0143393	UBER TRIP UBER:R.GAINES-WASHINGTON US BANK	40.80		06/08/23	
2050				12/23	AP 04/25/23 0143393	AMERICAN AIR0010626158738 FLIGHT:PREFERRED SEAT US BANK	11.92		06/08/23	
2050				12/23	AP 04/25/23 0143393	UBER TRIP UBER:R.GAINES-WASHINGTON US BANK	12.91		06/08/23	
2050				12/23	AP 04/24/23 0143393	UBER TRIP UBER:R.GAINES-WASHINGTON US BANK	18.57		06/08/23	
2050				12/23	AP 04/24/23 0143393	UBER TRIP UBER:R.GAINES-WASHINGTON US BANK	11.94		06/08/23	
2050				12/23	AP 04/24/23 0143393	UBER TRIP UBER:R.GAINES-WASHINGTON US BANK	16.32		06/08/23	
2050				12/23	AP 04/24/23 0143393	SQ *KING CAB COMPANY CAB:R.GAINES WASHINGTONDC US BANK	35.00		06/08/23	
2050				12/23	AP 04/21/23 0143393	UNITED 0169848474515 R.GAINES-BAGGAGE FEES US BANK	304.44		06/08/23	
						GAYLORD NATIONAL F/D HOTEL:S.GRAHAM-WASH.DC				
						ACCOUNT TOTAL	3,079.10	.00	3,079.10	
101-1118-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2050				12/23	AP 05/01/23 0143393	IOWA UTILITY ASSOCIATION REG:IOWA DEV2023 CONF. US BANK	90.00		06/08/23	
						ACCOUNT TOTAL	90.00	.00	90.00	

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FUND 101 GENERAL FUND										
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING						continued				
2086				12/23	AP 05/17/23 0000000	COURIER LEGAL COMMUNICATIONS	46.93		06/13/23	
						PH NTC-PZ VINYL SIDING				
2086				12/23	AP 05/15/23 0000000	COURIER LEGAL COMMUNICATIONS	468.16		06/13/23	
						5/1/23 MTG-MINS./EXPENSES				
2086				12/23	AP 05/05/23 0000000	COURIER LEGAL COMMUNICATIONS	47.52		06/13/23	
						PH NTC-VACATE HUDSON RD				
2086				12/23	AP 05/05/23 0000000	COURIER LEGAL COMMUNICATIONS	41.66		06/13/23	
						PH NTC-SEAL COAT				
2086				12/23	AP 05/05/23 0000000	COURIER LEGAL COMMUNICATIONS	41.66		06/13/23	
						PH NTC-ALLEY RECONSTRUCT.				
2086				12/23	AP 05/05/23 0000000	COURIER LEGAL COMMUNICATIONS	67.91		06/13/23	
						ORDINANCE NO. 3026				
2086				12/23	AP 05/03/23 0000000	COURIER LEGAL COMMUNICATIONS	117.30		06/13/23	
						FY2023 BUDGET AMENDMENT				
ACCOUNT TOTAL							1,209.36	.00	1,209.36	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2015				12/23	AP 05/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.14		06/13/23	
						11X17 COPY PAPER				
2015				12/23	AP 05/09/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.60		06/13/23	
						BATTERIES,HILITERS, WHITE				
2050				12/23	AP 05/02/23 0143393	US BANK	34.98		06/08/23	
						AMZN MKTP US*HM8X85X82				
						LED CLOCK-COUNCIL CHAMBER				
						PROJECT#: 023231				
ACCOUNT TOTAL							38.72	.00	38.72	
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING										
2036				12/23	AP 05/17/23 0000000	STOREY KENWORTHY	4.85		06/13/23	
						#9 WINDOW ENVELOPES				
2050				12/23	AP 05/15/23 0143393	US BANK	4.27		06/08/23	
						WALGREENS #10557				
						CITY COUNCIL PICTURE				
ACCOUNT TOTAL							9.12	.00	9.12	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2015				12/23	AP 05/30/23 0000000	O'DONNELL ACE HARDWARE	38.37		06/13/23	
						COMMAND CLIPS, WIRE HOOKS				
2015				12/23	AP 05/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	8.87		06/13/23	
						11X17 COPY PAPER				
2036				12/23	AP 05/17/23 0000000	STOREY KENWORTHY	24.25		06/13/23	
						#9 WINDOW ENVELOPES				
2015				12/23	AP 05/09/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	13.30		06/13/23	
						BATTERIES,HILITERS, WHITE				
						OUT,STAPLES,POST ITS,PENS				

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FUND 101 GENERAL FUND										
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
ACCOUNT TOTAL							84.79	.00	84.79	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
2015		12/23 AP		06/01/23	0000000	PROFESSIONAL LAWN CARE, LLC	95.00			06/13/23
CODE MOW-904 W 3RD										
2015		12/23 AP		05/26/23	0000000	PROFESSIONAL LAWN CARE, LLC	71.25			06/13/23
CODE MOW-323 W 2ND										
2015		12/23 AP		05/26/23	0000000	PROFESSIONAL LAWN CARE, LLC	71.25			06/13/23
CODE MOW-3603 LAURINDA										
2015		12/23 AP		05/26/23	0000000	PROFESSIONAL LAWN CARE, LLC	95.00			06/13/23
CODE MOW-1119 CALUMETT										
2015		12/23 AP		05/26/23	0000000	PROFESSIONAL LAWN CARE, LLC	142.50			06/13/23
CODE MOW-806 BLUFF										
ACCOUNT TOTAL							475.00	.00	475.00	
101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2050		12/23 AP		05/22/23	0143393	US BANK	420.00			06/08/23
DPH REGULATORY PROGRAMS LICENSE RENEW FEES										
ACCOUNT TOTAL							420.00	.00	420.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2015		12/23 AP		05/22/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.09			06/13/23
11X17 COPY PAPER										
2015		12/23 AP		05/09/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.38			06/13/23
BATTERIES,HILITERS, WHITE OUT,STAPLES,POST ITS,PENS										
2050		12/23 AP		05/09/23	0143393	US BANK		5.50		06/08/23
AMZN MKTP US OFFICE SUPPLIES-PLANNING										
2050		12/23 AP		05/08/23	0143393	US BANK	41.98			06/08/23
AMZN MKTP US*K326841U3 OFFICE SUPPLIES-PLANNING										
ACCOUNT TOTAL							55.45	5.50	49.95	
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING										
2036		12/23 AP		05/17/23	0000000	STOREY KENWORTHY	48.50			06/13/23
#9 WINDOW ENVELOPES										
2086		12/23 AP		05/16/23	0000000	COURIER LEGAL COMMUNICATIONS	66.74			06/13/23
PH NTC-RZ23-002										
ACCOUNT TOTAL							115.24	.00	115.24	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										

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FUND 101 GENERAL FUND										
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
2027		12/23	AP	06/01/23	0000000	OFFICE EXPRESS OFFICE PRODUCT PAPER CLIPS	11.88			06/13/23
		ACCOUNT TOTAL					11.88	.00	11.88	
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES										
2050		12/23	AP	05/18/23	0143393	US BANK	115.10			06/08/23
		WM SUPERCENTER #753				CAMP SUPPLIES				
2027		12/23	AP	05/15/23	0000000	XPRESSIONS	813.75			06/13/23
		CAMP TSHIRTS								
		ACCOUNT TOTAL					928.85	.00	928.85	
101-2253-423.72-30 OPERATING SUPPLIES / REC CENTER EQUIP. & SUPPLIES										
2050		12/23	AP	05/19/23	0143393	US BANK	118.96			06/08/23
		AMZN MKTP US*HC1D707W3				PAINT AND BARRE				
2050		12/23	AP	05/17/23	0143393	US BANK	10.98			06/08/23
		AMZN MKTP US*5F30L10K3				PAINT				
		ACCOUNT TOTAL					129.94	.00	129.94	
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT										
2058		12/23	AP	05/31/23	0000000	XPRESSIONS	335.40			06/13/23
		YOUTH PROGRAM SHIRTS								
2058		12/23	AP	05/31/23	0000000	XPRESSIONS	146.20			06/13/23
		YOUTH PROGRAM SHIRTS								
2058		12/23	AP	05/31/23	0000000	XPRESSIONS	94.60			06/13/23
		YOUTH PROGRAM SHIRTS								
2050		12/23	AP	05/10/23	0143393	US BANK	101.91			06/08/23
		AMAZON.COM*8M0EM2I13				TOTS SPORTS				
2050		12/23	AP	05/08/23	0143393	US BANK	35.73			06/08/23
		WM SUPERCENTER #753				BASEBALL SUPPLIES				
		ACCOUNT TOTAL					713.84	.00	713.84	
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT										
2047		12/23	AP	05/30/23	0000000	MENARDS-CEDAR FALLS	23.25			06/13/23
		DECK BOARD REPLACEMENT								
2027		12/23	AP	05/19/23	0000000	FASTENAL COMPANY	23.95			06/13/23
		DRINKING FOUNTAIN PARTS								
		ACCOUNT TOTAL					47.20	.00	47.20	
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS										

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FUND 101 GENERAL FUND										
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS						continued				
2047		12/23	AP	06/06/23	0000000	MARTIN BROS.DISTRIBUTING SYRUP	71.92		06/13/23	
						BOSCO STICKS/SNOW CONE				
2047		12/23	AP	06/06/23	0000000	MARTIN BROS.DISTRIBUTING	247.26		06/13/23	
						BOSCO STICKS				
2058		12/23	AP	06/06/23	0000000	PAPA JOHN'S PIZZA	49.50		06/13/23	
						6 PIZZAS				
2058		12/23	AP	06/05/23	0000000	PAPA JOHN'S PIZZA	74.25		06/13/23	
						9 PIZZAS				
2058		12/23	AP	06/05/23	0000000	PAPA JOHN'S PIZZA	49.50		06/13/23	
						6 PIZZAS				
2058		12/23	AP	06/05/23	0000000	PAPA JOHN'S PIZZA	49.50		06/13/23	
						6 PIZZAS				
2058		12/23	AP	06/04/23	0000000	PAPA JOHN'S PIZZA	74.25		06/13/23	
						9 PIZZAS				
2058		12/23	AP	06/04/23	0000000	PAPA JOHN'S PIZZA	74.25		06/13/23	
						9 PIZZAS				
2047		12/23	AP	06/03/23	0000000	PAPA JOHN'S PIZZA	74.25		06/13/23	
						9 PIZZAS				
2047		12/23	AP	06/03/23	0000000	PAPA JOHN'S PIZZA	49.50		06/13/23	
						6 PIZZAS				
2047		12/23	AP	06/03/23	0000000	PAPA JOHN'S PIZZA	41.25		06/13/23	
						5 PIZZAS				
2058		12/23	AP	06/02/23	0000000	MARTIN BROS.DISTRIBUTING	47.96		06/13/23	
						SNOW CONE SYRUP				
2027		12/23	AP	06/01/23	0000000	MYERS-COX COMPANY	384.14		06/13/23	
						CONCESSIONS ORDER				
2047		12/23	AP	05/30/23	0000000	DIPPIN' DOTS, LLC	1,821.32		06/13/23	
						DIPPIN' DOTS				
						ACCOUNT TOTAL	3,108.85	.00	3,108.85	
101-2253-423.72-44 OPERATING SUPPLIES / EXERCISE EQUIP. REPAIRS										
2050		12/23	AP	04/25/23	0143393	US BANK	35.66		06/08/23	
						AMAZON.COM*HF29B0372 AMZN				
						EXERCISE BALL				
						ACCOUNT TOTAL	35.66	.00	35.66	
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP										
2050		12/23	AP	05/08/23	0143393	US BANK	28.92		06/08/23	
						AMZN MKTP US*7H44962G3				
						HOOKS				
						ACCOUNT TOTAL	28.92	.00	28.92	
101-2253-423.73-18 OTHER SUPPLIES / LIFEGUARD TRAINING SUPP.										
2050		12/23	AP	04/26/23	0143393	US BANK	198.00		06/08/23	
						AMERICAN RED CROSS				
						CPR-PR				

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FUND 101 GENERAL FUND										
101-2253-423.73-18 OTHER SUPPLIES / LIFEGUARD TRAINING SUPP.						continued				
ACCOUNT TOTAL							198.00	.00	198.00	
101-2253-423.73-55 OTHER SUPPLIES / MEDIA										
2050				12/23	AP 05/17/23 0143393	US BANK	1.99		06/08/23	
					FACEBK CNKZ9NFR72	MEDIA				
ACCOUNT TOTAL							1.99	.00	1.99	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
2047				12/23	AP 06/05/23 0000000	IWMC	58.00		06/13/23	
					WATER MANAGEMENT SERVICE					
2027				12/23	AP 05/31/23 0000000	CULLIGAN WATER CONDITIONING	455.52		06/13/23	
					REPAIR WATER SOFTENER					
2027				12/23	AP 05/26/23 0000000	ARAMARK	26.25		06/13/23	
					REC CTR MATS					
2050				12/23	AP 05/11/23 0143393	US BANK	2.69		06/08/23	
					O DONNELL ACE HARDWARE	KAYKRAFTER #64 BRASS				
ACCOUNT TOTAL							542.46	.00	542.46	
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
2047				12/23	AP 06/02/23 0000000	CARRICO AQUATIC RESOURCES INC	670.00		06/13/23	
					2 REPLACEMENT PROBES					
2047				12/23	AP 06/02/23 0000000	MENARDS-CEDAR FALLS	99.96		06/13/23	
					FLOOR SQUEEGEES					
2058				12/23	AP 06/01/23 0000000	PLUMB TECH INC.	4,934.26		06/13/23	
					LR AND ZD HEATER MOTORS					
2027				12/23	AP 05/31/23 0000000	RADIO COMMUNICATIONS CO., INC.	1,435.80		06/13/23	
					4 RADIOS / 4 BUTTONS					
2047				12/23	AP 05/31/23 0000000	CARRICO AQUATIC RESOURCES INC	130.00		06/13/23	
					STRAINER KNOBS					
2027				12/23	AP 05/25/23 0000000	CITY LAUNDERING CO.	79.17		06/13/23	
					FIRST AID RESTOCK	MAY 2023				
2027				12/23	AP 05/25/23 0000000	CARRICO AQUATIC RESOURCES INC	1,312.86		06/13/23	
					CHEM BOOSTER PUMP					
2047				12/23	AP 05/23/23 0000000	SHERWIN-WILLIAMS COMPANY	97.21		06/13/23	
					POOL PAINT					
2027				12/23	AP 05/16/23 0000000	BUILDERS SELECT LLC	17.99		06/13/23	
					FLASHING SCREWS					
2027				12/23	AP 05/10/23 0000000	FASTENAL COMPANY	78.37		06/13/23	
					STAINLESS BOLTS					
2050				12/23	AP 05/10/23 0143393	US BANK	28.69		06/08/23	
					O DONNELL ACE HARDWARE	SPRAY PAINT/BATTERIES				
2027				12/23	AP 05/09/23 0000000	FASTENAL COMPANY	171.50		06/13/23	
					STAINLESS BOLTS					

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FUND 101 GENERAL FUND										
101-2253-423.86-31						REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.				continued
2050		12/23 AP		05/08/23	0143393	US BANK	17.86		06/08/23	
						FASTENAL COMPANY 01IAWAT				
2050		12/23 AP		05/04/23	0143393	US BANK	21.38		06/08/23	
						O DONNELL ACE HARDWARE				
						POWER SPRAYER NOZZLE				
						ACCOUNT TOTAL	9,095.05	.00	9,095.05	
101-2253-423.87-04 RENTALS / CF SCHOOL FACILITIES										
2027		12/23 AP		04/01/23	0000000	CEDAR FALLS COMMUNITY SCHOOLS	15,000.00		06/13/23	
						FACILITY USAGE 2022-2023				
						ACCOUNT TOTAL	15,000.00	.00	15,000.00	
101-2253-423.89-06 MISCELLANEOUS SERVICES / INDOOR POOL OPERATIONS										
2027		12/23 AP		04/01/23	0000000	CEDAR FALLS COMMUNITY SCHOOLS	15,000.00		06/13/23	
						POOL USAGE 2022-2023				
						ACCOUNT TOTAL	15,000.00	.00	15,000.00	
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES										
2050		12/23 AP		05/05/23	0143393	US BANK		49.25	06/08/23	
						WM SUPERCENTER #753				
2050		12/23 AP		05/04/23	0143393	US BANK	49.25		06/08/23	
						WAL-MART #0753				
						POTS, MARKERS, TAPE				
						ACCOUNT TOTAL	49.25	49.25	.00	
101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES										
1995		12/23 AP		06/01/23	0000000	O'DONNELL ACE HARDWARE	51.67		06/13/23	
						PRUNER, HAND WEEDER				
1995		12/23 AP		05/24/23	0000000	O'DONNELL ACE HARDWARE	62.36		06/13/23	
						RAKE, PRUNER, TOTE				
						ACCOUNT TOTAL	114.03	.00	114.03	
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.										
1995		12/23 AP		05/15/23	0000000	SANDEE'S	29.50		06/13/23	
						STAFF NAMETAGS				
						ACCOUNT TOTAL	29.50	.00	29.50	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1995		12/23 AP		06/13/23	0000000	SORENSEN, NICK	150.00		06/13/23	

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FUND 101 GENERAL FUND									
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES						continued			
				12/23 AP 06/08/23	PERFORMANCE ON 7-16-23 ARTISANS IN THE GARDEN				
1995				12/23 AP 06/08/23 0000000	DRAKE, JANET	100.00			06/13/23
				12/23 AP 06/07/23	QUILTING ACTIVITY 7/16/23 ARTISANS IN THE GARDEN				
1995				12/23 AP 06/07/23 0000000	STABLE CREATIVE SERVICES, LLC	400.00			06/13/23
				12/23 AP 06/06/23	OUTDOOR CONCERT - 6/22/23 MIKE STAEBELL				
1995				12/23 AP 06/06/23 0000000	NORTHEAST IOWA WEAVERS & SPIN	100.00			06/13/23
				12/23 AP 05/26/23	WEAVING DEMONSTRATION ARTISANS ON 7/16/23				
1995				12/23 AP 05/26/23 0000000	ARAMARK	13.74			06/13/23
				12/23 AP 05/25/23	MAT SERVICE CITY LAUNDERING CO.				
1995				12/23 AP 05/25/23 0000000	CITY LAUNDERING CO.	88.65			06/13/23
				12/23 AP 03/03/23	FIRST AID KIT RESTOCK ARAMARK				
1995				12/23 AP 03/03/23 0000000	ARAMARK	13.74			06/13/23
					MAT SERVICE				
					ACCOUNT TOTAL	866.13	.00	866.13	
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION									
1995				12/23 AP 05/30/23 0000000	SIGNS & DESIGNS, INC.	75.00			06/13/23
				12/23 AP 05/12/23	FIRST FIFTY 2023 VINYL US BANK				
2050				12/23 AP 05/12/23 0143393	CUSTOMINK LLC INSTRUCTOR PRINTED TEES	346.90			06/08/23
					ACCOUNT TOTAL	421.90	.00	421.90	
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS									
2050				12/23 AP 05/17/23 0143393	US BANK	110.00			06/08/23
				12/23 AP 05/05/23	BUSY BEAVER BUTTON CO. PRIDE MONTH BUTTONS				
2050				12/23 AP 05/05/23 0143393	US BANK		2.51		06/08/23
				12/23 AP 05/04/23	DNH*GODADDY.COM REFUND - TAX CREDIT				
2050				12/23 AP 05/04/23 0143393	US BANK	288.00			06/08/23
				12/23 AP 05/03/23	WIX.COM 1053429565 1 YR SUBSCRIPTION WIX				
2050				12/23 AP 05/03/23 0143393	US BANK	55.00			06/08/23
				12/23 AP 05/03/23	BUSY BEAVER BUTTON CO. PRIDE MONTH BUTTONS				
2050				12/23 AP 05/03/23 0143393	US BANK	39.93			06/08/23
				12/23 AP 05/03/23	FACEBK N4GAEPBZN2 SPRING CLASSES ADS				
2050				12/23 AP 05/03/23 0143393	US BANK	38.39			06/08/23
				12/23 AP 04/21/23	DNH*GODADDY.COM EMAIL NEWSLETTER-1 YR				
2050				12/23 AP 04/21/23 0143393	US BANK	78.18			06/08/23
					FACEBK JZDTPKYN2 SPRING 2023 EDUCATION ADS				
					ACCOUNT TOTAL	609.50	2.51	606.99	
101-2280-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
2050				12/23 AP 05/17/23 0143393	US BANK	100.00			06/08/23
					MIDWEST ART CONS CTR MACC MEMBERSHIP RENEWAL				
					ACCOUNT TOTAL	100.00	.00	100.00	

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FUND 101 GENERAL FUND									
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
1995		12/23 AP		06/13/23	0000000 JONES, ACE	350.00		06/13/23	
					PERFORMANCE ON 7-13-23 PARTY ON THE PATIO				
1995		12/23 AP		06/06/23	0000000 GUSE, CARTER	350.00		06/13/23	
					PARTY ON THE PATIO 7/6/23				
1995		12/23 AP		06/06/23	0000000 MYERS, BRADLEY	600.00		06/13/23	
					OUTDOOR CONCERT ON 8/3/23 W/ FRIENDS ANNUAL MEETING				
					ACCOUNT TOTAL	1,300.00	.00	1,300.00	
101-2280-423.93-01 EQUIPMENT / EQUIPMENT									
2050		12/23 AP		05/08/23	0143393 US BANK	12.98		06/08/23	
					AMZN MKTP US*BF0XI37G3 CHARGING ADAPTER				
2050		12/23 AP		04/27/23	0143393 US BANK	25.98		06/08/23	
					AMZN MKTP US*HF7ED0HO2 USB-C TO HDMI ADAPTER				
					ACCOUNT TOTAL	38.96	.00	38.96	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2036		12/23 AP		05/17/23	0000000 STOREY KENWORTHY	9.70		06/13/23	
					#9 WINDOW ENVELOPES				
					ACCOUNT TOTAL	9.70	.00	9.70	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY									
2069		12/23 AP		05/26/23	0000000 ARAMARK	24.60		06/13/23	
					TOWELS/MATS-PSS BUILDING				
2069		12/23 AP		05/26/23	0000000 ARAMARK	7.25		06/13/23	
					TOWELS-STATION #2				
					ACCOUNT TOTAL	31.85	.00	31.85	
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES									
2069		12/23 AP		05/25/23	0000000 FASTENAL COMPANY	17.20		06/13/23	
					TOOLS FOR #501				
2050		12/23 AP		05/19/23	0143393 US BANK	124.00		06/08/23	
					CARDIO PARTNERS INC AED SMART PADS				
2069		12/23 AP		05/01/23	0000000 OUTDOOR & MORE	152.00		06/13/23	
					16 PREMIX FUEL 32OZ SMALL ENGINE RESCUE EQUIP				
					ACCOUNT TOTAL	293.20	.00	293.20	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
2050		12/23 AP		05/02/23	0143393 US BANK	213.70		06/08/23	
					AMZN MKTP US*HM6JW7XR1 5 FIRE GEAR BAGS				

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FUND 101 GENERAL FUND											
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT							continued				
ACCOUNT TOTAL							213.70	.00	213.70		
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES											
2069		12/23	AP	05/11/23	0000000	OUTDOOR & MORE PROPANE	42.00			06/13/23	
ACCOUNT TOTAL							42.00	.00	42.00		
101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
2053		12/23	AP	05/30/23	0000000	MCKENNA MCNELLY PHOTOGRAPHY PROF. PHOTO-K.YATES;FIRE	45.00			06/13/23	
ACCOUNT TOTAL							45.00	.00	45.00		
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
2050		12/23	AP	05/09/23	0143393	US BANK	47.44			06/08/23	
CASEYS #3045 MEALS-FIRE @ COMPOST SITE											
2050		12/23	AP	05/08/23	0143393	US BANK	119.97			06/08/23	
SUBWAY 23093 MEALS-FIRE @ COMPOST SITE											
2050		12/23	AP	05/01/23	0143393	US BANK	31.41			06/08/23	
LOUGHMILLERS PUB & EATERY MEALS-FDIC CONF-4/25-4/29											
2050		12/23	AP	05/01/23	0143393	US BANK	28.61			06/08/23	
MARATHON PETRO161109 FUEL-FDIC CONF.-4/25-4/29											
2050		12/23	AP	05/01/23	0143393	US BANK	41.77			06/08/23	
LOVE'S #685 FUEL-FDIC CONF.-4/25-4/29											
2050		12/23	AP	05/01/23	0143393	US BANK	28.74			06/08/23	
STORE MEALS-FDIC CONF-4/25-4/29											
2050		12/23	AP	05/01/23	0143393	US BANK	43.60			06/08/23	
KILROY'S INDY MEALS-FDIC CONF-4/25-4/29											
2050		12/23	AP	05/01/23	0143393	US BANK	496.80			06/08/23	
BAYMONT INN HOTEL-FDIC CONF.-LADAGE											
2050		12/23	AP	05/01/23	0143393	US BANK	496.80			06/08/23	
BAYMONT INN HOTEL-FDIC CONF.-J.GETZ											
2050		12/23	AP	04/28/23	0143393	US BANK	40.97			06/08/23	
TST* BRU PLAINFIELD MEALS-FDIC CONF-4/25-4/29											
2050		12/23	AP	04/27/23	0143393	US BANK	45.87			06/08/23	
BP#8832875GETGO #7537 FUEL-FDIC CONF.-4/25-4/29											
2050		12/23	AP	04/27/23	0143393	US BANK	33.10			06/08/23	
PRONTA PIZZERIA LLC MEALS-FDIC CONF-4/25-4/29											
2050		12/23	AP	04/26/23	0143393	US BANK	31.25			06/08/23	
TST* NIGH BREWING COMPANY MEALS-FDIC CONF-4/25-4/29											
2050		12/23	AP	04/26/23	0143393	US BANK	27.35			06/08/23	
SUBWAY 5982 MEALS-FDIC CONF-4/25-4/29											
2050		12/23	AP	04/26/23	0143393	US BANK	56.00			06/08/23	
SQ *GT PARKING INC PRKG.-FDIC CONF-4/25-4/29											

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FUND 101 GENERAL FUND								
101-4511-414.83-05					TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
2050		12/23 AP		04/26/23	0143393 US BANK	43.94		06/08/23
					LOVE'S #685 FUEL-FDIC CONF.-4/25-4/29			
2050		12/23 AP		04/21/23	0143393 US BANK	246.10		06/08/23
					JIMMY JOHNS - 0601 - MOTO MEALS-HAZMAT TRNG.-BLUE			
					ACCOUNT TOTAL	1,859.72	.00	1,859.72
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
2069		12/23 AP		05/30/23	0000000 FIRE SERVICE TRNG. BUREAU	50.00		06/13/23
					CERT. FEES;RICHTER-FF2			
2050		12/23 AP		05/19/23	0143393 US BANK	204.00		06/08/23
					UIOWA ONLINE PAYMENTS BLS HEALTHCARE CARDS-24			
2069		12/23 AP		05/17/23	0000000 FIRE SERVICE TRNG. BUREAU	100.00		06/13/23
					CERT.FEES;PULS-FF1/HAZMAT			
2050		12/23 AP		05/08/23	0143393 US BANK	80.00		06/08/23
					DPH REGULATORY PROGRAMS EMT CERT.FEE-T.ADELMUND			
2050		12/23 AP		05/04/23	0143393 US BANK	80.00		06/08/23
					DPH REGULATORY PROGRAMS EMT CERT.FEE-K.HERNANDEZ			
					ACCOUNT TOTAL	514.00	.00	514.00
101-4511-414.86-50 REPAIR & MAINTENANCE / SERVICE CONTRACTS								
2069		12/23 AP		06/05/23	0000000 MIDWEST BREATHING AIR L.L.C.	598.45		06/13/23
					QTRLY. AIR TEST;REPAIRS 4600 S. MAIN STREET			
					ACCOUNT TOTAL	598.45	.00	598.45
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE								
2069		12/23 AP		05/30/23	0000000 GALLS, LLC	115.35		06/13/23
					FIRE UNIFORM-GETZ BOOTS			
					ACCOUNT TOTAL	115.35	.00	115.35
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
2053		12/23 AP		05/25/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	387.25		06/13/23
					COPY PAPER;PENS;SHEET PRO			
2036		12/23 AP		05/17/23	0000000 STOREY KENWORTHY	9.70		06/13/23
					#9 WINDOW ENVELOPES			
					ACCOUNT TOTAL	396.95	.00	396.95
101-5521-415.71-05 OFFICE SUPPLIES / ADVERTISING								
2053		12/23 AP		05/31/23	0000000 WATERLOO TOWNSQUARE MEDIA	90.00		06/13/23
					KKHQ PSO RECRUITMENT ADS 5/01/2023-5/02/2023			

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FUND 101 GENERAL FUND										
101-5521-415.71-05 OFFICE SUPPLIES / ADVERTISING						continued				
2053		12/23 AP		04/30/23	0000000	WATERLOO TOWNSQUARE MEDIA	1,260.00			06/13/23
						KKHQ PSO RECRUITMENT ADS				
						4/3/23 - 4/30/23				
2053		12/23 AP		04/30/23	0000000	WATERLOO TOWNSQUARE MEDIA	2,180.00			06/13/23
						QUAD CITIES AREA PSO ADS				
						4/1/23 - 4/21/23				
						ACCOUNT TOTAL	3,530.00	.00		3,530.00
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2053		12/23 AP		06/06/23	0000000	SIGNS BY TOMORROW	481.25			06/13/23
						2023 FIREWORKS SIGNAGE				
						25 SIGNS;36" X 24"				
2053		12/23 AP		06/01/23	0000000	THOMSON REUTERS - WEST	299.93			06/13/23
						INVESTIGATIVE SOFTWARE				
						05/01/23-05/31/23				
2053		12/23 AP		05/27/23	0000000	RASMUSSEN CO., THE	100.00			06/13/23
						TOW; CFPD CASE #23044175				
						TOY CAMRY-MOVE 4 FRMR MKT				
2053		12/23 AP		05/27/23	0000000	RASMUSSEN CO., THE	100.00			06/13/23
						TOW; CFPD CASE #23044175				
						CHEV EQUI-MOVE 4 FRMR MKT				
2069		12/23 AP		05/26/23	0000000	ARAMARK	18.61			06/13/23
						MATS-PSS BUILDING				
2053		12/23 AP		05/24/23	0000000	CAN-AM AUTOMOTIVE & TOWING	150.00			06/13/23
						TOW; CFPD #23-043179				
						RECOVERED STOLEN IN WTLOO				
2053		12/23 AP		05/10/23	0000000	RASMUSSEN CO., THE	100.00			06/13/23
						TOW; CFPD CASE #23039223				
						GMC UHAUL ARIZ PLATES				
2050		12/23 AP		05/03/23	0143393	US BANK	83.60			06/08/23
						FILMTOOLS				
						200 DVD CASES				
						ACCOUNT TOTAL	1,333.39	.00		1,333.39
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT										
2050		12/23 AP		04/27/23	0143393	US BANK	277.92			06/08/23
						SIRCHIE ACQUISITION COMPA				
						EVIDENCE BOXES/TRANS.TUBE				
						ACCOUNT TOTAL	277.92	.00		277.92
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
2053		12/23 AP		05/25/23	0000000	ENTENMANN-ROVIN CO.	1,117.20			06/13/23
						11 OFFICER HATS W/ BADGES				
2053		12/23 AP		05/23/23	0000000	IOWA SPORTS SUPPLY, INC.	135.00			06/13/23
						2 BADGE SERVICE PLAQUES				
						GRIFFIN;ABBOTT				
2053		12/23 AP		05/10/23	0000000	WERTJES UNIFORMS	44.99			06/13/23
						UNIFORM ALLOWANCE-REA				
						INNER BELT				
2053		12/23 AP		04/28/23	0000000	WERTJES UNIFORMS	833.74			06/13/23
						UNIFORM-T.TAYLOR				
						'NEW HIRE' PATROL EQUIP				
2053		12/23 AP		04/28/23	0000000	WERTJES UNIFORMS	198.35			06/13/23
						UNIFORM-T.TAYLOR				
						'NEW HIRE' PATROL EQUIP				
						ACCOUNT TOTAL	2,329.28	.00		2,329.28

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FUND 101 GENERAL FUND										
101-5521-415.72-24 OPERATING SUPPLIES / AMMUNITION										
2053		12/23	AP	03/28/23	0000000	KIESLER'S POLICE SUPPLY, INC. REMINGTON .223REM AMMO 25 CASES	3,549.00		06/13/23	
ACCOUNT TOTAL							3,549.00	.00	3,549.00	
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2053		12/23	AP	05/30/23	0000000	MCKENNA MCNELLY PHOTOGRAPHY	65.00		06/13/23	
2053		12/23	AP	05/15/23	0000000	PROF.PHOTO-K.YATES;POLICE			06/13/23	
2053		12/23	AP	05/15/23	0000000	NET TRANSCRIPTS, INC. TRANSCRIPTION SERVICES CASE #23019772	193.18		06/13/23	
2053		12/23	AP	05/15/23	0000000	NET TRANSCRIPTS, INC. TRANSCRIPTION SERVICES CASE #21-078971	153.38		06/13/23	
ACCOUNT TOTAL							411.56	.00	411.56	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2050		12/23	AP	05/22/23	0143393	US BANK	210.26		06/08/23	
2050		12/23	AP	05/17/23	0143393	JIMMY JOHNS - 0601 - MOTO MEALS-FIREARMS TRAINING	221.49		06/08/23	
2050		12/23	AP	05/15/23	0143393	US BANK	1,705.04		06/08/23	
2050		12/23	AP	05/12/23	0143393	HILTON ADVPURCH8002367113 HOTEL-IACP CONF.-BERTE	588.40		06/08/23	
2050		12/23	AP	05/08/23	0143393	AMERICAN AIR0012392968705 TRVL.-'23 IACP CONF.-BERTE	41.21		06/08/23	
2050		12/23	AP	05/08/23	0143393	US BANK	45.24		06/08/23	
2050		12/23	AP	05/08/23	0143393	FREDDY'S 50-0002 MEALS-CRISIS TRNG-5/1-5/5	61.64		06/08/23	
2050		12/23	AP	05/08/23	0143393	US BANK	45.24		06/08/23	
2050		12/23	AP	05/04/23	0143393	SUBWAY 7754 MEALS-CRISIS TRNG-5/1-5/5	61.64		06/08/23	
2050		12/23	AP	05/04/23	0143393	US BANK	51.27		06/08/23	
2050		12/23	AP	05/04/23	0143393	CHILITOS MEXICAN BAR & GR MEALS-CRISIS TRNG-5/1-5/5	51.27		06/08/23	
2050		12/23	AP	05/03/23	0143393	US BANK	35.85		06/08/23	
2050		12/23	AP	05/03/23	0143393	CHICK-FIL-A #03679 MEALS-CRISIS TRNG-5/1-5/5	35.85		06/08/23	
2050		12/23	AP	04/28/23	0143393	US BANK	930.00		06/08/23	
2050		12/23	AP	04/28/23	0143393	PANCHEROS MEXICAN GRIL HOTEL-RIFLE INST. CERT.	930.00		06/08/23	
ACCOUNT TOTAL							3,890.40	.00	3,890.40	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2050		12/23	AP	05/15/23	0143393	US BANK	500.00		06/08/23	
2050		12/23	AP	05/08/23	0143393	IACP REG:IACP ANN.CONF.-BERTE	51.99		06/08/23	
2050		12/23	AP	05/08/23	0143393	US BANK	51.99		06/08/23	
2050		12/23	AP	04/21/23	0143393	IOWA PRISON INDUSTRIES POLO SHIRT-FIREARMS INST.	749.00		06/08/23	
2050		12/23	AP	04/21/23	0143393	US BANK	749.00		06/08/23	
ACCOUNT TOTAL							1,052.98	.00	1,052.98	

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FUND 101 GENERAL FUND								
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued		
ACCOUNT TOTAL						1,300.99	.00	1,300.99
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE								
2053		12/23	AP	05/24/23	0000000 WERTJES UNIFORMS	122.98		06/13/23
					UNIFIRM ALLWNCE-JOHANNSEN 2 POLOS W NAME & PATCHES			
2053		12/23	AP	05/15/23	0000000 WERTJES UNIFORMS	33.80		06/13/23
					UNIFORM ALLOWANCE-KRUEGER NAME-SERVING SINCE PIN			
2053		12/23	AP	05/10/23	0000000 WERTJES UNIFORMS	166.95		06/13/23
					UNIFORM ALLOWANCE-REA BOOTS;GLOVES			
2053		12/23	AP	04/28/23	0000000 WERTJES UNIFORMS	970.04		06/13/23
					UNIFORM-T.TAYLOR 'NEW HIRE' PATROL UNIFORM			
2053		12/23	AP	04/28/23	0000000 WERTJES UNIFORMS	76.90		06/13/23
					UNIFORM-T.TAYLOR 'NEW HIRE' PATROL UNIFRM			
2053		12/23	AP	04/04/23	0000000 WERTJES UNIFORMS	351.00		06/13/23
					UNIFORM ALLOWANCE-DANILSO BOOTS;PANTS			
ACCOUNT TOTAL						1,721.67	.00	1,721.67
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
2052		12/23	AP	04/30/23	0000000 NAPA AUTO PARTS	302.74		06/13/23
					NAPA AUTO PARTS			
ACCOUNT TOTAL						302.74	.00	302.74
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
2057		12/23	AP	06/23/23	0000000 CHRISTIE DOOR COMPANY	40.00		06/13/23
					OVERHEAD DOOR REMOTES			
PROJECT#:					062511			
2052		12/23	AP	06/02/23	0000000 JOHNSTONE SUPPLY OF WATERLOO	405.72		06/13/23
					HVAC FILTERS			
PROJECT#:					062511			
2057		12/23	AP	06/01/23	0000000 O'DONNELL ACE HARDWARE	5.98		06/13/23
					PICTURE HANGERS			
PROJECT#:					062501			
2052		12/23	AP	05/31/23	0000000 CULLIGAN WATER CONDITIONING	23.25		06/13/23
					BOTTLE WATER FOR CEMETERY			
2052		12/23	AP	05/31/23	0000000 ECHO GROUP, INC.	310.80		06/13/23
					LIGHT BULBS			
PROJECT#:					062503			
2052		12/23	AP	05/31/23	0000000 ECHO GROUP, INC.	264.80		06/13/23
					LIGHT BULBS			
PROJECT#:					062503			
2052		12/23	AP	05/24/23	0000000 JOHNSTONE SUPPLY OF WATERLOO	576.00		06/13/23
					HVAC FILTERS			
PROJECT#:					062503			

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FUND 101 GENERAL FUND									
101-6616-446.72-01	OPERATING SUPPLIES / OPERATING SUPPLIES continued								
2052		12/23	AP	05/24/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	614.70		06/13/23	
		TISSUE, TOWELS, SOAP							
	PROJECT#:	062507							
2052		12/23	AP	05/24/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	122.78		06/13/23	
		PAPER CUPS, WATER COOLER							
	PROJECT#:	062506							
2052		12/23	AP	05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	102.90		06/13/23	
		TOWELS, SOAP, CLEANER							
	PROJECT#:	062506							
2052		12/23	AP	05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	582.06		06/13/23	
		LINERS, TISSUE, SOAP, AIR FRESHNER							
	PROJECT#:	062514							
2052		12/23	AP	05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	138.00		06/13/23	
		GLOVES							
	PROJECT#:	062514							
1983		12/23	AP	05/22/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	169.95		06/13/23	
		SOAP							
	PROJECT#:	062507							
2052		12/23	AP	05/19/23	0000000 ECHO GROUP, INC.	233.10		06/13/23	
		LIGHT BULBS							
	PROJECT#:	062503							
1983		12/23	AP	05/18/23	0000000 ECHO GROUP, INC.	77.70		06/13/23	
		LIGHT BULBS							
	PROJECT#:	062503							
2050		12/23	AP	05/12/23	0143393 US BANK		45.00	06/08/23	
		AMZN MKTP US CREDIT FOR DOOR STOP							
	PROJECT#:	062506							
2050		12/23	AP	05/08/23	0143393 US BANK	26.10		06/08/23	
		AMAZON.COM*T10H293I3 AMZN HOSEHANGER DAMAGED BY							
	PROJECT#:	062507							
2050		12/23	AP	05/03/23	0143393 US BANK	322.41		06/08/23	
		AMERICAN FLAGS EXPRESS AMERICAN FLAGS							
	PROJECT#:	062506							
2050		12/23	AP	05/02/23	0143393 US BANK	45.00		06/08/23	
		AMZN MKTP US*HM6Y03PD1 DOOR WEDGE							
	PROJECT#:	062506							
2052		12/23	AP	04/30/23	0000000 NAPA AUTO PARTS	1,632.06		06/13/23	
		NAPA AUTO PARTS							
2057		12/23	AP	02/24/23	0000000 O'DONNELL ACE HARDWARE	29.37		06/13/23	
		GLUE AND TAPE							
	PROJECT#:	062501							
ACCOUNT TOTAL						5,722.68	45.00	5,677.68	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
2057		12/23	AP	06/02/23	0000000 ECHO GROUP, INC.	207.80		06/13/23	
		EMERGENCY LIGHT BATTERIES							
	PROJECT#:	062506							

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FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
2057		12/23	AP	05/26/23	0000000	O'DONNELL ACE HARDWARE	13.38		06/13/23	
						ELECTRICAL OUTLET				
						PROJECT#: 062503				
1983		12/23	AP	05/23/23	0000000	O'DONNELL ACE HARDWARE	11.38		06/13/23	
						ELECTRICAL CONNECTORS				
						PROJECT#: 062514				
2057		12/23	AP	05/22/23	0000000	PLUMB TECH INC.	567.81		06/13/23	
						HVAC REPAIR				
						PROJECT#: 062506				
1983		12/23	AP	05/19/23	0000000	MENARDS-CEDAR FALLS	107.94		06/13/23	
						SHOWER HEADS				
						PROJECT#: 062514				
2050		12/23	AP	04/25/23	0143393	US BANK	63.67		06/08/23	
						THE CHICAGO FAUCET SHOPPE				
						PROJECT#: 062511				
2050		12/23	AP	04/21/23	0143393	US BANK	115.30		06/08/23	
						AMZN MKTP US*HV71G2QU2				
						PROJECT#: 062506				
2050		12/23	AP	04/21/23	0143393	US BANK	30.17		06/08/23	
						HANKS SPECIALTIES INC				
						PROJECT#: 062501				
2057		12/23	AP	03/31/23	0000000	O'DONNELL ACE HARDWARE	23.99		06/13/23	
						THERMOSTAT				
						PROJECT#: 062506				
2057		12/23	AP	02/16/23	0000000	O'DONNELL ACE HARDWARE	22.55		06/13/23	
						FELT PADS				
						PROJECT#: 062501				
						ACCOUNT TOTAL	1,163.99	.00	1,163.99	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
2057		12/23	AP	06/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	49.19		06/13/23	
						PEST CONTROL				
						PROJECT#: 062511				
2057		12/23	AP	06/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	24.96		06/13/23	
						PEST CONTROL				
						PROJECT#: 062508				
2057		12/23	AP	06/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	77.50		06/13/23	
						PEST CONTROL				
						PROJECT#: 062514				
2057		12/23	AP	06/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	26.75		06/13/23	
						PEST CONTROL				
						PROJECT#: 062504				
2057		12/23	AP	06/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	16.05		06/13/23	
						PEST CONTROL				
						PROJECT#: 062510				
2057		12/23	AP	06/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	85.60		06/13/23	
						PEST CONTROL				

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FUND 101 GENERAL FUND									
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued			
PROJECT#: 062515									
2057		12/23 AP		06/01/23	0000000 PLUNKETT'S PEST CONTROL, INC	180.31			06/13/23
PEST CONTROL									
PROJECT#: 062506									
2057		12/23 AP		06/01/23	0000000 PLUNKETT'S PEST CONTROL, INC	16.05			06/13/23
PEST CONTROL									
PROJECT#: 062510									
2057		12/23 AP		05/05/23	0000000 PLUNKETT'S PEST CONTROL, INC	72.50			06/13/23
PEST CONTROL									
PROJECT#: 062503									
ACCOUNT TOTAL						548.91	0.00	548.91	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
2057		12/23 AP		06/02/23	0000000 BLACKHAWK SPRINKLERS, INC.	797.40			06/13/23
FIRE SPRINKLER INSPECTION 2200 TECHNOLOGY PKWY									
PROJECT#: 062506									
2057		12/23 AP		06/02/23	0000000 BLACKHAWK SPRINKLERS, INC.	797.40			06/13/23
FIRE SPRINKLER INSPECTION 108 BLUEBELL RD									
PROJECT#: 062511									
2052		12/23 AP		06/01/23	0000000 FRESH START CLEANING SOLUTION	4,500.00			06/13/23
JANITORIAL SERVICES									
PROJECT#: 062501									
2052		12/23 AP		06/01/23	0000000 FRESH START CLEANING SOLUTION	700.00			06/13/23
JANITORIAL SERVICES									
PROJECT#: 062509									
2052		12/23 AP		06/01/23	0000000 FRESH START CLEANING SOLUTION	7,763.00			06/13/23
JANITORIAL SERVICES									
PROJECT#: 062507									
2052		12/23 AP		06/01/23	0000000 FRESH START CLEANING SOLUTION	3,165.00			06/13/23
JANITORIAL SERVICES									
PROJECT#: 062511									
2052		12/23 AP		06/01/23	0000000 FRESH START CLEANING SOLUTION	770.00			06/13/23
JANITORIAL SERVICES									
PROJECT#: 062508									
2052		12/23 AP		06/01/23	0000000 FRESH START CLEANING SOLUTION	3,300.00			06/13/23
JANITORIAL SERVICES									
PROJECT#: 062503									
2052		12/23 AP		06/01/23	0000000 FRESH START CLEANING SOLUTION	1,865.00			06/13/23
JANITORIAL SERVICES									
PROJECT#: 062506									
2052		12/23 AP		06/01/23	0000000 FRESH START CLEANING SOLUTION	1,500.00			06/13/23
JANITORIAL SERVICES									
PROJECT#: 062505									
2052		12/23 AP		06/01/23	0000000 FRESH START CLEANING SOLUTION	300.00			06/13/23
JANITORIAL SERVICES									
PROJECT#: 062515									
2057		12/23 AP		05/31/23	0000000 MILLER WINDOW SERVICE	370.00			06/13/23

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FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
WINDOW CLEANING										
PROJECT#:		062506								
2057		12/23	AP	05/31/23	0000000	MILLER WINDOW SERVICE	865.00		06/13/23	
WINDOW CLEANING										
PROJECT#:		062509								
2057		12/23	AP	05/31/23	0000000	MILLER WINDOW SERVICE	159.00		06/13/23	
WINDOW CLEANING										
PROJECT#:		062505								
2057		12/23	AP	05/31/23	0000000	MILLER WINDOW SERVICE	1,380.00		06/13/23	
WINDOW CLEANING										
PROJECT#:		062501								
2057		12/23	AP	05/31/23	0000000	MILLER WINDOW SERVICE	760.00		06/13/23	
WINDOW CLEANING										
PROJECT#:		062503								
2057		12/23	AP	05/31/23	0000000	MILLER WINDOW SERVICE	420.00		06/13/23	
WINDOW CLEANING										
PROJECT#:		062507								
2057		12/23	AP	05/31/23	0000000	MILLER WINDOW SERVICE	1,100.00		06/13/23	
WINDOW CLEANING										
PROJECT#:		062511								
2057		12/23	AP	05/31/23	0000000	MILLER WINDOW SERVICE	135.00		06/13/23	
WINDOW CLEANING										
PROJECT#:		062515								
2052		12/23	AP	05/26/23	0000000	ARAMARK	31.35		06/13/23	
MAT SERVICE										
PROJECT#:		062501								
2070		12/23	AP	05/26/23	0000000	ARAMARK	48.45		06/13/23	
MAT SERVICE										
PROJECT#:		062506								
2057		12/23	AP	05/24/23	0000000	IA.DIV.LABOR-BOILER/ELEVATOR	75.00		06/13/23	
ELEVATOR PERMIT										
PROJECT#:		062503								
2040		12/23	AP	05/18/23	0000000	WILDAN ENERGY SOLUTIONS	1,200.00		06/13/23	
ENERGY BENCHMARKING										
7/1/23-6/30/24										
PROJECT#:		062506								
2052		12/23	AP	05/17/23	0000000	AIRE SERV.OF THE CEDAR VALLEY	324.50		06/13/23	
HVAC REPAIR										
PROJECT#:		062505								
2057		12/23	AP	02/01/23	0000000	TK ELEVATOR CORPORATION	157.44		06/13/23	
ELEVATOR SERVICE CONTRACT										
PROJECT#:		062501								
2057		12/23	AP	02/01/23	0000000	TK ELEVATOR CORPORATION	157.44		06/13/23	
ELEVATOR SERVICE CONTRACT										
PROJECT#:		062503								
2057		12/23	AP	02/01/23	0000000	TK ELEVATOR CORPORATION	157.44		06/13/23	
ELEVATOR SERVICE CONTRACT										
PROJECT#:		062505								
2057		12/23	AP	02/01/23	0000000	TK ELEVATOR CORPORATION	157.47		06/13/23	
ELEVATOR SERVICE CONTRACT										

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FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
PROJECT#: 062511									
2052		12/23 AP		12/06/22	0000000 ARAMARK		18.30		06/13/23
MAT SERVICE CREDIT									
ACCOUNT TOTAL						32,955.89	18.30	32,937.59	
101-6616-446.93-01 EQUIPMENT / EQUIPMENT									
2057		12/23 AP		05/31/23	0000000 CORY'S PAINTING, L.L.C.	764.67			06/13/23
FRONT DOOR REFINISHING CIPI63 HEARST									
PROJECT#: 062505									
ACCOUNT TOTAL						764.67	.00	764.67	
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2040		12/23 AP		05/31/23	0000000 TESTAMERICA LABORATORIES, INC	21.00			06/13/23
PHEASANT WATER TEST									
2040		12/23 AP		05/19/23	0000000 OLESON SOD COMPANY		30.00		06/13/23
GRAVE SOD PALLETS									
2040		12/23 AP		05/17/23	0000000 OLESON SOD COMPANY	230.00			06/13/23
GRAVE SOD									
2040		12/23 AP		05/17/23	0000000 OLESON SOD COMPANY		60.00		06/13/23
GRAVE SOD PALLETS									
ACCOUNT TOTAL						251.00	90.00	161.00	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2015		12/23 AP		05/22/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	8.87			06/13/23
11X17 COPY PAPER									
2036		12/23 AP		05/17/23	0000000 STOREY KENWORTHY	24.25			06/13/23
#9 WINDOW ENVELOPES									
2015		12/23 AP		05/09/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	19.67			06/13/23
BATTERIES,HILITERS, WHITE OUT,STAPLES,POST ITS,PENS									
ACCOUNT TOTAL						52.79	.00	52.79	
101-6625-432.72-18 OPERATING SUPPLIES / SURVEYING									
2001		12/23 AP		05/23/23	0000000 UBBEN BUILDING SUPPLY, INC.	1,105.86			06/13/23
LATH,1X4,NAILS,PAINT SURVEYING									
ACCOUNT TOTAL						1,105.86	.00	1,105.86	
101-6625-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2050		12/23 AP		05/03/23	0143393 US BANK	306.54			06/08/23
8883084415* WESTDESMOI ACEC BANQUET-C SCHRAGE									

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FUND 101 GENERAL FUND									
101-6625-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) . continued									
2050				12/23 AP 05/03/23	0143393 US BANK	306.54		06/08/23	
				8883084415*	WESTDESMOI ACEC BANQUET-BEN CLAYPOOL				
ACCOUNT TOTAL						613.08	.00	613.08	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2057				12/23 AP 06/06/23	0000000 O'DONNELL ACE HARDWARE	9.99		06/13/23	
					FAUCET AT LITTLE RED SCH HOUSE				
2070				12/23 AP 06/06/23	0000000 O'DONNELL ACE HARDWARE	36.68		06/13/23	
					PARK INSECT SPRAY LITTLE RED SCHOOL HOUSE				
2057				12/23 AP 06/02/23	0000000 O'DONNELL ACE HARDWARE	27.38		06/13/23	
					PARKS SUPPLY-CLEANER				
2040				12/23 AP 05/26/23	0000000 WAPSIE PINES LAWN CARE/LANDSC	1,289.97		06/13/23	
					TREES AND POTS				
2026				12/23 AP 05/25/23	0000000 O'DONNELL ACE HARDWARE	22.38		06/13/23	
					GRAFFITI REMOVING SUPPLIE				
2026				12/23 AP 05/24/23	0000000 O'DONNELL ACE HARDWARE	26.67		06/13/23	
					GRAFFITI REMOVING SUPPLIE				
2050				12/23 AP 05/22/23	0143393 US BANK	242.86		06/08/23	
					SPRINKLER WAREHOUSE IRRIGATION PARTS				
2040				12/23 AP 05/19/23	0000000 D & G METAL WORKS, INC.	700.00		06/13/23	
					BEACH HOUSE GUTTER REPAIR				
2040				12/23 AP 05/18/23	0000000 MENARDS-CEDAR FALLS	169.74		06/13/23	
					SOAKER HOSE/BULB PLANTER TILE TAPE				
1983				12/23 AP 05/17/23	0000000 ZIMCO SUPPLY CO.	349.30		06/13/23	
					LAWN CHEMICAL				
2040				12/23 AP 05/17/23	0000000 WAPSIE PINES LAWN CARE/LANDSC	127.35		06/13/23	
					PLANTS-HEARST CENTER				
2040				12/23 AP 05/12/23	0000000 BENTON'S SAND & GRAVEL, INC.	36.81		06/13/23	
					CITY HALL BEDS				
2040				12/23 AP 05/12/23	0000000 SHERWIN-WILLIAMS COMPANY	160.30		06/13/23	
					PAINT				
2040				12/23 AP 05/11/23	0000000 BENTON'S SAND & GRAVEL, INC.	43.34		06/13/23	
					CITY HALL BEDS				
2052				12/23 AP 04/30/23	0000000 NAPA AUTO PARTS	451.15		06/13/23	
					NAPA AUTO PARTS				
2040				12/23 AP 04/28/23	0000000 POLK'S LOCK SERVICE, INC.	20.00		06/13/23	
					KEYS				
2050				12/23 AP 04/24/23	0143393 US BANK	448.93		06/08/23	
					CHIEFRIVERNURSERY COM WHITE PINE TREES FOR				
ACCOUNT TOTAL						4,162.85	.00	4,162.85	
101-6633-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2050				12/23 AP 04/24/23	0143393 US BANK	226.82		06/08/23	
					COMFORT INN & SUITES				
2050				12/23 AP 04/24/23	0143393 US BANK	14.98		06/08/23	
					TOBIAS SIRES HOTEL STAY				

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FUND 101 GENERAL FUND									
101-6633-423.83-05					TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				continued
					TST* PRAIRIE CANARY RESTA DINNER TOBIAS SIRES				
					ACCOUNT TOTAL	241.80	.00	241.80	
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2040				12/23 AP 05/18/23	0000000 COOLEY PUMPING, LLC	360.00			06/13/23
					JETTED SEPTIC LINE				
2040				12/23 AP 05/18/23	0000000 COOLEY PUMPING, LLC	240.00			06/13/23
					PHEASANT TOLIET SEPTIC TANK				
1983				12/23 AP 05/05/23	0000000 COOLEY PUMPING, LLC	95.00			06/13/23
					PORTA POTTY BESS STREETER				
1983				12/23 AP 05/05/23	0000000 COOLEY PUMPING, LLC	115.00			06/13/23
					PORTA POTTY EL DORADO				
1983				12/23 AP 05/04/23	0000000 COOLEY PUMPING, LLC	23.75			06/13/23
					PORTA POTTY POLICE OFFICE PARK- LINCOLN ST				
					ACCOUNT TOTAL	833.75	.00	833.75	
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2001				12/23 AP 06/05/23	0000000 RITLAND & KUIPER LANDSCAPE AR	1,800.00			06/13/23
					3303-SEERLEY PARK IMPROV 03/01-05/31/23				
					PROJECT#: 063303				
2040				12/23 AP 05/22/23	0000000 ACKERSON MASONRY, LLC	5,880.00			06/13/23
					OVERMAN AND OLSEN SIGNS				
2040				12/23 AP 05/19/23	0000000 SIGNS & DESIGNS, INC.	2,350.00			06/13/23
					PARK SIGN-OLSEN RIVERSIDE				
2040				12/23 AP 05/19/23	0000000 SIGNS & DESIGNS, INC.	2,350.00			06/13/23
					PARK SIGN-OVERMAN PARK				
					ACCOUNT TOTAL	12,380.00	.00	12,380.00	
					FUND TOTAL	158,599.14	443.55	158,155.59	
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-16					OPERATING SUPPLIES / TOOLS				
2026				12/23 AP 05/25/23	0000000 GIERKE-ROBINSON COMPANY, INC.	33.78			06/13/23
					CONCRETE RAKE				
2026				12/23 AP 05/23/23	0000000 MENARDS-CEDAR FALLS	122.95			06/13/23
					SUPPLIES FOR 296 TOOL VAN				
1983				12/23 AP 05/15/23	0000000 MENARDS-CEDAR FALLS	14.99			06/13/23
					WATER CAN FOR PRO PATCHER				
2026				12/23 AP 05/10/23	0000000 WHITE CAP, LP	19.36			06/13/23
					SPRAYER				
					ACCOUNT TOTAL	191.08	.00	191.08	

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
2026		12/23	AP	05/24/23	0000000	O'DONNELL ACE HARDWARE	54.99		06/13/23	
ROOFING CEMENT										
2057		12/23	AP	05/24/23	0000000	WHITE CAP, LP	810.00		06/13/23	
COLUMN FORM TUBE										
2026		12/23	AP	05/22/23	0000000	MENARDS-CEDAR FALLS	60.82		06/13/23	
BLADES AND QUICKCRETE										
2026		12/23	AP	05/22/23	0000000	O'DONNELL ACE HARDWARE	68.09		06/13/23	
EYE BOLTS AND HARDWARE										
ACCOUNT TOTAL							993.90	.00	993.90	
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL										
1983		12/23	AP	05/12/23	0000000	LEYMASTER TILE, RUSTY	3,291.60		06/13/23	
PIPE FOR DRY CREEK WATER WATER CONTROL										
ACCOUNT TOTAL							3,291.60	.00	3,291.60	
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL										
2052		12/23	AP	04/30/23	0000000	NAPA AUTO PARTS	1,153.38		06/13/23	
NAPA AUTO PARTS										
ACCOUNT TOTAL							1,153.38	.00	1,153.38	
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
2036		12/23	AP	06/02/23	0000000	THOMPSON SHOES	175.00		06/13/23	
SAFETY SHOES-M FORRESTER P.O. 56853										
ACCOUNT TOTAL							175.00	.00	175.00	
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2057		12/23	AP	05/30/23	0000000	STAR EQUIPMENT, LTD.	691.43		06/13/23	
CONCRETE SAW BLADE										
ACCOUNT TOTAL							691.43	.00	691.43	
206-6637-436.73-19 OTHER SUPPLIES / BARRICADES & FLASHERS										
1983		12/23	AP	05/22/23	0000000	O'DONNELL ACE HARDWARE	14.69		06/13/23	
CAUTION TAPE										
ACCOUNT TOTAL							14.69	.00	14.69	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
2052		12/23	AP	05/31/23	0000000	BENTON'S READY MIX CONCRETE,	660.25		06/13/23	

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
CONCRETE CFU REPAIR 16TH STREET continued									
PROJECT#:		062436							
2052		12/23 AP 05/30/23	0000000		BENTON'S READY MIX CONCRETE, CEDAR HEIGHTS	1,390.00		06/13/23	
PROJECT#:		062436							
2052		12/23 AP 05/27/23	0000000		ASPRO, INC.	411.06		06/13/23	
2026		12/23 AP 05/25/23	0000000		GIERKE-ROBINSON COMPANY, INC.	105.27		06/13/23	
2052		12/23 AP 05/25/23	0000000		BENTON'S READY MIX CONCRETE, CONCRETE REPAIR-LAKERIDGE	187.00		06/13/23	
2052		12/23 AP 05/25/23	0000000		BENTON'S READY MIX CONCRETE, CONCRETE CFU REPAIR STURGIS DRIVE	280.50		06/13/23	
PROJECT#:		062436							
2026		12/23 AP 05/24/23	0000000		BITUMINOUS MATERIALS & SUPPLY CRS-2 EMULSION	2,107.33		06/13/23	
2026		12/23 AP 05/24/23	0000000		BENTON'S READY MIX CONCRETE, CONCRETE FOR CFU REPAIRS MADISON	695.00		06/13/23	
PROJECT#:		062436							
2026		12/23 AP 05/24/23	0000000		BENTON'S READY MIX CONCRETE, CONCRETE- STREET REPAIRS BLUFF ST	590.75		06/13/23	
2026		12/23 AP 05/23/23	0000000		BENTON'S READY MIX CONCRETE, CONCRETE CFU CONCRETE MARKET STREET	233.75		06/13/23	
PROJECT#:		062436							
1983		12/23 AP 05/22/23	0000000		LOGAN CONTRACTORS SUPPLY, INC. EXPANSION AND STAKE FOR DOWELS	1,800.00		06/13/23	
2040		12/23 AP 05/22/23	0000000		LOGAN CONTRACTORS SUPPLY, INC. EXPANSION, DOWEL STAKES	1,800.00		06/13/23	
2026		12/23 AP 05/20/23	0000000		ASPRO, INC.	1,022.04		06/13/23	
2026		12/23 AP 05/20/23	0000000		ASPRO, INC.	913.50		06/13/23	
2040		12/23 AP 05/20/23	0000000		BMC AGGREGATES L.C. HOT MIX ASPHALT/TACK OIL	1,902.34		06/13/23	
2026		12/23 AP 05/19/23	0000000		BENTON'S READY MIX CONCRETE, CONCRETE CFU CONCRETE GREENHILL RD	2,780.00		06/13/23	
PROJECT#:		062436							
2026		12/23 AP 05/18/23	0000000		BENTON'S READY MIX CONCRETE, CONCRETE- STREET REPAIRS 14TH STREET	486.00		06/13/23	
2057		12/23 AP 05/18/23	0000000		WHITE CAP, LP	398.82		06/13/23	
PROJECT#:		062436							
2026		12/23 AP 05/17/23	0000000		BENTON'S READY MIX CONCRETE, CONCRETE- STREET REPAIRS CATHERINE	233.75		06/13/23	
1983		12/23 AP 05/16/23	0000000		BENTON'S READY MIX CONCRETE, CONCRETE FOR STEET REPAIR 7TH AND CATHERINE	1,390.00		06/13/23	
2052		12/23 AP 04/30/23	0000000		NAPA AUTO PARTS	8,591.41		06/13/23	
1983		12/23 AP 04/15/23	0000000		BMC AGGREGATES L.C.	1,502.13		06/13/23	

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
ROCK										
ACCOUNT TOTAL							29,480.90	.00	29,480.90	
206-6637-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2050		12/23	AP	04/21/23	0143393	US BANK	54.36			06/08/23
CASEYS #2920										
2050		12/23	AP	04/21/23	0143393	US BANK	563.64			06/08/23
HILTON HOTELS										
2050		12/23	AP	04/21/23	0143393	US BANK	563.64			06/08/23
HILTON HOTELS										
2050		12/23	AP	04/21/23	0143393	US BANK	26.75			06/08/23
HILTON OMAHA FB										
2050		12/23	AP	04/21/23	0143393	US BANK	18.65			06/08/23
HILTON OMAHA FB										
ACCOUNT TOTAL							1,227.04	.00	1,227.04	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
2001		12/23	AP	06/05/23	0000000	TERRACON CONSULTANTS, INC.	110.78			06/13/23
3240-W 27TH ST RECON										
THROUGH 05/27/23										
PROJECT#: 023240										
2001		12/23	AP	06/01/23	0000000	PETERSON CONTRACTORS	426,901.70			06/13/23
3240-W 27TH STREET RECON										
PROJECT#: 023240										
2001		12/23	AP	05/24/23	0000000	TERRACON CONSULTANTS, INC.	154.28			06/13/23
3240-W 27TH ST RECON										
THROUGH 05/13/23										
PROJECT#: 023240										
2001		12/23	AP	05/16/23	0000000	AECOM TECHNICAL SERVICES, INC	12,753.68			06/13/23
3240-W 27TH ST RECON										
THROUGH 05/12/23										
PROJECT#: 023240										
ACCOUNT TOTAL							439,920.44	.00	439,920.44	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2057		12/23	AP	05/30/23	0000000	ELECTRICAL ENGINEERING & EQUI	38.03			06/13/23
SUPPRESSOR										
2057		12/23	AP	05/30/23	0000000	ELECTRICAL ENGINEERING & EQUI	233.70			06/13/23
MOTOR STARTER										
2057		12/23	AP	05/23/23	0000000	ECHO GROUP, INC.	176.75			06/13/23
ELECTRICAL SUPPLIES										
2026		12/23	AP	05/18/23	0000000	TAPCO	296.91			06/13/23
REFLECTORS										
2052		12/23	AP	04/30/23	0000000	NAPA AUTO PARTS	897.67			06/13/23
NAPA AUTO PARTS										
ACCOUNT TOTAL							1,643.06	.00	1,643.06	

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FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS									
2026		12/23	AP	05/18/23	0000000 CAMPBELL SUPPLY WATERLOO TOOLS	256.10		06/13/23	
ACCOUNT TOTAL						256.10	.00	256.10	
FUND TOTAL						479,038.62	.00	479,038.62	
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2015		12/23	AP	05/22/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.42		06/13/23	
					11X17 COPY PAPER				
2015		12/23	AP	05/09/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.66		06/13/23	
					BATTERIES,HILITERS, WHITE				
2036		12/23	AP	05/08/23	0000000 KIRK GROSS COMPANY	59.00		06/13/23	
					NAME PLATE-CASSANDRA RAY				
ACCOUNT TOTAL						63.08	.00	63.08	
217-2214-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2036		12/23	AP	05/17/23	0000000 STOREY KENWORTHY	29.10		06/13/23	
					#9 WINDOW ENVELOPES				
ACCOUNT TOTAL						29.10	.00	29.10	
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2015		12/23	AP	06/01/23	0000000 ONE SOURCE THE BACKGROUND CHE	354.75		06/13/23	
					MAY APPLICANTS SEC 8				
2086		12/23	AP	03/01/23	0000000 ONE SOURCE THE BACKGROUND CHE	263.80		06/13/23	
					FEBRUARY APPLICANTS SEC 8				
ACCOUNT TOTAL						618.55	.00	618.55	
FUND TOTAL						710.73	.00	710.73	
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2015		12/23	AP	05/22/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.35		06/13/23	
					11X17 COPY PAPER				
2015		12/23	AP	05/09/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.53		06/13/23	
					BATTERIES,HILITERS, WHITE				
ACCOUNT TOTAL						.88	.00	.88	

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FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432-19					OPERATING SUPPLIES / PRINTING				
2036		12/23 AP		05/17/23	0000000 STOREY KENWORTHY	9.70		06/13/23	
					#9 WINDOW ENVELOPES				
					ACCOUNT TOTAL	9.70	.00	9.70	
					FUND TOTAL	10.58	.00	10.58	
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-25					STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON				
2001		12/23 AP		05/16/23	0000000 AECOM TECHNICAL SERVICES, INC	23,096.57		06/13/23	
					3271-N CEDAR HEIGHTS PH1 04/15-05/12/23				
					PROJECT#: 023271				
					ACCOUNT TOTAL	23,096.57	.00	23,096.57	
242-1240-431.92-44					STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION				
2001		12/23 AP		06/05/23	0000000 TERRACON CONSULTANTS, INC.	616.78		06/13/23	
					3299-2023 STREET RECON THROUGH 05/27/23				
					PROJECT#: 023299				
2001		12/23 AP		06/02/23	0000000 PETERSON CONTRACTORS	222,410.77		06/13/23	
					3299-2023 STREET RECON				
					PROJECT#: 023299				
2001		12/23 AP		05/24/23	0000000 TERRACON CONSULTANTS, INC.	1,386.41		06/13/23	
					3299-2023 STREET RECON THROUGH 05/13/23				
					PROJECT#: 023299				
					ACCOUNT TOTAL	224,413.96	.00	224,413.96	
242-1240-431.98-45					CAPITAL PROJECTS / MAIN STREET RECONSTRUCT				
2074		12/23 AP		06/01/23	0000000 PETERSON CONTRACTORS	167,541.85		06/13/23	
					3283-MAIN ST RECONSTRUCT				
					PROJECT#: 023283				
2001		12/23 AP		05/26/23	0000000 ADVANCED ENVIRONMENTAL TESTIN	11,580.00		06/13/23	
					3283-MAIN ST RECONSTRUCT 1123MAIN-ASBESTOS REMOVAL				
					PROJECT#: 023283				
2076		11/23 AP		05/19/23	0143338 PETERSON CONTRACTORS		817,937.78	06/08/23	
					ACCOUNT CORRECTION 3283-MAIN ST RECONSTRUCT				
					PROJECT#: 023283				
2076		11/23 AP		05/19/23	0143338 PETERSON CONTRACTORS	295,002.78		06/08/23	
					3283-MAIN ST RECONSTRUCT				
					PROJECT#: 023283				
					ACCOUNT TOTAL	474,124.63	817,937.78	343,813.15-	

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FUND 242 STREET REPAIR FUND									
FUND TOTAL						721,635.16	817,937.78	96,302.62-	
FUND 254 CABLE TV FUND									
254-1088-431.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				
2015				12/23 AP 05/22/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.42			06/13/23
					11X17 COPY PAPER				
2050				12/23 AP 05/17/23	0143393 US BANK	175.34			06/08/23
					B&H PHOTO 800-606-6969 DVD-R/BD-R SPINDLES				
2036				12/23 AP 05/17/23	0000000 STOREY KENWORTHY	4.85			06/13/23
					#9 WINDOW ENVELOPES				
2050				12/23 AP 05/01/23	0143393 US BANK	85.54			06/08/23
					AMZN MKTP US*HF64G4Y82 DVD STORAGE BOX/FILE ORG.				
2050				12/23 AP 05/01/23	0143393 US BANK	31.38			06/08/23
					AMZN MKTP US*HM72P7F71 WALL CHARGER/LIGHTNING CA				
2050				12/23 AP 04/21/23	0143393 US BANK	39.67			06/08/23
					AMZN MKTP US*HV80F22C1 USB 3.0 EXT.CABLE/BATTERY				
ACCOUNT TOTAL						338.20	.00	338.20	
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
2036				12/23 AP 06/01/23	0000000 B & H PHOTO-VIDEO-PRO AUDIO	533.73			06/13/23
					COG PLATE/RUBBER FEET				
2050				12/23 AP 04/25/23	0143393 US BANK	858.60			06/08/23
					B&H PHOTO 800-606-6969 SRD-92D ZOOM RATE DEMAND				
ACCOUNT TOTAL						1,392.33	.00	1,392.33	
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2050				12/23 AP 05/22/23	0143393 US BANK	10.00			06/08/23
					EN CAMPBELL CONCESSION MEALS:STATE TRACK				
2050				12/23 AP 05/22/23	0143393 US BANK	20.70			06/08/23
					SQ *HAWAIIAN GRILL MEALS:STATE TRACK				
2050				12/23 AP 05/22/23	0143393 US BANK	15.92			06/08/23
					HARDEE'S 684 MEALS:STATE TRACK				
2050				12/23 AP 05/19/23	0143393 US BANK	19.65			06/08/23
					DAIRY QUEEN #17601 MEALS:STATE TRACK				
2050				12/23 AP 05/19/23	0143393 US BANK	19.26			06/08/23
					SQ *LEACHMON PIT ST MEALS:STATE TRACK				
2050				12/23 AP 05/11/23	0143393 US BANK	22.20			06/08/23
					JIMMY JOHNS - 0496 MEAL:CFHS HONORS-M.MENNEN				
2050				12/23 AP 05/08/23	0143393 US BANK	100.00			06/08/23
					TST* WILBO FED PRODUCTION CREW				
2050				12/23 AP 05/01/23	0143393 US BANK	19.25			06/08/23
					JIMMY JOHNS # 280 - M MEAL:DRAKE RELAY COVERAGE				
2050				12/23 AP 05/01/23	0143393 US BANK	10.70			06/08/23
					SQ *WILLIE'S BBQ MEAL:DRAKE RELAY COVERAGE				
2050				12/23 AP 05/01/23	0143393 US BANK	19.50			06/08/23

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FUND 254 CABLE TV FUND									
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued			
DRAKE DINING									
ACCOUNT TOTAL						257.18	.00	257.18	
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2050				12/23 AP 05/12/23 0143393	US BANK	169.14		06/08/23	
				B&H PHOTO 800-606-6969	LEXAR 512GB SDXC MEM CARD				
2036				12/23 AP 05/07/23 0000000	MENARDS-CEDAR FALLS	20.89		06/13/23	
				LEATHER GLOVES/ADAPTERS					
ACCOUNT TOTAL						190.03	.00	190.03	
254-1088-431.93-01 EQUIPMENT / EQUIPMENT									
2036				12/23 AP 05/28/23 0000000	B & H PHOTO-VIDEO-PRO AUDIO	2,835.00		06/13/23	
				TRIPOD LEGS/SPREADER					
2050				12/23 AP 05/10/23 0143393	US BANK	269.00		06/08/23	
				AMZN MKTP US*DI8RF9J93	AUDIO OVER FIBEROPTIC EXT				
2050				12/23 AP 05/08/23 0143393	US BANK	599.00		06/08/23	
				AMZN MKTP US*HH54Y90S3	AUDIO OVER FIBER OPTICAL				
2050				12/23 AP 04/28/23 0143393	US BANK	212.96		06/08/23	
				B&H PHOTO 800-606-6969	UMBRELLA MOUNT/FLASH				
2050				12/23 AP 04/28/23 0143393	US BANK	74.88		06/08/23	
				B&H PHOTO 800-606-6969	FIBER OPTIC CABLE REEL				
2050				12/23 AP 04/27/23 0143393	US BANK	9.95		06/08/23	
				B&H PHOTO 800-606-6969	CHIARO UV FILTER				
ACCOUNT TOTAL						4,000.79	.00	4,000.79	
FUND TOTAL						6,178.53	.00	6,178.53	
FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2015				12/23 AP 05/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	10.36		06/13/23	
				PRINTER LABELS					
2015				12/23 AP 05/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.13		06/13/23	
				11X17 COPY PAPER					
1983				12/23 AP 05/17/23 0000000	SIGNS BY TOMORROW	105.00		06/13/23	
				QR DECALS FOR PARKING	LOTS AND KIOSKS				
2036				12/23 AP 05/17/23 0000000	STOREY KENWORTHY	24.25		06/13/23	
				#9 WINDOW ENVELOPES					
2015				12/23 AP 05/09/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	5.32		06/13/23	
				BATTERIES,HILITERS, WHITE	OUT, STAPLES, POST ITS, PENS				
ACCOUNT TOTAL						147.06	.00	147.06	

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FUND 258 PARKING FUND									
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES									
2036				12/23 AP 05/31/23	0000000 IPS GROUP, INC	140.09		06/13/23	
					GATEWAY FEES-MAY'23 (2 PAY STATIONS)				
2036				12/23 AP 05/31/23	0000000 IPS GROUP, INC	2,488.15		06/13/23	
					PRKNG CITATION FEES-MAY23				
					ACCOUNT TOTAL	2,628.24	.00	2,628.24	
					FUND TOTAL	2,775.30	.00	2,775.30	
FUND 261 TOURISM & VISITORS									
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM									
2050				12/23 AP 05/03/23	0143393 US BANK	80.87		06/08/23	
					DNH*GODADDY.COM 5 YEAR DOMAIN REGISTRAT				
					ACCOUNT TOTAL	80.87	.00	80.87	
261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS									
2077				12/23 AP 05/22/23	0000000 BANKERS ADVERTISING COMPANY	479.42		06/13/23	
					BIKE&MORE REPAIR TOOL KIT				
					ACCOUNT TOTAL	479.42	.00	479.42	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
2077				12/23 AP 05/31/23	0000000 IOWA ECONOMIC DEV.AUTHORITY F	2,500.00		06/13/23	
					ARRIVALIST DASHBOARD CALENDAR YEAR 2023				
2050				12/23 AP 05/10/23	0143393 US BANK	44.20		06/08/23	
					FACEBK TXGZ7NFGB2 OUTDOOR THINGS TO DO				
2050				12/23 AP 04/27/23	0143393 US BANK	14.73		06/08/23	
					FACEBK PWD88PK6V2 IA 7V7 BACK TO BALLIN				
2050				12/23 AP 04/24/23	0143393 US BANK	35.00		06/08/23	
					FACEBK P3K9RMBGB2 OUTDOOR THINGS PROMOTION				
2050				12/23 AP 04/21/23	0143393 US BANK	35.00		06/08/23	
					FACEBK PB8YCMFFB2 OUTDOOR THINGS PROMOTION				
					ACCOUNT TOTAL	2,628.93	.00	2,628.93	
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
2077				12/23 AP 06/06/23	0000000 KATE BRENNAN HALL ILLUST.& PR	400.00		06/13/23	
					GREETINGS FROM CF TOWELS				
					ACCOUNT TOTAL	400.00	.00	400.00	
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									

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FUND 261 TOURISM & VISITORS										
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued				
2050		12/23 AP		05/02/23	0143393	US BANK IOWATRAVELINDUSTRY.ORG	520.00			06/08/23
						4 STAFF ATTENDING				
						ACCOUNT TOTAL	520.00	.00	520.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
2077		12/23 AP		05/26/23	0000000	ARAMARK MAT SERVICE	7.80			06/13/23
						ACCOUNT TOTAL	7.80	.00	7.80	
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS										
2077		12/23 AP		06/07/23	0000000	SANDEE'S	112.50			06/13/23
2050		12/23 AP		05/22/23	0143393	MINI GOLF HOLES US BANK	35.98			06/08/23
2050		12/23 AP		05/04/23	0143393	HORSE FOR PORTABLE MINI US BANK	57.75			06/08/23
2050		12/23 AP		05/04/23	0143393	VOLUNTEER APPRECIATION US BANK	36.90			06/08/23
						TST* BAMBINOS WATERLOO				
						ACCOUNT TOTAL	243.13	.00	243.13	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
2077		12/23 AP		05/05/23	0000000	DOLLY'S PARTY BUS LION'S STATE CONVENTION	500.00			06/13/23
						ACCOUNT TOTAL	500.00	.00	500.00	
261-2291-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2077		12/23 AP		05/19/23	0000000	D & G METAL WORKS, INC. DOWNSPOUT ELBOWS ADDED	1,214.84			06/13/23
						FRONT OFFICE AREA				
						ACCOUNT TOTAL	1,214.84	.00	1,214.84	
261-2291-423.93-01 EQUIPMENT / EQUIPMENT										
2050		12/23 AP		05/17/23	0143393	US BANK 4IMPRINT	355.25			06/08/23
						JUNIOR POP-UP TABLE TOP				
						ACCOUNT TOTAL	355.25	.00	355.25	
						FUND TOTAL	6,430.24	.00	6,430.24	

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FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2051		12/23 AP		05/04/23	0143393	US BANK	4.63		06/08/23	
					AMZN MKTP US*OR3FO9803	COUNTER CLICKERS (X2)				
					ACCOUNT TOTAL		4.63	.00	4.63	
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2051		12/23 AP		05/19/23	0143393	US BANK	36.54		06/08/23	
					AMZN MKTP US*2N3JB5513	SPONGES & CANDY				
					ACCOUNT TOTAL		36.54	.00	36.54	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
2051		12/23 AP		05/09/23	0143393	US BANK	271.15		06/08/23	
					NAT MISS RVR MSM	ENTRANCE FEES (X17)				
					ACCOUNT TOTAL		271.15	.00	271.15	
					FUND TOTAL		312.32	.00	312.32	
FUND 291 POLICE FORFEITURE FUND										
291-5521-415.89-41 MISCELLANEOUS SERVICES / POLICE EQUIPMENT										
2053		12/23 AP		05/09/23	0000000	PUSH PEDAL PULL-CDR	7,162.00		06/13/23	
					FITNESS EQUIP;TREADMILL	PRECOR TRM835				
					ACCOUNT TOTAL		7,162.00	.00	7,162.00	
					FUND TOTAL		7,162.00	.00	7,162.00	
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
2027		12/23 AP		05/08/23	0000000	WOODMAN CONTROLS COMPANY	3,000.00		06/13/23	
					HEAT PUMPS					
					ACCOUNT TOTAL		3,000.00	.00	3,000.00	
					FUND TOTAL		3,000.00	.00	3,000.00	

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FUND 298 HEARST CAPITAL									
298-2280-423.89-39					MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS				
1995				12/23 AP 06/02/23	0000000 MINNESOTA CLAY USA	45.00		06/13/23	
					INSIDE DELIVERY FEE				
1995				12/23 AP 05/30/23	0000000 MINNESOTA CLAY USA	464.43		06/13/23	
					CLAY, GLAZES				
2050				12/23 AP 05/22/23	0143393 US BANK	105.84		06/08/23	
					DISCOUNTSCH 8006272829				
2050				12/23 AP 05/11/23	0143393 US BANK	59.70		06/08/23	
					WAL-MART #0753				
2050				12/23 AP 05/11/23	0143393 US BANK	37.98		06/08/23	
					DBC*BLICK ART MATERIAL				
2050				12/23 AP 05/08/23	0143393 US BANK	64.85		06/08/23	
					AMAZON.COM*L26RV7A33 AMZN				
2050				12/23 AP 05/08/23	0143393 US BANK	31.96		06/08/23	
					AMZN MKTP US*MK5005T53				
2050				12/23 AP 05/04/23	0143393 US BANK	46.03		06/08/23	
					WM SUPERCENTER #753				
2050				12/23 AP 05/04/23	0143393 US BANK	44.74		06/08/23	
					JOANN STORES #2208				
2050				12/23 AP 04/28/23	0143393 US BANK		25.98	06/08/23	
					AMZN MKTP US				
2050				12/23 AP 04/27/23	0143393 US BANK	83.74		06/08/23	
					RIO GRANDE INC				
2050				12/23 AP 04/24/23	0143393 US BANK	106.63		06/08/23	
					MENARDS CEDAR FALLS IA				
2050				12/23 AP 04/24/23	0143393 US BANK	67.93		06/08/23	
					MICHAELS STORES 1246				
2050				12/23 AP 04/24/23	0143393 US BANK	25.98		06/08/23	
					AMZN MKTP US*HF90M1P60				
					APRONS FOR CERAMICS				
					ACCOUNT TOTAL	1,184.81	25.98	1,158.83	
298-2280-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1995				12/23 AP 04/30/23	0000000 OPN ARCHITECTS	4,170.78		06/13/23	
					HEARST 2.0 MASTER PLAN				
					ACCOUNT TOTAL	4,170.78	.00	4,170.78	
					FUND TOTAL	5,355.59	25.98	5,329.61	
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									

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FUND 404 FEMA									
404-1220-431	95-86	BOND FUND PROJECTS / CENTER STREET STREETScape							
2001		12/23	AP	06/01/23	0000000 OWEN CONTRACTING INC.	66,336.97		06/13/23	
		3206-CENTER STREETScape							
	PROJECT#:	023206							
2001		12/23	AP	02/22/23	0000000 FOTH INFRASTRUCTURE & ENVIRON THROUGH 01/31/23	375.60		06/13/23	
		3206-CENTER STREETScape							
	PROJECT#:	023206							
2001		12/23	AP	01/05/23	0000000 FOTH INFRASTRUCTURE & ENVIRON THROUGH 12/31/22	646.00		06/13/23	
		3206-CENTER STREETScape							
	PROJECT#:	023206							
		ACCOUNT TOTAL				67,358.57	.00	67,358.57	
		FUND TOTAL				67,358.57	.00	67,358.57	
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
410-1220-431	96-88	SEWER BOND PROJECTS / MAIN ST. SEWER & STMWATER							
2074		12/23	AP	06/01/23	0000000 PETERSON CONTRACTORS	71,059.50		06/13/23	
		3283-MAIN ST RECONSTRUCT							
	PROJECT#:	023283							
2076		11/23	AP	05/19/23	0143338 PETERSON CONTRACTORS	522,935.00		06/08/23	
		3283-MAIN ST RECONSTRUCT							
	PROJECT#:	023283							
		ACCOUNT TOTAL				593,994.50	.00	593,994.50	
		FUND TOTAL				593,994.50	.00	593,994.50	
FUND 430 2004 TIF BOND									
430-1220-431	97-64	TIF BOND PROJECTS / VIKING ROAD EXTENSION							
2001		12/23	AP	05/31/23	0000000 PETERSON CONTRACTORS	85,626.09		06/13/23	
		3189-W VIKING IND.PARK V							
	PROJECT#:	023189							
2001		12/23	AP	05/26/23	0000000 SNYDER & ASSOCIATES, INC. THROUGH 04/30/23 SURVEY	7,084.96		06/13/23	
		3189-W VIKING IND PARK							
	PROJECT#:	023189							
		ACCOUNT TOTAL				92,711.05	.00	92,711.05	
430-1220-431	97-83	TIF BOND PROJECTS / TIF LEGAL FEES							
2036		12/23	AP	05/19/23	0000000 AHLERS AND COONEY, P.C. 04/24/23-05/04/23	228.00		06/13/23	
		LGL:CONTESTED SERV. AREA							

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FUND 430 2004 TIF BOND										
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES continued										
ACCOUNT TOTAL							228.00	.00	228.00	
FUND TOTAL							92,939.05	.00	92,939.05	
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										
438-1220-431.95-73 BOND FUND PROJECTS / SIDEWALK RECONSTRUCTION										
2057				12/23	AP 05/24/23 0000000	WHITE CAP, LP	930.58			06/13/23
ADA DOMES										
PROJECT#: 023266										
2026				12/23	AP 05/22/23 0000000	BENTON'S READY MIX CONCRETE, CONCRETE INFILL PROJECT 7TH STREET	445.50			06/13/23
PROJECT#: 023266										
2026				12/23	AP 05/18/23 0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR INFILL PROJ 6TH ST	625.50			06/13/23
PROJECT#: 023266										
1983				12/23	AP 05/11/23 0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR INFILL PROJ OLIVE STREET	1,251.00			06/13/23
PROJECT#: 023266										
ACCOUNT TOTAL							3,252.58	.00	3,252.58	
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT										
2001				12/23	AP 05/31/23 0000000	PETERSON CONTRACTORS	86,156.42			06/13/23
3228-GREENHILL/S MAIN INT										
PROJECT#: 023228										
ACCOUNT TOTAL							86,156.42	.00	86,156.42	
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON										
2001				12/23	AP 06/06/23 0000000	PETERSON CONTRACTORS	42,414.40			06/13/23
3171-CEDAR HEIGHTS RECON										
PROJECT#: 023171										
2001				12/23	AP 05/26/23 0000000	SNYDER & ASSOCIATES, INC. 3171-CEDAR HEIGHTS RECON THROUGH 04/30/23	19,541.48			06/13/23
PROJECT#: 023171										
ACCOUNT TOTAL							61,955.88	.00	61,955.88	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
										BALANCE

FUND 438	2020	BOND FUND								
		FUND TOTAL					151,364.88	.00	151,364.88	
FUND 439	2022	BOND FUND								
FUND 443		CAPITAL PROJECTS								
443-1220-431.98-42		CAPITAL PROJECTS / BESS STREETER PARK								
2040		12/23 AP 05/16/23 0000000				BENTON'S SAND & GRAVEL, INC.	21.32			06/13/23
		BESS STREETER PARK								
		ACCOUNT TOTAL					21.32	.00	21.32	
443-1220-431.98-88		CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD								
2050		12/23 AP 05/15/23 0143393				US BANK	100.00			06/08/23
		IOWA DNR SALES				DNR PERMIT				
		PROJECT#: 023244								
2050		12/23 AP 05/03/23 0143393				US BANK	180.91			06/08/23
		IA DNR FEES AND PAYMENTS				NPDES FOR ASHWORTH DRIVE				
		PROJECT#: 023244								
		ACCOUNT TOTAL					280.91	.00	280.91	
443-1220-431.98-90		CAPITAL PROJECTS / COLL HILL TIF-SSMID REIMB								
2036		12/23 AP 04/01/23 0000000				COLLEGE HILL PARTNERSHIP	1,555.00			06/13/23
		PAYMENT - FY23 2ND HALF								
		ACCOUNT TOTAL					1,555.00	.00	1,555.00	
		FUND TOTAL					1,857.23	.00	1,857.23	
FUND 472		PARKADE RENOVATION								
FUND 473		SIDEWALK ASSESSMENT								
FUND 483		ECONOMIC DEVELOPMENT								
483-2245-432.89-03		MISCELLANEOUS SERVICES / CFU-TIF PAYMENT								
2036		12/23 AP 06/05/23 0000000				CEDAR FALLS UTILITIES	250,000.00			06/13/23
		FY23 TIF 2ND 1/2 UNIFIED								
		ACCOUNT TOTAL					250,000.00	.00	250,000.00	
		FUND TOTAL					250,000.00	.00	250,000.00	

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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										
551-6675-436.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
2050		12/23	AP	04/21/23	0143393	US BANK	629.64			06/08/23
						HILTON HOTELS				
2050		12/23	AP	04/21/23	0143393	US BANK	31.39			06/08/23
						HILTON OMAHA FB				
						ACCOUNT TOTAL	661.03	.00	661.03	
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2026		12/23	AP	05/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	148.29			06/13/23
						LAMINATOR FILM				
						ACCOUNT TOTAL	148.29	.00	148.29	
551-6685-436.72-17 OPERATING SUPPLIES / UNIFORMS										
2026		12/23	AP	05/08/23	0000000	SERVICEWEAR APPAREL, INC.	98.20			06/13/23
						UNIFORMS FOR REFUSE				
						ACCOUNT TOTAL	98.20	.00	98.20	
551-6685-436.72-19 OPERATING SUPPLIES / PRINTING										
2057		12/23	AP	05/08/23	0000000	STOREY KENWORTHY	80.50			06/13/23
						REQUEST FOR SERVICE PADS				
2057		12/23	AP	05/08/23	0000000	STOREY KENWORTHY	80.50			06/13/23
						BULK PICK UP PADS				
						ACCOUNT TOTAL	161.00	.00	161.00	
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
2036		12/23	AP	06/01/23	0000000	BROWN'S SHOE FIT	175.00			06/13/23
						SAFETY SHOES-C KONZ				
						P.O. 56851				
2036		12/23	AP	06/01/23	0000000	BROWN'S SHOE FIT	102.00			06/13/23
						SAFETY SHOES-K GAEDE				
						P.O. 56850				
						ACCOUNT TOTAL	277.00	.00	277.00	

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FUND 551 REFUSE FUND										
551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE										
2026		12/23	AP	05/27/23	0000000	UNITED PARCEL SERVICE ROUTEWARE RETURN	41.88			06/13/23
ACCOUNT TOTAL							41.88	.00	41.88	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
2040		12/23	AP	06/02/23	0000000	O'DONNELL ACE HARDWARE CLEANER FOR TRUCKS	13.38			06/13/23
2026		12/23	AP	05/24/23	0000000	MENARDS-CEDAR FALLS GLASS CHUTE REPAIR	61.37			06/13/23
1983		12/23	AP	05/23/23	0000000	O'DONNELL ACE HARDWARE GRASS SEED FOR TRANSFER	19.69			06/13/23
ACCOUNT TOTAL							94.44	.00	94.44	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2052		12/23	AP	04/30/23	0000000	NAPA AUTO PARTS NAPA PARTS	645.43			06/13/23
ACCOUNT TOTAL							645.43	.00	645.43	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
2040		12/23	AP	06/02/23	0000000	WEIKERT IRON AND METAL APPLIANCE RECYCLING	2,730.00			06/13/23
2070		12/23	AP	05/31/23	0000000	REPUBLIC SERVICES OF IOWA RECYCLING FEE	704.85			06/13/23
2026		12/23	AP	05/23/23	0000000	MIDWEST ELECTRONIC RECOVERY COMPUTER RECYCLING	571.50			06/13/23
2026		12/23	AP	05/20/23	0000000	LIBERTY TIRE RECYCLING, LLC TIRE RECYCLING	1,364.28			06/13/23
2057		12/23	AP	05/16/23	0000000	SAM ANNIS & CO. PROPANE TANK REFILL	23.12			06/13/23
ACCOUNT TOTAL							5,393.75	.00	5,393.75	
FUND TOTAL							7,521.02	.00	7,521.02	
FUND 552 SEWER RENTAL FUND										
552-6655-436.72-53 OPERATING SUPPLIES / TV EQUIPMENT										
2044		12/23	AP	05/23/23	0000000	O'DONNELL ACE HARDWARE CHAIN FOR TV VAN	8.97			06/13/23
2044		12/23	AP	05/22/23	0000000	O'DONNELL ACE HARDWARE ANTI SLIP MATTING	30.62			06/13/23
2044		12/23	AP	05/15/23	0000000	ARIES INDUSTRIES INC.	146.13			06/13/23

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GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6655-436.72-53 OPERATING SUPPLIES / TV EQUIPMENT							continued			
TV VAN RESIN										
ACCOUNT TOTAL							185.72	.00	185.72	
552-6655-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
2044		12/23	AP	05/26/23	0000000	MENARDS-CEDAR FALLS	86.79		06/13/23	
HOSE AND ACCESSORIES										
2044		12/23	AP	05/25/23	0000000	O'DONNELL ACE HARDWARE	50.05		06/13/23	
BALL VALVE										
ACCOUNT TOTAL							136.84	.00	136.84	
552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
2044		12/23	AP	05/21/23	0000000	GRAINGER PARTS	166.27		06/13/23	
RUBBER BOOTS										
2044		12/23	AP	05/18/23	0000000	CAMPBELL SUPPLY WATERLOO	649.00		06/13/23	
TABLE LIFT - OPS										
ACCOUNT TOTAL							815.27	.00	815.27	
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL										
1983		12/23	AP	05/19/23	0000000	IOWA ONE CALL	400.50		06/13/23	
IOWA ONE CALLS APRIL 2023										
ACCOUNT TOTAL							400.50	.00	400.50	
552-6655-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2050		12/23	AP	05/12/23	0143393	US BANK	320.00		06/08/23	
WPY*IOWA WATER ENVIRONMEN										
2023 IAWEA ANNUAL										
2050		12/23	AP	05/10/23	0143393	US BANK	300.00		06/08/23	
WPY*IOWA WATER ENVIRONMEN										
IAWEA 2023 ANNUAL										
ACCOUNT TOTAL							620.00	.00	620.00	
552-6665-436.72-05 OPERATING SUPPLIES / GAS & OIL										
2044		12/23	AP	05/24/23	0000000	NORTHLAND PRODUCTS CO.	182.60		06/13/23	
LS OIL										
2044		12/23	AP	05/23/23	0000000	CRESCENT ELECTRIC	32.77		06/13/23	
PHOTO CONTROL BUTTON										
ACCOUNT TOTAL							215.37	.00	215.37	
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS										

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FUND 552 SEWER RENTAL FUND										
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS						continued				
2044		12/23	AP	05/24/23	0000000	CAMPBELL SUPPLY WATERLOO IMPACT AND BLOWER	428.00			06/13/23
ACCOUNT TOTAL							428.00	.00	428.00	
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
2050		12/23	AP	04/25/23	0143393	US BANK IMPAK CORPORATION DESSICANT	237.08			06/08/23
ACCOUNT TOTAL							237.08	.00	237.08	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
2036		12/23	AP	06/02/23	0000000	THOMPSON SHOES	144.50			06/13/23
						SAFETY SHOES-R BONJOUR P.O. 56846				
2036		12/23	AP	06/01/23	0000000	BROWN'S SHOE FIT	175.00			06/13/23
						SAFETY SHOES-T TIMSON P.O. 56847				
2036		12/23	AP	06/01/23	0000000	BROWN'S SHOE FIT	175.00			06/13/23
						SAFETY SHOES-J TEGTMEIER P.O. 56852				
2044		12/23	AP	05/22/23	0000000	CAMPBELL SUPPLY WATERLOO	95.26			06/13/23
						LEATHER GLOVES				
2044		12/23	AP	05/19/23	0000000	CAMPBELL SUPPLY WATERLOO		25.00		06/13/23
						TOOLS CREDIT				
ACCOUNT TOTAL							589.76	25.00	564.76	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2044		12/23	AP	06/05/23	0000000	JOHNSTONE SUPPLY OF WATERLOO	13.64			06/13/23
						BELT				
2044		12/23	AP	06/02/23	0000000	O'DONNELL ACE HARDWARE	42.76			06/13/23
						INSECT FOGGER				
2044		12/23	AP	05/31/23	0000000	ELECTRICAL ENGINEERING & EQUI	1,015.24			06/13/23
						ELECTRICAL SUPPLIES				
2044		12/23	AP	05/12/23	0000000	ELECTRICAL ENGINEERING & EQUI	1,015.24			06/13/23
						UV MODULE				
2052		12/23	AP	04/30/23	0000000	NAPA AUTO PARTS	1,129.99			06/13/23
						NAPA AUTO PARTS				
ACCOUNT TOTAL							3,216.87	.00	3,216.87	
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
2044		12/23	AP	05/24/23	0000000	GRAYBAR ELECTRIC CO., INC.	181.37			06/13/23
						ELECTRICAL SUPPLIES				
ACCOUNT TOTAL							181.37	.00	181.37	

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FUND 552 SEWER RENTAL FUND									
552-6665-436.86-01					REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
2044				12/23 AP 06/05/23 0000000	IOWA PUMP WORKS, INC.	42,228.33		06/13/23	
2044					CH LIFT STATION CUTTER				
2044				12/23 AP 05/24/23 0000000	BRECKE MECHANICAL CONTRACTORS	1,129.72		06/13/23	
2044					HEAT EXCHANGE MAINT				
2044				12/23 AP 05/12/23 0000000	BRECKE MECHANICAL CONTRACTORS	2,997.34		06/13/23	
2044					HEAT EXCHANGE MAINT				
2044				12/23 AP 02/08/23 0000000	PROSHIELD FIRE & SECURITY	870.00		06/13/23	
2044					FIRE EXTINGUISHER MAINT.				
					ACCOUNT TOTAL	47,225.39	.00	47,225.39	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
2044				12/23 AP 05/26/23 0000000	ARAMARK	30.46		06/13/23	
					MOPS AND TOWELS				
					ACCOUNT TOTAL	30.46	.00	30.46	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
2044				12/23 AP 06/05/23 0000000	KEYSTONE LABORATORIES, INC.	139.00		06/13/23	
2044					LAB ANALYSIS				
2044				12/23 AP 05/30/23 0000000	KEYSTONE LABORATORIES, INC.	139.00		06/13/23	
2044					LAB ANALYSIS				
2044				12/23 AP 05/24/23 0000000	KEYSTONE LABORATORIES, INC.	108.50		06/13/23	
2044					LAB ANALYSIS				
					ACCOUNT TOTAL	386.50	.00	386.50	
552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2044				12/23 AP 06/05/23 0000000	BDP INDUSTRIES	5,400.00		06/13/23	
					POLYMER SYSTEM LABOR				
					START UP				
					ACCOUNT TOTAL	5,400.00	.00	5,400.00	
					FUND TOTAL	60,069.13	25.00	60,044.13	
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				
2015				12/23 AP 05/22/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.77		06/13/23	
					11X17 COPY PAPER				
2015				12/23 AP 05/09/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.13		06/13/23	
					BATTERIES,HILITERS, WHITE				
					OUT,STAPLES,POST ITS,PENS				
					ACCOUNT TOTAL	3.90	.00	3.90	

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FUND 555 STORM WATER UTILITY									
555-6630-432.72-26					OPERATING SUPPLIES / TESTING & LAB				
2001		12/23	AP	05/30/23	0000000 MIDLAND SCIENTIFIC, INC. WATER QUALITY TEST STRIPS	70.16		06/13/23	
					ACCOUNT TOTAL	70.16	.00	70.16	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
2026		12/23	AP	05/22/23	0000000 MENARDS-CEDAR FALLS	23.72		06/13/23	
2026		12/23	AP	05/17/23	0000000 SONOTUBE FOR INTAKE BENTON'S READY MIX CONCRETE, BLUFF ST	695.00		06/13/23	
1983		12/23	AP	05/15/23	0000000 BENTON'S READY MIX CONCRETE, BLUFF STREET	280.50		06/13/23	
1983		12/23	AP	05/15/23	0000000 CONCRETE FOR STORM COLLAR MENARDS-CEDAR FALLS	475.60		06/13/23	
1983		12/23	AP	05/12/23	0000000 FORM LUMBER FOR STORM INTAKE BENTON'S READY MIX CONCRETE, BLUFF ST	695.00		06/13/23	
					ACCOUNT TOTAL	2,169.82	.00	2,169.82	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2001		12/23	AP	06/05/23	0000000 TERRACON CONSULTANTS, INC. 3215-OLIVE ST BOX CULVERT THROUGH 05/27/23	49.00		06/13/23	
PROJECT#:					023215				
2001		12/23	AP	06/01/23	0000000 PETERSON CONTRACTORS	87,034.58		06/13/23	
PROJECT#:					023215				
2001		12/23	AP	05/24/23	0000000 TERRACON CONSULTANTS, INC. 3215-OLIVE ST BOX CULVERT THROUGH 05/13/23	138.50		06/13/23	
PROJECT#:					023215				
					ACCOUNT TOTAL	87,222.08	.00	87,222.08	
					FUND TOTAL	89,465.96	.00	89,465.96	
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
2036		12/23	AP	05/25/23	0000000 STOREY KENWORTHY	579.90		06/13/23	
2036		12/23	AP	05/17/23	0000000 BLUE BAR PAPER STOREY KENWORTHY	4.85		06/13/23	
2050		12/23	AP	05/15/23	0143393 #9 WINDOW ENVELOPES US BANK	200.64		06/08/23	
					AMZN MKTP US*TX7TE06A3 TONER-FBO ENVELOPE PRNTR				
					ACCOUNT TOTAL	785.39	.00	785.39	

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FUND 606 DATA PROCESSING FUND									
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2050		12/23 AP		05/17/23	0143393 US BANK	179.81		06/08/23	
					AMZN MKTP US*4B0931PX3 BULK CAT6, BACKPACK				
		ACCOUNT TOTAL				179.81	.00	179.81	
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									
2050		12/23 AP		04/27/23	0143393 US BANK	99.00		06/08/23	
					STK*BIGSTOCKPHOTO.COM ONLINE IMAGE SUBSCRIPTION				
		ACCOUNT TOTAL				99.00	.00	99.00	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
2036		12/23 AP		05/24/23	0000000 GORDON FLESCH COMPANY	1,282.83		06/13/23	
					COPIERS/24629-MPS01 05/22/23-06/21/23				
		ACCOUNT TOTAL				1,282.83	.00	1,282.83	
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2050		12/23 AP		05/19/23	0143393 US BANK	58.98		06/08/23	
					AMAZON.COM*R58KN7JV3 AMZN RAM, LAPTOP HARD DRIVE				
2050		12/23 AP		05/19/23	0143393 US BANK	73.96		06/08/23	
					AMZN MKTP US*569FY4SS3 POWER SUPPLY REPLACEMENTS				
2050		12/23 AP		05/15/23	0143393 US BANK	58.69		06/08/23	
					AMZN MKTP US*NP2296013 HDMI CABLE- CONF. RM 3				
2050		12/23 AP		05/09/23	0143393 US BANK	69.00		06/08/23	
					WAL-MART #0753 SSD REPLMT.-INVESTIG. PC				
2050		12/23 AP		04/26/23	0143393 US BANK	31.74		06/08/23	
					WM SUPERCENTER #753 HDMI SPLITTER REPLACEMENT				
2050		12/23 AP		04/24/23	0143393 US BANK	31.19		06/08/23	
					AMZN MKTP US*HF1Z160C2 AM SCANNER ROLLER REPLMT KIT				
		ACCOUNT TOTAL				323.56	.00	323.56	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
2036		12/23 AP		05/25/23	0000000 IP PATHWAYS, LLC	7,980.55		06/13/23	
					VMWARE SUPPORT				
		ACCOUNT TOTAL				7,980.55	.00	7,980.55	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
2036		12/23 AP		06/05/23	0000000 IT SAVVY, LLC	18,894.00		06/13/23	
					DESKTOPS/LAPTOP-INVENTORY				
2050		12/23 AP		05/12/23	0143393 US BANK	152.38		06/08/23	
					AMAZON.COM*5X7V99CS3 AMZN WIRELESS ERGO KEYBRD/MOUS				

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FUND 606 DATA PROCESSING FUND										
606-1078-441.93-01 EQUIPMENT / EQUIPMENT						continued				
2050		12/23	AP	05/08/23	0143393	US BANK	68.67			06/08/23
						AMZN MKTP US*K81E87OV3				
						MOBILE DEVICE CHARGERS				
2050		12/23	AP	05/08/23	0143393	US BANK	57.75			06/08/23
						AMZN MKTP US*R125G3Z93				
						IPHONE CASE/PROTECT/CHRGR				
2050		12/23	AP	05/03/23	0143393	US BANK	528.94			06/08/23
						DRI*MINITOOL SOFTWARE				
						PARTITION MGMT SOFTWARE				
2050		12/23	AP	04/28/23	0143393	US BANK	72.50			06/08/23
						AMZN MKTP US*HF3WR42E1				
						HDMI SPLITTER/SWITCH				
2050		12/23	AP	04/28/23	0143393	US BANK	204.02			06/08/23
						AMZN MKTP US*HF0U022V1				
						PHONE CASES-NEW DEVICES				
2050		12/23	AP	04/24/23	0143393	US BANK	139.08			06/08/23
						AMZN MKTP US*HV2ZB09Z2				
						IPHONE CASES-NEW DEVICES				
ACCOUNT TOTAL							20,117.34	.00		20,117.34
FUND TOTAL							30,768.48	.00		30,768.48
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
2040		12/23	AP	06/01/23	0000000	NORTHLAND PRODUCTS CO.	1,838.25			06/13/23
						BULK OIL AND ANTIFREEZE				
2070		12/23	AP	06/01/23	0000000	NORTHLAND PRODUCTS CO.	56.60			06/13/23
						USED OIL COLLECTION				
2070		12/23	AP	06/01/23	0000000	VIAFIELD GROWING OPPORTUNITY	23,774.83			06/13/23
						GAS TO TECHNOLOGY PKWY				
2040		12/23	AP	05/31/23	0000000	CONSOLIDATED ENERGY COMPANY	760.58			06/13/23
						CEMETERY				
2040		12/23	AP	05/31/23	0000000	NORTHLAND PRODUCTS CO.	467.70			06/13/23
						SAE30 SMALL ENGINE OIL				
2040		12/23	AP	05/23/23	0000000	NORTHLAND PRODUCTS CO.	105.62			06/13/23
						GREASE				
2040		12/23	AP	05/17/23	0000000	NORTHLAND PRODUCTS CO.		22.00		06/13/23
						PLASTIC BARREL RETURN				
2040		12/23	AP	05/17/23	0000000	NORTHLAND PRODUCTS CO.	1,695.20			06/13/23
						BULK ENGINE OIL				
2052		12/23	AP	04/30/23	0000000	NAPA AUTO PARTS	1,149.08			06/13/23
						NAPA AUTO PARTS				
ACCOUNT TOTAL							29,847.86	22.00		29,825.86
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS										
2052		12/23	AP	04/30/23	0000000	NAPA AUTO PARTS	26.30			06/13/23
						NAPA AUTO PARTS				

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS						continued			
ACCOUNT TOTAL						26.30	.00	26.30	
685-6698-446.72-17 OPERATING SUPPLIES / UNIFORMS									
2026		12/23	AP	05/08/23	0000000 SERVICEWEAR APPAREL, INC. UNIFORMS FOR FLEET MAINT	269.25		06/13/23	
ACCOUNT TOTAL						269.25	.00	269.25	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
2070		12/23	AP	06/02/23	0000000 KELTEK INCORPORATED	122.20		06/13/23	
					FS541 ARM REST				
2057		12/23	AP	05/22/23	0000000 O'DONNELL ACE HARDWARE	3.90		06/13/23	
					1/4 POLY TUBE FALLS PUMP				
2050		12/23	AP	05/16/23	0143393 US BANK	44.99		06/08/23	
					FARM & FLT OF CEDAR FLS				
					HITCH EXTENDER				
2026		12/23	AP	05/09/23	0000000 O'DONNELL ACE HARDWARE	26.28		06/13/23	
					MISC NUTS AND BOLTS				
2052		12/23	AP	04/30/23	0000000 NAPA AUTO PARTS	24,935.98		06/13/23	
					NAPA AUTO PARTS				
2040		12/23	AP	04/26/23	0000000 SIGNS BY TOMORROW	207.00		06/13/23	
					VEHCILE DECALS				
ACCOUNT TOTAL						25,340.35	.00	25,340.35	
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS									
2057		12/23	AP	06/01/23	0000000 RADIO COMMUNICATIONS CO., INC.	2,200.00		06/13/23	
					RADIO FEE				
2070		12/23	AP	05/29/23	0000000 PRECISE MRM LLC	1,040.00		06/13/23	
					AVL CELL FEE				
ACCOUNT TOTAL						3,240.00	.00	3,240.00	
685-6698-446.86-11 REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE									
2050		12/23	AP	05/12/23	0143393 US BANK	425.00		06/08/23	
					NASTFSECURITYREGISTRY				
					NASTF PROGRAM				
ACCOUNT TOTAL						425.00	.00	425.00	
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS									
2070		12/23	AP	05/26/23	0000000 ARAMARK	82.45		06/13/23	
					SHOP TOWELS				
ACCOUNT TOTAL						82.45	.00	82.45	

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FUND 685 VEHICLE MAINTENANCE FUND										
2040		685-6698-446.86-15		12/23	AP 05/19/23 0000000	REPAIR & MAINTENANCE / TIRE REPAIRS D & D TIRE INC. #280 TIRE REPAIR	275.00			06/13/23
ACCOUNT TOTAL							275.00	.00	275.00	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
2070		12/23	AP	06/04/23	0000000	RASMUSSEN CO., THE PD14 TO P/W	100.00			06/13/23
2070		12/23	AP	05/30/23	0000000	RASMUSSEN CO., THE PD20 TO P/W	75.00			06/13/23
2040		12/23	AP	05/22/23	0000000	D & D TIRE INC. #384 TRAILER TIRES	660.00			06/13/23
2040		12/23	AP	05/20/23	0000000	RASMUSSEN CO., THE PD15 TOWED TO P/W	80.00			06/13/23
2040		12/23	AP	05/09/23	0000000	EVANSDALE TRUCK & TRAILER, LL #383 REPAIRED TORQUE ARM ON REAR AXLE	1,326.00			06/13/23
ACCOUNT TOTAL							2,241.00	.00	2,241.00	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
2070		12/23	AP	05/24/23	0000000	KELTEK INCORPORATED MED UNIT UPFITTING FD541 VM00647	9,395.85			06/13/23
ACCOUNT TOTAL							9,395.85	.00	9,395.85	
FUND TOTAL							71,143.06	22.00	71,121.06	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
2036		689-1902-457.51-05		12/23	AP 05/19/23 0000000	INSURANCE / LIABILITY INSURANCE AHLERS AND COONEY, P.C. LGL:SCOTT DIX V. CF 04/17/23-05/15/23	22,023.00			06/13/23
ACCOUNT TOTAL							22,023.00	.00	22,023.00	
FUND TOTAL							22,023.00	.00	22,023.00	

PREPARED 06/13/2023, 10:06:06
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 11/2023

GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT	
FUND 724 TRUST & AGENCY									
724-0000-487.50-06						TRANSFERS OUT / TRANSFERS-SSMID COLL HILL			
2086		12/23 AP	06/09/23	0000000		COLLEGE HILL PARTNERSHIP	17,299.55		06/13/23
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	17,299.55	.00	17,299.55
						FUND TOTAL	17,299.55	.00	17,299.55
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
						GRAND TOTAL	2,847,012.64	818,454.31	2,028,558.33