



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, AUGUST 16, 2021
7:00 PM AT CITY HALL**

The City is providing in-person and electronic options for this meeting in accordance with the Governor's Proclamation of Disaster Emergency regarding meetings and hearings. The City encourages in-person attendees to follow the latest CDC guidelines to reduce the risk of COVID-19 transmission.

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

- a) By dialing the phone number +13126266799 or +19292056099 or +12532158782 or +13017158592 or +13462487799 or +16699006833 and when prompted, enter the meeting ID (access code) 962 7287 1738.
- b) iPhone one-tap: +13126266799,,96272871738# or +19292056099,,96272871738#
- c) Join via smartphone or computer using this link: <https://zoom.us/j/96272871738>.
- d) View the live stream on Channel 15 YouTube using this link: <https://www.youtube.com/channel/UCCzeig5nIS-dlEYisqah1uQ> (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

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

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of August 2, 2021.

Agenda Revisions

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

Special Presentations

2. Proclamation recognizing August 19, 2021 as Aviation Day.
3. Proclamation recognizing August 2021 as Gastroparesis Awareness Month.
4. Proclamation recognizing August 29, 2021 as Quota of the Cedar Valley, Inc. Day.

Special Order of Business

5. Hearing on a complaint issued to Bani's, 2128 College Street, for a first tobacco violation.
 - a) Oral comments.
 - b) Approve and authorize execution of an Order Assessing Penalty relative to a First Tobacco Violation regarding Bani's, 2128 College Street.

6. Hearing on a complaint issued to Prime Mart, 2728 Center Street, for a first tobacco violation.
 - a) Oral comments.
 - b) Approve and authorize execution of an Order Assessing Penalty relative to a First Tobacco Violation regarding Prime Mart, 2728 Center Street.
7. Hearing on a complaint issued to Prime Mart 1, 2323 Main Street, for a first tobacco violation.
 - a) Oral comments.
 - b) Approve and authorize execution of an Order Assessing Penalty relative to a First Tobacco Violation regarding Prime Mart 1, 2323 Main Street.

New Business

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

8. Receive and file the resignation of Lindsay Pieters as a member of the Housing Commission.
9. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Anne Bonsall Hoekstra, Art & Culture Board, term ending 07/01/2022.
 - b) Toni Wilson Wood, Art & Culture Board, term ending 07/01/2022.
 - c) Leslie Prideaux, Utilities Board of Trustees, term ending 08/31/2027.
10. Receive and file the Committee of the Whole minutes of August 2, 2021 relative to the following item:
 - a) Downtown Zoning Code – Parking Requirements for Private Property.
11. Approve the following Order Accepting Acknowledgment/Settlement Agreements:
 - a) The Landmark, 107 Main Street, First tobacco violation.
 - b) Metro Mart, 103 Franklin Street, First tobacco violation.
12. Approve a request for a temporary sign at 7213 Nordic Drive, September 12-16, 2021.
13. Approve the following applications for beer permits and liquor licenses:
 - a) Main Street Sweets, 307 Main Street, Class B native wine – renewal.
 - b) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
 - c) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - renewal.
 - d) The Library, 2222 College Street, Class C liquor & outdoor service - renewal.
 - e) The Other Place, 4214 University Avenue, Class C liquor & outdoor service - renewal.
 - f) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor & outdoor service - renewal.
 - g) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
 - h) B & B West, 3105 Hudson Road, Class E liquor - renewal.
 - i) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – temporary expansion of outdoor service area. (August 27-28, September 4-5 & September 10-11, 2021)
 - j) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - temporary expansion of outdoor service area. (August 27-30, 2021)

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

14. Resolution approving and adopting amendments to Administrative Policy No. 7.
15. Resolution approving and accepting a Local Fire Protection and Emergency Medical Services Grant for the purchase of firefighting turnout gear.

- [16.](#) Resolution approving and authorizing execution of an extension of an Agreement for Custodial Services with Fresh Start Cleaning Solutions, Inc. relative to providing custodial services for city buildings from September 1, 2021 through August 31, 2024.
- [17.](#) Resolution approving and authorizing execution of a Joint Funding Agreement for Water Resource Investigations with the U.S. Geological Survey relative to the Cedar River Streamgage Station.
- [18.](#) Resolution receiving and filing, and approving and accepting the bid of OEL Construction Services, Inc., in the amount of \$181,492.08, being the only bid received for the 2021 CDBG Sidewalk Infill Project.
- [19.](#) Resolution receiving and filing, and approving and accepting the bid of Blacktop Service Company, in the amount of \$161,988.49, being the only bid received for the 2021 Seal Coat Project.
- [20.](#) Resolution approving and accepting the contract and bond of OEL Construction Services, Inc. for the 2021 CDBG Sidewalk Infill Project.
- [21.](#) Resolution approving and accepting the contract and bond of Benton's Sand & Gravel, Inc. for the 2021 Permeable Alley Project.
- [22.](#) Resolution approving and accepting the contract and bond of Cobalt Contracting, L.C. for the 2021 Public Sidewalk Repair and Infill Project.
- [23.](#) Resolution approving and accepting the contract and bond of Cobalt Contracting, L.C. for the 2021 Sidewalk Assessment Project – Zone 4.
- [24.](#) Resolution approving and accepting the contract and bond of Owen Contracting, Inc. for the Cyber Lane Extension Project.
- [25.](#) Resolution approving and authorizing execution of Service/Product Agreement with AMPERAGE Marketing relative to FY22 digital advertising for the Tourism & Visitor Bureau.
- [26.](#) Resolution approving and authorizing execution of a Service/Product Agreement with the Iowa Northland Regional Council of Governments (INRCOG) for Community Development Block Grant (CDBG) Funding Project Delivery for FY22 (FFY2021).
- [27.](#) Resolution approving and authorizing execution of a Service/Product Agreement with the Iowa Northland Regional Council of Governments (INRCOG) for Home Investment Partnerships Program (HOME) Funding Project Delivery for FY22 (FFY2021).
- [28.](#) Resolution approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for parking improvements at 2415 Franklin Street.
- [29.](#) Resolution setting September 7, 2021 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinance relative to establishing the CD-DT, Downtown Character District.
30. Resolution setting September 7, 2021 as the date of public hearing on the proposed rezoning of all property within the defined boundaries of the Downtown Character District from current zoning classifications and placing the same in the CD-DT, Downtown Character District. (contingent upon approval of previous item)

Allow Bills and Claims

- [31.](#) Allow Bills and Claims of August 16, 2021.

City Council Referrals

City Council Updates

Staff Updates

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, AUGUST 2, 2021
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:03 P.M. on the above date. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Absent: None.

A moment of silence was observed in memory of former Councilmember Vernon Kolpek.

- 53426 - It was moved by Darrah and seconded by Harding that the minutes of the Regular Meeting of July 19, 2021 be approved as presented and ordered of record. Motion carried unanimously.

Mayor Green announced that Special Presentations would occur prior to Public Forum.

- 53427 - Mayor Green read a proclamation recognizing August 8-14, 2021 as National Health Center Week and People's Community Health Clinic CEO Christine Kemp commented.

- 53428 - Eashaan Vajpeyi, 3831 Convair Lane, commented on residential parking in the downtown area and the need for better management of public parking.

- 53429 - Mayor announced that in accordance with the public notice of July 23, 2021, this was the time and place for a continuation of the public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 CDBG Sidewalk Infill Project. It was then moved by Kruse and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file.

- 53430 - The Mayor then asked if there were any written communications filed to the proposed project and acquisition. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided a brief 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.

- 53431 - It was moved by Kruse and seconded by Miller that Resolution #22,474, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2021 CDBG Sidewalk Infill Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,474 duly passed and adopted.

- 53432 - Mayor announced that in accordance with the public notice of July 23, 2021, this

was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Seal Coat Project. It was then moved by Kruse and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

53433 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Tolan provided a brief 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.

53434 - It was moved by Kruse and seconded by Darrah that Resolution #22,475, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2021 Seal Coat Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,475 duly passed and adopted.

53435 - Mayor announced that in accordance with the public notice of July 23, 2021, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Street Patching Project. It was then moved by Kruse and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

53436 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Civil Engineer Tolan provided a brief 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.

53437 - It was moved by Kruse and seconded by Miller that Resolution #22,476, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2021 Street Patching Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #22,476 duly passed and adopted.

53438 - It was moved by Kruse and seconded by Harding that Ordinance #2992, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to the speed limit on certain portions of Viking Road, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance

#2992 duly passed and adopted.

- 53439 - It was moved by Kruse and seconded by Darrah that the rules requiring Ordinance #2993 be considered at three separate meetings, be suspended. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion Carried.

It was then moved by Darrah and seconded by deBuhr that Ordinance #2993, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to parking restrictions in municipal parking lots, be passed upon its third & final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. The Mayor then declared Ordinance #2993 duly passed and adopted.

- 53440- It was moved by Kruse and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

Receive and file the resignation of Craig Schwerdtfeger as a member of the Community Center & Senior Services Board.

Receive and file the Work Session minutes of July 19, 2021 relative to the following items:

- a) Northern Cedar Falls Drainage.
- b) Human Rights Commission-Joint Meeting.

Receive and file the Departmental Monthly Reports of June, 2021.

Approve the following applications for beer permits and liquor licenses:

- a) Smokin Oak Wood Fired Pizza, 1525 West Ridgeway Avenue, Class B beer – renewal.
- b) Vintage Iron, 104 Main Street, Class B wine – renewal.
- c) Kwik Star, 4515 Coneflower Parkway, Class C beer & Class B wine - renewal.
- d) The Black Hawk Hotel/Bar Winslow/Carter House Market & Cafe, 115-119 Main Street, Class B liquor, Class B wine & outdoor service - renewal.
- e) Octopus, 2205 College Street, Class C liquor & outdoor service - renewal.
- f) Texas Roadhouse, 5715 University Avenue, Class C liquor - renewal.
- g) Panther Travel Center, 1525 West Ridgeway Avenue, Class E liquor – renewal.
- h) Fast Track Racing, 100 Block of Clay Street, Class B beer & outdoor service - 5-day permit.

Motion carried unanimously.

- 53441 - It was moved by Kruse and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,477, approving and authorizing execution of a Professional Service Agreement with Carlson Dettmann Consulting for administration of civil service testing.

Resolution #22,478, approving and authorizing submission of an application for American Rescue Plan (ARP) funding to the National Endowment for the Arts for marketing, artist fees & equipment, and collection registration for the Hearst Center of the Arts.

Resolution #22,479, in support of a grant application to the Otto Schoitz Foundation for the Cedar River Recreation Project.

Resolution #22,480, in support of a Resource Enhancement and Protection (REAP) grant application to the Iowa Department of Natural Resources for the Cedar River Recreation Project.

Resolution #22,481, approving and authorizing an Amendment to an Entitlement Community Development Block Grant COVID-19 Program Contract with the Iowa Economic Development Authority relative to Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #22,482, approving and accepting two Temporary Easements for construction, in conjunction with the FFY20-21 CDBG Sidewalk Infill Project.

Resolution #22,483, approving and authorizing execution of a Community Housing Development Organization (CHDO) Subrecipient Agreement with Iowa Heartland Habitat for Humanity for the use of FY2021 federal HOME funds relative to the acquisition and rehabilitation of 913 Bluff Street.

Resolution #22,484, receiving and filing the bids, and approving and accepting the low bid of Cobalt Contracting, L.C., in the amount of \$157,876.17 for the 2021 Public Sidewalk Repair and Infill Project.

Resolution #22,485, receiving and filing the bids, and approving and accepting the low bid of Cobalt Contracting, L.C., in the amount of \$57,766.37 for the 2021 Sidewalk Assessment Project – Zone 4.

Resolution #22,486, receiving and filing the bids, and approving and accepting the low bid of Benton's Sand and Gravel, Inc., in the amount of \$102,915.60 for the 2021 Permeable Alley Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #22,477 through #22,486 duly passed and adopted.

53442 - It was moved by Harding and seconded by deBuhr that a resolution rescinding Resolution #22,201, being a resolution approving and adopting public meeting protocols during the COVID-19 pandemic, be adopted. City Attorney Rogers provided an explanation of the proposed resolution. Following questions and

comments by Councilmembers Kruse, Harding and Dunn, and responses by Attorney Rogers, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Sires. Nay: Miller, Kruse, Harding, Darrah, Dunn. Motion failed.

53443 - It was moved by Harding and seconded by Miller that the bills and claims of August 2, 2021 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.

53444 - It was moved by Harding and seconded by Darrah to refer to the Committee of the Whole the feasibility of adding a full-time Human Rights position on staff. Following questions and comments by Councilmembers Sires, Harding, deBuhr, Darrah, Kruse and Miller, and response by City Attorney Rogers, the motion carried 6-1, with deBuhr voting Nay.

It was then moved by Kruse and seconded by Harding that city staff develop guidelines for ending public participation in public meetings by electronic means. Motion carried unanimously.

53445 - City Administrator Gaines announced that updated policies may be coming out due to rising COVID-19 numbers.

53446 - It was moved by Kruse and seconded by Harding to adjourn to Executive Session to discuss Legal Matters per Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation; and Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 7:42 P.M.

Mayor Green reconvened the Council meeting at 8:43 P.M.

53447 - It was moved by Darrah and seconded by Harding that the meeting be adjourned at 8:44 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN

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



AVIATION DAY

August 19, 2021

WHEREAS, National Aviation Day was established by presidential proclamation in 1939 by President Franklin D. Roosevelt to celebrate the development of aviation; and

WHEREAS, since that time, Aviation Day has been promoted and celebrated nationwide through air shows,

WHEREAS, the U.S. aerospace community has directly and indirectly contributed to economic prosperity and national security for the past century; and

WHEREAS, the Cedar Valley is home to the Waterloo Regional Airport, a towered, full-service airport that enables residents to easily access commercial air travel for work and leisure; and

WHEREAS, the Waterloo Airport and Livingston Aviation provide invaluable services to the General Aviation community, and foster community interest groups like the Experimental Aircraft Association, Young Eagles, and Civil Air Patrol; and

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim August 19, 2021, as **Aviation Day** in Cedar Falls, and encourage residents to develop an interest and appreciation for aviation.

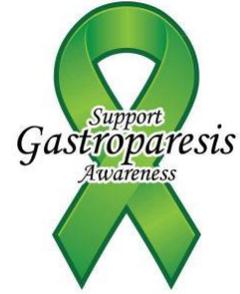


Signed this 14th day of July, 2021.

Mayor Robert M. Green



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



GASTROPARESIS AWARENESS MONTH

August 2021

WHEREAS, Gastroparesis is a paralysis of the stomach which causes extreme pain, nausea, vomiting, early satiety, and can lead to serious complications such as malnourishment, dehydration, extreme weight loss, overwhelming fatigue, a severe decrease in quality of life, and in some cases, even death; and

WHEREAS, Gastroparesis is a chronic illness affecting more than 5 million people in the United States, yet public awareness and medical understanding of this condition is severely lacking; and

WHEREAS, no known cure exists for Gastroparesis, and the few treatment options available can lead to even more serious complications such as sepsis; and

WHEREAS, those affected by Gastroparesis seek more research, additional treatment options and effective medications, better patient support, and hope for a future free of the constant suffering and pain; and

WHEREAS, the people of Cedar Falls can benefit from increased awareness of the devastating effects of Gastroparesis for the good of public health and to better support those inflicted with this disorder;

THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby designate August 2021 as **Gastroparesis Awareness Month** in Cedar Falls, and I do hereby encourage residents to learn about Gastroparesis and to seek out ways to support our neighbors who suffer from this debilitating illness.



Signed this 30th day of July, 2021.

Mayor Robert M. Green



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



QUOTA OF THE CEDAR VALLEY, INC. DAY

August 29, 2021

WHEREAS, Quota of the Cedar Valley, Inc. was founded in 1926 as Quota of Waterloo, and is a non-profit organization to promote literacy, assist individuals with hearing and speech impediments, and to provide humanitarian service to those in need; and

WHEREAS, Quota of the Cedar Valley provides Quota Cares Bears to all area hospitals and other medical providers to comfort children and adults experiencing trauma; and

WHEREAS, Quota of the Cedar Valley sponsors the “Cops ‘n’ Kids” reading program to encourage positive relationships between police officers and youth, and to ensure children can explore their full potential through literacy and education, and since 1926 has provided nearly 73,000 books to Cedar Valley children and adults; and

WHEREAS, Quota of the Cedar Valley provides extensive services and financial support to Exceptional Persons, the Job Foundation, Catholic Worker House, Northeast Iowa Food Bank, the Boys and Girls Club, Love, INC., the YWCA, Salvation Army, and other worthy organizations, and \$13,000 in annual UNI scholarships ; and

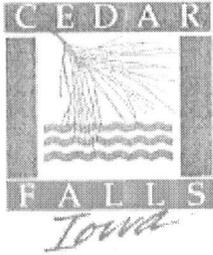
WHEREAS, on Sunday, August 29th, Quota of the Cedar Valley will host its 71st Brunch fundraiser at the Waterloo UAW Hall (2615 Washington Street) from 9:30am to 12:30pm, with dine-in and carry-out service;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim August 29, 2021, as **Quota of the Cedar Valley, Inc. Day** in Cedar Falls, and encourage residents to support Quota’s fundraising and community service efforts.



Signed this 4th day of August, 2021.

Mayor Robert M. Green



DEPARTMENT OF ADMINISTRATIVE SERVICES

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-223-8600
FAX 319-258-5126

July 30, 2021

Bani's
c/o Cedar Star, Inc.
2128 College Street
Cedar Falls, IA 50613

RE: 1/27/21 Tobacco Violation

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on August 16, 2021, City Council Chambers. The hearing complaint, which has been filed against you, is attached.

If you or your representative fails to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Luke C. Jenson, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of \$300.00, made out to the "City of Cedar Falls". This will satisfy the penalty for a first violation under Iowa Code Section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,

Luke C. Jenson
Assistant City Attorney

IN RE:
Bani's
c/o Cedar Star, Inc.
2128 College Street
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, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."
2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1).
3. On or about January 27, 2021, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the Complaint and court docket are attached and incorporated herein as Exhibit A.
4. 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 in the amount of Three Hundred and No/100 Dollars (\$300.00) against Cedar Star, Inc. d/b/a Bani's.

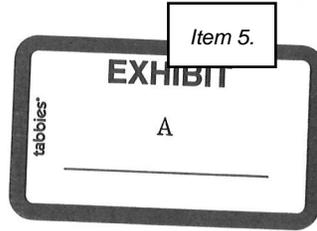


Luke C. Jenson
Assistant Cedar Falls City Attorney
528 West 4th Street
P.O. Box 1200
Waterloo, IA 50704-1200
(319) 232-6555

Original to:
Cedar Star, Inc. d/b/a Bani's
2128 College Street
Cedar Falls, IA 50613

Copy to:
Carson Barron, Investigator
Cedar Falls Police Department
4600 South Main Street
Cedar Falls, IA 50613

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



State of Iowa
 County of BLACK HAWK No. 07
 City of: CEDAR FALLS
In the Court at City Hall, 229 Clay Street, Cedar Falls
 Court House, 315 E. 5th St., Waterloo

CF 168974

vs:
Name Cummings Heather Marte
Address 715 W 20th St.
City Cedar Falls State IA Zip 50613
DL# 730XX1386 State IA

DL Class C DL End — DL Rest — DL/State ID Viewed? Yes No
DOB 08/23/80 Race W Ethn N Sex F Ht. 5'00" Wt. 100
The undersigned states that on or about 01/27/2021 at 1250 AM PM
defendant did unlawfully:

Operate Motor Veh./Boat (describe):
CDL Req? Yes No Pass. End. Req? Yes No HazMat End. Req. Yes No

Reg. # _____ State _____ Year _____ US DOT # _____
Upon a public highway at 2128 Colkey St. (Bonis)

Located in the county and state aforesaid and did then and there commit the following offense:
 Speed Violation 135 Zone _____
Criminal Surcharge \$ 20.25 Reason: Serious PI Fatal Accident
Court Costs \$ 55 Civil Damage Assessment Other
Total Fine/Costs: 210.25

VIOLATION Employee providing tobacco to minor
Speed _____ in _____ Zone Sec. 453A.2(1) 20 21 IA Code
DATA CODE _____ Fed/Adm. Code _____ C.F. Ord. 1990 Sec. _____

Dated 01/27/21 YH RAISO

Court Date: If you must appear in court or if you choose to appear to answer to a charge which does not require an appearance, report to the above named court on
03/08/2021 at 0900 AM PM

NOTICE: Providing false information is a violation of Section 719.3 of the Code of Iowa and is punishable as an aggravated misdemeanor.

You hereby are given notice that within a reasonable time but no later than the date schedule for your initial appearance a citation/complaint sworn under oath will be filed with the district court clerk of the county in which the citation was issued. My signature below is as follows:
1. I hereby swear and affirm that the information provided by me on this citation is true and under penalty of providing false information.
2. I promise to appear in said court at said time and place or I will comply with the provision on the top of the reverse side of the citation.
The following is applied to this citation:
I hereby give the undersigned my appearance. I agree that I will appear in court as stated on the citation.

287.88

Heather Cummings



Item 5.

Case Number: STA0203828 Case Title: STATE vs. CUMMINGS, HEATHER M

Opened: 02-02-2021

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

HEATHER M CUMMINGS

715 W 20TH ST

CEDAR FALLS, IA 50613-0000

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2021-01-27	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date

Case History

03-12-2021 01:13:09 PM VIOLATIONS HANDLED BY CLERK
Court Filed by: Court

02-02-2021 11:10:00 AM TRAFFIC TICKET FILING
Court TRAFFIC TICKET FILING
Filed by: Court



DEPARTMENT OF ADMINISTRATIVE SERVICES

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

July 30, 2021

Sardar, LLC
2728 Center Street
Cedar Falls, IA 50613

RE: Prime Mart, 2728 Center Street, Cedar Falls, Iowa
1/27/21 Tobacco Violation

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on August 16, 2021, City Council Chambers. The hearing complaint, which has been filed against you, is attached.

If you or your representative fails to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Luke C. Jenson, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of \$300.00, made out to the "City of Cedar Falls". This will satisfy the penalty for a first violation under Iowa Code Section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,


Luke C. Jenson
Assistant City Attorney

IN RE:
Sardar, LLC
d/b/a Prime Mart
2728 Center Street
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, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."
2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1).
3. On or about January 27, 2021, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the Complaint and court docket are attached and incorporated herein as Exhibit A.
4. 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 in the amount of Three Hundred and No/100 Dollars (\$300.00) against Sardar, LLC d/b/a Prime Mart.



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

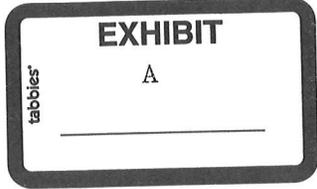
Original to:
Sardar, LLC d/b/a Prime Mart
2728 Center Street
Cedar Falls, IA 50613

Copy to:
Carson Barron, Investigator
Cedar Falls Police Department
4600 South Main Street
Cedar Falls, IA 50613

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

STA0203030

PLAINTIFF:
 State of Iowa
 County of: BLACK HAWK No. 7 **CF 150977**
 City of: CEDAR FALLS
 In the Court at City Hall, 220 Clay Street, Cedar Falls
 Court House, 316 E. 5th St., Waterloo
 vs:
 Name Geerts Paige Madison
 Address 1621 Woodmayr Dr
 City Waterloo State IA Zip 50703
 SS/DL# 718A50542 State IA DL Class 0
 DL Endorsement _____ DL Restriction _____
 DOB 9/16/98 W F 5'5
 The undersigned states that on or about 1/27/21 at 1945 AM PM
 defendant did unlawfully:
 Operate Motor Veh./Boat (describe) _____



Reg. # _____ State _____ Year _____
 Upon a public highway at 22728 Center St.
 Located in the county and state aforesaid and did then and there commit the following offense:

Traffic Navigation Snowmobile/ATV Fish-Game Parks
 Scheduled Fine \$ 135 Court Appearance Penalty \$55 (Harris)
 Surcharge \$ 20.25
 Court Costs \$ 55
 Total Fine/Costs \$ 210.25 Road Construction Zone
 Accident PI PD F

VIOLATION employee providing tobacco to minor
 Speed _____ In _____ Zone _____ DATA CODE _____

In Violation of:
 Write 20 IA Code Sec. 453A.2(1) CF Ord. 1990 Sec. _____
 In I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct.

This Dated 1/27/21 [Signature] GAIZO
 Court Date: If you must appear in court or if you choose to appear to answer to a charge which does not require an appearance, report to the above named court on 03/08/21 at 0900 AM PM

NOTICE: Providing false information is a violation of Section 719.3 of the Code of Iowa and is punishable as an aggravated misdemeanor.

My signature below is not a plea of guilty, but acknowledges all of the following:
 1. I hereby swear and affirm that the information provided by me on this citation is true and under penalty of providing false information
 2. I promise to appear in said court at said time and place, or I will comply with the provision on the reverse side of the citation
 The following applies to simple misdemeanor only:
 3. I hereby give my unsecured appearance bond in the amount of 287.88 dollars and a, for my written appearance. I agree that if I fail to appear in person or by counsel to defend against the offense charged in this citation, the court is authorized to enter a conviction and render judgment against me for the amount of my appearance bond in satisfaction of the penalty and surcharge plus court cost
 * [Signature]



Case Number: STA0203832 Case Title: STATE vs. GEERTS, PAIGE M

Opened: 02-02-2021

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

PAIGE M GEERTS
1621 WOODMAYR DR
WATERLOO, IA 50703
business: (319) 233-3410

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2021-01-27	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date

Case History

03-08-2021 10:07:47 AM Court	VIOLATIONS HANDLED BY CLERK Filed by: Court
02-02-2021 11:26:00 AM Court	TRAFFIC TICKET FILING TRAFFIC TICKET FILING Filed by: Court



DEPARTMENT OF ADMINISTRATIVE SERVICES

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

July 30, 2021

BSE, Inc.
2323 Main Street
Cedar Falls, IA 50613

RE: Prime Mart 1, 2323 Main Street, Cedar Falls, Iowa
1/27/21 Tobacco Violation

Dear Sir or Madam,

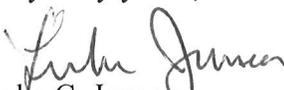
The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on August 16, 2021, City Council Chambers. The hearing complaint, which has been filed against you, is attached.

If you or your representative fails to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Luke C. Jenson, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of \$300.00, made out to the "City of Cedar Falls". This will satisfy the penalty for a first violation under Iowa Code Section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,


Luke C. Jenson
Assistant City Attorney

IN RE:
BSE, Inc.
d/b/a Prime Mart 1
2323 Main Street
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, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."
2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1).
3. On or about January 27, 2021, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the Complaint and court docket are attached and incorporated herein as Exhibit A.
4. 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 in the amount of Three Hundred and No/100 Dollars (\$300.00) against BSE, Inc. d/b/a Prime Mart 1.



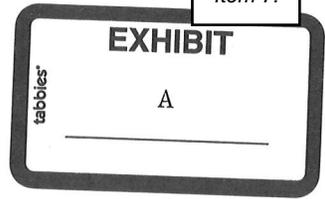
Luke C. Jenson
Assistant Cedar Falls City Attorney
528 West 4th Street
P.O. Box 1200
Waterloo, IA 50704-1200
(319) 232-6555

Original to:
BSE, Inc. d/b/a Prime Mart 1
2323 Main Street
Cedar Falls, IA 50613

Copy to:
Carson Barron, Investigator
Cedar Falls Police Department
4600 South Main Street
Cedar Falls, IA 50613

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

Item 7.



5107 2-2-2001 IOWA UNIFORM CITATION AND COMPLAINT 552

State of Iowa
 County of BLACK HAWK
 City of: CEDAR FALLS
Traffic court at South Main St. & 1st St. Waterloo

CF 168975

vs:
Name ACKERSON DUSTIN
Address 6228 Pashby Rd.
City Cedar Falls State IA Zip 50613
DL# ~~404528~~ 445985864 State _____

DL Class _____ DL End _____ DL Test _____ DL/State ID Viewed? Yes No
DOB 12/17/90 Race W Ethnic N Sex M Ht _____ Wt _____

The undersigned states that on or about 01/27/21 at 1807 AM PM
defendant did unlawfully:

Operate Motor Veh./Boat (describe): _____
COL Req? Yes No Pass. End. Req? Yes No Haz/Mat End. Req. Yes No

Reg. # _____ State _____ Year _____ US DOT # _____

Upon a public highway at 2323 Main St. (Prime Mart)
Located in the county and state aforesaid and did then and there commit the following offense:

ched. Violator/Fine: 135
Criminal Surcharge \$ 20.25
Court Costs \$ 55 Reason: Serious PI Fatal Accident
Total Fine/Costs \$ 210.25 Civil Damage Assessment Other

VIOLATION Employee providing tobacco to minor

Speed _____ in _____ Zone Sec 453A.2(1) 2021 IA Code
DATA CODE _____ Fed/Adm. Code _____ C.F. Ord. 1990 Sec. _____

Dated 01/27/21 [Signature] PAISO

Court Date: If you must appear in court or if you choose to appear to answer to a charge which does not require an appearance, report to the above named court on 03/08/21 at 0900 AM PM

NOTICE: Providing false information is a violation of Section 719.3 of the Code of Iowa and is punishable as an aggravated misdemeanor.

You hereby are given notice that within a reasonable time but no later than the date schedule for your initial appearance a citation/complaint sworn under oath will be filed with the clerk of the court in which the citation was issued. My signature below is not a signature of the State of Iowa.

- 1. I hereby swear and affirm that the information provided in this citation is true and under penalty of providing false information.
- 2. I promise to appear in said court at said time and place, or I will comply with the provision on the top of the reverse side of this citation.

[Signature]

287-88



Case Number: STA0203829 Case Title: STATE vs. ACKERSON, DUSTIN JOSEPH

Opened: 02-02-2021

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

DUSTIN JOSEPH ACKERSON

6228 PASHBY RD

CEDAR FALLS, IA 50613

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2021-01-27	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date

Case History

03-04-2021 10:21:09 AM
Court

VIOLATIONS HANDLED BY CLERK
Filed by: Court

02-02-2021 11:13:00 AM
Court

TRAFFIC TICKET FILING
TRAFFIC TICKET FILING
Filed by: Court

Lindsay Pieters
202 Highland Boulevard
Waterloo, Iowa 50703

August 6, 2021

Stephanie Sheetz
Director of Community Development
City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Stephanie,

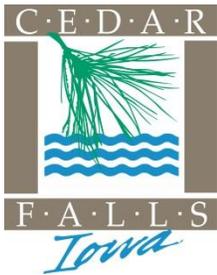
This letter serves as my formal resignation from the Cedar Falls Housing Commission.

I have moved to Waterloo.

Thank you for the opportunity to learn more about how the commission can help citizens of Cedar Falls.

All the best,

Lindsay Pieters



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

TO: City Council

FROM: Mayor Robert M. Green *Robert Green*

DATE: August 4, 2021

SUBJECT: Art and Culture Board – Member Appointments

REF: Code of Ordinances, City of Cedar Falls §17-133: Art and Culture Board

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby appoint the following individuals to the Art and Culture Board:
 - Ms. Anne Bonsall Hoekstra – Filling vacancy of a term ending 7/1/2022
 - Ms. Toni Wilson Wood – Filling vacancy of a term ending 7/1/2022
2. Once appointed, these two individuals will be eligible for re-appointment to a regular four-year term.
3. The Selection Panel for these appointments consisted of Council Member Frank Darrah (Chair of the Community Relations & Planning Committee), Kate Brennan Hall (President of the Art & Culture Board) and Stephanie Sheetz (Director of Community Development), with Heather Skeens as staff liaison.
4. Please contact me if you have any questions about the above appointments.

xc: City Administrator
 Director of Community Development
 Visitors, Tourism and Cultural Programs Manager

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: **Anne** **E** **Bonsall Hoekstra** Gender: **F** Date: **04-19-2021**
First MI Last

Home Address: **424 N Highland Drive** Home Phone: **319-404-7901**

Work Address: Work Phone:

E-mail Address: **anne.bonsall@gmail.com** Cell Phone: **319-404-7901**

Employer: Position/Occupation: **Homemaker/Stay at Home Mom**

If Cedar Falls resident, length of residency: **38 years** City Ward: **3** 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).

My most recent employment was at the UNI Center for Social and Behavioral Research. I was responsible for grant writing and overseeing research at the local, state and federal level. In addition to quantitative research, I headed up the qualitative research division and lead focus groups, locally, across Iowa and at the national level. Member and volunteer at Prairie Lakes Church (15+ years), volunteer at Montessori System Preschool and Hansen Elementary. Community presentations at UNI, Rotary Club and PEO.

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

I work well with others and love being around people and building relationships. I am organized, an excellent communicator, and passionate about bringing people together behind a common mission. I am very passionate about the City of Cedar Falls.

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

I am extremely passionate about our city, am eager to see it continue to grow and thrive and I feel that it is my role as a lifelong resident to continue to make this town a place that residents can be proud of and visitors can leave with a great appreciation for all that our city has to offer.

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.



ART AND CULTURE BOARD CANDIDATE QUESTIONNAIRE

Name: Anne Bonsall Hoekstra

Date: May 25, 2021

Can you attend board meetings which occur the 4th Wednesday of the month at 5pm at the Hearst Center? **Yes**

1. What is your interest and background in the Arts and in cultural outreach?

My first involvement with arts and cultural outreach was at Wartburg College where I was invited to serve on the President's Convocation Board. My role on this board was to choose guest speakers for the yearly convocation series at Wartburg. Speakers came from a wide array of backgrounds and included authors, musicians, artists, and scholars. Convocations are attended by students, faculty, staff, alumni and the community. I was passionate about my role on this board because of the opportunity to further enrich the lives of all who attend such events.

I'm currently serving on several committees involved in planning the GBPAC 20th anniversary celebration. I'm specifically involved in planning events for children and families as a part of the anniversary celebration. I am excited about my role on this committee, as I fully believe in the power of enriching the lives of children and their families by making arts, culture and creativity accessible and exciting for all.

2. What experiences have you had with the Hearst Center's facilities and programs?

As a lifelong resident of Cedar Falls, my experience with the Hearst Center began at a very early age when my parents enrolled my sister in many of the various program offerings. I remember many Saturday mornings spent doing ceramics classes, painting and a family tie dye class my family did together. Most currently, my husband and I have continued to enrich the lives of our own children through the Hearst Center's many programming offerings. Our children attended the weekly Messy Mornings program for several years before starting school and we are eager to begin several summer camps this summer. We were also able to enjoy the take-home art kits that have been offered by the Hearst Center throughout the pandemic. Although not a specific Hearst Center program, our children recently had a series of piano workshops and a recital held at the Center where we were able to not only enjoy the facility but also the surrounding grounds and garden.

3. Why are you interested in serving on the Art and Culture Board?

I am interested in serving on the Art and Culture Board because I have seen the power of art and culture in my own life, the lives of my children and in those around me. I am passionate about continuing to make our community a place where people can experience a wide array of opportunities that enrich their lives and broaden their perspectives. I am especially passionate about making these experiences available to all individuals regardless of their background, race, education or socioeconomic status.

4. What believe your role would be on this advisory board?

I believe that my role on the advisory board would be to work as a team with other board members to implement art and culture opportunities within the City of Cedar Falls.

5. **What changes would you like to see in the Hearst Center, and in the Cultural Arts Division overall?**

I would like to see the Hearst Center continue to offer high quality programming and would like to work to make sure that there is a wide variety of programming offerings for people of all different backgrounds. I would like to see the Hearst Center and the Cultural Arts Division continue to foster strong relationships with the University of Northern Iowa and other local organizations.

6. **Fundraising for facilities, projects and endowments is critical for this Board; what is your experience and interest in fundraising activities?**

I do not have any direct fundraising experience. As a lifelong resident of this community, I believe that I would be poised to leverage these relationships in order to provide funds for various projects, facilities and endowments.

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: **Toni** **W** **Wilson** Gender: **F** Date: **8/30/2020**
First MI Last

Home Address: **1103 W 10th Street** Home Phone: _____

Work Address: **Toni.Wood@MercyHealth.com** Work Phone: _____

E-mail Address: **tonimariwilson@gmail.com** Cell Phone: **319-400-0311**

Employer: **MercyOne Waterloo** Position/Occupation: **Patient Registration Rep**

If Cedar Falls resident, length of residency: **9 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).

Community Theatre--both Waterloo and Cedar Falls--acting, directing, dramaturging for 8 years on and off
PTO secretary--Aldrich Elementary 2018-2019 school year
Assisted with CFSD push for high school bond
Precinct Secretary for Iowa Caucus 2020

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

I have do work as a secretary and as part of a governing body for PTO and for precinct secretary, which has given me a base for how groups like that work. I believe that my education background (AA in journalism and BA in theatre arts) gives me a background in researching and seeing things from different sides that is needed to be on a board.

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

I would like to serve on city boards and commissions to get a better idea of how our city is run from the inside. I love Cedar Falls and would love to help make things like arts and the library even better than they already are, and to make Cedar Falls a better place for people of all genders, races, religion and creed.

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.

I am not aware of any potential conflicts of interest, but would be happy to address any that might arise.



ART AND CULTURE BOARD CANDIDATE QUESTIONNAIRE

Name: Toni Wilson Wood

Date: 05/23/2021

Can you attend board meetings which occur the 4th Wednesday of the month at 5pm at the Hearst Center? Yes No

1. What is your interest and background in the Arts and in cultural outreach?

I have been involved in arts for my entire life. I have been a writer for the majority of it, as a journalist, a fiction writer and a playwright (including a ten minute play called 'Licking Pollock'). I have a BA in theatre arts from the University of Iowa and I have been involved with theatre locally, mostly with Waterloo Center for the Arts. I have also been involved as an actor and director for Red Herring Theatre. The pandemic has shown how important the arts are in so many ways, and I also feel like the arts are important for saving lives, as well as enriching them. I know that there have been many television shows, movies, musicals and tons of music that has helped me get through the current political climate and the pandemics. Arts is a language that everyone can speak.

2. What experiences have you had with the Hearst Center's facilities and programs?

I have spent a lot of time on the grounds and trails of the Hearst Center and I have been involved with a few of the Red Herring Theatre readings, as both an actor and director.

3. Why are you interested in serving on the Art and Culture Board?

Having a thriving arts community is important to the health of the community--it fosters creativity and understanding. Encouraging the citizens to have a hand in enjoying and creating art is important. I would like to bring suggestions on how to get the arts more out into the community, via schools, churches, nursing homes and other areas. The arts are about holding a mirror up to society and ourselves and seeing who we really are, which is an important thing in our society now.

4. What believe your role would be on this advisory board?

I believe my role on the advisory board would be to come up with new ideas for developing programming and for fundraising. I enjoy thinking of different ways to possibly fundraise and I also enjoy thinking of different ways for people to be involved in the arts.

5. What changes would you like to see in the Hearst Center, and in the Cultural Arts Division overall?

I would like to see the Cultural Arts division expand more into the city. I do not mean that I think the Hearst Center for the Arts should be moved from where it is--it has roots in a beautiful area that attracts so many people with it's beautiful grounds and trails. I feel that the Cultural Arts Division, Hearst and the city would benefit from another Center, perhaps downtown or maybe in an area of North Cedar. This additional center could focus on other kinds of Arts--writing, music, dance, theatre--and allow for more inclusion of under-represented peoples in the arts. Giving the LGBTQ+, People of Color and Handicapped artists we have in our area a place to be and express themselves creatively would benefit everyone.

I am also absolutely loving the Red House Studios project. I love that there is a place that is affordable for artists to do their work. I believe that this is something that could be expanded even with an additional center--and could even sponsor scholarships for different under-represented groups such as those I mentioned above, as well as single and working parents who are also artists. I have ideas on how this could be expanded and funded. The city being involved in something like this says to its creative residents that they are valued. I also think that there should be more school and community involvement, and this could be something that would be linked to artists who participate in the Red House Studio.

Bringing more arts into schools and public spaces like the library, and even sponsoring special events into nursing homes will further enrich the lives of our citizens and will promote people who have always wondered if they should be involved in the arts, actually to be involved.

I also would love to see working together with other towns in the Cedar Valley to do different art ventures.

6. Fundraising for facilities, projects and endowments is critical for this Board; what is your experience and interest in fundraising activities?

I have been interested in fundraising for a long time, and have thought up many different ways to bring in funds. One of my favorite ones was a Pledge-a-Picketer for Planned Parenthood in Cedar Falls. I suggested to my followers on Facebook that we start pledging a certain amount of money per picketer who showed up at the clinic (or a flat amount if so desired) and we were able to raise a couple hundred dollars for the clinic in a small amount of time. I found it to be valuable to include social media in this quest--having people spread it around that we were doing something like this helped the clinic. I was also involved as Secretary for the PTA at Aldrich Elementary where the members brainstormed ideas for fundraising for our organization to support the school. This was a group effort to come up with different ways to raise funds. We all worked on the Honest Ask campaign that was suggested. With it, we came up with a budget that covered everything the PTA wanted to do for the school and its teachers. We sent out letters explaining that if we got that amount donated by a certain date, we wouldn't have to do any sales of cookie dough, or magazines, or wrapping paper. It was quite effective and popular. I love thinking of ways to do things outside of the box, and with the pandemic, everyone had to think that way. I think a lot of what is done in the arts is done with the outside the box mindframe, and this is a way of approaching fundraising that could work well in the arts.

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.



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

TO: City Council

FROM: Mayor Robert M. Green *Robert Green*

DATE: August 11, 2021

SUBJECT: Appointment to Cedar Falls Utilities Board of Trustees

REF: (a) Code of Ordinances, City of Cedar Falls §2-448: Utilities Board of Trustees

1. In accordance with reference (a), I hereby appoint Ms. Leslie Prideaux to the Cedar Falls Utilities Board of Trustees for a six year term beginning on September 1, 2021 and ending on August 31, 2027.
2. I especially wish to thank the Selection Panel, consisting of Council Member Mark Miller, (Chair of the Public Works Committee), MaraBeth Soneson (Utilities Board Vice Chair), City Administrator Ron Gaines and CFU General Manager Steve Bernard for their excellent work to ensure a fair and unbiased selection process.
3. As required by the City Council, this appointee will appear before the Committee of the Whole on August 16, 2021 to answer any questions you may have.
4. Please contact me with any additional questions.

Encl: (1) Leslie Prideaux General Application and Candidate Questionnaire

Xc: City Administrator
CFU General Manager

###



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Item 9.

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: **Leslie** **J** **Prideaux** Gender: **F** Date: **3/31/2021**
First MI Last

Home Address: **3110 Pendleton Drive** Home Phone: **319-404-2381**

Work Address: **205 Commons** Work Phone: **319-273-3093**

E-mail Address: **leslieprideaux@gmail.com** Cell Phone: **319-404-2381**

Employer: **University of Northern Iowa** Position/Occupation: **AVP Alumni Relations**

If Cedar Falls resident, length of residency: **7 years** City Ward: **3** 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>

- | | | |
|--|---|---|
| <input type="checkbox"/> Art and Culture Board | <input type="checkbox"/> Board of Rental Housing Appeals | <input type="checkbox"/> Human Rights Commission |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Library Board of Trustees |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Community Center & Senior Services Board | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Board of Electric Examiners & Appeals | <input type="checkbox"/> Health Trust Fund Board | <input type="checkbox"/> Planning & Zoning Commission |
| <input type="checkbox"/> Board of Mechanical Examiners & Appeals | <input type="checkbox"/> Historic Preservation Commission | <input checked="" type="checkbox"/> Utilities Board of Trustees |
| <input type="checkbox"/> Board of Plumbing Examiners & Appeals | <input type="checkbox"/> Housing Commission | <input type="checkbox"/> 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).

I currently serve as the Chair of the Visitors and Tourism Board (member since 7/2016), a member of the Planning and Zoning Commission (member since 4/2019), and Treasurer of Grow Cedar Valley (member since 7/2018). Professionally, I work for the University of Northern Iowa and by virtue of my position have close working relationships with the administration and all departments.

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

I am uniquely qualified to serve on the CFU Board of Trustees due to my wide-breadth of service to Cedar Falls, the Cedar Valley and my strong tie to the university. UNI is central to the city of Cedar Falls and represents a large constituent body I feel is not currently represented on the CFU Board of Trustees. I am also skilled in strategic planning (ideation, visioning, and overall process) and consensus building.

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

I would like to serve the city of Cedar Falls. I am very skilled at navigating challenging issues where there are opposing viewpoints. I believe I can serve as a person who seeks first to understand, listen, and learn before making decisions and judgements on projects. I believe CFU is a huge asset to Cedar Falls and greatly increases the quality of life for the community. I'd like to be a part of shaping its growth and future.

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.

I currently serve on the Planning and Zoning Commission and the Visitors and Tourism Board. My term for both end this summer. I am willing to drop the necessary board(s) in order to join the CFU Board of Trustees.



UTILITIES BOARD OF TRUSTEES CANDIDATE QUESTIONNAIRE

Item 9.

Name: Leslie Prideaux

Date: July 2, 2021

Can you attend Board of Trustee meetings on the 2nd Wednesday of the month at 2:00pm at the CFU Office? Yes No

1. Why are you interested in serving on the Utilities Board of Trustees?

I am interested in serving on the Utilities Board of Trustees for three primary reasons: The first is to provide a strong connection between CFU and the university. I have strong relationships on campus and can provide connections, perspectives, and the potential to develop/sustain strong relationships with one of the city's largest employers. The second is that I am a strong proponent of partnering with community members to decrease our overall need for energy. I am excited to be a part of an organization that has already decreased our overall CO₂ emissions by 20 percent this past decade and I look forward to working to decrease this amount even further. The final reason is that I want to provide a service to my community. I am a leader capable of bridging chasms, building consensus, and pushing our community to be the leader we know it can be in utility services.

2. How should energy conservation influence the decisions of Cedar Falls Utilities?

Energy conservation is one key part of an overall equation of utility services. It is balanced with understanding the energy needs of the community, decreasing energy consumption, and identifying alternative energy methods that decrease our carbon footprint. We are citizens of the world in an environmental crisis and it is our responsibility to wisely consume precious resources. Our duty to our constituents is to meet their energy needs—yes, but to also educate and inform citizens of our collective responsibility to reduce our footprint. We can do this together with responsible, gradual movements to a more sustainable model of energy production.

3. As a City-owned entity, should CFU annually transfer funds to the City equal to the fees charged to private utilities for property taxes, franchise fees, right-of-way usage, and stockholder dividends?

I feel that I need more information to appropriately answer this question. Before taking a stand on any issue, I would want to understand the situation from all angles. Here are the questions I would like answered prior to forming an opinion: How have funds been handled in the past? Have there been issues with previous agreements? What issues would this potentially cause for CFU or the City? What are the overall goals and desired outcomes of this arrangement?

4. The Trustees provide operational and fiduciary oversight for CFU; what is your experience in personnel management, financial operations, litigation, business operation, and risk management?

I have expansive experience in personnel management, financial operations and oversight, business operation, and risk management. My position at the University of Northern Iowa requires that I manage staff, volunteers, and board members. I am also responsible for more than a \$1 million in investments and an operating budget of nearly \$500,000. In addition to my professional role, I serve as the treasurer for Grow Cedar Valley overseeing the finances of Grow Cedar Valley, Tech Works, and LeaderValley. In both my professional and volunteer capacities I regularly oversee business operations and risk management. My experience in litigation is limited, however, I have worked with both university and private attorneys navigating a few issues including dissolving former organizations, creating an LLC, and drafting service agreements.

5. Cedar Falls Utilities competes directly with private sector utilities and communications companies. When is it appropriate for governmental entities to compete against private corporations?

I believe it is appropriate for governmental entities to compete against private corporations to create market competition leveling prices for needed services. CFU provides services and products that enhance the overall quality of life for the residents of Cedar Falls. Citizens may opt to select competing private services, but CFU provides options that are affordable and accessible. It is critical for utilities provided by CFU to be affordable and accessible for all residents.

6. Please list your organizational and relational connections which might pose potential conflicts of interest for items under consideration by the Utilities Board of Trustees.

- Planning and Zoning Commission
- Cedar Falls Tourism Board
- Grow Cedar Valley
- University of Northern Iowa

Committee of the Whole
Cedar Falls Council Chambers
August 2, 2021

The Committee of the Whole met at City Hall at 6:05 p.m. on August 2, 2021, with the following Committee persons in attendance: Mayor Robert Green and Councilmembers Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller and Dave Sires. Staff members from all City Departments and members of the community attended in person and teleconferenced in.

Mayor Green called the meeting to order and introduced the only item on the agenda, Downtown Zoning Code – Parking Requirements for Private Property.

Mayor Green introduced Planning and Community Services Manager Karen Howard. Ms. Howard explained the focus of tonight's discussion: Parking requirements proposed in the Downtown Zoning Code (parking requirements when new development is proposed and parking located on private property) and not discussing City-owned or public parking lots. Ms. Howard introduced Ms. Mary Madden and Mr. Geoff Ferrell from Ferrell Madden to present by teleconference. Mr. Ferrell provided an overview, including supporting slides, of the intent of the proposed parking requirements and the goal to encourage more development similar to the Main Street parkade area as expressed in the adopted Downtown Vision Plan.. Ms. Madden provided a more detailed overview of the proposed parking requirements; an explanation of the benefits of shared parking with supporting slides; and noted how the recent parking study revealed significant available parking during peak times in private lots. She noted the goal for new development moving forward is to require a small percentage of their parking to be shared when it is not being used by on-site businesses or residential tenants. She noted how requiring parking beyond what is needed drives up residential rents and commercial lease rates, so in a downtown setting a shared parking system reduces costs for everyone and allows land to be used more efficiently for revenue producing uses that also increase the tax base. She also noted how they arrived at the proposed requirements through community input; stakeholder interviews; review of the parking study, on-site observation; and review of shared parking and parking requirements in other communities.

Mayor Green opened Council discussion.

Mayor Green asked Attorney Rogers if shared parking is added in as a requirement in the City code through the zoning ordinance; if council decides they want to change that would the buildings that applied and developed be grandfathered in? Attorney Rogers stated this would be grandfathered in.

Councilmember Kruse asked for clarification of the Viking Pump agreement. Attorney Rogers will provide Councilmembers with documentation of the Viking Pump agreement and include the City's liability coverage.

Councilmember deBuhr expressed parking concerns on the negative impact and more traffic in adjacent neighborhoods. Ms. Howard stated that is not the intention to cause spillover parking, but rather to right size the parking requirements based on the observed parking in the downtown area for residential development so there is enough, but not too much that is then sitting there empty much of the time; there is evidence from the parking study that the current parking requirement of one parking space per bedroom downtown is more than is needed. The observed parking indicate that the current parking requirements may be set too high for Downtown Cedar Falls. Councilmember deBuhr asked for clarification on a ½ parking stall. Ms. Howard explained that the requirement is calculated for the entire project and then any fraction is rounded to the nearest whole number. Ms. deBuhr asked about a project with only Ms.

Madden reiterated this is a minimum requirement and a developer can always add more parking stalls to ensure their project is successful.

Councilmember Kruse expressed concerns regarding residents parking on State Street and disagrees with the $\frac{3}{4}$ per bedroom requirement. Kruse would prefer to have one stall per bedroom. Councilmember Harding stated that parking downtown is complex and he would not rent from a location that didn't have adequate parking stalls, but he has not heard any complaints from residents downtown that they do not have adequate parking, but only from commercial businesses and with the new shared parking requirement this will create more parking for commercial customers, so is supportive of the change.

Councilmember Sires expressed concerns about the shared parking and requiring existing businesses to share their parking lots. Ms. Howard explained that the new shared parking requirements will only apply to new development or re-development.

There being no further discussion, Mayor Green adjourned the meeting at 6:57 p.m.

Minutes by Kim Kerr, Administrative Supervisor

BEFORE THE CEDAR FALLS CITY COUNCIL

IN RE:
The Landmark
c/o KRAM Company, Inc.
107 Main Street
Cedar Falls, IA 50613

**ORDER ACCEPTING
ACKNOWLEDGMENT/
SETTLEMENT AGREEMENT**

ON this _____ day of _____, 2021, 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.

Therefore, the Cedar Falls City Council FINDS that the above-captioned permittee has remitted to the "City of Cedar Falls", a civil penalty in the amount of Three Hundred and No/100 Dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Mayor
City of Cedar Falls

IN RE:
The Landmark
c/o KRAM Company, Inc.
107 Main Street
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 "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for \$300.00 made payable to the "City of Cedar Falls" to settle the above-referenced complaint.

KRAM COMPANY, INC. d/b/a
THE LANDMARK

CITY OF CEDAR FALLS, IOWA

By: _____

By: Luke Jenson

Date: 8/5/21

Date: 8/9/2021

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: Luke C. Jenson, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704.



DEPARTMENT OF ADMINISTRATIVE SERVICES
CITY OF CEDAR FALLS, IOWA
200 WEST 4TH STREET
CEDAR FALLS, IOWA 50613
PHONE: 319-232-6555
FAX: 319-232-6528

July 30, 2021

The Landmark
c/o KRAM Company, Inc.
107 Main Street
Cedar Falls, IA 50613

RE: 1/27/21 Tobacco Violation

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on August 16, 2021, City Council Chambers. The hearing complaint, which has been filed against you, is attached.

If you or your representative fails to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment/Settlement Agreement, returning the original copy, properly signed and dated, to Luke C. Jenson, Assistant City Attorney, 528 West 4th Street, P.O. Box 1200, Waterloo, Iowa 50704, no later than ten (10) business days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of \$300.00, made out to the "City of Cedar Falls". This will satisfy the penalty for a first violation under Iowa Code Section 453A.22(2) and will conclude the matter.

If you have any questions, you may reach me by phone at 319-232-6555, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Very truly yours,


Luke C. Jenson
Assistant City Attorney

IN RE:
The Landmark
c/o KRAM Company, Inc.
107 Main Street
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, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."
2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1).
3. On or about January 27, 2021, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the Complaint and court docket are attached and incorporated herein as Exhibit A.
4. 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 in the amount of Three Hundred and No/100 Dollars (\$300.00) against KRAM Company, Inc. d/b/a The Landmark.

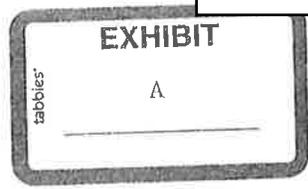


Luke C. Jenson
Assistant Cedar Falls City Attorney
528 West 4th Street
P.O. Box 1200
Waterloo, IA 50704-1200
(319) 232-6555

Original to:
The Landmark
c/o KRAM Company, Inc.
107 Main Street
Cedar Falls, IA 50613

Copy to:
Carson Barron, Investigator
Cedar Falls Police Department
4600 South Main Street
Cedar Falls, IA 50613

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



00010001 COMPLAINT
IOWA UNIFORM CITATION AND COMPLAINT A 5N1

State of Iowa
County of BLACK HAWK No. 07 **CF 164874**
 City of CEDAR FALLS

City Hall, 220 Clay Street, Cedar Falls, IA
Court House, 115 E. 5th St., Waterloo, IA

vs. Name Nielsen, Thomas Blain

Address 2607 Valley Park Dr.

City Cedar Falls State IA Zip 50613

DL# 590AH3903 State IA

DL Class C DL End. - DL Rest. - DL/State ID Viewed? Yes No

DOB 04/09/77 Race W Ethn. N Sex M Ht. 6'00 Wt. -

The undersigned states that on or about 1/27/21 at 1850 AM PM
defendant did unlawfully:

Operate Motor Veh./Boat (describe) _____

CDL Req? Yes No Pass. End. Req? Yes No HazMat End. Req. Yes No

Reg. # _____ State _____ Year _____ US DOT # _____

Upon a public highway at 107 Main St.

Located in the county and state aforesaid and did then and there commit the following offense:

<input checked="" type="checkbox"/> Speed Violation	\$ <u>135</u>	<input type="checkbox"/> Road Work Zone
Criminal Surcharge	\$ <u>20.25</u>	<input type="checkbox"/> Unscheduled Violation
Court Costs	\$ <u>55</u>	<input type="checkbox"/> Court Appearance Required (20% fee)
Total Fine/Costs	\$ <u>210.55</u>	Reason: <input type="checkbox"/> Serious PI <input type="checkbox"/> Fatal Accident <input type="checkbox"/> Civil Damage Assessment <input type="checkbox"/> Other

VIOLATION Employee providing tobacco to minor

Speed _____ in _____ Zone Sec. 453A.2(1) 2021 IA Code

DATA CODE _____ Fed/Adm. Code _____ C.F. Ord. 1990 Sec. _____

Dated 1/27/21 [Signature] RAISO

Court Date: If you must appear in court or if you choose to appear to answer to a charge which does not require an appearance, report to the above named court on

03/08/21 at 0900 AM PM

NOTICE: Providing false information is a violation of Section 719.3 of the Code of Iowa and is punishable as an aggravated misdemeanor.

You hereby are given notice that within a reasonable time but no later than the date scheduled for your initial appearance a citation/complaint sworn under oath will be filed with the district court clerk of the county in which the citation was issued. My signature below is not a plea of guilty and does not constitute all of the following:

- I hereby swear and affirm that the information provided by me on this citation is true and under penalty of providing false information.
- I promise to appear in said court at said time and place, or I will comply with the provision on the top of the reverse side of this citation.

[Signature] 287.88



Case Number: STA0203833 Case Title: STATE vs. NEESEN, THOMAS BLAINE

Opened: 02-02-2021

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

THOMAS BLAINE NEESEN

2007 VALLEY PARK DR

CEDAR FALLS, IA 50613-0000

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2021-01-27	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date

Case History

03-05-2021 11:30:00 AM Court

VIOLATIONS HANDLED BY CLERK
Filed by: Court

02-02-2021 11:30:00 AM Court

TRAFFIC TICKET FILING
TRAFFIC TICKET FILING
Filed by: Court

BEFORE THE CEDAR FALLS CITY COUNCIL

IN RE:
Metro Fuel, Inc.
d/b/a Metro Mart #3
103 Franklin Street
Cedar Falls, IA 50613

**ORDER ACCEPTING
ACKNOWLEDGMENT/
SETTLEMENT AGREEMENT**

ON this _____ day of _____, 2021, 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.

Therefore, the Cedar Falls City Council FINDS that the above-captioned permittee has remitted to the "City of Cedar Falls", a civil penalty in the amount of Three Hundred and No/100 Dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a). IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

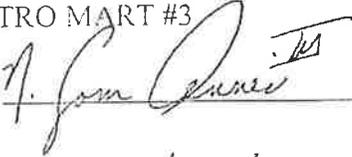
Mayor
City of Cedar Falls

IN RE:
Metro Fuel, Inc.
d/b/a Metro Mart #3
103 Franklin Street
Cedar Falls, IA 50613

**ACKNOWLEDGMENT/
SETTLEMENT AGREEMENT**

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METRO FUEL, INC. d/b/a
METRO MART #3
By: 
Date: 8 / 21 / 2021

CITY OF CEDAR FALLS, IOWA
By: 
Date: 8 / 9 / 2021

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.

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DEPARTMENT OF ADMINISTRATIVE SERVICES

CITY OF CEDAR FALLS, IOWA
 220 CLAY STREET
 CEDAR FALLS, IOWA 50613
 PHONE: 319-271-8600
 FAX: 319-268-5176

July 30, 2021

Metro Fuel, Inc.
 P.O. Box 66
 Waterloo, IA 50704

RE: Metro Mart #3, 103 Franklin Street, Cedar Falls, Iowa
 1/27/21 Tobacco Violation

Dear Sir or Madam,

The City of Cedar Falls has scheduled a hearing before the City Council at 7:00 p.m. on August 16, 2021, City Council Chambers. The hearing complaint, which has been filed against you, is attached.

If you or your representative fails to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

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Very truly yours,


 Luke C. Jenson
 Assistant City Attorney

IN RE:
Metro Fuel, Inc.
d/b/a Metro Mart #3
103 Franklin Street
Cedar Falls, IA 50613

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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, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age."
2. Iowa Code Section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code Section 453A.2(1), the permit holder shall be assessed a civil penalty of Three Hundred and No/100 Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1).
3. On or about January 27, 2021, the permittee or an employee of the permittee sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the Complaint and court docket are attached and incorporated herein as Exhibit A.
4. 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 in the amount of Three Hundred and No/100 Dollars (\$300.00) against Metro Fuel, Inc. d/b/a Metro Mart #3.



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

Original to:
Metro Mart #3
c/o Metro Fuel, Inc.
P O Box 66
Waterloo, IA 50704

Copy to:
Carson Barron, Investigator
Cedar Falls Police Department
4600 South Main Street
Cedar Falls, IA 50613

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



Case Number: STA0203830 Case Title: STATE vs. JOHNSON, NICHOLAS PARNELL

Opened: 02-02-2021

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
NICHOLAS PARNELL JOHNSON	
2848 GASLIGHT DR NO 70	
WATERLOO, IA 50703	

Show/Hide Charges

Number	Date	Charge	Code	Comment
01	2021-01-27	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	453A.2(1)	

File Date	Case History
04-07-2021 09:51:17 AM Court	SENT TO CO ATTY COLLECTIONS Filed by: Court
05-23-2021 12:38:00 AM Court	COMPUTER GENERATED NOTICE Filed by: Court
05-23-2021 09:13:00 AM Court	VIOLATIONS HANDLED BY CLERK Filed by: Court
02-02-2021 11:10:00 AM Court	TRAFFIC TICKET FILING TRAFFIC TICKET FILING Filed by: Court



DEPARTMENT OF COMMUNITY DEVELOPMENT

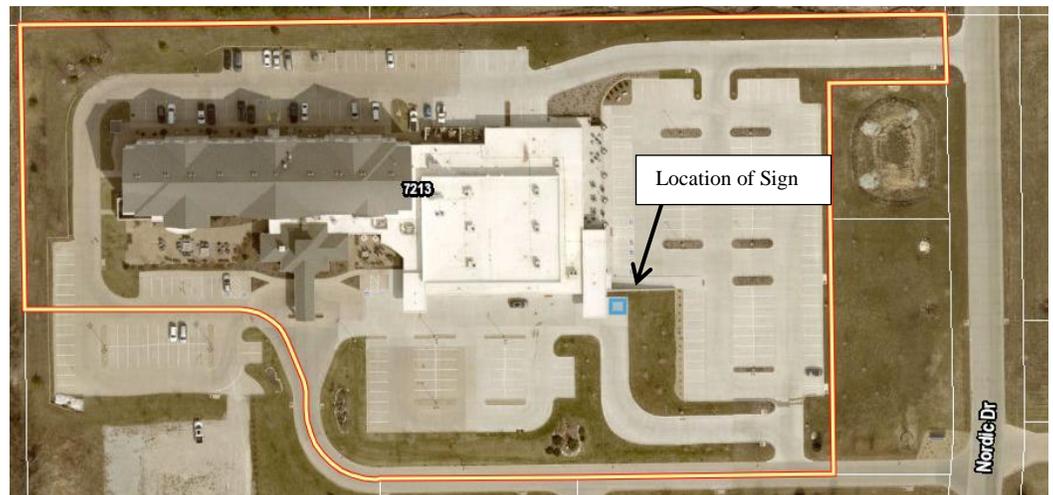
City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-268-5126
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
DATE: August 2, 2021
SUBJECT: Temporary Sign Request
 Randall's Bull Sign – Hilton Garden Inn, 7213 Nordic Drive.

This office received the attached request to place the Randall's Bull Sign at 7213 Nordic Drive. Attached is a letter of permission from the Sales Manager of Hilton Garden Inn Cedar Falls granting permission to place the bull sign for a week during the VGM Heartland Conference from September 12th-16th, 2021.



The sign will be a large bull with a typical changeable-letter sign on wheels. The sign

will display a welcoming message for the conference and will be located in the parking lot by the building as shown in the photograph above. The sign will be placed by the building, over 300 feet away from the right-of-way.

The Planning and Community Services Division recommends approval to display the temporary bull sign at 7213 Nordic Drive, from September 12-16, 2021

If you have any questions or need additional information, please feel free to contact this office.

xc: Jeff Olson, Public Safety Director
 Stephanie Houk Sheetz, AICP, Director of Community Development
 Karen Howard, AICP, Planning & Community Services Manager





To the City of Cedar Falls:

The Hilton Garden Inn Cedar Falls authorizes the Randall's cow to be in our parking lot from Sunday, September 12th to Thursday, September 16th, 2021.

Please let me know if you have any questions.

Thank you,

Molly Schlader
Sales Manager
Hilton Garden Inn Cedar Falls
319-859-3853


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: Jeff Olson, Public Safety Services Director
 Craig Berte, Police Chief
Date: August 9, 2021
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Main Street Sweets, 307 Main Street, Class B native wine – renewal.
- b) Amigo, 5809 University Avenue, Class C liquor & outdoor service - renewal.
- c) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service - renewal.
- d) The Library, 2222 College Street, Class C liquor & outdoor service - renewal.
- e) The Other Place, 4214 University Avenue, Class C liquor & outdoor service - renewal.
- f) The Pump Haus Pub & Grill, 311 Main Street, Class C liquor & outdoor service - renewal.
- g) Whiskey Road Tavern & Grill, 402 Main Street, Class C liquor & outdoor service - renewal.
- h) B & B West, 3105 Hudson Road, Class E liquor - renewal.
- i) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C liquor & outdoor service – temporary expansion of outdoor service area. (August 27-28, September 4-5 & September 10-11, 2021)
- j) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C liquor & outdoor service - temporary expansion of outdoor service area. (August 27-30, 2021)



Administrative Policy No. 07

Subject: City Council Meeting Procedures

Adopted: 01/28/91 **Amended:** 04/2003; 10/2006; 12/2013, 09/15/2014, 10/06/2014, 03/07/2016, 03/06/2017, 04/03/2017, 04/16/2018, 02/01/2021, 05/03/2021, 08/16/2021

Introduction:

Ordinance No. 566, adopted on March 25, 1927, establishes the rules of conduct for Cedar Falls City Council meetings and the passage of motions, resolutions and ordinances.

Purpose:

This policy is intended to describe the steps necessary to comply with the rules of conduct described by ordinance.

Procedure:

Part I. General Provisions

Rule 1. Scope of rules. These rules shall govern the conduct of the council and shall be interpreted to insure fair and open deliberations and decision-making.

Rule 2. Applicability of Robert's Rules of Order. In all cases not provided for by the Cedar Falls code of Ordinances, or not specifically provided for in these rules, Robert's Rules of Order shall govern all points of order arising during a city council meeting, but failure to comply with such rules shall not affect the legality of any action of the council in any manner or to any extent.

Rule 3. Matters not covered. Any matter of order or procedure not covered by these rules shall be referred to the presiding officer, who shall decide the matter with the assistance and advice of the city attorney or his/her representative in conformity with the purpose of these rules in a fair and expeditious manner. The decision of the presiding officer may be reversed by a majority vote of the council.

Rule 4. Interpretation. These rules are intended to supplement and shall be interpreted to conform to the statutes of the State of Iowa and the ordinances of the City of Cedar Falls.

Part II. Time and Place of Meeting

Rule 5. Regular meetings. Regular meetings of the Cedar Falls City Council shall be held the first and third Monday of each month at 7:00 P.M. in the City Hall Council Chambers, except when Monday falls on a legal holiday, then the meeting shall be held at the regular hour on the next succeeding day not a holiday, provided, however, council may, by resolution, reschedule any regular meeting to another date and time, or may cancel a meeting. All hearings shall be scheduled for 7:00 P.M. the day of a regular meeting. (Sec. 2-45(a))

Rule 6. Special meetings. Special meetings may be called by the mayor or by any four or more councilmembers. To call for a special meeting any four or more councilmembers may separately file a request with the city clerk. Such request shall include the agenda item(s) for the special meeting. The agenda for the special meeting shall specify the day, hour and subject of the meeting and shall be posted in City Hall and notice given to the media 24 hours in advance. (Sec. 2-45(b))

Rule 7. Quorum. A majority of all members elected to the City Council shall constitute a quorum for transaction of business. (Sec. 2-46) Members of the City Council may attend City Council meetings via videoconference, as long as a quorum (4 members) is present in person.

Part III. Agenda

Rule 8. Preparation of agenda. Prior to each council meeting the city clerk shall prepare an agenda that contains all items the council anticipates acting upon at the meeting. The order of business shall be as follows:

- a) Approval of Minutes.
- b) Agenda Revisions.
- c) Special Presentations, if necessary~~Public Forum.~~
- d) Public Forum~~Special Presentations, if necessary.~~
- e) Special Order of Business, primarily public hearings and related actions.
- f) Old Business.
- g) New Business:
 - 1) Consent Calendar.
 - 2) Resolution Calendar.
 - 3) New ordinances that do not require public hearings.
- h) Bills and Payroll.
- i) City Council Referrals.
- j) City Council Updates.
- k) Executive Session, if necessary.
- l) Adjournment.

Rule 9. Consent Agenda. In preparing an agenda, the city clerk shall separately designate items as Consent Calendar or Resolution Calendar, which may be acted

upon by the council under Rule 61. These items shall consist of routine non-controversial items that in the city clerk's determination can be appropriately considered in bulk at the council meeting or a listing of resolutions which are subject to council action on that date.

Rule 10. Hearings and Special Order of Business. The city clerk shall prepare as a separate portion of the agenda a schedule of hearings and special presentations or items of business.

Rule 11. Agenda deadline. Any member of the council, the city administrator, city attorney, city clerk, or departmental director, with the mayor's approval, may have an item included upon the agenda by requesting the city clerk to include the item by 5:00 P.M. on the Monday one week prior to the council meeting. Agendas and meeting materials will be available to the public at 5:00 P.M. on the Wednesday preceding the council meeting.

Rule 12. Extra items. Items requested or filed after 5:00 P.M. on the Monday one week prior to a council meeting shall not be included upon the agenda unless the mayor shall deem the item of sufficient urgency to warrant immediate council action.

Rule 13. Sponsor required. The city clerk shall not place upon the agenda any matter for reconsideration unless sponsored by the mayor, a councilmember who voted on the originally prevailing side or a council member who was absent at the time of the original action (Rules 40, 52 and 53 also address motions to reconsider). The renewal of a previous motion that is still applicable shall be placed upon the agenda of a subsequent council meeting upon the sponsorship of any member of the council.

Rule 14. Mayor withdrawal of items. The mayor may withdraw any item prior to the council meeting, but in withdrawing the item shall state to the council the reason therefore. An item withdrawn by the mayor may nonetheless, in the discretion of the council, be acted upon in its regular order.

Rule 15. Council action to defer, continue or not act. A member of the council may not withdraw any item prior to the start of council meetings, provided however, a council member wishing council to defer action or continue an item has a right to have a motion to continue, defer or not act on any item considered before any other action which council may consider.

Rule 16. Public agenda requests. Someone from the public may request to have an item placed on the agenda by filing such request in writing with the mayor prior to 5:00 P.M. on the Monday one week prior to the regular council meeting. The mayor may either grant the request by placing it on the next agenda or deny the request for stated reasons, conveyed to the requester. Anyone may utilize the Public Forum portion of the meeting agenda to raise any issue not on the formal agenda, which issue shall then be governed by the rules set forth in Part X.

Any visual aids that a speaker desires to have displayed during City Council or Committee meetings must be submitted to the City Clerk by 10:00 a.m. on the day of the Council meeting for Mayor review and approval.

Part IV. Conduct of Meetings.

Rule 17. Roll call. Before proceeding with the business of the council, the city clerk shall call the roll call of councilmembers present and enter those names in the minutes. The city clerk shall determine the presence of a quorum as required by law and these rules.

Rule 18. Call to order. The mayor or mayor pro tem shall call the meeting to order at the appointed hour. In the absence of the mayor or mayor pro tem, the city clerk shall call the meeting to order and a temporary presiding officer shall then be selected under Rule 19.

Rule 19. Presiding officer. The mayor, or in the mayor's absence or incapacity the mayor pro tem, shall be the presiding officer at all council meetings. If both the mayor and mayor pro tem are absent, the most senior council member present shall preside. In the event two or more members equally possess the greatest seniority, then the eldest person among them shall preside.

Rule 20. Control of discussion. The presiding officer shall control discussion of the council on each agenda item to assure full participation in accordance with these rules.

Rule 21. Mayor to decide question of priority of business. A question relating to the priority of business shall be decided by the mayor without debate. (Sec. 2-104)

Rule 22. Order required when question is being put. While the mayor is putting the question, no one shall walk across or out of the council room. (Sec. 2-105)

Rule 23. Speaking on questions restricted. No councilmember shall speak more than twice on one question before the council without leave of the council, nor more than once in any case until every member choosing to speak shall have spoken. (Sec. 2-106)

Rule 24. Mayor to recognize speaker. When two or more councilmembers rise at once to speak at a council meeting, the mayor shall name the member who is to speak. (Sec. 2-108)

Rule 25. Calling member to order; appeal. A member of the council called to order while speaking at a council meeting shall immediately cease speaking unless permitted to explain. If there is no appeal, the decision of the chair shall be conclusive, but if the member appeals the decision of the chair, the council shall decide the question without debate. (Sec. 2-109)

Rule 26. Order required while others are speaking. While a member is speaking, no member shall hold any private discourse (Sec. 2-110)

Rule 27. Motions to be seconded; when to be written. No motion shall be put or debated unless seconded. When a motion is seconded, it shall be stated by the mayor before debate and every motion shall be reduced to writing if required by the mayor or any councilmember. (Sec. 2-111)

Rule 28. Gaining the floor. Every councilmember, previous to speaking, shall address the mayor, and say, "Mr./Madam Mayor," and shall not proceed with remarks until recognized and named by the chair. (Sec. 2-107)

Rule 29. Order of consideration of agenda. Except as otherwise provided in these rules, each agenda item shall be considered in the numerical order assigned by the city clerk. Each agenda item shall be separately announced by the presiding officer, or city clerk, for purposes of discussion and consideration. To announce an item, it shall be sufficient to identify the item by the number assigned by the city clerk, unless greater specificity is requested by some person in attendance. This rule shall not apply to consideration of items under Rule 61 or Rule 62.

Rule 30. Discussion. A councilmember shall speak only after being recognized by the presiding officer. A councilmember recognized for a specific purpose shall limit remarks to that purpose. A councilmember, after being recognized, shall not be interrupted except by the presiding officer to enforce these rules.

Rule 31. Presiding officer's right to enter into discussion. The mayor (or other presiding officer) may enter into any discussion.

Rule 32. Limit on remarks. Each councilmember shall limit his or her remarks to a reasonable length.

Rule 33. Presiding officer's right to speak last. The presiding officer has the right to close debate and speak last on any item.

Rule 34. Closing debate. Discussion, including public participation, shall be closed on any item by the presiding officer with the concurrence of a majority of the council. Except as provided by Rule 46, a call for the vote shall not close discussion if any member of the council still wishes to be heard or the presiding officer determines the continued participation of the public will be helpful to the council.

Part V. Public Participation

Rule 35. Public's right to address council. Persons other than councilmembers shall be permitted to address the council only upon items listed on the agenda, unless excluded under Part X.

Rule 36. Manner of addressing council. A person desiring to address the council shall first be recognized by the presiding officer and then shall step to the podium, state his or her name, address, and group affiliation (if any) and speak clearly into the microphone.

Rule 37. Time limit on speaker remarks. Speakers shall be limited to five minutes speaking time per item, unless additional time is granted by the presiding officer. The presiding officer will advise the speaker when one minute remains. Total speaker input on any subject under council consideration can be limited to a fixed period by the presiding officer. A majority vote of the council may extend the time limitations of this rule.

Rule 38. Remarks of speaker to be germane. Speaker comments must remain civil and be directed to the subject under consideration. The presiding officer shall rule on the germaneness of speaker comments. Speakers making comments that could be construed to be a personalized attack, impertinent or slanderous remarks towards another party shall be barred by the presiding officer from further comment before the council during the meeting.

Part VI. Council Action

Rule 39. Motion required. All action requiring a vote shall be moved by a member of the council.

Rule 40. Motion to reconsider. A motion to reconsider must be made by a council member who was on the prevailing side in the original action or by a councilmember absent at the time of the original action.

Rule 41. Rule 40 of these Rules notwithstanding, when less than seven members of the council are in attendance at a meeting and an agenda item fails to receive a majority of affirmative or negative votes of those in attendance, then the agenda item shall, upon the request of any councilmember in attendance at the meeting, be placed by the city clerk on the agenda for the next council meeting, and continued thereafter upon the agenda for subsequent meetings until it shall receive a majority of affirmative or negative votes of those in attendance. In the event an item continued under this rule is consideration of an ordinance, the ordinance shall not be considered to have been read or considered for its first or any subsequent passage unless it shall receive four affirmative votes.

Rule 42. Majority vote required for adoption. No resolution or ordinance shall be adopted without a concurrence of a majority of all of the members of the council by call of the ayes and nays that shall be recorded. Passage of a motion requires a majority vote of a quorum of the council. As used in this section, "all of the members of the council" refers to all of the seats of the council including a vacant seat and a seat where the member is absent, but does not include a seat where the councilmember declines to

vote by reason of a conflict of interest. (Sec. 2-107)(Sec. 2-128)

Rule 43. Preferential motions.

a) When a question is under debate the only motions in order shall be:

- First To adjourn.
- Second The previous question.
- Third To lay on the table.
- Fourth To postpone indefinitely.
- Fifth To adjourn to a certain day.
- Sixth To refer.
- Seventh To amend.

b) Such motions shall be given precedence in the order herein arranged, the first three (3) to be decided without debate. (Sec. 2-116)

Rule 44. When motion to adjourn is in order. A motion to adjourn the council shall be in order except:

- a) When a member is in possession of the floor.
- b) While the members are voting.
- c) When adjournment was the last preceding motion.
- d) When it is decided that the previous question shall be taken. (Sec. 2-117(a))

Rule 45. Amendment, debate of motions to adjourn. A motion to adjourn simply cannot be amended, but a motion to adjourn to a given time may be and is open to debate. (Sec.2-117(b))

Rule 46. Putting the previous question; call for vote. When a council member desires to make a motion to cease debate and to proceed to a vote on the pending question, the member shall make a motion as follows: "Shall the main question be now put?" If this is carried, all proposed amendments and all further motions, debates and public participation shall be excluded, and the question put without delay. This motion requires a two-thirds vote of the council members present for its adoption. (Sec. 2-118)

Rule 47. Debate of motions to table, amendment. A motion to lay a question on the table simply is not debatable, but a motion to lay on the table and publish, or with any other condition, is subject to amendment and debate. (Sec. 2-119)

Rule 48. Indefinite postponement of motions. When a motion is postponed indefinitely, it shall not be taken up again during the same meeting. (Sec. 2-120)

Rule 49. Precedence of motions to refer to committee. A motion to refer to a standing committee shall take precedence over a similar motion for a special committee. (Sec. 2-121)

Rule 50. Motions to amend.

- a) A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be entertained. (Sec. 2-122)
- b) An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different subject shall not be in order. (Sec. 2-122)

Rule 51. Motions to strike and insert. On a motion to strike out and insert, the paragraph to be amended shall first be read as it stands, then the words proposed to be struck out and those to be inserted, and finally the paragraph as it would stand if so amended. (Sec. 2-123)

Rule 52. When motion may be reconsidered; renewal of motion. A motion may be reconsidered at any time during the same meeting at which the motion was made, or at the first meeting held thereafter. A motion for reconsideration, being once made and decided in the negative, shall not be renewed before the next meeting. (Sec. 2-124 (a))

Rule 53. Who may move to reconsider. A motion to reconsider must be made and seconded by the members who voted on the prevailing side, or by those who were absent and did not vote upon the motion to be reconsidered. (Sec. 2-124 (b))

Rule 54. Withdrawal of motions. After a motion or resolution is stated by the mayor, it shall be deemed to be in the possession of the council, but may be withdrawn at any time before decision, but if any amendment has been proposed or adopted, it shall be withdrawn without the consent of the mover of such amendment. (Sec. 2-113)

Rule 55. Duty to vote; conflict of interest. Each councilmember who is present when a question is stated from the chair of the council shall vote thereon unless he/she is directly interested in the question, in which case he/she shall not vote. In case any member refuses to vote when not excused, his/her vote shall be recorded in the negative. (Sec. 2-115)

Rule 56. Applicability of Robert's Rules of Order. In all cases not herein provided for, Robert's Rules of Order shall govern all points of order arising not governed by these rules, but failure to comply with such rules shall not affect the legality of any action of the council in any manner or to any extent. (Sec. 2-129)

Rule 57. Consent required to suspend, amend rules. The foregoing rules may be temporarily suspended by consent of three-fourths of the councilmembers present, but shall not be repealed, altered or amended unless by concurrence of two-thirds of all the councilmembers elected. (Sec. 2-130)

Rule 58. No motions by presiding officer. If the presiding officer is a councilmember, they shall not make a motion.

Rule 59. Division of question containing distinct propositions. If a question in

debate contains several distinct propositions, any member may have the same divided prior to the vote thereon when the sense of it requires such division. (Sec. 2-114)

Rule 60. Separate consideration. Except as otherwise allowed by these rules, each agenda item shall be voted upon separately and shall be recorded by the city clerk.

Rule 61. Action on Consent Agenda. Except as herein provided, the Consent Agenda comprised of the Consent and Resolution Calendars shall be considered in bulk and voted upon in single motion or resolution. Each councilmember shall advise the presiding officer of any matter on the Consent Agenda upon which he/she wishes to speak or to vote no. At the time of consideration of the Consent Agenda, the presiding officer shall announce the items upon which councilmembers have indicated they wish to speak or vote no; items upon which any councilmember wishes to speak shall be considered separately and not as a portion of any motion calling for action upon the remainder of the Consent Agenda. The city clerk, on all matters contained in the Resolution Calendar shall record the yes and no votes on each item separately as if each item had been moved and voted upon separately. Rule 29 shall not apply here.

Rule 62. Action on multiple items. With the consent of a majority of the council, Rule 60 hereof notwithstanding, the council may consider for voting purposes more than one item, but in such event the vote upon each item will be separately recorded by the city clerk noting specific yes or no votes of each councilmember on each item.

Rule 63. Consideration out of order. With the consent of the council, any agenda item may be considered out of order at the request of a councilmember.

Rule 64. Recording names of moving members. The city clerk shall record the name of the councilmember making each motion. (Sec. 2-112)

Rule 65. Consideration of matters not on agenda. Except as to matters that by law require the publication of notice before consideration by the council, any member of the council may, at the close of the regular agenda, bring a matter not on the agenda to the council's attention. Council may act upon such matter only if it does not conflict with the Iowa Open Meetings Law or may direct such matter be included upon a later agenda.

Part VII. Miscellaneous

Rule 66. Motions. At any appropriate place on the agenda, any member of the council may make a motion for the council to act upon any matter if the motion is germane to the matter under consideration.

Rule 67. Applicability of rules. These rules shall apply to the council when meeting in any form.

Rule 68. Hearings. Any other rule to the contrary notwithstanding, unless required by statute or necessary to conform to proceedings required for a special purpose, a hearing shall commence when declared open by the presiding officer and shall close when closed by the presiding officer or by other formal action of the council.

Rule 69. Informal requests. A member of the council, before or during the consideration of any matter, or in the course of a hearing, may request and receive information, explanations or the opinions of the mayor, city administrator, city attorney, city clerk or any departmental director.

Part VIII. Committee Structure

Rule 70. Appointment of committees; standing committees enumerated. All standing committees shall be appointed by the mayor and all special committees shall be appointed by the mayor unless specifically directed by the council. All standing committees of the council shall be appointed by the mayor annually at the first regular meeting of the council in January of each year, or as soon thereafter as practicable, and the first person named on each committee shall be the chair of such committee. (Sec. 2-68)

The following shall be the standing committees:

- a) Administration.
- b) Committee of the Whole.

Except for matters which the Cedar Falls Code of Ordinances, or the express provisions of these rules, specifically direct be submitted to the Administration Committee, or except as otherwise directed by the council, it is the desire and intent of the council that all matters which are referred, or which are to be referred, to a committee of the council, shall be referred to the council's Committee of the Whole.

Rule 71. Number of committee members.

The standing committees of the council shall consist of all seven members, with the Mayor serving as non-voting chair of the committee of the whole. All special committees shall consist of five members each, unless some other number is specified. (Sec. 2-69)

Rule 72. Procedure for committees to report. Standing and special committees of the council to whom references are made, in all cases, shall report in writing the state of facts, with their opinion, which opinion shall be summed up in the form of an order, resolution or recommendation, unless otherwise ordered by the council. (Sec. 2-71)

Rule 73. City clerk to forward papers to committees employed. The city clerk shall forward all the papers to the appropriate committees and officers as soon as possible after the reference shall have been made. (Sec. 2-70)

Rule 74. Acceptance of final report discharges special committees. On the acceptance of a final report from a special committee of the council, the committee shall be considered discharged without a vote, unless otherwise ordered. (Sec. 2-72)

Part IX. Ordinance Adoption

Rule 75. Ordinances to be presented in writing. All ordinances shall be presented in writing before being considered by the council. (Sec. 2-125)

Rule 76. Consideration and passage of ordinances. Ordinances must be considered and voted upon for passage at three separate council meetings, unless this requirement is suspended by a recorded vote of not less than three-fourths of all of the members of the council.) (Sec. 2-126)

Rule 77. Procedure for passage of ordinances. The following procedure shall be followed by the council in the passage of all ordinances:

- a) A motion to pass the ordinance upon its first consideration or a motion to suspend the rules requiring ordinances to be considered at three (3) separate council meetings.
- b) In the event the ordinance is passed upon its first consideration, the ordinance shall be given the second and third considerations either in adjourned meetings of the meeting of its passage on first reading, or at some following special or regular meetings of the council.
- c) In the event that a motion to suspend the rules has passed, a motion shall be made to adopt the ordinance upon its third and final consideration.
- d) Upon the passage of the third and final consideration of the ordinance, the mayor shall declare the ordinance duly passed and adopted.

Rule 78. Contents of amendments to ordinances. An amendment to an ordinance must specifically repeal the ordinance, or the section, subsection, paragraph, or subpart to be amended, and must set forth the ordinance, section, subsection, paragraph, or subpart as amended. (Sec. 2-127)

Part X. Public Participation Procedures

The City of Cedar Falls encourages the attendance and participation of the public at its meetings. Public participation is permitted through the four following areas:

- 1) Anyone may address the council during the Public Forum segment of the agenda regarding any issue not on the agenda that is an issue exclusively related to City operations or business. No formal action on the subject presented by the speaker may be taken by the council, other than a referral to City staff or a council committee or placement on an upcoming council agenda, as restricted by State statute. Public Forum is not to be used as a platform for individuals running for elected office at any governmental level.

- 2) A speaker may address the council on any public hearing item specifically listed on the council agenda during that portion of the public hearing when the presiding officer is soliciting public input.
- 3) A speaker may address the council on any item listed under Old or New Business or under the Consent or Resolution Calendars of the council agenda.
- 4) Anyone may request an item be placed on the council agenda by filing such request in writing with the mayor prior to 5:00 P.M. on the Monday one week prior to the regular council meeting. The request shall then be processed in accordance with Rule 16 of the adopted City Council Meeting Procedures.

However, to avoid violating adopted personnel policies, Iowa law, and Iowa collective bargaining laws, employees and collective bargaining groups will not be recognized to speak about employment related issues during City Council meetings. Employees and collective bargaining groups should utilize the processes specifically defined and granted by Iowa Code and adopted City personnel policies.

Public participation through any of the four areas described above shall be in compliance with the following rules:

- 1) Anyone desiring to address the council shall first be recognized by the presiding officer and then shall step to the podium, state his or her name, address, and group affiliation, if applicable, the item of city council business to which the person desires to speak, and speak clearly into the microphone.
- 2) Each speaker shall be limited to five minutes speaking time per item, unless additional time is granted by the presiding officer. The presiding officer will advise the speaker when one minute remains. Total speaker input on any subject under council consideration may be limited to a fixed period of time by the presiding officer. A majority vote of the council may extend the time limitations imposed by this rule.
- 3) Speaker comments must remain civil and be directed to the subject under consideration. The presiding officer shall rule on the germaneness of speaker comments. Any speaker making comments that could be construed to be a personalized attack, impertinent, or slanderous remarks towards another party shall be barred by the presiding officer from further comment before the council during the council meeting.
- 4) No issue raised by a speaker under the rules of this Part X shall be debated by the City Council.

(Previously #91-0001)



CITY OF CEDAR FALLS, IOWA
PUBLIC SAFETY – FIRE RESCUE DIVISION
4600 South Main Street
Cedar Falls, Iowa 50613
Phone: 319-273-8690
Fax: 319-268-5196



MEMORANDUM

To: Mayor Rob Green and Cedar Falls City Council
CC: Jeff Olson Public Safety Director
From: John Bostwick, Fire Chief
Date: August 3, 2021
Re: Fire Grant

Cedar Falls Fire Rescue applied for a grant through the State Fire Marshal's Office under the Local Fire Protection and Emergency Medical Services Grant Program. This grant program provides fire departments with equipment to be used in response to fire and/or medical emergencies and the requests include turnout gear. Fire Rescue applied for and was recently informed that we have been awarded \$14,200 to purchase 4 sets of turnout gear for firefighters. We will now have 12 months to purchase the turnout gear.

I am requesting that City Council approve and accept the grant award. Please let me know if you have any questions.

LOCAL FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES GRANT PROGRAM

GENERAL GRANT TERMS, CONDITIONS, AND UNDERSTANDINGS

In addition to the specific terms and conditions in the grant award letter dated **August 1, 2021**, to which these General Grant Terms, Conditions, and Understandings are attached, the Iowa State Fire Marshal (Division) is awarding this grant in the amount of **\$14,200.00** to you as the Grantee contingent upon the following:

Expenditure of Funds:

This grant is to support specific fireworks safety education programming to the public; or to purchase necessary enforcement, protection, or emergency response equipment related to the sale and use of consumer fireworks in Iowa. You must submit a written request to us for reimbursement after each purchase and a check will be mailed to you upon review and approval of the purchase. The Grantee must provide a written report to the Division if any portion of the grant is unexpended after 12 months to include the amount of funds left, how it will be used, and when it will be expended. This grant is made for the purpose outlined in the grant award letter, and terms and conditions. Grant funds may not be expended for any other purpose without prior written approval from the Division.

No Assignment or Delegation:

You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from the Division.

Records and Reports:

You are required to submit a written request, including itemized receipt(s), to the Division after a related purchase is made. A reimbursement check will be sent to you upon review and approval of the purchase. You are required to keep the financial records with respect to this grant, along with copies of any reports submitted to the Division, for at least five years following the year in which all grant funds are fully expended.

Required Notification:

You are required to provide the Division with immediate written notification of: (1) your inability to expend the grant within 12 months for the purposes described in the grant award letter and terms and conditions; or (2) any expenditure from this grant to be made for any purpose other than those for which the grant was intended.

Kim Reynolds
Governor
Adam Gregg
Lt. Governor



Department of Public Safety

Stephan K. Bayens
Commissioner

**Local Fire Protection and Emergency Medical Services
Grant Program - Grant Agreement Letter**

August 1, 2021

Cedar Falls Fire Rescue
4600 S Main St
Cedar Falls IA 50613

Dear John:

The Iowa State Fire Marshal is pleased to inform you that a grant has been approved in the amount of **\$14,200.00** for use under the Local Fire Protection and Emergency Medical Services Grant Program.

This letter and its attachments outline the terms and conditions of accepting this grant. Please read all the terms and conditions carefully, sign, and return along with this agreement letter before making any purchase(s). If the Division does not receive signed copies of this grant award letter and general grant terms within 14 days after the date of the grant award letter, this grant may be revoked.

Grant funds must be used specifically for **4 sets of firefighting gear (helmet, coat, pants, boots, and gloves)**, as stated in your approved grant proposal. You must submit a written request to us for reimbursement after each purchase and a check will be mailed to you upon review and approval of the purchase. The grant funds are to be expended within one year from the date of this letter and written approval must be received prior to spending funds on anything not already approved in your grant proposal.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,

Dan Wood
Iowa State Fire Marshal
Department of Public Safety

ACCEPTED AND AGREED:

8/3/21

Fire Chief or Designee (signature)/Date

STATE FIRE MARSHAL DIVISION • 215 EAST 7TH STREET • DES MOINES, IOWA 50319-0047 • 515-725-6145

Integrity, Fairness, Respect, Honesty, Courage, Compassion, Service

Reasonable Access for Evaluation:

You will permit the Division, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as the Division deems necessary or appropriate concerning this grant award.

Right to Modify or Revoke:

The Division reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in the Division's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; or (2) to comply with the requirements of any law or regulation applicable to you, the Division, or this grant.

The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Grantee all grant agreements, representations, receipts, reports and other instruments of every kind.

ACCEPTED AND AGREED TO:

Cedar Falls Fire Rescue
Fire Department

Don Wood
Iowa State Fire Marshal (printed)

Don Wood 7-30-2021
Iowa State Fire Marshal (signature)/Date

John Bastwick
Fire Chief or Designee (printed)

JLB 8/3/21
Fire Chief or Designee (signature)/Date

**Iowa State Fire Marshal Division
Local Fire Protection & Emergency Medical Services Grant Program
Purchasing Accountability Report**

Dept Name (1) Cedar Falls Fire Rescue
4600 S Main St
Cedar Falls IA 50613

Please return completed report and signed copies of purchase orders, receipts, etc. to:
Iowa State Fire Marshal Division
sfmfireworks@dps.state.ia.us

Vendor (2)	Item Description (3)	Purchase Date (4)	Item Category (5)	Purchase Amount (6)	Grant Balance (7)	For Administrative Use Only	
						Date Approved	Date to Finance
	Beginning Grant Balance				\$14,200.00		
					\$14,200.00		
					\$14,200.00		
					\$14,200.00		
					\$14,200.00		
					\$14,200.00		
					\$14,200.00		
					\$14,200.00		
					\$14,200.00		
					\$14,200.00		
					\$14,200.00		

Instructions: Use this form to electronically submit for reimbursement with each grant related purchase, regardless of whether or not you have received reimbursement for any prior purchases, until the total grant amount has been expended. Include scanned copy of applicable invoice(s), receipt(s), etc. with your signature.

(1) Confirm department name and mailing address where check(s) should be sent, (2) Name of vendor or store where item(s) was purchased, (3) Detailed description of item(s) purchased, (4) Date of purchase, (5) Category item belongs to: personnel/staff time, training/educational materials, or equipment, (6) Total amount spent for item listed, (7) Running balance of grant funds remaining.

_____ Fire Chief or Designee Name/Date



Iowa Department of Public Safety - State Fire Marshal Division Local Fire Protection & Emergency Medical Services Grant Program Application

Clearly print or type and email completed form to smfireworks@dps.state.ia.us by June 30. **Clear Form**

Name of Agency:
Cedar Falls Fire Rescue

Agency Address:
4600 South Main Street 50613

Agency Contact Name:
John Bostwick, Fire Chief

Agency Contact Phone Number:
(319) 273-8690

Agency Contact Email Address:
john.bostwick@cedarfalls.com

Signature of owner or person authorized to sign for the agency:

Printed name of owner or person authorized to sign for the agency:
John Bostwick, Fire Chief

What grant request are you applying for?

- Safety education programming request (complete page 3)
- Firefighting turnout gear washer-extractor grant request (submit required documentation as indicated on page 4)
- Equipment request (complete page 5)

EQUIPMENT REQUEST:

Detailed description of equipment:

Cedar Falls Fire Rescue is applying for 4 sets, (an engine company sized crew), of firefighting gear with helmet, coat, pants, boots, and gloves.

Company or entity from which the purchase will be made:

Sandry Fire Supply, DeWitt, Iowa

Is the equipment request related to consumer fireworks safety? Yes No

If the equipment request is related to consumer fireworks, provide justification as to how the equipment purchase fits the purpose of the grant program:

We are applying for 4 sets of firefighting gear to supply an engine company sized crew. Cedar Falls Fire Rescue assists at community events several times a year as fire safety crews for multiple types of special events throughout the community. During a year of COVID - 19 special events paused, but with the lifting of the mandates we have already seen a restart of many of the events in the community and at the University of Northern Iowa. Special events, including concerts and shows, at the University of Northern Iowa often use fireworks and pyrotechnics which may require the standby of firefighters for the protection of the public. NFPA recently reported that 74% of all fire deaths and 45% of structure fire property damage was related to fireworks fires. The sale and use of fireworks in the Cedar Falls community, as throughout the State of Iowa, continue to be a risk to the health and the property of the community. NFPA estimates that 19,500 fires were started by fireworks in 2018. These fires caused 5 civilian deaths, 46 injuries, and more than \$100 million in direct property damage. Firefighting gear purchased through this grant will allow firefighters to respond quickly and safely to fire events both fireworks related and by other ignition sources occurring throughout the community. Thank you for your consideration.

Total amount requested for equipment purchase:

Requested funds - \$14,200.00



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Operations and Maintenance Division Mgr.
DATE: August 3, 2021
SUBJECT: Custodial Services Agreement

With the current custodial contract for cleaning of public buildings due to expire on August 31, proposal requests were sent out and received on July 29th 2021 for a new three (3) year contract. Of the five requests sent out, three proposals were received. Following is a summation of those proposals based on a monthly rate;

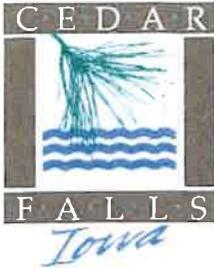
Marsden Services	\$21,364.51
Fresh Start Cleaning Solutions	\$22,000.00
Midwest Janitorial	\$32,418.48

Marsden Services came in 2.9% lower than the current contractor Fresh Start Cleaning Solutions. However, performance issues have been discovered with Marsden while checking references. Cedar Falls Utilities voided their contract after one year due to poor performance. As well, there are other references in the Cedar Falls/Waterloo metro area that have expressed some of the same concerns.

The current contractor, Fresh Start Cleaning Solutions' proposal of \$22,000.00 came in lower than their existing monthly rate by \$274.00 per month. This company is local and has performed cleaning duties adequately throughout their contract. They have responded positively to requests for additional cleaning and extra work during the pandemic at no extra cost. Overall, staff has been satisfied with this company's performance. Therefore, the Public Works Department recommends accepting the proposal from Fresh Start Cleaning Solutions for a three (3) year period beginning September 1st, 2021.

Please feel free to contact me if you have questions or comments

CC: Chase Schrage, Public Works Director
Att.



DEPARTMENT OF PUBLIC WORKS CEDAR FALLS, IOWA 50613

ENGINEERING DIVISION
220 CLAY STREET
319-268-5161
FAX 319-268-5197

OPERATIONS & MAINTENANCE DIVISION
2200 TECHNOLOGY PARKWAY
319-273-8629
FAX 319-273-8632

WATER RECLAMATION DIVISION
501 E. 4TH STREET
319-273-8633
319-268-5566

July 13, 2021

Mrs. Candace Wagner
Fresh Start Cleaning
1110 Prestien Dr.
Denver, IA 50622

Dear Mrs. Wagner

The City of Cedar Falls is requesting proposals to perform custodial services at the following seven (7) City owned buildings:

Visitor's & Tourism Building, 6510 Hudson Rd.

City Hall, 220 Clay St.

Public Safety Building, 4600 S. Main St.

Public Library/Community Center, 524 Main St.

Public Works/Parks Complex, 2200 Technology Parkway.

Hearst Center for the Arts, 304 W. Seerley Blvd.

Island Park Beach House, 218 Center St. (provide as an alternate)

Proposals must be completed and returned to the Cedar Falls Public Works Department, 2200 Technology Parkway Cedar Falls, IA 50613, by 2:00 p.m. Thursday, July 29th, 2021. Contractors interested in submitting proposals must bid on, and have the necessary resources to perform cleaning services for ALL buildings as described in the proposal documents. The contract will be let as one complete package. All submittals must meet the minimum requirements of this document. This cover letter and all attachments are considered one document.

The City of Cedar Falls reserves the right to select any individual proposal that will best serve its needs. The term of this contract will be three (3) years with a potential for an additional extension of three years upon mutual agreement by both parties.

For additional information or to schedule a site visit, please feel free to contact me at 319-268-5577.

Respectfully,

Matt Buck
Building Maintenance Supervisor

City of Cedar Falls Public Buildings Request for Cleaning Services

The City of Cedar Falls is seeking proposals for custodial services to be performed at the following public buildings;

Visitor's & Tourism Building, 6510 Hudson Rd.

City Hall, 220 Clay St.

Public Library/Community Center, 524 Main St.

Public Works/Parks Complex, 2200 Technology Parkway.

Public Safety Building, 4600 S. Main St.

Hearst Center for the Arts, 304 W. Seerley Blvd.

Recreation Center, 110 East 13th Street

Island Park Beach House, 218 Center St.

All proposals must meet the following requirements;

The City of Cedar Falls shall supply paper products (toilet tissue, facial tissue, dispenser towels, hand soap, trash can liners, air fresheners and replacement batteries). The contractor must notify the Building Maintenance Supervisor of any supplies needed and allow one-week for ordering and delivery.

The City of Cedar Falls may supply specialty floor cleaning equipment, burnisher, and janitorial carts. The city will maintain and make needed repairs to this equipment due to normal daily use. If damage is caused by the contractor due to misuse or negligence, the contractor will be responsible for reimbursement of the cost of repairs. Proposers will be asked to provide alternate pricing for buildings that require mechanical equipment.

Contractor shall be responsible to report all damage, security problems, mechanical, plumbing or electrical issues, and other conditions that require attention to the City's building maintenance supervisor within twenty-four hours.

The contractor shall provide all chemicals for cleaning along with the proper MSDS/SDS documents for each chemical, which are to be kept on site. The contractor will provide all needed equipment in good working condition such as vacuums, buffers, mops, and other equipment needed to complete their work that has not otherwise been provided by the City. All equipment that belongs to the contractor must be clearly identified with the company name. Vacuums stored on site identified to be the property of the City of Cedar Falls are for the use of City

staff and should not be used by the contractor. Storage space will be provided for the equipment and the contractor is expected to keep a clean and organized work area (all paper products are to be stored above chemicals per Health Department regulations).

Monthly inspections of the facility will be completed by the City's building maintenance supervisor and a management representative of the Contractor as needed.

Contractor will be subject to afterhours call back at no additional charge to the City when necessary to correct nonperformance of cleaning requirements.

Contracted employees shall take rest or meal breaks in designated break areas. Doing so at a city employee desk or workstation is prohibited. A designated phone shall be used by contracted employees to check in or out with a supervisor. Any other use of City or city employee's personal property is strictly prohibited.

The City of Cedar Falls requires a background check to be completed by the Cedar Falls Police Department of any person(s) employed by the contractor before they may work in any City building(s). The contractor will be required to provide the Building Maintenance Supervisor with the employee name, driver's license number and date of birth for the purpose of the background check. An employee of the contractor will not be approved to work in a City building for reasons including, but not limited to, the following: any theft or felony charges, three or more misdemeanors in three years, and two or more drug violation in four years.

Contractor shall meet all insurance requirements as listed in Exhibit "A" (attached)

Contractors will provide Worker's Compensation Insurance.

Building Information and Cleaning Requirements

Visitors and Tourism Center _____

The building is approximately 4000 sq./ft. of floor space and has a variety of surfaces including: carpet, vinyl tile, ceramic tile, and concrete (see Custodial Requirements for additional information).

An electronic key will be provided for access into the building, an interior door key will be kept outside the janitorial room in a key vault.

The Visitor's and Tourism Center occasionally rents out the conference area. Prior notice will be given with instructions if hours change or specific areas of the building will not be accessible to the contractor.

The proposal requests several criteria, including:

- Five days per week primary service on Monday through Friday nights.
- A scheduled tour of the facility with the Building Maintenance Supervisor prior to bid submittal.
- Floor refinishing, each time performed (may require twice a year service).
- Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Entire Building:

- Empty trash, wipe trash containers and replace liners.
- Exterior trash cans are emptied nightly due to rodents.
- Vacuum all carpeting and floor mats.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Sweep and mop floors.
- Check and clean all areas for dust, debris, and stains.
- Dust HVAC vents routinely.
- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Clean interior windows as needed.
- Clean and polish wood trim as needed.

Visitors and Tourism Cont.

- Clean and polish vinyl base as needed.
- Clean interior glass as needed.
- Clean out metal track for glass doors.
- Wipe down chair legs as needed.

Kitchen:

- Wipe tops, sides, and fronts of counters, cabinets, refrigerator, stove, work areas, floors, and sinks.

Restrooms:

- Clean and sanitize toilets, urinals, mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Check air freshener dispensers and replace canisters or batteries as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Replace urinal screens no less than monthly.
- Plunge clogged stools as needed.

Meeting/Reception Area:

- Clean tables, chairs, work areas, doors, floors, ledges, and walls.

Vinyl Tile & Concrete Care:

- Refinish flooring annually with two or three coats.

City Equipment Used; Janitorial Cart

City Hall

The building is approximately 38,160 sq. /ft. and has a variety of surfaces including: carpet, VCT, VLT, ceramic tile, and concrete.

An electronic key will be provided for access into the building, an interior door key will be kept inside the janitorial room in a key vault.

The proposal requests several criteria, including:

- Provide a proposal price for completing primary and secondary requirement with and without the use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Monday through Friday nights between the hours of 6 p.m.-5a.m.
 - Public meetings are often help between 5 p.m. – 10 p.m. which may require rearranging cleaning schedules at times. The meeting schedules are listed on the information screens at City Hall.
- Secondary services to be completed throughout the regularly scheduled five day week unless previously approved by the Building Maintenance Supervisor.
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Entire Building:

Nightly:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Empty recycling containers and place recyclables in designated area.
- Sweep, ceramic tile, VCT and stairwells.
- Wet mop ceramic tile and stairwells.
- Run a mechanical floor scrubber over non carpeted flooring.
- Edge mop where floor machine is unable to reach.

City Hall Cont.

- Vacuum all floor mats, and carpeting.

- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.
- Clean and polish desks and counters.
- Clean chair legs as needed
- Clean and polish elevator surfaces.
- Remove any spots or soil from walls.

Restrooms/Locker Rooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures)
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Clean and sanitize shower stalls and polish fixtures.
- Wet mop floor.
- Vacuum carpeting on benches.
- Check air freshener dispensers and replace canister and batteries as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Report any automatic sensors that require new batteries.
- Replace urinal screens no less than monthly.
- Plunge clogged stools as needed.

Secondary Service:

Weekly:

- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Maintain floor drains.
- Clean and polish wood doors and trim.
- Clean interior windows and frames as needed.

City Equipment Used: janitorial carts, floor scrubber.

Public Library

The building is approximately 45,000 sq. /ft. of floor space and has a variety of surfaces including: carpet, LVT, VCT, and ceramic tile.

An electronic key will be provided for access into the building, an interior door key will be kept outside the janitorial room in a key vault.

The proposal requests several criteria, including:

- Provide a proposal price for completing primary, secondary requirement and limited service.
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Sunday through Thursday nights between the hours of 10 p.m.-6 a.m. Limited service Friday night between the hours of 10 p.m.-6 a.m.
- Secondary services to be completed throughout the regularly scheduled five day week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires annual stripping and three coats of wax on all vinyl composite tiles).
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Entire Building:

Nightly:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Empty recycling containers and place in designated area.
- Sweep and wet mop, ceramic tile, VCT.
- Vacuum all mats, and carpeting.
-

Public Library Cont.

- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.
- Clean and polish tables, workstations and desk systems.
- Dust computer and keyboards.
- Clean and polish sinks and counter tops.
- Remove any spots or soil from walls.

Restrooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures)
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Report any automatic sensors that require new batteries.
- Replace urinal screens monthly.
- Plunge clogged stools as needed.

Offices, Meeting Rooms:

- Vacuum and dust.
- Clean glass as needed.
- Wipe down tables and desks.
- Clean chairs and legs as needed.
- Clean kitchenette areas.

Elevator:

- Vacuum out tracks.
- Wipe down doors and walls.

Public Library Cont.**Secondary Service:**

Weekly:

- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean display case glass.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Clean interior windows and frames as needed.
- Dust book shelving.
- Maintain floor drains.

Limited Service:

Friday:

- Clean restrooms and restock paper and soap products.
- Empty trash/recycling containers.
- Check entire facility for areas that need trash picked up or require attention.

City Equipment Used: Janitorial Carts, floor scrubber and floor sweeper.

Community Center

The building is approximately 5000 sq. /ft. of floor space and has a variety of surfaces including: wood flooring, carpet, vinyl tile, ceramic tile, and concrete (see Custodial Requirements for additional information).

An electronic key will be provided for access into the building, an interior door key will be kept outside the janitorial room in a key vault.

The proposal requests several criteria, including:

- Five days per week primary service on Sunday, Monday, Tuesday, Wednesday, and Friday nights after 10:00 p.m.
 - The Community Center may rent out the facility at times requiring the cleaning schedule to be adjusted to cleaning after 12:00 p.m.
- Floor refinishing, each time performed (may require twice a year service).
- Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Entire Building:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Vacuum all carpets and mats.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Sweep and mop floors.
- Check and clean all areas for dust, debris, and stains.
- Dust HVAC vents routinely.
- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Clean interior windows as needed.
- Clean and polish wood trim as needed.
- Clean and polish vinyl base as needed.
- Remove chalk marks from wall in billiards room.
- Clean interior glass as needed.
- Wipe down chair legs as needed.

Community Center Cont.

Kitchen/Pantry:

- Wipe tops, sides, and fronts of counters, cabinets, refrigerator, stove, work areas, and sinks.
- Polish stainless steel surfaces.

Restrooms:

- Clean and sanitize toilets, urinals, mirrors, sinks, counters, doors, floors, changing tables, partitions and walls.
- Polish stainless steel surfaces.
- Check air freshener dispensers and replace as needed.
- Check and replace soap and sanitizer dispensers.
- Check and refill paper dispensers.
- Mechanically scrub ceramic tile and grout once per month.
- Replace urinal screens monthly.
- Plunge clogged stools as needed.

Exercise/Dance Area (Wood Floor):

- Use only low moisture method of cleaning (such as a Wet Swifter system).
- Buff often as needed.
- May require cleaning during winter season on a daily basis.
- Clean mirrors as needed.

Dining Area:

- Wipe off tables.
- Buff tile as needed.

Carpet Care:

- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.

Vinyl Composite Tile Care:

- Buff as needed.
- Refinish VCT flooring annually stripping and applying three coats of wax.

City Equipment Used: Same as library (connected buildings)

Public Works Complex

The building is approximately 13,000 sq. /ft. of floor space and has a variety of surfaces including: carpet, ceramic tile, and polished concrete.

The proposal requests several criteria, including:

An electronic key will be provided for access into the building, an interior door key will be kept outside the janitorial room in a key vault.

- Provide a proposal price for completing primary and secondary requirement with and without the use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Monday through Friday nights which may be completed between the hours of 5p.m. and 5a.m.
- Secondary services to be completed throughout the regularly scheduled four day week unless previously approved by the Building Maintenance Supervisor.
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Nightly:

Entire Building:

- Empty trash, clean containers and replace liners.
- Empty recycling containers and place in designated area.
- Sweep and wet mop/floor scrubber, ceramic tile, and polished concrete.
- Vacuum all mats, and carpeting.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.
- Clean and polish counters, workstations and desk systems.
- Dust computer and keyboards.
- Remove any spots or soil from walls.

Conference/Break Room:

- Wipe down tables, chairs and chair legs.
- Dust mop and spot mop flooring.

Public Works Cont.

Restrooms/Locker rooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures)
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Clean and sanitize shower stalls and polish fixtures.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Report any automatic sensors that require new batteries.
- Replace urinal screens monthly.
- Plunge clogged stools as needed.

Offices, Meeting Rooms:

- Vacuum and dust.
- Clean glass as needed.
- Wipe down tables and desks.
- Clean chairs and legs as needed.
- Clean kitchenette areas.

Kitchen:

- Wipe down counter tops and exterior surfaces of appliances and cabinetry.
- Wipe down doors and walls.

Secondary Service:

Weekly:

- Run floor machine over entire floor in Conference /Break rooms/Hallways.
- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Clean interior windows and frames as needed.
- Dust lockers.

Flooring:

- Polished concrete flooring requires quarterly burnishing.

City Equipment: janitorial cart, floor scrubber

Hearst Center for the Arts

The building is approximately 5600 sq./ft. of floor space that requires cleaning and has a variety of surfaces including: carpet, VCT, ceramic tile, linoleum, wood, and concrete.

This building is alarmed and a code will be given for deactivation. An electronic key will be provided for access into the building, an interior door key will be kept inside the janitorial room in a key vault.

The proposal requests several criteria, including:

- Five days a week primary service Monday through Friday nights.
- Secondary services to be completed throughout the regularly scheduled four day week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires annual stripping and three coats of wax on all vinyl composite tiles).
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Entire Building:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Sweep, ceramic tile, VCT, linoleum and stairwell (including elevator).
- Wet mop all VCT, ceramic tile and stairwell (including elevator).
- Vacuum all mats, and carpet in lobby.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.

Restrooms:

- Clean and sanitize toilets, urinals, mirrors, sinks, counters, doors, floors, changing tables, and partition walls. (Remove all hard water spots from fixtures-no abrasives of chrome fixtures) with a mineral cleaner.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Replace urinal screens monthly.
- Plunge clogged stools as needed.

- **Hearst Center Cont.**

Classrooms:

- Check and replace soap and sanitizer dispensers.
- Check and refill paper towel dispensers.
- Clean counter tops and sinks.

Ceramic Room:

- Empty trash container.
- Check and replace soap and paper dispensers
- Clean and polish sink.
- Mop with separate mop due to ceramics dust.

Kitchen:

- Wipe down counter tops and exterior surfaces of appliances and cabinetry.
- Wipe down doors and walls.
- Clean and sanitize sink.

Main Gallery and Hall:

- Vacuum and dust. This area may be closed at during set up for gallery openings.

Secondary Service:

- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean display case glass in vestibule and meeting room.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Clean and polish wood doors and trim.
- Clean interior windows and frames as needed.

Classrooms:

- Sweep and mop Cement floors.
- Wipe down counters, cabinets, tables, and sinks.

Offices, Reception Area and Meeting Rooms:

- Vacuum and dust.
- Clean glass as needed.
- Wipe down tables and desks.
- Clean chairs and legs as needed.

Hearst Center Cont.**Elevator:**

- Vacuum out tracks.
- Wipe down doors and walls.
- Clean and polish stainless steel surfaces.

Floor Surfaces:

- Restrooms- VCT
- Kitchen-Linoleum
- Elevator-VCT
- Offices, meeting rooms, lobby and galleries- Carpet
- Classrooms-Concrete
- Basement hallways-VCT

City Equipment Used: Janitorial Cart

Recreation Center _____

The building is approximately 36,000 sq. /ft. and has a variety of floor surfaces including: carpet, VCT, ceramic tile, wood, and concrete.

The proposal requests several criteria, including:

- Provide a proposal price for completing primary and secondary requirement with and without the use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor prior to bid submittal.
- Six days a week primary service Sunday through Friday nights between the hours of 10 p.m.-4 a.m.
- A seventh day of limited service on Saturday nights from September 1st through May 31st.
- Secondary services to be completed throughout the regularly scheduled six day work week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires annual stripping and three coats of wax on all vinyl composite tiles).
- Additional cleaning due to special events or adverse weather.
- The Recreation Center will occasionally rent out areas of the facility which may require an adjustment to the cleaning hours.

Custodial Requirements

Primary Service:

Nightly:

Office/Reception/Meeting Room/Kitchen:

- Empty trash, wipe trash containers and replace with a new liner.
- Empty recycling containers and place recyclables in designated area.
- Vacuum all carpeting. (Spot clean stains smaller than 4" x 4". Report larger stains to Supervisor).
- Check and clean all areas for dust, debris and stains.
- Clean kitchen area, sink, counters and table.

Main Hall:

- Vacuum all walk off mats and remove for floor cleaning.
- Move any receptacle and/or benches for floor scrubbing.
-

Recreation Center Cont.

- Run mechanical floor scrubber with brushes designed for tile and grout over ceramic tile.
- Empty trash, wipe trash containers and replace with a new liner.
- Clean and sanitize interior and exterior of lockers.
- Clean interior and exterior of entry glass, frames and thresholds.
- Clean, sanitize and polish water fountains.
- Clean glass as needed.
- Sweep and mop back stairwell.
- Edge mop entire perimeter and areas the floor machine is unable to reach.
- Replace walk off mats, receptacles and benches.

Restrooms/Locker rooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures)
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace/refill soap and sanitizer dispensers.
- Check and refill all paper dispensers
- Clean and sanitize interior and exterior of lockers.
- Clean and sanitize walls, curtains, floor and fixtures in showers.
- Wet mop tile flooring.
- Remove any spots or soil from walls.
- Report any automatic sensors that require new batteries.
- Plunge clogged stools as needed.

Steam Rooms:

- Prior to manual cleaning, rooms are to be sprayed with Vital Oxide using an electrostatic sprayer provided by the City.
- Clean and sanitize tile using chemicals provided by the city with a Restroom Cleaning Machine or similar equipment capable of power washing walls, ceiling, and benches, flooring and extracting excess water. This equipment will be provided and maintained by the contractor.
- Clean and sanitize doors and frames.

Sauna:

- Prior to manual cleaning, room is to be sprayed with Vital Oxide using an electrostatic sprayer provided by the City.
- Wood benches and floor require manual scrubbing with a brush.
- Remove wood floor and power wash floor and benches using care not to damage the wood surface.
- Clean glass.

Recreation Center Cont.

Gyms:

- Dust mop floors.
- Run floor scrubber with pad over flooring.
- Edge mop entire perimeter and spot mop as needed.
- Clean and sanitize drinking fountain.

Racquetball Courts:

- Dust mop floors.
- Run floor scrubber with pad over flooring.
- Clean glass.

Mezzanine/Track:

- Wet mop VCT.
- Vacuum carpeting and steps.
- Clean and sanitize exercise equipment (spray cleaner on rag and not directly on equipment).
- Run floor scrubber over flooring.

Exercise Room:

- Remove dust and debris from under and around.
- Run floor scrubber over flooring.
- Clean and sanitize all exercise equipment (spray cleaner on rag and not directly on equipment).
- Clean mirrors and glass.
- Check and replace sanitizer dispensers as needed.

Multi-Purpose/ Activity Rooms:

- Run floor scrubber over flooring.
- Vacuum carpeting.
- Empty trash containers and replace liners.
- Clean sink and counter tops.
- Clean cubby holes.

Cycling Room (Basement):

- Wet mop floor:
- Wipe down cycles.
- Check/ replace sanitizer dispensers.
- Clean mirrors.

Recreation Center Cont.

Limited Service:

Saturday nights from September 1st through May 31st

- Clean the locker rooms, restrooms, steam rooms, sauna and empty trash cans throughout the building to meet the above specifications.

Secondary Service:

Weekly:

- Dust and polish wood surfaces including doors and trim.
- Dust railing around track.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Clean and polish wood doors and trim.
- Clean and sanitize all blue mats hanging from walls in gyms.
- Dust blinds.
- Maintain floor drains.
- Wipe down vending machines.
- Dust blinds.

Day Porter Service:

Monday-Friday 1pm.-3p.m. from September 1st through May 31st

- Check with front desk staff to determine if there have been any janitorial issues reported that need addressed.
- Check restrooms and locker rooms and clean as needed, refill paper and soap products.
- Check sauna and clean as needed.
- Complete a walk thru of facility and address any items needing attention such as loose trash on floor, full garbage or recycling containers, dirty mirrors, spills of flooring, drinking fountains, dirty benches, etc.

City Equipment:

- janitorial cart, floor scrubbers, and burnisher.

Beach House

The building is approximately 3200 sq. /ft. of floor space and has concrete floors (see Custodial Requirements for additional information).

The proposal requests several criteria, including:

- The Cedar Falls Beach House rents out partial areas or the entire building May 1st through October 15th. Cleaning will be required between 10:30 p.m. – 07:00 a.m. depending on rental schedule. A schedule for the entire month will be provided to the contractor. Any changes will be sent to contractor in the week prior to the rental.
- A scheduled tour of the facility with the Building Maintenance Supervisor prior to bid submittal.

Custodial Requirements

Primary Service:

Entire Building:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Sweep and mop floors.
- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Clean interior windows as needed.

Kitchen:

- Wipe tops, sides, and fronts of counters, cabinets, refrigerator, stove, work areas, floors, and sinks.

Restrooms:

- Clean and sanitize toilets, urinals, mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Replace urinal screens monthly.
- Plunge stool as needed.

Public Safety

The building is approximately 15,280 sq. /ft. and has a variety of surfaces including: carpet, ceramic tile, and concrete.

The proposal requests several criteria, including:

- Provide a proposal price for completing primary and secondary requirement with and without the use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Monday through Friday nights between the hours of 6 p.m.-5a.m. and day porter service on Sunday.
- Secondary services to be completed throughout the regularly scheduled five day week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires burnishing of polished concrete quarterly).
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Entire Building:

Nightly:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Empty recycling containers and place recyclables in designated area.
- Sweep, ceramic tile, polished concrete and stairwells.
- Wet mop ceramic tile, polished concrete and stairwells.
- Run a mechanical floor scrubber over all polished and cement flooring.
- Edge mop where floor machine is unable to reach.
- Vacuum all mats, and carpet.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.
- Spot clean glass as needed.

Public Safety Cont.

- Clean and polish desks and counters.
- Dust computers and keyboards.
- Clean chair legs.
- Clean and polish elevator surfaces.
- Remove any spots or soil from walls.

Restrooms/Locker Rooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures).
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Clean and sanitize shower stalls and polish fixtures.
- Wet mop flooring.
- Clean and sanitize benches.
- Check air freshener dispensers and replace as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Report any automatic sensors that require new batteries.
- Replace urinal screens monthly.
- Plunge clogged stools as needed.

Secondary Service:

Weekly:

- Clean interior and exterior of entry doors glass, frames and thresholds as needed.
- Dust and polish wood surfaces including doors and trim.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Maintain floor drains.
- Clean and polish wood doors and trim.
- Clean interior windows and frames as needed.
- Clean rubberized flooring in gym area of basement.

Public Safety Cont.

Day Porter Service:

- Check restrooms and locker rooms and clean as needed, empty trash, refill paper and soap products.
- Empty trash receptacles in CSO offices and Briefing room.

City Equipment Used: janitorial cart, floor scrubber.

Proposal Page

Cedar Falls Visitor's & Tourism Center Cleaning Proposal

Service Proposals:

Primary Service (Monthly Total): \$ 700.00

Carpet Extraction (per time): \$ 200.00

Floor Refinishing (per time): N/A

Additional Cleaning:
Hourly Rate: \$ 17.50

Minimum Rate: \$ 15.00

City Hall Cleaning Proposal

Service Proposals:

Primary Service and Secondary Service using City supplied equipment.
(Monthly Total): \$ 3,700.00

Primary Service and Secondary Service without City supplied equipment.
(Monthly Total): \$ 4,000.00

Carpet Extraction (per sq. /ft.): \$.25

Floor Refinishing (per time): \$ 1800.00

Additional Cleaning:
Hourly Rate: \$ 17.50

Minimum Rate: \$ 15.00

Cedar Falls Public Library Cleaning Proposal

Service Proposals:

Primary Service and Secondary and Limited Service using City supplied equipment.

(Monthly Total): \$ 3,300.00

Primary Service and Secondary and Limited Service without City supplied equipment.

(Monthly Total): \$3,600.00

Carpet Extraction (per sq. /ft.): \$.25

Floor Refinishing (per time): \$ 600.00

Additional Cleaning:
Hourly Rate: \$ 17.50

Minimum Rate: \$ 15.00

Cedar Falls Community Center Cleaning Proposal

Service Proposals:

Primary Service using City supplied equipment

(Monthly Total): \$ 770.00

Primary Service without using City supplied equipment

(Monthly Total): \$ 1,070.00

Carpet Extraction (per time): \$ 1,100.00

Floor Refinishing (per time): \$ 500.00

Additional Cleaning:
Hourly Rate: \$ 17.50

Minimum Rate: \$15.00

Cedar Falls Public Works Cleaning Proposal

Service Proposals:

Primary and Secondary Service using City supplied equipment.

(Monthly Total): \$1,865.00

Primary and Secondary Service without City supplied equipment.

(Monthly Total): \$2,165.00

Carpet Extraction (per sq./ft.) \$.25

Additional Cleaning:

Hourly Rate: \$17.50

Minimum Rate: \$15.00

Cedar Falls Hearst Center for the Arts Cleaning Proposal

Service Proposals:

Primary Service and Secondary Service (Monthly Total): \$1,500.00

Carpet Extraction (per sq. /ft.): \$.25

Floor Refinishing (per time): \$500.00

Concrete Polishing (per time): N/A

Additional Cleaning:

Hourly Rate: \$17.50

Minimum Rate: \$15.00

Cedar Falls Recreation Center

Service Proposal:

Primary, Secondary and Limited and Day Porter Service using City supplied equipment.

(Monthly Total): \$ 7,000.00

Primary, Secondary and Limited and Day Porter Service without City supplied equipment.

(Monthly Total): \$ 7,300.00

Carpet Extraction (per sq. /ft.): \$.25

High Dusting of Gyms (per time): N/A

Additional Cleaning:
Hourly Rate: \$ 25.00

Minimum Rate: \$ 20.00

Cedar Falls Beach House Cleaning Proposal

Service:

Per Service (Daily Total 2/3 of Facility) \$ 75.00

Per Service (Daily Total Full Facility) \$ 100.00

Additional Cleaning:
Hourly Rate: \$ 25.00

Minimum Rate: \$ 20.00

Public Safety Cleaning Proposal

Service Proposals:

Primary Service and Secondary and Day Porter Service using City supplied equipment.

(Monthly Total): \$3,165.00

Primary Service and Secondary Service without City supplied equipment.

(Monthly Total): \$3,465.00

Carpet Extraction (per sq. /ft.): \$.25

Floor Refinishing (per time): N/A

Additional Cleaning:

Hourly Rate: \$17.50

Minimum Rate: \$15.00

Company Information

Name Fresh Start Cleaning Solutions, Inc
 Address 1110 Prestien Dr.
 City Denver State Iowa Zip 50622
 Phone 319-215-0174 Fax _____

Contact Person:

Name Candace Wagner
 Phone 319-215-0174

The below signed states that all amounts and statements are correct and accurate.

By: Candace Wagner
 Date: 7-29-21
 Firm: Fresh Start Cleaning Solutions, Inc

Questions or concerns should be directed to Matt Buck at 268-5577, or Brian Heath at 268-5575

Please submit completed proposals to:

Cedar Falls Public Buildings c/o Matt Buck
 2200 Technology Parkway
 Cedar Falls, IA 50613

**AGREEMENT FOR CUSTODIAL SERVICES
Public Buildings
Cleaning Contract
FY22**

The City of Cedar Falls, Iowa, hereinafter called City; hereby executes the custodial services contract, submitted by Fresh Start Cleaning Solutions Inc., hereinafter called Fresh Start, upon the following terms and conditions:

1. Fresh Start shall provide all labor, chemicals and equipment necessary to perform the services as described in the Building Information and Cleaning Requirements which pages are attached hereto.
2. Fresh Start shall be paid in accordance with the Cleaning Proposal Document for the duration of this agreement, beginning Sept. 1, 2021 and ending August 31, 2024.
3. Fresh Start shall comply with all the requirements of the Building Information and Cleaning Requirements, for all buildings, a copy of all of which is attached to this Agreement.
4. The City reserves the right to cancel this agreement at any time by giving Fresh Start a ninety (90) days advance written notice. Fresh Start reserves the right to cancel this agreement at any time by giving the City ninety (90) days advanced written notice.
5. This agreement is for a period not to exceed thirty-six (36) months. This agreement may be extended for a three (3) year period, if mutually agreed upon by both parties.

Dated this 3rd day of August, 2021.

APPROVED:

Fresh Start Cleaning Solutions

Candace Wagner

By: (Signature)

Vice President

Title

8/3/2021

Date

City of Cedar Falls, Iowa

Rob Green, Mayor

Jacque Danielsen, MMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: David Wicke, PE, City Engineer
DATE: August 5, 2021
SUBJECT: USGS Streamgaging Station for the Cedar River in Cedar Falls
Project No. MC-039-1653

Attached is the Joint Funding Agreement with the U.S. Geological Survey for the federal fiscal year 2022 for the continuing support, operation, and maintenance of the streamgage site on the Cedar River in Cedar Falls. The agreement also includes the continued development of real-time stream flow data at the streamgage site. This is a cooperative agreement whereby the U.S. Geological Survey and the City of Cedar Falls cost share the operation and maintenance of the streamgage site.

The streamgage is known locally as the “river gauge” and provides the stage readings that are the basis for the public alerts given during high water events on the Cedar River. The stage readings enable flood forecasts to be generated for Cedar Falls by the River Forecast Center of the National Weather Service. The streamgage is located on south side of the Highway 57/1st Street Bridge over the Cedar River.

Funding for the continued operation of the streamgage was budgeted for in the Engineering Services Budget.

It is recommended that this agreement be approved and returned to me for further processing. If you have any questions or comments regarding this matter, feel free to contact me.

xc: Chase Schrage, Director of Public Works



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI

ILLINOIS

IOWA

1400 Independence Rd. MS100
Rolla, MO 65401

405 N. Goodwin Ave.
Urbana, IL 61801

400 S. Clinton St. Rm 269
Iowa City, IA 52240

July 26, 2021

David Wicke
City Engineer
City of Cedar Falls
220 Clay Street Engineering Division
Cedar Falls, Iowa 50613

Dear Mr. Wicke:

Attached is our standard joint-funding agreement for the operation and maintenance of one streamgaging station and one waste-water survey on the Cedar River in Cedar Falls, IA, for the period October 1, 2021 through September 30, 2022 in the amount of \$10,360 from your agency. U.S. Geological Survey contributions for this agreement are \$5,760 for a combined total of \$16,120. Please sign and return one fully-executed original to Alex D. Arduser via email at aarduser@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2021**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jon Nania by phone number (319) 358-3655 or email jfnania@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Alex Arduser at phone number (319) 358-3656 or email at aarduser@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Jon F. Nania
Deputy Director, Central Midwest WSC

Enclosure
22NEJFA103

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2021, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Cedar Falls party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, **for the operation and maintenance of one streamgaging station and one waste-water survey on the Cedar River in Cedar Falls, IA**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,760 by the party of the first part during the period October 1, 2021 to September 30, 2022
- (b) \$10,360 by the party of the second part during the period October 1, 2021 to September 30, 2022
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001608
Agreement #: 22NEJFA103
Project #: NE009KT
TIN #: 42-60038591

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jon Nania
Supervisory Hydrologist
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3655
Fax: (319) 358-3606
Email: jfnania@usgs.gov

Customer Technical Point of Contact

Name: David Wicke
City Engineer
Address: 220 Clay Street Engineering Division
Cedar Falls, Iowa 50613
Telephone: (319) 268-5161
Fax: (319) 268-5197
Email: david.wicke@cedarfalls.com

USGS Billing Point of Contact

Name: Alex Arduser
Budget Analyst
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3656
Fax: (319) 358-3606
Email: aarduser@usgs.gov

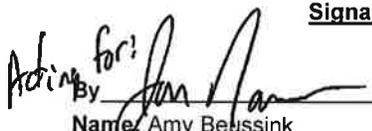
Customer Billing Point of Contact

Name: David Wicke
City Engineer
Address: 220 Clay Street Engineering Division
Cedar Falls, Iowa 50613
Telephone: (319) 268-5161
Fax: (319) 268-5197
Email: david.wicke@cedarfalls.com

U.S. Geological Survey
United States
Department of Interior

City of Cedar Falls

Signature

Acting for: 
By _____ Date: 07/26/2021
Name: Amy Beussink
Title: Director, Central Midwest WSC

Signatures


By _____ Date: 8/5/2021
Name: David Wicke
Title: CITY ENGINEER

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS	
	USGS	COOP TOTAL
05463050 Cedar River at Cedar Falls, IA Full Range Streamflow Station Discharge, Measurement	\$5,760	\$8,640 \$1,720 \$16,120
	Total: \$5,760	\$10,360 \$16,120
	GRAND TOTAL: \$5,760	\$10,360 \$16,120


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: August 6th, 2021

SUBJECT: 2021 CDBG Sidewalk Infill
 Project No. SW-000-3248
 Bid Opening

On Tuesday, August 3rd, 2021 at 10:00 a.m., bids were received and opened for the 2021 CDBG Sidewalk Infill Project. A total of one (1) bid was received, with OEL Construction Services the apparent low bidder:

	<i>Base Bid</i>
<u>Engineering Estimate</u>	\$175,444.86
OEL Construction Services	\$181,492.08

The Engineer's Estimate for this project was \$175,444.86. OEL Construction Services of Steamboat Rock, Iowa submitted the low bid in the amount of \$181,492.08. Attached is a bid tabulation for your reference. The project will be funded through a Community Development Block Grant (CDBG).

Due to the funding allowed through the Community Development Block Grant the Walnut Street infill will be removed from this project. With the removal of the Walnut Street infill, approximately \$32,000.00 will be subtracted from the posted bid above. The Walnut Street infill removal will allow for the grant to cover the entire project.

We recommend acceptance of the lowest bid from OEL Construction Services in the amount of \$181,492.08. On September 7th, 2021, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

xc: Chase Schrage, Director of Public Works
 Stephanie Sheetz, Community Development Director
 David Wicke, City Engineer

2021 CDBG Sidewalk Infill Project (#7912477)							
Owner: Cedar Falls IA, City of							
Solicitor: Cedar Falls IA, City of							
08/03/2021 10:00 AM CDT							
Line Item	Item Description	UofM	Quantity	Engineer Estimate		OEL Construction Services	
				Unit Price	Extension	Unit Price	Extension
1	REMOVE SIDEWALK, P.C.C.	S.Y.	46.9	\$12.00	\$562.80	\$10.50	\$492.45
2	REMOVAL OF CURB & GUTTER, 2.5 FT. WIDTH	L.F.	177.8	\$11.00	\$1,955.80	\$17.50	\$3,111.50
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	1522	\$50.00	\$76,100.00	\$51.00	\$77,622.00
4	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	135.1	\$53.00	\$7,160.30	\$63.75	\$8,612.63
5	PLACE DETECTABLE WARNING PANELS	S.F.	186	\$34.00	\$6,324.00	\$35.50	\$6,603.00
6	PLACE CURB & GUTTER, 2.5 FT. WIDE, P.C.C., CLASS "C"	L.F.	177.8	\$28.00	\$4,978.40	\$40.50	\$7,200.90
7	CLASS 10 EXCAVATION	C.Y.	571.65	\$14.00	\$8,003.10	\$35.00	\$20,007.75
8	TOPSOIL, FURNISH AND SPREAD	C.Y.	361.3	\$35.00	\$12,645.50	\$20.00	\$7,226.00
9	SOD	S.F.	16773.8	\$1.70	\$28,515.46	\$2.25	\$37,741.05
10	SURFACING, 1 INCH ROADSTONE	TONS	24	\$34.00	\$816.00	\$35.00	\$840.00
11	INTAKE SEDIMENT FILTER	L.F.	58	\$9.00	\$522.00	\$3.00	\$174.00
12	UNSTABLE MATERIAL, OVER EXCAVATION	C.Y.	20	\$25.00	\$500.00	\$25.00	\$500.00
13	CONCRETE STAIRS, TYPE A	S.F.	24.7	\$45.00	\$1,111.50	\$64.00	\$1,580.80
14	CLEARING AND GRUBBING	UNIT	290	\$75.00	\$21,750.00	\$22.00	\$6,380.00
15	TRAFFIC CONTROL	L.S.	1	\$4,500.00	\$4,500.00	\$3,400.00	\$3,400.00
				Base Bid Total:	\$175,444.86		\$181,492.08


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: August 9, 2021

SUBJECT: Seal Coat - 2021
 City Project Number: SC-000-3272
 Bid Opening

On Monday, August 9th, 2021 at 10:00 a.m., bids were received and opened for the 2021 Seal Coat Project. A total of one (1) bid was received, with Blacktop Service Company the apparent low bidder:

	<i>Base Bid</i>
<u>Engineering Estimate</u>	\$143,756.90
Blacktop Service Company	\$161,988.49

The Engineer's Estimate for this project was \$143,756.90. Blacktop Service Company of Allison, Iowa submitted the low bid in the amount of \$161,988.49. Attached is a bid tab for your reference.

We recommend acceptance of the lowest bid from Blacktop Service Company in the amount of \$161,988.49. On September 7th, 2021, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

Xc: Chase Schrage, Public Works Director
 David Wicke, PE, City Engineer

PROJECT BID TAB				CITY OF CEDAR FALLS			
PROJECT NAME: SEAL COAT - 2021 CITY PROJECT NUMBER: SW - 000 - 3272 BID OPENING: August 9, 2021 DEPARTMENT OF PUBLIC WORKS				ENGINEERING DIVISION			
				ENGINEER'S ESTIMATE		(1) Blacktop Service Company	
BID ITEM	DESCRIPTION	UNITS	EST. QUANTITY	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES
1	Surface Preparation	S.Y.	30417.00	\$ 0.30	\$ 9,125.10	\$ 0.40	\$ 12,166.80
2	Seal Coat, Streets	S.Y.	29018.00	\$ 2.20	\$ 63,839.60	\$ 2.23	\$ 64,710.14
3	Seal Coat, Cemeteries & Parks	S.Y.	24391.00	\$ 2.20	\$ 53,660.20	\$ 2.28	\$ 55,611.48
4	Pavement Markings, Painted	STA.	31.20	\$ 60.00	\$ 1,872.00	\$ 61.06	\$ 1,905.07
5	Pavement Markings, Handicapped Symbols	EA	4.00	\$ 65.00	\$ 260.00	\$ 23.75	\$ 95.00
6	Mobilization	L.S.	1.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
7	Traffic Control	L.S.	1.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00
				TOTAL	\$143,756.90	TOTAL	\$161,988.49

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: August 9th, 2021

SUBJECT: 2021 CDBG Sidewalk Infill Project
Project No. SW-000-3248
Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with OEL Construction Services, Inc. for the construction of the 2021 CDBG Sidewalk Infill Project.

The Department of Public Works recommends approving and executing the contract with OEL Construction Services, Inc. for the 2021 CDBG Sidewalk Infill Project. This project involves the construction of new Portland Cement Concrete (PCC) sidewalk according to the plans and specifications.

If you have any questions or comments feel free to contact me.

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this 9th day of August, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Jennifer Ingledue of OEL Construction Services, Inc., hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2021 CDBG SIDEWALK INFILL PROJECT, Project No. SW-000-3248 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 6th day of July 2021, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. SW-000-3248 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Maintenance Bond
- m. Form of Contract
- n. Non-collusion Affidavit of Prime Bidder

o. Bidder Status Form and Worksheet

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.


Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. S025789

KNOW ALL BY THESE PRESENTS:

That we, OEL Construction Services, Inc., as Principal (hereinafter the “Contractor” or “Principal” and Employers Mutual Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Eighty-One Thousand Four Hundred Ninety-Two and 08/100 (\$ 181,492.08), 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 _____, 2021, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

2021 CDBG Sidewalk Infill Project Project SW-000-3248

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

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

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

under the Contract, by reason of defects in workmanship or materials used in construction of said work;

- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

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

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

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

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

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

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and

Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

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

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

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

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

Project No. SW-000-3248

Witness our hands, in triplicate, this 5th day of August, 2021.

Surety Countersigned By:
Abigail R. Mohr
Signature of Agent

Abigail R. Mohr
Printed Name of Agent

Arthur J. Gallagher
Company Name

4200 Corporate Drive, Suite 160
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-309-6200
Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

OEL Construction Services, Inc.
Contractor

By: Annika Ingelund
Signature
President
Title

SURETY:

Employers Mutual Casualty Company
Surety Company

By: Abigail R. Mohr
Signature Attorney-in-Fact Officer

Abigail R. Mohr
Printed Name of Attorney-in-Fact Officer

Employers Mutual Casualty Company
Company Name

P. O. Box 712
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-345-2689
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.



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

ABIGAIL R. MOHR

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
 Number OEL Construction Services,
 Inc.
 S025789

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

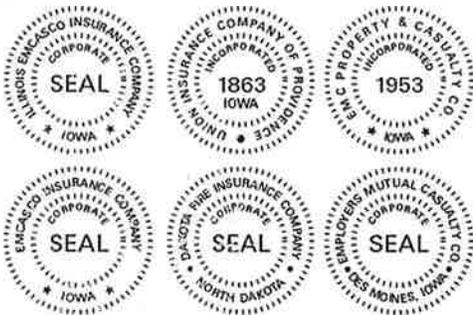
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of August, 2021.

J D Clough
 Vice President

**FORM OF PROPOSAL
2021 CDBG SIDEWALK INFILL PROJECT
PROJECT NO. SW-000-3248
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that OEL Construction Services, Inc. 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 2021 CDBG SIDEWALK INFILL 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) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Removal of Sidewalk	S.Y.	46.9		
2	Removal Curb & Gutter, 2.5 ft wide	L.F.	177.8		
3	Sidewalk PCC Class "C", 4 IN	S.Y.	1522		
4	Sidewalk PCC Class "C", 6 IN	S.Y.	135.1		
5	Detectable Warning Panels	S.F.	186		
6	Curb & Gutter, 2.5 ft Wide, PCC Class "C"	L.F.	177.8		
7	Class 10 Excavation, Roadway Waste	C.Y.	571.65		
8	Topsoil, Furnish & Spread	C.Y.	361.3		
9	SOD	S.F.	16,773.8		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
10	Surfacing, 1-Inch Roadstone	TONS	24		
11	Intake, Sediment Filter	L.F.	58		
12	Unstable Material, Over Excavation	C.Y.	20		
13	Concrete Stairs, Type A	S.F.	24.7		
14	Clearing and Grubbing	UNITS	290		
15	Traffic Control	L.S.	1.0		

Bid Total: \$ _____

USE QUESTCDN ELECTRONIC BID WORKSHEET TO SUBMIT UNIT PRICES

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

Bid Security in the sum of 10% in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date July 22, 2021

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder
OEL Construction Services, Inc.

1306 River Road S, Steamboat Rock, IA 50672

Official Address

Jennifer Ingledue Jennifer Ingledue

By
President

Title

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: August 6th, 2021

SUBJECT: 2021 Permeable Alley Project
Project No. ST-000-3252
Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Benton's Sand and Gravel for the construction of the 2021 Permeable Alley Project.

The Department of Public Works recommends approving and executing the contract with Benton's Sand and Gravel for the construction of the 2021 Permeable Alley Project. This project involves the construction of one (1) permeable alley and one regular concrete alley. The purpose of these permeable alleys is to infiltrate storm water runoff with the goal of improving the water quality in Dry Run Creek.

If you have any questions or comments feel free to contact me.

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Mr. James D. Snodgrass of Benton's Sand & Gravel, Inc., hereinafter called the Contractor.

WITNESSETH:

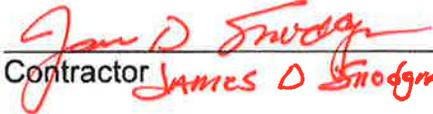
The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2021 PERMEABLE ALLEY PROJECT, Project No. ST-000-3252 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 6th day of July 2021, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. ST-000-3252 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.


Contractor James D Snodgrass

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. S025723

KNOW ALL BY THESE PRESENTS:

That we, Benton's Sand & Gravel Inc, as Principal (hereinafter the "Contractor" or "Principal" and Employers Mutual Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Two Thousand Nine Hundred Fifteen Dollars & 60/100 (\$ 102,915.60), 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 _____, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2021 Permeable Alley Project
Paving / Pavers / Storm Sewer
Project ST-000-3252**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. ST-000-3252

Witness our hands, in triplicate, this 4 day of August, 2021.

Surety Countersigned By:

Jill Shaffer
Signature of Agent

Jill Shaffer
Printed Name of Agent

LMC Insurance & Risk Management
Company Name

4200 University Avenue #200
Company Address

West Des Moines, IA 50266
City, State, Zip Code

515-244-0166
Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Benton's Sand & Gravel Inc
Contractor

By: Jan D. Frouge
Signature
V.P.
Title

SURETY:

Employers Mutual Casualty Company
Surety Company

By: Jill Shaffer
Signature Attorney-in-Fact Officer

Jill Shaffer
Printed Name of Attorney-in-Fact Officer

Employers Mutual Casualty Company
Company Name

PO Box 712
Company Address

Des Moines, IA 50306
City, State, Zip Code

515-280-2511
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.



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

JILL SHAFFER

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Benton's Sand & Gravel Inc
 905 Center Street
 S025723 Cedar Falls, IA 50613

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

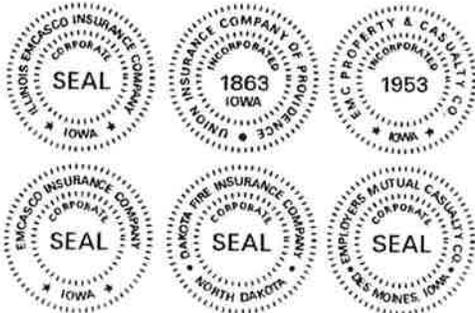
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

J D Clough
 Vice President

**FORM OF PROPOSAL
2021 PERMEABLE ALLEY PROJECT
PROJECT NO. ST-000-3252
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that James D. Snodgrass 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 2021 PERMEABLE ALLEY 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 NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
1	TOPSOIL, FURNISH & SPREAD	C.Y.	12	50.00	600.00
2	EXCAVATION, CLASS 10, ROADWAY WASTE	C.Y.	239	20.00	4780.00
3	MODIFIED SUBBASE, 12"	S.Y.	180	10.00	1800.00
4	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	2	550.00	1100.00
5	VALVE EXTENSION	EACH	1	175.00	175.00
6	7" CURB & GUTTER, P.C.C., 2.5' WIDE	L.F.	51	80.00	4080.00
7	7" CURB & GUTTER, P.C.C., 5' WIDE	L.F.	30	83.00	2490.00

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICES	EXTENDED PRICES
8	REMOVAL OF DRIVEWAY	S.Y.	79	10.00	790.00
9	REMOVAL OF SIDEWALK	S.Y.	47	10.00	470.00
10	SIDEWALK, 6" P.C.C.	S.Y.	47	143.00	6721.00
11	DRIVEWAY, 6" P.C.C.	S.Y.	125	95.00	11875.00
12	DRIVEWAY, GRANULAR, 1" ROADSTONE	S.Y.	40	8.00	320.00
13	REMOVAL OF CURB & GUTTER	L.F.	81	10.00	810.00
14	ENGINEERING FABRIC	S.Y.	476	5.00	2380.00
15	UNDERDRAIN 6" PLASTIC PERFORATED TYPE S	L.F.	280	10.00	2800.00
16	STORAGE AGGREGATE, 8"	S.Y.	358	15.00	5370.00
17	FILTER AGGREGATE, 4"	S.Y.	358	8.00	2864.00
18	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	S.F.	1040	12.49	12989.60
19	6", P.C.C. PAVEMENT	S.Y.	180	50.00	9000.00
20	P.C.C. EDGE RETRAINT, 6" CONCRETE SLAB, 4' WIDE	S.Y.	242	63.00	15246.00
21	TRAFFIC CONTROL	L.S.	1	1850.00	1850.00
22	HYDRAULIC SEEDING	S.F.	304	5.00	1520.00
23	WATTLE, STRAW, 9"	L.F.	2	5.00	10.00
24	INLET PROTECTION DEVICE	EACH	2	325.00	650.00
25	INLET PROTECTION DEVICE MAINTENANCE	EACH	2	100.00	200.00
26	MOBILIZATION	L.S.	1	10700.00	10700.00
27	PATCH, HMA(ST) SURFACE, 1/2", PG58-28S	TONS	5	300.00	1500.00
				TOTAL BID	\$103,090.60 \$102,915.60

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one Bidder. Bids shall be submitted for all of the items (Items 1-26). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids. The Owner further reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within forty-five (45) calendar days after the bid opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required Bond within ten (10) calendar days after the Contract is presented to Bidder for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of 10% of Bid Amount in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

The Bidder is prepared to submit a financial and experience statement upon request.

The Bidder has received the following Addendum or Addenda:

Addendum No. None Date
Addendum No. Date

The Bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.C.A., Section 1001.

Name of bidder

Benton's Sand & Gravel, Inc.
905 Center Street, Cedar Falls, IA 50613
Official Address


By
Vice-President
Title

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: August 9th, 2021

SUBJECT: 2021 Public Sidewalk Repair and Infill Project
Project No. SW-000-3266
Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Cobalt Contracting for the construction of the 2021 Public Sidewalk Repair and Infill Project.

The Department of Public Works recommends approving and executing the contract with Cobalt Contracting, LC for the 2021 Public Sidewalk Repair and Infill Project. This project involves the construction of new Portland Cement Concrete (PCC) sidewalks in multiple areas throughout Cedar Falls according to the plans and specifications.

If you have any questions or comments feel free to contact me.

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this 6th day of August, ~~2020~~ ²⁰²¹, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Kevin Fischer of COOPER CONSTRUCTION, LLC, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2021 PUBLIC SIDEWALK REPAIR AND INFILL PROJECT, Project No. SW-000-3266 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 6th day of July, 2021, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. SW-000-3181 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Maintenance Bond
- m. Form of Contract

- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Status Form and Worksheet

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.



Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. GRIA29742B

KNOW ALL BY THESE PRESENTS:

That we, Cobalt Contracting, LC, as Principal (hereinafter the "Contractor" or "Principal" and Granite Re, Inc. as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Fifty-Seven Thousand Eight Hundred Seventy-Six Dollars and 17/100 (\$ 157,876.17), 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 16th day of August, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2021 Public Sidewalk Repair and Infill
Project
PCC Sidewalk
Project SW-000-3266**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. SW-000-3266

Witness our hands, in triplicate, this 16th day of August, 2021.

Surety Countersigned By:

N/A
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Cobalt Contracting, LC
Contractor

By: 
Signature

OWNER
Title

SURETY:

Granite Re, Inc.
Surety Company

By: 
Signature Attorney-in-Fact Officer

Connie Smith, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

J. Ryan Bonding, Inc.
Company Name

P.O. Box 465
Company Address

Hudson, WI 54016
City, State, Zip Code

800-535-0006
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.

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620



Notary Public

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

16 day of Aug, 2021



Kyle P. McDonald, Assistant Secretary

**FORM OF PROPOSAL
2021 PUBLIC SIDEWALK REPAIR AND INFILL PROJECT
PROJECT NO. SW-000-3266
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that RYAN FISCHER 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 2021 PUBLIC SIDEWALK REPAIR AND INFILL 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) years from the date of final acceptance thereof at the following prices, to-wit:

Item No.	Description	Item Quantity and Units	Unit Price	Amount
1	Remove Sidewalk, P.C.C.	398.8 S.Y.	17.70	7058.76
2	Removal of Curb & Gutter, 2.0 Ft. Wide.	55.0 L.F.	14.90	819.50
3	Remove Driveway P.C.C.	43.0 S.Y.	23.30	1001.90
4	Place Sidewalk, P.C.C., Class "C", 4-Inch	1385.0 S.Y.	39.40	54569.00
5	Place Sidewalk/Pedestrian Ramp, P.C.C., Class "C", 6-inch	217.8 S.Y.	50.50	10998.90

	Description	Item Quantity and Units	Unit Price	Amount
6	Place Detectable Warning Panels, Pre-cast	316.0 S.F.	34.50	10902.00
7	Place Curb & Gutter, 2.0 Ft. Wide, P.C.C., Class "C"	55.0 L.F.	38.10	2095.50
8	Place Driveway, P.C.C., Class "C" 6-inch	43.0 S.Y.	44.90	1930.70
9	Excavation, Sidewalk	265.88 C.Y.	22.20	5902.54
10	Topsoil, Furnish and Spread	358.83 C.Y.	79.00	28347.57
11	Seeding, Fertilizing, and Mulching	19,348.0 S.F.	0.50	9674.00
12	Intake Sediment Filter	84.0 L.F.	10.20	856.80
13	Removal of Existing Signal System	1.0 L.S.	2839.00	2839.00
14	Rectangular Rapid Flashing Beacon (RRFB) Installation	1.0 L.S.	18,375.00	18375.00
15	Unstable Material, Over Excavation	50.0 C.Y.	30.70	1535.00
16	Traffic Control	1.0 L.S.	970.00	970.00
		Total Bid		\$157,876.17

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

Bid Security in the sum of 10% OF BID in the form of BID BOND, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. N/A Date _____

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder
31064 SPRING AVE

RYAN FISCHER 

NEW HARTFORD, IA 50660

By
OWNER

Official Address

Title

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: August 6th, 2021

SUBJECT: 2021 Sidewalk Assessment Project
Project No. SW-000-3237
Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Cobalt Contracting for the construction of the 2021 Sidewalk Assessment Project.

The Department of Public Works recommends approving and executing the contract with Cobalt Contracting, LC for the 2021 Sidewalk Assessment Project. This project involves the construction of Portland Cement Concrete (PCC) sidewalk according to the plans and specifications.

If you have any questions or comments feel free to contact me.

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this 6th day of August, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Aron Fischer of COBALT CONSTRUCTION, LLC, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2021 SIDEWALK ASSESSMENT PROJECT, Project No. SW-000-3237 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 6th day of July, 2021 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. SW-000-3164 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Maintenance Bond
- m. Form of Contract

- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Statues Form and Worksheet

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.



Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. GRIA29743B

KNOW ALL BY THESE PRESENTS:

That we, Cobalt Contracting, LC, as Principal (hereinafter the "Contractor" or "Principal" and Granite Re, Inc. _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Fifty-Seven Thousand Seven Hundred Sixty-Six Dollars and 37/100 (\$57,766.37), 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 16th day of August, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2021 Sidewalk Assessment
PCC Sidewalk
Project SW-000-3237**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. SW-000-3237

Witness our hands, in triplicate, this 16th day of August, 2021.

Surety Countersigned By:

N/A
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Cobalt Contracting, LC

Contractor

By:


Signature

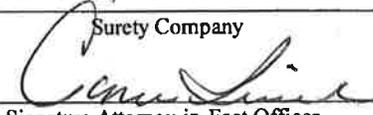
OW NLR
Title

SURETY:

Granite Re, Inc.

Surety Company

By:


Signature Attorney-in-Fact Officer

Connie Smith, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

J. Ryan Bonding, Inc.

Company Name

P.O. Box 465

Company Address

Hudson, WI 54016

City, State, Zip Code

800-535-0006

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.

**FORM OF PROPOSAL
2021 SIDEWALK ASSESSMENT PROJECT
PROJECT NO. SW-000-3237
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that RYAN FISCHER 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 2021 SIDEWALK ASSESSMENT 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) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM NO.	DESCRIPTION	ITEM QUANTITY AND UNITS	UNIT PRICE	AMOUNT
1	REMOVE SIDEWALK, P.C.C.	687.0 S.Y.	24.80	17037.60
2	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	573.5 S.Y.	43.8	25119.30
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	113.4 S.Y.	69.90	7926.66
4	TOPSOIL, FURNISH AND SPREAD	49.9 C.Y.	111.90	5583.81
5	SEEDING, FERTILIZING AND MULCHING	2554.0 S.F.	0.50	1277.00
6	TRAFFIC CONTROL	1.0 L.S.	822.00	822.00

	Total Bid	\$57,766.37
--	------------------	--------------------

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

Bid Security in the sum of 10% OF BID in the form of BID BOND, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date 7/22/21

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder
COBALT CONTRACTING, LC

31064 SPRING AVE, NEW HARTFORD, IA 50660

Official Address



By
RYAN FISCHER, OWNER

Title

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, Principal Engineer, PE

DATE: August 9th, 2021

SUBJECT: Cyber Lane Extension
Project No. RC-268-3245
Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Owen Contracting, Inc for the construction of the Cyber Lane Extension Project.

The Department of Public Works recommends approving and executing the contract with Owen Contracting, Inc. for the construction of the Cyber Lane Extension Project. This project consists of the extension of Cyber Lane from the existing dead end, north to Technology Parkway. Project includes approximately 1700 square yards of 7" thick PCC pavement, 500 linear feet of storm sewer, and 400 square yards of 4" thick PCC sidewalk.

If you have any questions or comments feel free to contact me.

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2021, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Owen Contracting, Inc. of Cedar Falls, IA, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: CYBER LANE EXTENSION, Project No(s). RC-268-3245 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 21st day of June 2021 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No(s). RC-268-3245 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.



Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. 54-239824

KNOW ALL BY THESE PRESENTS:

That we, Owen Contracting, Inc., as Principal (hereinafter the "Contractor" or "Principal" and United Fire & Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two Hundred Ninety Six Thousand Three Hundred Twenty Three and 66/100 Dollars (\$ 296,323.66), 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 _____, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

CYBER LANE EXTENSION Project RC-268-3245

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

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

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

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

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

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

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

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

the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

Project No(s). RC-268-3245

Witness our hands, in triplicate, this _____ day of _____, 2021.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Owen Contracting, Inc.
Contractor

Printed Name of Agent

By: 
Signature
President
Title

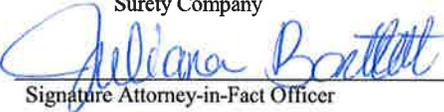
Company Name

SURETY:

Company Address

United Fire & Casualty Company
Surety Company

City, State, Zip Code

By: 
Signature Attorney-in-Fact Officer

Company Telephone Number

Juliana Bartlett, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

LMC Insurance & Risk Management
Company Name

4200 University Ave., Ste. 200
Company Address

FORM APPROVED BY:

Attorney for Owner

West Des Moines, Iowa 50266
City, State, Zip Code

(515) 244-0166
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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Dept
 118 Second
 Cedar Rapids, IA 52401
 Item 24.

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, JEFFREY R. BAKER, JOSEPH I. SCHMIT, JILL SHAFFER, BRANDON HORBACH, COURTNEY GORDON, JULIANA BARTLETT, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS, PAMELA K. MATTISON, KAREN S. HARTSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of March, 2014



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 10th day of March, 2014, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 20 _____.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



OWENC-1

CERTIFICATE OF LIABILITY INSURANCE

DATE **Item 24.**
08/04/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 The Sinnott Agency, Inc. 622 W 4th St., PO Box 1918 Waterloo, IA 50704 Steven Sinnott	319-233-6103		CONTACT NAME: Janan Timmer	
			PHONE (A/C, No, Ext): 319-233-6103	FAX (A/C, No): 319-234-6133
			E-MAIL ADDRESS: Janant@sinnottagency.com	
INSURER(S) AFFORDING COVERAGE				NAIC #
INSURER A: Continental Western Group				10904
INSURER B:				
INSURER C:				
INSURER D:				
INSURER E:				
INSURER F:				

INSURED
OWEN CONTRACTING, INC.
1325 RAIL WAY
CEDAR FALLS, IA 50613

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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 checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CPA3220313-22	04/20/2021	04/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CPA3220313-22	04/20/2021	04/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	CPA3220313-22	04/20/2021	04/20/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IA) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCA3220314-22	04/20/2021	04/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	LEASED/RENTED EQUIPMENT			CPA3220313-22	04/20/2021	04/20/2022	50,000

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

WHEN REQUIRED IN WRITTEN CONTRACT. SEE 2ND PAGE. PROJECT: CYBER LANE EXTENSION PROJECT NO. RC-268-3245

CERTIFICATE HOLDER

CANCELLATION

CITYOCF

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Steven Sinnott

NOTEPAD:HOLDER CODE CITYOCF
INSURED'S NAME OWEN CONTRACTING, INC.OWENC-1
OP ID: JTDate 08/0
Item 24.

WHEN REQUIRED IN WRITTEN CONTRACT & PER REFERENCED FORMS:
CITY OF CEDAR FALLS, INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS,
ALL ITS EMPLOYEES AND VOLUNTEERS, ALL ITS BOARDS, COMMISSIONS AND/OR
AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES, AND VOLUNTEERS, AND ALL
ITS OFFICERS, AGENTS, AND CONSULTANTS, ARE INCLUDED AS ADDITIONAL INSURED
WITH RESPECT TO LIABILITY ARISING OUT OF THE CONTRACTOR'S WORK AND
SERVICES PERFORMED FOR THE JURISDICTION UNDER THE GENERAL LIABILITY POLICY
PER CLCG0059, AUTOMOBILE PER CLCA2093. THIS COVERAGE SHALL BE PRIMARY TO
THE ADDITIONAL INSURED, AND NOT CONTRIBUTING WITH ANY OTHER INSURANCE OR
SIMILAR PROTECTION AVAILABLE TO THE ADDITIONAL INSURED, WHETHER OTHER
AVAILABLE COVERAGE BE PRIMARY, CONTRIBUTING, OR EXCESS PER CLCG0059,
CLCA2093, CG2001, CW1054.
ADDITIONAL INSURED INCLUDING COMPLETED OPERATIONS UNDER THE GENERAL
LIABILITY PER CLCG2079 6/20.
CANCELLATION NOTICE INCLUDED PER CLIL0012.
GOVERNMENTAL IMMUNITY ENDORSEMENT INCLUDED PER CA3358.
WAIVER OF SUBROGATION UNDER GENERAL LIABILITY PER CLCG0059, AUTOMOBILE PER
CLCA2093, WORK COMP PER WC000313, EXCESS PER CU2403.
PROJECT: CYBER LANE EXTENSION, #RC-268-3245

**COMMERCIAL GENERAL LIABILITY
CL CG 00 59 06 20**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Property Damage to Borrowed Equipment and Tools	\$15,000
B.	Construction Project General Aggregate Limit	Included
C.	Limited Job Site Pollution	\$100,000
D.	Contractual Liability - Railroads	Included
E.	Extended Property Damage	\$25,000 Per Occurrence/ Annual Aggregate
F.	Extension of Coverage to Co-Employee	Included

A. PROPERTY DAMAGE TO BORROWED EQUIPMENT AND TOOLS

1. **Section I - Coverages - coverage A Bodily Injury and Property Damage Liability - Paragraph 2.j.** is amended as follows:

Paragraphs 2.j.(3) and 2.j.(4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

2. In regards to coverage provided under A.1. of this endorsement only, **Section III - Limits of Insurance** is deleted and replaced by the following:

The most we will pay in any one "occurrence" for "property damage" to borrowed equipment and tools is the amount shown in the Schedule above. This limit of insurance is the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

3. Deductible

In regards to coverage provided under A.1. of this endorsement only, the following apply:

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of \$250 as applicable to "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations

who sustain damages because of that "occurrence".

b. The terms of this insurance, including those with respect to our right and duty to defend the insured against any "suits" seeking those damages; and your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.

c. 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 we have paid.

B. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Coverage A (Section I)**, and for all medical expenses caused by accidents under **Coverage C (Section I)**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

- a. A Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

- b. The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
- (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- c. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.
- d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A (Section I), and for all medical expenses caused by accidents under Coverage C (Section I), which cannot be attributed only to ongoing operations at a single designated construction project away from premises owned by or rented to the insured:
- a. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any Single Construction Project General Aggregate Limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.
4. If the applicable construction project away from premises owned by or rented to the insured has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. The provisions of Section III - Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.
- C. LIMITED JOB SITE POLLUTION**
1. Exclusion f. under Section I - Coverages - Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:
- This insurance does not apply to:
- f. Pollution**
- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) At or from a storage tank or other container, ducts or piping which is below or partially below the surface of the ground or water or which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" arises at or from any premises, site or location which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

Subparagraph (b) does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement issued or made pursuant to any environmental protection or environmental liability statutes or regulations that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for those sums the insured becomes legally obligated to pay as damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.
2. With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- The "Each Occurrence Limit" shown in the Declarations does not apply.
 - Paragraph 7. Of Section III - Limits of Insurance does not apply.
 - Paragraph 1. of Section III - Limits of Insurance is replaced by the following:
The Limits Of Insurance shown in this endorsement, or in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - Insureds;
 - Claims made or "suits" brought; or
 - Persons or organizations making claims or bringing "suits".
 - The following are added to Section III - Limits of Insurance:
 - Subject to paragraph 2. or 3., whichever applies, the most we will pay for the sum of:
 - Damages under Coverage A; and
 - Medical expenses under Coverage C, if Coverage C - Medical Payments is not otherwise excluded from this

policy and subject to the Medical Expense Limit shown in the policy;

because of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" is \$100,000.

D. CONTRACTUAL LIABILITY - RAILROADS

For the purposes of the coverage provided under this endorsement, Section V - Definitions is amended as follows:

Definition 9. Insured Contract is amended as follows:

- Paragraph 9.c. is deleted in its entirety and replaced with the following:
Any easement or license agreement;
- Paragraph 9.f.(1) is deleted in its entirety.

E. EXTENDED PROPERTY DAMAGE

The following is added to Section I - Coverages, Coverage A - Bodily Injury and Property Damage Liability:

- We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:
 - Personal property of others while in the care, custody and control of the insured; or
 - That particular part of real property on which you or any contractors or subcontractor working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.
For the purposes of the coverage provided by the Extended Property Damage only, Exclusions j.(4), j.(5) and j.(6) are deleted in their entirety.
- The amount we will pay for damages under the Extended Property Damage coverage is limited to the Per Occurrence and Annual Aggregate limits shown in the Schedule above.
- The insurance provided by the Extended Property Damage coverage does not apply to "property damage" included within the "products-completed operations hazard", the "collapse hazard", the "explosion hazard", or the "underground property damage hazard".
- A deductible of \$500 per claim is applicable to the Extended Property Damage coverage. The deductible does not reduce the limit of insurance.
- For the purposes of the coverage provided under the Extended Property Damage, the following definitions are added to Section V - Definitions:

- a. "Collapse hazard" includes structural property damage and any resulting "property damage" to any property at any time.
- b. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- c. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.
- d. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, and similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

**F. EXTENSION OF COVERAGE TO
CO-EMPLOYEE**

Section II - Who is an Insured, paragraph 2.1.(1) is replaced by the following:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) 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);
 - (b) 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
 - (c) Arising out of his or her providing or failing to provide professional health care services.

**COMMERCIAL AUTO
CL CA 20 93 03 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT – PLATINUM PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGE EXTENSIONS

Paragraph No.	Name Of Extension	Limit or Included
A.	Additional Insured by Contract Or Agreement Including Primary and Noncontributory Other Insurance Condition	Included
B.	Airbags - Extended Coverage	Included
C.	Telematics & GPS Equipment Coverage	\$2,500
D.	Electronic Equipment – Increased Coverage	\$2,500
E.	Auto Loan/Lease Gap Coverage	Unlimited
F.	Autos Rented by Employees	Included
G.	Bail Bonds - Extended Coverage	\$5,000
H.	Broad Form Named Insured Including Newly Acquired or Formed Organizations	Included
I.	Custom Signs & Decorations	Included
J.	Employees as Insureds	Included
K.	Family Emergency Travel Reimbursement	\$2,500
L.	Fellow Employee Coverage	Included
M.	Fire Extinguisher Recharge	Included
N.	Glass Repair – No Deductible	Included
O.	Hired Auto Physical Damage and Increased Loss of Use Expenses Loss of use (Per Day / Maximum)	\$100,000 \$500 / \$3,500
P.	Hybrid Auto Payment Coverage (per auto / per loss)	\$2,500/ \$5,000
Q.	Knowledge Of An Accident, Claim, Suit Or Loss	Included
R.	Limited Worldwide Hired & Non Owned Auto Coverage	Included
S.	Loss Of Earnings - Extended Coverage	\$1,000
T.	New Vehicle Replacement Cost	Included
U.	Rental Reimbursement Coverage	
	Maximum Rental Expenses Per Day	\$75
	Maximum Rental Expenses Because Of Loss To Any One Covered "Auto"	\$3,375
	Maximum Rental Expenses Because Of Loss To All Covered "Autos" In Any One Policy Period	\$15,000

V.	Personal Effects Coverage	\$500
W.	Resultant Mental Anguish	Included
X.	Towing And Labor Coverage Extension Private Passenger Type Other than Private Passenger Type	\$200 \$250
Y.	Transportation Expenses - Coverage Extension (Per Day / Maximum)	\$75 / \$2,500
Z.	Unintentional Failure To Disclose Hazards	Included
AA.	Waiver Of Collision Deductible – Attached Autos	Included
BB.	Waiver Of Subrogation By Contract Or Agreement	Included

A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION

The following is added to Paragraph A.1. Who Is An Insured of Section II – Covered Autos Liability Coverage:

When you have agreed in a written contract or agreement to include a person or organization as an additional insured, such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional insured only to the extent such person or organization is liable for "bodily injury" or "property damage" because of the conduct of an "insured" under Paragraphs a. or b. under Paragraph A.1. Who Is An Insured of Section II – Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident".
3. The insurance afforded to any such additional insured does not apply to any "accident" beyond the period of time required by the written contract or agreement described above.
4. The most we will pay on behalf of such additional insured(s) is the lesser of:
 - a. The Limits of Insurance specified in the written contract or agreement described above; or
 - b. The Limits of Insurance shown in the Declarations.

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part.

5. The following changes are made to Paragraph 5. Other Insurance of B. General Conditions under Section IV – Business Auto Conditions:

- a. The following is added to Paragraph 5.a.:

If required by the written contract or agreement described above, the insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

- b. Paragraph 5.c. is deleted in its entirety.

6. Paragraph A.1.c. under Section II - Covered Autos Liability Coverage is deleted in its entirety.

7. The definition of "insured contract" under Section V – Definitions is amended to add the following:

An "insured contract" does not include that part of any contract or agreement: That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

B. AIRBAGS- EXTENDED COVERAGE

Section III – Physical Damage Coverage, Paragraph B.3.a. does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

C. TELEMATICS & GPS EQUIPMENT COVERAGE

Physical Damage Coverage is amended as follows:

1. In Section III – Physical Damage Coverage, Paragraphs B.4.c. and B.4.d. do not apply to:

- a. Global positioning systems; or
- b. "Telematics devices";

which are not:

- (1) Permanently installed in or upon the covered "auto";
 - (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
 - (3) An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or;
 - (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.
2. In the event of a "loss" to a covered "auto", the most we will pay for "loss" to global positioning systems and "telematics devices" in any one covered "auto" is the lesser of:
 - a. The actual cash value of the damaged or stolen property at the time of loss;
 - b. The cost of repairing or replacing damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500
 3. For each covered "loss", a deductible of \$100 shall apply.

"Telematics Devices" include devices that are not installed by the vehicle manufacturer and that are designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes global positioning systems and wireless safety communication devices.

Cellular, mobile and smart phones are not considered global positioning systems or "telematics devices" for purposes of this coverage provision.

D. ELECTRONIC EQUIPMENT – INCREASED COVERAGE

The \$1,000 limit indicated in Paragraph C.1.b. under Section III – Physical Damage Coverage is increased to \$2,500.

E. AUTO LOAN/LEASE GAP COVERAGE

The following is added to Section III – Physical Damage Coverage, Paragraph C.:

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

The amount paid under the Physical Damage Coverage section of the policy; and any:

1. Overdue lease/loan payments at the time of the "loss";
2. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
3. Security deposits not returned by the lessor;
4. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
5. Carry-over balances from previous loans or leases.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

F. AUTOS RENTED BY EMPLOYEES

The following is added to Section II – Covered Autos Liability Coverage, Paragraph A.1.:

The following is added to the Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business

G. BAIL BONDS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph A.2.a.(2) is deleted and replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

H. BROAD FORM NAMED INSURED INCLUDING NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to sub paragraph A1. Who Is An Insured of Section II – Covered Autos Liability Coverage:

For any covered "auto";

Any organization, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest of more than 50 percent on the effective date of this endorsement and for which you are obligated prior to the loss to provide insurance, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance.

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage under this provision does not apply to "bodily injury", "property damage", expense or "loss" that occurred before you acquired or formed the organization.
3. 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.

I. CUSTOM SIGNS & DECORATIONS

Physical Damage coverage on a covered "auto" extends to "loss" to custom signs and decorations including custom murals, paintings or other decals or graphics.

Our limit of liability for each "loss" to custom signs and decorations shall be the least of:

- (1) Actual cash value of the stolen or damaged property; or
- (2) Amount necessary to repair or replace the property;

This coverage does not apply to Hired Auto Physical Damage Coverage.

J. EMPLOYEES AS INSUREDS

Section II- Covered Autos Liability Coverage, Paragraph A.1.b.(2) is deleted and replaced by the following:

- (2) Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

However, the insurance provided by this provision, I. EMPLOYEES AS INSUREDS, does not apply if separate Employee as Insured coverage (or any similar or equivalent coverage) has been provided by a separate endorsement issued by us and made a part of this policy or coverage part.

K. FAMILY EMERGENCY TRAVEL REIMBURSEMENT

SECTION II - LIABILITY COVERAGE, A. 2. Coverage Extensions is amended to include the following:

In addition to the Limit of Insurance, we will pay reasonable "travel reimbursement expenses" incurred by a "family member" or "designated representatives", of an "insured" or passenger for travel to visit that "insured" or passenger who was injured in an "accident" involving a covered "auto", subject to the following conditions:

1. Regardless of the number of traveling "family members" or "designated representatives", injured "insureds" or passengers, claims made or vehicles involved in the "accident", the most we will pay for all "travel reimbursement expenses" resulting from any one "accident" is \$ 2,500.
2. Travel must be to visit the injured party at the hospital to which such "insured" has been admitted and has received medical or surgical treatment for a period of 72 hours or more from the time of first admittance to such hospital, or in the event of death, to the location necessary to handle the immediate affairs of the deceased.
3. Subject to the \$2,500 per accident limit, the most we will pay for the combined total of expenses for room accommodations, meals, and parking for each "family member" or "designated representatives" is \$200 per day.
4. We will reimburse ground transportation using a personal vehicle at a rate of 40 cents

per mile for the actual miles driven.

5. All "travel reimbursement expenses" must be supported by written receipts submitted to us no later than 120 days from the date such "travel reimbursement expenses" were incurred.

"Travel reimbursement expenses" include reasonable ground, rail, or air (coach class) transportation, room accommodations, meals, and parking expenses only.

"Designated representative" is an individual identified by the "insured" as a close personal friend or as having decision making authority pertaining to the insured's care in the event of incapacity or death.

"Family member" means a person related to the injured "insured" by blood, marriage, state-recognized civil union, or adoption, including a ward or foster child.

L. FELLOW EMPLOYEE COVERAGE

Exclusion B. 5. of Section II - Covered Autos Liability Coverage is deleted and replaced with the following:

5. Fellow Employee

- a. "Bodily injury" to any fellow "employee" of an "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

However, this exclusion does not apply to liability incurred by your "employees" that are "executive officers".

No "employee" is an "insured" for "bodily injury" to a co-employee if such co-employee's exclusive remedy is provided under a workers compensation law or any similar law.

For the purpose of Fellow Employee Coverage only, paragraph B.5. of Business Auto Conditions is changed as follows:

This **FELLOW EMPLOYEE COVERAGE** is excess over any other collectible insurance.

As used in this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

M. FIRE EXTINGUISHER RECHARGE

The following is added to Paragraph A.4. Coverage Extensions of Section III - Physical Damage Coverage:

When fire extinguishers are kept in your covered "auto" and are discharged in an attempt to extinguish a fire, we will pay the lesser of the actual cost of recharging or replacing such fire extinguisher(s).

No deductible applies to this coverage.

N. GLASS REPAIR - NO DEDUCTIBLE

Section III - Physical Damage Coverage, Paragraph D. is deleted and replaced by the following:

D. DEDUCTIBLE

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

1. "Loss" caused by fire or lightning; or
2. "Loss" when you elect to patch or repair glass rather than replace.

O. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND INCREASED LOSS OF USE EXPENSES

Section III - Physical Damage Coverage, A. 4 Coverage Extensions is amended to include the following:

If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you lease, hire, rent or borrow without a driver, subject to the following provisions:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of \$100,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:
 - a. The deductible shall be equal to the

amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.

b. No deductible will apply to "loss" caused by fire or lightning.

3. Coverage provided under this extension will be excess over any other collectible insurance you have.

Paragraphs 1 through 3 above do not apply if separate Hired Auto Physical Damage is indicated in the declarations.

4. For "autos" you lease, hire, rent or borrow covered under this Hired Auto Physical Damage Coverage extension or under separate coverage provided in the declarations, the limits in subparagraph b. **Loss Of Use Expenses** under paragraph 4. **Coverage Extensions** as found in paragraph A. **Coverage of SECTION III – PHYSICAL DAMAGE COVERAGE**, are increased to \$500 per day, to a maximum of \$3,500.

P. HYBRID AUTO PAYMENT COVERAGE

Section III – Physical Damage Coverage, A. 4 Coverage Extensions is amended to include the following:

1. In the event of a total "loss" to a non-"hybrid auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under the Business Auto Coverage form, then Physical Damage Coverages are amended as follows:
 - a. If a non-"hybrid auto" is replaced with a "hybrid auto" or "electric auto" we will pay an additional 10% of the non-"hybrid auto's" actual cash value or replacement cost, to a maximum of \$2,500, whichever is less;
 - b. The non-"hybrid autos" must be replaced and a copy of a bill of sale or lease agreement must be received by us within 60 calendar days of the date of "loss"; and
 - c. If more than one non-"hybrid auto" is damaged in any one "loss", the most we will pay under this Coverage for any one "loss" is \$5,000.

2. For the purpose of this coverage provision the following Definitions are added:

- a. "Hybrid auto" is defined as an "auto", including a hybrid "electric auto" that is powered by two sources, an internal combustion engine, and an electric motor.
- b. "Electric auto" is an "auto" that is powered by an electric motor instead of an internal combustion engine. The "electric auto" uses energy stored in its rechargeable batteries, which are recharged by common household electricity.

Q. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **Section IV – Business Auto Conditions, Paragraph A.2.:**

Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.

Notice of an "accident" or "loss" to your Workers' Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers' Compensation policy.

R. LIMITED WORLDWIDE HIRED & NON OWNED AUTO COVERAGE

In **Section IV - Business Auto Conditions, Condition B.7.**, paragraph b.(5) is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

S. LOSS OF EARNINGS - EXTENDED COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph A.2.a.(4) is deleted and replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

T. NEW VEHICLE REPLACEMENT COST

The following is added to the Paragraph C. **Limit of Insurance provision of Section III – Physical Damage Coverage:**

In the event of a total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

- a. The cost to replace the covered "auto" with a new "auto" of like make, model and year; or
- b. An amount equal to the original purchase price you paid to acquire the vehicle, including taxes, but excluding any extended warranties and licensing fees.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs. or less gross vehicle weight).

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 180 days before the date of the "loss".

U. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period, beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 2. 45 days.
3. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. The maximum rental expenses indicated below:
 - (1) Not more than \$75 per day;

(2) The maximum rental expenses shown below:

- (a) \$3,375 because of "loss" to any one covered "auto";
- (b) \$15,000 because of all "loss" to all covered "autos" in any one policy period.

4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

V. PERSONAL EFFECTS COVERAGE

The following is added to **Section III – Physical Damage Coverage, Paragraph A.4.:**

Physical Damage Coverage on a covered "auto" is extended to "loss" to your personal property and, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss"; and caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The most we will pay for any one "loss" under this coverage extension is \$500. However, our payment for "loss" to personal property will only be for the account of the owner of the property.

Under this provision personal property does not include and we will not pay for "loss" of:

1. Currency, coins, securities or
2. Property that under federal or state law is
 - a. An illegal controlled substance
 - b. Property in the course of illegal transportation or trade.

No deductible applies to this coverage extension.

W. RESULTANT MENTAL ANGUISH

Section V - Definitions, Paragraph C. is deleted and replaced by the following:

- C. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

X. TOWING AND LABOR COVERAGE EXTENSION

The following is added to **Section III – Physical Damage Coverage, paragraph A.2.:**

1. We will pay up to:
 - a. \$200 for a covered "auto" of the private passenger type or
 - b. \$250 for a covered "auto" that is not of the private passenger type,
 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

Y. TRANSPORTATION EXPENSES - COVERAGE EXTENSION

Paragraph **A.4.a. Transportation Expenses of Section III – Physical Damage Coverage** is amended as follows:

7. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.
8. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

Z. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **Section IV - Business Auto Conditions, Paragraph B.2.:**

If you unintentionally fail to disclose any hazards existing at the inception of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

AA. WAIVER OF COLLISION DEDUCTIBLE – ATTACHED AUTOS

The following is added to paragraph D. under **SECTION III - PHYSICAL DAMAGE COVERAGE** of the Business Auto Coverage Form:

If a "trailer" is connected to an "auto" that is not a "trailer" and both "autos":

1. Are covered "autos" for Collision Coverage that applies to that "accident", and
2. Sustain damage in a single "accident".

we will waive the lowest of the applicable Collision deductibles.

BB. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV - Business Auto Conditions, Paragraph A.5.:**

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under **A. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT INCLUDING PRIMARY AND NONCONTRIBUTORY OTHER INSURANCE CONDITION**, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

**COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**COMMERCIAL LIABILITY UMBRELLA
CW 10 54 U 01 90**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY NUMBER: CPA 3220313 - 22

MANUSCRIPT ENDORSEMENT

This endorsement modifies insurance provided under the following:

- COMMERCIAL PROPERTY COVERAGE PART
- BUSINESSOWNERS
- INLAND MARINE
- CRIME COVERAGE PART
- COMMERCIAL AUTO COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS COMPLETED OPERATIONS LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- COMMERCIAL EXCESS POLICY
- WORKERS' COMPENSATION POLICY

Primary And Noncontributory Coverage Endorsement - Automatic Status When Required By Contract

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA COVERAGE FORM

Solely with respect to the coverage afforded under this insurance to any person or organization which qualifies as an additional insured pursuant to Item 3., paragraph 3. of SECTION II - WHO IS AN INSURED, and Item 5.a. Other Insurance of SECTION IV - CONDITIONS, is deleted and replaced with the following.

5. Other Insurance

a. This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis except that this insurance shall be either primary to, or primary to and noncontributing with, such other insurance if so required by written contract or agreement with the additional insured. This condition does not apply to insurance purchased specifically to apply in excess of this insurance.

**COMMERCIAL GENERAL LIABILITY
CL CG 20 79 06 20**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED WHILE UNDER CONTRACT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Ongoing Operations

1. SECTION II - WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy with respect to your ongoing operations; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph A.1.a. above.

2. With respect to the insurance afforded to the additional insured under Paragraphs A.1.a. and A.1.b. above, the following limitations apply:

- a. If the written contract or written agreement requires you to add that person or organization as an additional insured to your policy with respect to **liability arising out of your ongoing operations**, then such person or organization is an additional insured, but only with respect to **liability arising out of your ongoing operations performed under the written contract or written agreement**.
- b. If the written contract or written agreement does not require you to add that person or organization as an additional insured to your policy with respect to **liability arising out of your ongoing operations**, then such person or organization is an additional insured, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" **caused in whole or in part by your ongoing operations**

performed under the written contract or written agreement.

B. Completed Operations:

1. SECTION II - WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy with respect to "your work" included in the "product-completed operations hazard"; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph B.1.a. above.

2. With respect to the insurance afforded to the additional insured under Paragraphs B.1.a. and B.1.b. above, the following limitations apply:

- a. If the written contract or written agreement requires you to add that person or organization as an additional insured to your policy with respect to **liability arising out of "your work"** and included in the "products-completed operations hazard", then such person or organization is an additional insured, but only with respect to **liability arising out of "your work"** performed under the written contract or written agreement and included in the "products-completed operations hazard".
- b. If the written contract or written agreement does not require you to add that person or organization as an additional insured to your policy with respect to **liability arising out of "your work"** and included in the

"products-completed operations hazard", then such person or organization is an additional insured, but only with respect to "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part by "your work" performed under the written contract or written agreement and included in the "products-completed operations hazard".

C. The coverages provided in Paragraphs A. Ongoing Operations and B. Completed Operations:

1. Do not apply unless the written contract or written agreement has been fully executed by all parties prior to when any "bodily injury", "property damage", or "personal advertising injury" first occurs;
2. Only apply to the extent permitted by law; and
3. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

D. Exclusions

1. With respect to the insurance afforded to the additional insured under Paragraph A. Ongoing Operations, the following exclusion applies:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" 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 site 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 part of the same project.
2. With respect to the insurance afforded to the additional insured under Paragraphs A. Ongoing Operations and B. Completed Operations, the following 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:

- 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 services.

E. With respect to the insurance afforded to the additional insured under Paragraphs A. Ongoing Operations and B. Completed Operations, the following is added to SECTION III - LIMITS OF INSURANCE:

1. The most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the written contract or written agreement; or
 - 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.

F. With respect to the insurance afforded to the additional insured under Paragraphs A. Ongoing Operations and B. Completed Operations, the following is added to Paragraph 4.a. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS and supersedes any provision to the contrary:

1. This insurance is primary to and will not seek contribution from any other insurance available to the additional insured under the policy provided that:
 - a. The additional insured is a Named Insured under such other insurance; and
 - b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other provisions, conditions, and exclusions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL ENTITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Schedule

Municipality:	City of Cedar Falls Inspection Office
Mailing Address:	220 Clay St Cedar Falls, IA 50613
Municipality:	University of Northern Iowa Board of Regents State of Iowa The State of Iowa
Mailing Address:	2601 Campus St Sedar Falls, IA 50614
Municipality:	Hawkeye Community College, the jurisdiction, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents and consultants.
Mailing Address:	1501 E Orange Rd PO Box 8015 Waterloo, IA 50704
Municipality:	Cedar Falls Community School District
Mailing Address:	1002 West 1st St Cedar Falls IA 50613

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following provisions are added to the coverage part listed above:

A. ADDITIONAL INSURED PROVISION

The Municipality shown in the schedule, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds 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 is primary, contributing or excess.

B. 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.

C. CANCELLATION AND MATERIAL CHANGES PROVISION

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium, and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to the address shown in the Schedule. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 13 04 84**

**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

Any person or organization when you and such person or organization have agreed in a written, signed, or executed contract or agreement that such person or organization be added as waiver of subrogation to your policy.

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
04/20/2021

Policy No.
WCA 3220314 22

Endorsement No.

Insured
K Cunningham Construction Co Inc
Insurance Company:
Union Insurance Company

Premium

Countersigned by _____

POLICY NUMBER: CPA 3220313 - 22

COMMERCIAL LIABILITY UMBRELLA
CU 24 03 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE**Name Of Person(s) Or Organization(s):**

Any person or organization when you and such person or organization have agreed in a written, signed, or executed contract or agreement that such person or organization be added as waiver of subrogation to your policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 9. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- CONDOMINIUM DIRECTORS AND OFFICERS LIABILITY
- CRIME AND FIDELITY COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY
- EMPLOYEE BENEFITS LIABILITY
- FARM COVERAGE PART
- FARM UMBRELLA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRINTERS ERRORS AND OMISSIONS LIABILITY
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- PROFESSIONAL LIABILITY
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we cancel this policy, we will give the person or organization shown below the number of days' notice indicated in the Schedule below. Proof of mailing will be sufficient proof of notice.

SCHEDULE

1. Number of days' notice:

- (a) Non-payment of premium: 10 days
- (b) Any reason other than non-payment of premium: 30 days.

2. Name and Address of Person or Organization:

City of Cedar Falls
 220 Clay St
 Cedar Falls, IA 50613

**FORM OF PROPOSAL
CYBER LANE EXTENSION
PROJECT NO. RC-268-3245
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Owen Contracting, Inc. 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 CYBER LANE EXTENSION 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) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Topsoil, On-Site	CY	150	\$ 6.00	\$ 900.00
2	Topsoil, Off-Site	CY	450	\$ 15.00	\$ 6,750.00
3	Excavation, Class 10	CY	362	\$ 6.00	\$ 2,172.00
4	Excavation, Class 10, Unsuitable Materials	CY	68	\$ 6.00	\$ 408.00
5	Excavation, Class 10, Waste	CY	4630	\$ 4.50	\$ 20,835.00
6	Subgrade Preparation	SY	2024	\$ 1.75	\$ 3,542.00
7	Subgrade Treatment, Geogrid, Type 3	SY	202	\$ 2.00	\$ 404.00
8	Subbase, Modified, 12"	SY	2226	\$ 14.00	\$ 31,164.00
9	Trench Foundation	TON	17	\$ 25.00	\$ 425.00

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
10	Replacement of Unsuitable Backfill Material	CY	45	\$ 46.50	\$ 2,092.50
11	Storm Sewer, Trenched, RCP, 15"	LF	105	\$ 48.00	\$ 5,040.00
12	Storm Sewer, Trenched, RCP, 30"	LF	86	\$ 105.00	\$ 9,030.00
13	Storm Sewer, Trenched, HDPE, 15"	LF	88	\$ 83.00	\$ 7,304.00
14	Storm Sewer, Trenched, HDPE, 30"	LF	210	\$ 95.00	\$ 19,950.00
15	Removal of Storm Sewer, RCP, All Sizes and Materials	LF	35	\$ 10.00	\$ 350.00
16	Pipe Aprons, RCP, 30"	EA	1	\$ 1,575.00	\$ 1,575.00
17	Footing for Concrete Pipe Apron, RCP, 30"	EA	1	\$ 1,560.00	\$ 1,560.00
18	Pipe Apron Guard	EA	1	\$ 1,750.00	\$ 1,750.00
19	Subdrain, 6", Corrugated PE, Type S	LF	627	\$ 12.00	\$ 7,524.00
20	Subdrain Cleanout, Type A-2, 6"	EA	3	\$ 450.00	\$ 1,350.00
21	Subdrain Outlets and Connections, CMP, 6"	EA	9	\$ 125.00	\$ 1,125.00
22	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	29	\$ 195.00	\$ 5,655.00
23	Fitting, DI, 12" MJ 45° Bend	EA	3	\$ 675.00	\$ 2,025.00
24	Fire Hydrant Adjustment	EA	1	\$ 750.00	\$ 750.00
25	Intake, SW-507	EA	5	\$ 3,850.00	\$ 19,250.00
26	Intake, SW-508	EA	3	\$ 4,875.00	\$ 14,625.00
27	Pavement, PCC, 7"	SY	1698	\$ 41.85	\$ 71,061.30
28	Sidewalk, PCC, 4"	SY	376	\$ 39.10	\$ 14,701.60
29	Pavement Removal	SY	183.4	\$ 6.00	\$ 1,100.40
30	Temporary Traffic Control	LS	1.00	\$ 2,500.00	\$ 2,500.00
31	Sign Panels	SF	41.36	\$ 26.00	\$ 1,075.36
32	Sign Posts	LF	64	\$ 13.00	\$ 832.00
33	Hydraulic Seeding, Fertilizing, and Mulching, BFM, Type 1 Mix	AC	0.8	\$ 4,250.00	\$ 3,400.00
34	SWPPP Management	LS	1.00	\$ 3,500.00	\$ 3,500.00
35	Filter Sock, 12"	LF	1650	\$ 2.00	\$ 3,300.00
36	Filter Socks, Removal	LF	1650	\$ 0.35	\$ 577.50

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
37	Rip Rap, Class E Revetment	TON	25	\$ 45.00	\$ 1,125.00
38	Stabilized Construction Entrance	TON	50	\$ 20.00	\$ 1,000.00
39	Erosion Control Mulching, Hydromulching, BFM	AC	1.3	\$ 2,150.00	\$ 2,795.00
40	Inlet Protection Device, Surface-Applied	EA	8	\$ 75.00	\$ 600.00
41	Inlet Protection Device, Maintenance	EA	8	\$ 25.00	\$ 200.00
42	Mobilization	LS	1.00	\$ 20,000.00	\$ 20,000.00
43	Concrete Washout	LS	1.00	\$ 1,000.00	\$ 1,000.00

TOTAL BID: \$ 296,323.66

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item, shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of Ten Percent of Bid Amount (10%) in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request. The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date 6/28/21

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder
Owen Contracting, Inc.
1325 Rail Way
Cedar Falls, IA 50613
Official Address


By
President
Title

**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: Kim Manning
DATE: July 22, 2022
SUBJECT: Agreement with Amperage Marketing for FY22 Digital Advertising

Please sign the attached contract to work with Amperage Marketing to promote Cedar Falls via digital advertising.

We intend to spend \$25,000 throughout FY22 to promote the city via Facebook, Instagram, Remarketing and Native Display Advertising. We recently received eight proposals for this project and Amperage was selected due to the quality of their work.

After careful assessment of the City's risk of exposure from the consultant for injuries or accidents, the City's Risk Management Committee determined that insurance levels for this work can be modified to reduce the Umbrella limit from \$3M to \$1M and the Additional Insured and Non-Waiver of Governmental Immunities Endorsement requirement can be waived. This is because no traveling, site visits or community photography will be needed.

Best regards.

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between **AMPERAGE Marketing** ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

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

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

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

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

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized,

approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

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

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

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

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

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

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

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

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

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

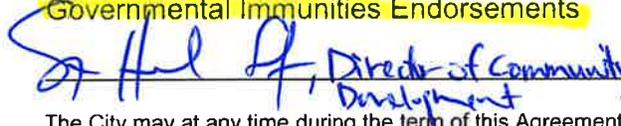
9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

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

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: **Named Additional Insured and Non-Waiver of Governmental Immunities Endorsements**

 (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

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

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

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

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any additional costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

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

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

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

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if

approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information

until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

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:	X Contractor: AMPERAGE Marketing+ Fundraising
Name: <u>Stephanie Hawk Shetz</u>	Name: <u>Bryan K. Earnest</u>
Title: <u>Director of Community Development</u>	Title: <u>President/CEO</u>
Address: <u>220 Clay St.</u>	Address: <u>6711 Chancellor Dr.</u>
<u>Cedar Falls, IA 50613</u>	<u>Cedar Falls, IA 50613</u>
Telephone: <u>(319) 264-5151</u>	Telephone: <u>319-268-9151</u>
Email: <u>Stephanie.Shetz@cedarfalls.com</u>	Email: <u>Bryan@AmperageMarketing.com</u>

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

X CONTRACTOR
(Name of Contractor) Bryan K Earnest

By: _____
Its: President/CEO Date: 7/26/21

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____



Exhibit A

MEDIA ASSETS

From messaging to images and specs, AMPERAGE will develop the right ads to help your campaign come to life. Following are the media assets needed to populate and run your campaign.

Scope of Work

Digital Ad Suite

AMPERAGE will develop a digital ad suite to satisfy the final approved media plan. This includes Google Search ads, Google Responsive Display ads as well as Facebook/Instagram ads.

- » Includes graphic design/art direction
- » Includes copywriting and proofreading services
- » Client conference calls, internal meetings and project coordination as needed
- » Client will supply AMPERAGE with authentic photography for use in the ads. Stock photos are available at \$50 each If needed
- » Up to two sets of client revisions per asset – further revisions will be considered change orders and billed at the customary rate of \$130 per hour

Google Responsive Display ads – 5 sets
 Google Remarketing ads – 1 set
 Facebook/Instagram Dynamic ads – 5 sets

INVESTMENT \$5,800.00

Note: Ad production is estimated. We would need to have further discussions to determine the exact number of ad sets required to support your campaign. We may be able to utilize existing assets, swap out photos to refresh ads and other tactics to reduce the ad development cost. Extra funds would be re-allocated toward media placement.

Cedar Falls Tourism | Annual Campaign | July 1, 2021 - June 30, 2022



Focus	Digital Platform	Placements or Campaign Type	Recommended Ad Types	Ages	M/F	Geographical Placement	Additional Targeting	Flight Dates	Total Investment
High Search Season	Google Ads	Display - to include Google Display Network, YouTube and Native Advertising	Responsive Display Image (& Video possibly repurposed) Ads. Five sets for Display: girl's weekend, UNI events, Gallagher events, Trails, local events. Each ad set pointing to the corresponding webpage.	35-54	Females	150-mile radius of Cedar Falls, but excluding Cedar Falls and a 30-mile radius of Cedar Falls	Targeting audiences specifically around tourism (in-market audiences) – travelers, family vacationers, travel buffs.	5 months: April-August	\$3,000.00
High Search Season	Facebook / Instagram	Facebook / Instagram	Dynamic Image & Video (possibly repurposed) and Ads Carousel. Five sets for Display: girl's weekend, UNI events, Gallagher events, Trails, local events. Each ad set pointing to the corresponding webpage.	35-54	Females	150-mile radius of Cedar Falls, but excluding Cedar Falls and a 30-mile radius of Cedar Falls	Targeting audiences specifically around tourism (in-market audiences) – travelers, family vacationers, travel buffs, hiking, college sports: Utilizing Target Expansion to help improve campaign performance by allowing the Facebook system to reach a broader set of people than defined in the detailed targeting section.	5 months: April-August	\$4,800.00
High Search Season	Google Ads	Remarketing	Responsive Display Remarketing Ads - one set for remarketing	35-54	Females	150-mile radius of Cedar Falls, but excluding Cedar Falls and a 30-mile radius of Cedar Falls	Create remarketing audiences based on visitors to your website, either driven by digital ads or organic visits. Create remarketing audiences based on email or street addresses gathered from requesting a visitor's guide, newsletter or contact us. <i>Privacy policies and other data gathering guidelines are followed and in place.</i>	5 months: April-August	\$3,000.00
Low Search Season	Google Ads	Display - to include Google Display Network, YouTube and Native Advertising	Responsive Display Image (& Video possibly repurposed) Ads. Five sets for Display: girl's weekend, UNI events, Gallagher events, Trails, local events. Each ad set pointing to the corresponding webpage.	35-54	Females	150-mile radius of Cedar Falls, but excluding Cedar Falls and a 30-mile radius of Cedar Falls	Targeting audiences specifically around tourism (in-market audiences) – travelers, family vacationers, travel buffs.	7 months: September-March	\$3,000.00
Low Search Season	Facebook / Instagram	Facebook / Instagram	Dynamic Image & Video (possibly repurposed) and Ads Carousel. Five sets for Display: girl's weekend, UNI events, Gallagher events, Trails, local events. Each ad set pointing to the corresponding webpage.	35-54	Females	150-mile radius of Cedar Falls, but excluding Cedar Falls and a 30-mile radius of Cedar Falls	Targeting audiences specifically around tourism (in-market audiences) – travelers, family vacationers, travel buffs.	7 months: September-March	\$3,000.00
Low Search Season	Google Ads	Remarketing	Responsive Display Remarketing Ads - one set for remarketing	35-54	Females	150-mile radius of Cedar Falls, but excluding Cedar Falls and a 30-mile radius of Cedar Falls	Create remarketing audiences based on visitors to your website, either driven by digital ads or organic visits. Create remarketing audiences based on email or street addresses gathered from requesting a visitor's guide, newsletter or contact us. <i>Privacy policies and other data gathering guidelines are followed and in place.</i>	7 months: September-March	\$2,400.00

Total Investment
\$19,200.00

MEDIA PROPOSAL_

CEDAR FALLS TOURISM

2.26.2021

AMPERAGE is excited to work with Cedar Falls Tourism. Thank you for the opportunity to move the needle with you. By signing below, you agree to the terms of this agreement including all listed in the scope of work sections titled "Scope of Work."

PROJECT COMPONENTS

» Digital Ad Placement	\$19,200.00
» Digital Media Asset Production	\$ 5,800.00
TOTAL INVESTMENT	\$25,000.00

AMPERAGE's media buying and planning compensation is commission-based. This commission covers all media-related functions; there are no other fees or hourly rates involved. Media is billed monthly, in advance. An initial installment of one-half of the total investment will initiate production project(s). The investment does not include out-of-pocket expenses such as sales tax, printing, custom photography, media dubs, etc. The investment does include electronic output, web-friendly video files and stock images where indicated.

Target deadlines and timelines will be determined upon receipt of the signed quote. The quote is subject to revision and may include a 10% contingency fee if the scope of work is changed at the client's request. Quote is valid for 60 days. AMPERAGE reserves the right to bill for work in progress. Upon completion of the job, the remainder of the cost then outstanding will be billed.

Client approval to proceed with project:

Signature Date

I give AMPERAGE permission to use our final, approved and published work in its marketing materials. _____(yes or no)





NEXT STEPS_

Thank you for reviewing this proposal and considering AMPERAGE for your digital media planning and buying needs.

It's important that Cedar Falls Tourism looks and sounds compelling and inviting — a place your audience will respond to for the right reasons. A professionally planned, placed and managed media campaign with AMPERAGE ensures you're sending the right message to the right audience in a way that best suits their viewing habits and preferences.

If you have any questions about this proposal, our work or our team, do not hesitate to contact me. I'm here to support you every step of the way.

**LET'S POWER UP TO ELECTRIFY YOUR AUDIENCE.
LET'S MOVE THE NEEDLE TOGETHER!**

Sincerely,
Robin Frost, Account Manager

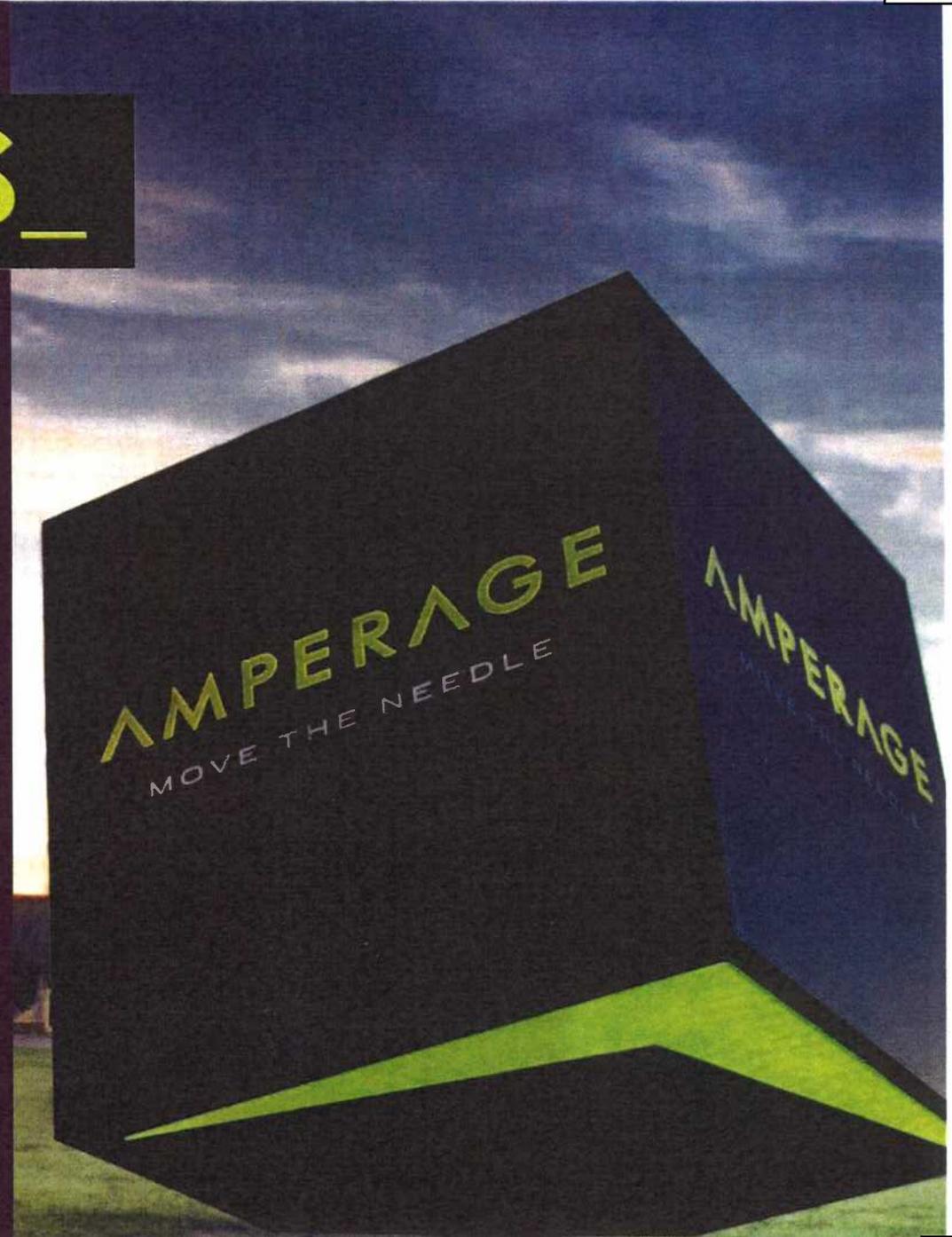


Exhibit C

**AMPERAGE Marketing FY22 Digital Advertising
Cedar Falls, Iowa
City Project Number _____**

08-24-2020

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as 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 with companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Attachment 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Attachment 1. Such Certificate shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Attachment 1
 - c) Governmental Immunities Endorsement – See Attachment 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment under this contract.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this contract, and at City's option, shall allow City to terminate this contract for cause and/or purchase said insurance at contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits, or greater if required by law or other legal agreement; as per Attachment 1:

- This coverage shall be written on an occurrence, not claims made form, except for errors and omissions coverage, if required, which shall be written on a 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 review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the services called for in this contract to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to the form in Attachment 1.
- Additional Insured Requirement – See Attachment 1.
The City of Cedar Falls, and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

9. Errors and Omissions: If the Contractor's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous errors and omissions coverage for a period commencing no later than the date of this contract, and continuing for a period of no less than two (2) years from the date of completion of all work completed or services performed under this contract, and acceptance of same by the City. The limit of liability under such coverage shall not be less than \$1,000,000 per claim and in the aggregate.

10. 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.

11. Limits: By requiring the insurance as set forth in this contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under this contract. The City retains the right at any time to require liability insurance greater or lesser than that otherwise specified in this Exhibit and Attachment 1. If greater or lesser liability insurance limits are required, the same shall be stated on the attached General Terms and Conditions document.

12. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The nature and extent of any such required bond(s) shall be included in the request for bids or proposals. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to this contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out

of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

AMPERAGE Marketing FY22 Digital Advertising
 Cedar Falls, Iowa
 City Project No. _____

ATTACHMENT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

AMPERAGE Marketing FY22 Digital Advertising
Cedar Falls, Iowa
City Project No. _____

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

CG 25 03 03 97

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

Copyright, Insurance Services Office, Inc., 1996

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.



CERTIFICATE OF LIABILITY INSURANCE

DATE: 8/ Item 25.

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

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

PRODUCER PDCM Insurance P.O. Box 2597 Waterloo IA 50704	CONTACT NAME: Lynette Sugden PHONE (A/C. No. Ext): 319-234-8888 E-MAIL ADDRESS: lsugden@pdc.com	FAX (A/C. No.): 319-234-7702	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Amperage LLC 6711 Chancellor Dr Cedar Falls IA 50613	INSURER A : Chubb Group of Ins Co		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1880170333 **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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	36015823	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Y	73583656	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79818662	4/1/2021	4/1/2022	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	71750756	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Errors & Omissions			82402658	4/1/2021	4/1/2022	Errors & Omissions 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 When required in a written contract, Waiver of subrogation is provided under the General Liability and Auto Policy, in favor of City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Carrier will endeavor to provide 30 day notice of cancellation. Waiver of subrogation is provided in favor of City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers, under the workers compensation policy.

CERTIFICATE HOLDER

CANCELLATION

City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM Administration Division

TO: Mayor Green and City Council

FROM: Stephanie Houk Sheetz, AICP, Director of Community Development

DATE: August 6, 2021

SUBJECT: Community Development Block Grant - Grant Administration and Technical Services
 Federal Fiscal Year 2021 (City FY2022)
 Project Number BL-000-CD

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds. In Federal Fiscal Year 2021, funding for the entitlement CDBG program is \$274,792. The City has contracted with INRCOG to help with administration and technical services related to projects eligible for CDBG and HOME funds since February 2018. INRCOG's support helps the City maintain these programs, without adding staff.

The City recently adopted the Federal Fiscal Year 2021 Annual Action Plan to include the following activities:

Activity	FFY21 AAP
Maintain Existing Affordable Housing: Owner Occupied Rehabilitation	\$36,785
Maintain Existing Affordable Housing: Renter Occupied Rehabilitation	\$25,000
Prevent Homelessness Through Agency and Organizational Support (Service Agencies – capped at 15% of annual allocation)	\$40,620
Neighborhood Infrastructure Improvements (i.e. Street, Sewer, Water)	\$250,000
Neighborhood Accessibility Improvements (i.e Sidewalks, Trail, Curb Cuts)	\$58,602
CDBG Planning and Administration (capped at 20% of annual allocation)	\$54,160
FFY21 Total (including carryover/reallocation)	\$465,167

INRCOG's proposed services include CDBG general administration (preparing plans, reports, and monitoring service agencies), technical support for housing rehabilitation

projects, as well as technical support for the Neighborhood Infrastructure Improvements (sewer lining) and the Sidewalk Replacement Project covering federal requirements for construction management and Davis-Bacon wages verification. The total cost for services outlined in the attached contract is \$64,500.

Staff recommends continuing services with INRCOG in FFY21 (City FY22). Attached is the proposed agreement with all required attachments.

This proposal meets Organizational Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner and Organizational Goal #4: Equitably allocate the community's resources in a manner which cost effectively accomplishes the City's mission.

Please contact me with any questions. Thank you.

Xc: Karen Howard, Planning & Community Services Manager

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 SERVICE/PRODUCT AGREEMENT

Community Development Block Grant (CDBG) Funding Project Delivery under Federal Fiscal
 Year 2021 in Cedar Falls, Iowa

City Project Number: BL-000-CD

This Agreement is by and between Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, IA ("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 "A". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A" which will not exceed \$64,500 for projects delivery costs for CDBG funds,

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 at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights. CLIENT shall have the right to use such instruments of service solely for the purpose of the benefiting the CDBG Entitlement Program

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

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

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

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

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

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

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

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

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

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

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

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

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

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

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "B" unless this insurance requirement is waived by the City in this Section.

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

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

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

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

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any additional costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If

designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

24.1 The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of three pages are incorporated into this Agreement by the Client and attached as Exhibit C.

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: Stephanie Houk Sheetz, AICP

Name: Brian Schoon, AICP

Title: Director of Community Development

Title: Director of Development

Address: 220 Clay St, Cedar Falls, IA

Address: 229 East Park Avenue, Waterloo, IA 50703

Telephone: (319) 268-5151

Telephone: (319) 235-0311 Ext. 138

Email: Stephanie.Sheetz@cedarfalls.com

Email: bschoon@inrcog.org

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

CONTRACTOR

INRCOG; Kevin Blanshan, Executive Director of INRCOG _____

By: Kevin Blanshan _____

Its: Executive Director _____

Date: 8-4-21 _____

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit A

Community Development Block Grant (CDBG) Funding: Project Delivery Federal Fiscal Year 2021 Projects in Cedar Falls, Iowa City Project Number BL-000-CD

SCOPE OF WORK CDBG GRANT PROJECT DELIVERY FOR FFY 2021 CDBG PROJECTS CITY OF CEDAR FALLS, IOWA

Overview

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to complete project delivery to meet the requirements related to the Community Development Block Grant (CDBG) under which the City of Cedar Falls plans to utilize funds to support service agencies; repair and rehabilitate housing units, both owner occupied and renter occupied; as well as complete infrastructure and/or public access projects.

Qualifications

Housing Rehabilitation and CDBG Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family,

Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging; Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG has extensive housing rehabilitation and repair experience under the Iowa Economic Development Authority's (IEDA) Housing Rehabilitation and Iowa Finance Authority's (IFA) Local Housing Trust Fund programs. IEDA's program is funded through the CDBG program, as administered by the US Department of Housing and Urban Development, and the IFA program is funded through the State Housing Trust Fund. We also have a familiarity with the HOME Investment Partnership Program as administered by the US Department of Housing and Development. INRCOG has administered housing trust fund grants for the Iowa Northland Regional Housing Council since 2003 and since 2014 for the Waterloo Housing Trust Fund. Through the trust funds, our staff has developed and administered annual homeowner repair programs that serve approximately ten individual households per year. In addition to administering the individual home improvement programs, INRCOG has managed numerous housing acquisition programs, as funded by the Hazard Mitigation Grant and CDBG Programs, following disasters in 1993, 1999, 2000, 2008, and 2016.

Our staff writes the grants for these programs for our member local governments and we perform all administrative tasks relative to construction, finance, and professional service functions associated with the programs. We have completed all IEDA basic and updated trainings associated with administering CDBG funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, historical preservation review and approval, Section 3 (hiring practices) compliance, fair housing standards, lead-based paint testing and certification, radon testing, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing IEDA monitoring reviews, conflict mediation, financial management, and closeout processes associated with CDBG projects.

Primary INRCOG Staff Members

The primary contacts for this proposal and program are

- o Brian Schoon, Director of Development (bschoon@inrcog.org);
- o Cindy Knox, Housing Planner II (cknox@inrcog.org);
- o Rose Phillips, Housing Planner II (rphillips@inrcog.org).

Brian Schoon has been employed by INRCOG since September 1991 and is currently serving as the Director of Development. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG's housing, planning, and economic development efforts, including numerous CDBG projects funded by the Iowa Economic Development Authority (IEDA). Schoon also oversees the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffs the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning services to the City, including updating the Consolidated and Annual Action Plans related to its current HUD CDBG Entitlement Program. Schoon has a Bachelors' degree in Landscape Design from South Dakota State University and a Masters' degree in Community and Regional Planning from Iowa State University.

Cindy Knox has worked as a housing program specialist for INRCOG for 13 years. Knox has administered nearly two dozen CDBG housing rehab programs, as well as other housing programs awarded to our member communities from the US Department of Agriculture, Federal Home Loan Bank, and Iowa Finance Authority. She has managed homebuyer and down-payment assistance programs; housing inspection programs; and emergency and rural repair programs for our regional Housing Council. Knox is a Certified Lead-Based Paint Sampling Technician and has knowledge of Iowa Minimum Housing and Housing Quality Standards. Knox has a Bachelor's degree in Design and the Human Environment from the University of Northern Iowa.

Rose Phillips has been with INRCOG since early 2017 and is responsible for managing CDBG housing rehabilitation programs for our member communities. She also develops housing needs assessments and manages post-disaster housing acquisition programs for our member local governments. Phillips has a Bachelors' degree in Environmental Studies from Mount Holyoke College and a Masters' degree in Urban and Regional Planning from the University of Iowa.

Description of Technical Services, Grant Administration, and Organizational Capacity

INRCOG, through its existing staff, will complete project delivery to meet CDBG requirements to expend the annual allocation of FFY 2021 funds.

INRCOG will present any necessary approvals or reports to City staff. Further, as HUD's subrecipient, the City will be responsible for obtaining HUD reimbursement for all expenses under this proposal with INRCOG assisting with obtaining said reimbursements. Likewise, INRCOG will assist the City with any necessary HUD or CDBG reports, as requested.

Budget

INRCOG is prepared to offer the project delivery services for a not-to-exceed price for each unit or task completed during the City fiscal year, as outlined below. Said project delivery expenses will be billed on an hourly basis, using rates that will be defined in the contract between the City and INRCOG.

- **General Administration-Environmental Review and Release of Funds**
 - INRCOG: \$3,000 (Program Administrative Cost-PAC)
- **Agency Awards Program (to City-Determined Agencies)**
 - Approximately Six (6) Agencies (Includes all Administration Procurement, Monitoring, and Award expenses)
 - INRCOG Expense: \$7,000 (Activity Delivery Cost-ADC)
- **Single-Family Rehabilitation and Repair**
 - General and Technical Services
 - INRCOG Expense: \$11,000 (ADC)

- **Rental Rehabilitation and Repair**
 - General and Technical Services
 - INRCOG Expense: \$11,000 (ADC)
- **Neighborhood Infrastructure (Sewer Lining)**
 - Spec book, Bidding, Davis-Bacon, Payroll Management, Contractor clearances
 - INRCOG Expense: \$15,000 (ADC)
- **Neighborhood Access (Sidewalks)**
 - Spec book, Bidding, Davis-Bacon, Payroll Management, Contractor clearances
 - INRCOG Expense: \$10,000 (ADC)
- **Reports and Plans**
 - 2022 Action Plan; CAPER; Davis-Bacon; Section 3
 - INRCOG Expense: \$7,500 (PAC)

If accepted by the City, INRCOG is willing to negotiate a contract utilizing the City's standard agreement. INRCOG currently meets the City's insurance requirements and has attached a certificate as evidence.

As with prior contracts, INRCOG will provide monthly invoices to the City for services provided by our staff. Services covered by the agreement will be assigned an individual, unique program number through which expenses will be tracked and monitored within INRCOG's monthly financial reports and annual independent audit. INRCOG shall make all financial records available to the City upon request.

Time of Performance

Work under this proposal would begin upon execution of an agreement and completion would be no later than June 30th, 2022. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

Project Review

At least annually, but not later than May 1st, 2022 during the contract timeframe, the City and INRCOG will meet to review INRCOG's performance with regard to the services provided to the City. Extending the existing agreement for future year(s) may also be discussed at that time.

Exhibit B

**Community Development Block Grant (CDBG) Funding Project Delivery for
Federal Fiscal Year 2021 Services for Projects in Cedar Falls, Iowa
City Project Number: BL-000-CD**

08-24-2020

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as 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 with companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Attachment 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Attachment 1. Such Certificate shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Attachment 1
 - c) Governmental Immunities Endorsement – See Attachment 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment under this contract.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

6. Failure of the Contractor to maintain the required insurance shall constitute a default under this contract, and at City's option, shall allow City to terminate this contract for cause and/or purchase said insurance at contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits, or greater if required by law or other legal agreement; as per Attachment 1:

- This coverage shall be written on an occurrence, not claims made form, except for errors and omissions coverage, if required, which shall be written on a 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 review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the services called for in this contract to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to the form in Attachment 1.
- Additional Insured Requirement – See Attachment 1.
 The City of Cedar Falls, and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 “Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization”

** ISO CG 20 37 07 04 “Additional Insured – Owners, Lessees or Contractors – Completed Operations”

8. **Errors and Omissions:** If the Contractor's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous errors and omissions coverage for a period commencing no later than the date of this contract and continuing for a period of no less than two (2) years from the date of completion of all work completed or services performed under this contract, and acceptance of same by the City. The limit of liability under such coverage shall not be less than \$1,000,000 per claim and in the aggregate.

9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. **Limits:** By requiring the insurance as set forth in this contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under this contract. The City retains the right at any time to require liability insurance greater or lesser than that otherwise specified in this Exhibit and Attachment 1. If greater or lesser liability insurance limits are required, the same shall be stated on the attached General Terms and Conditions document.

11. **Performance and Payment Bonds:** The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The nature and extent of any such required bond(s) shall be included in the request for bids or proposals. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to this contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

12. **Waiver of Subrogation:** To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with

respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

ATTACHMENT 1 – INSURANCE SCHEDULE**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: (Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

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.

CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

Exhibit C

CDBG Entitlement Funding: Grant Administration and Technical Services for Housing and Community Development Projects; in Cedar Falls, Iowa City Project Number BL-000-CD

2/9/12

STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment B, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

CDBG Entitlement Services
Cedar Falls, Iowa
City Project No. BL-000-CD

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.

ATTACHMENT D: REQUIRED FEDERAL CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will

take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

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.

All other terms and conditions of this Policy remain unchanged.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Administration Division

TO: Mayor Green and City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: August 6, 2021
SUBJECT: HOME Investment Partnership Program - Technical Services
 Project Number BL-000-3289

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds. Through a consortium agreement with the City of Waterloo, Cedar Falls receives HOME Investment Partnership Program funds. Our agreement in July 2019 provided that Cedar Falls would receive approximately \$90,000 per year, depending on the HUD annual award. While Waterloo handles the general administrative requirements for the HOME Program (submitting annual plans and reports), in the past Cedar Falls has contracted with INRCOG for technical services related to the projects HOME funding supports.

INRCOG's proposed services include technical support for housing rehabilitation projects as well as environmental review preparation and processing for projects under the CHDO agreement Cedar Falls executed with Habitat for Humanity in February 2021. That agreement provided up to \$361,246 of Cedar Falls' accumulated HOME funds for various activities such as new construction materials (\$40,890), acquisition (\$150,378), owner occupied rehabilitation projects (\$69,980) and rehabilitation project materials (\$100,000). A contract on Habitat's first project executing that February agreement was approved by Council on August 2, 2021.

The total cost for INRCOG's services as outlined in the attached contract is \$20,000.

Staff recommends entering into an agreement with INRCOG for this needed support. Attached is the proposed agreement with all required attachments.

This proposal meets Organizational Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner and Organizational Goal #4: Equitably allocate the community's resources in a manner which cost effectively accomplishes the City's mission.

Please contact me with any questions. Thank you.

Xc: Karen Howard, Planning & Community Services Manager

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 SERVICE/PRODUCT AGREEMENT

Home Investment Partnerships Program (HOME) Funding Project Delivery for FFY 2021
 Projects in Cedar Falls, Iowa

City Project Number: BL-000-3289

This Agreement is by and between Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, IA ("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 "A". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A" which will not exceed \$20,000 for projects delivery costs for HOME funds,

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 at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights. CLIENT shall have the right to use such instruments of service solely for the purpose of the benefiting the CDBG Entitlement Program

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

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

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

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

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

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

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

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

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

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

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

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

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

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

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "B" unless this insurance requirement is waived by the City in this Section.

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

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

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

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

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any additional costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If

designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

24.1 The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of three pages are incorporated into this Agreement by the Client and attached as Exhibit C.

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: Stephanie Houk Sheetz, AICP

Name: Brian Schoon, AICP

Title: Director of Community Development

Title: Director of Development

Address: 220 Clay St, Cedar Falls, IA

Address: 229 East Park Avenue, Waterloo, IA 50703

Telephone: (319) 268-5151

Telephone: (319) 235-0311 Ext. 138

Email: Stephanie.Sheetz@cedarfalls.com

Email: bschoon@inrcog.org

Exhibit A

Home Investment Partnership (HOME) Program Funding: Project Delivery for Projects in Cedar Falls, Iowa City Project Number: BL-000-3289

SCOPE OF WORK **HOME GRANT PROJECT DELIVERY FOR FFY 2021 PROJECTS** **CITY OF CEDAR FALLS, IOWA**

Overview

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to complete project delivery to meet the State of Iowa's requirements related to the Home Investment Partnership (HOME) Program allocation of \$20,000.00 under which the City of Cedar Falls plans to utilize funds to support housing rehabilitation and repair work.

Qualifications

Housing Rehabilitation Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family, Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging;

Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG has extensive housing rehabilitation and repair experience under the Iowa Economic Development Authority's (IEDA) Housing Rehabilitation and Iowa Finance Authority's (IFA) Local Housing Trust Fund programs. IEDA's program is funded through the CDBG program, as administered by the US Department of Housing and Urban Development, and the IFA program is funded through the State Housing Trust Fund. We also have a familiarity with the HOME Investment Partnership Program as administered by the US Department of Housing and Development. INRCOG has administered housing trust fund grants for the Iowa Northland Regional Housing Council since 2003 and since 2014 for the Waterloo Housing Trust Fund. Through the trust funds, our staff has developed and administered annual homeowner repair programs that serve approximately ten individual households per year. In addition to administering the individual home improvement programs, INRCOG has managed numerous housing acquisition programs, as funded by the Hazard Mitigation Grant and CDBG Programs, following disasters in 1993, 1999, 2000, 2008, and 2016.

Our staff writes the grants for these programs for our member local governments and we performs all administrative tasks relative to construction, finance, and professional service functions associated with the programs. We have completed all IEDA basic and updated trainings associated with administering CDBG funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, historical preservation review and approval, Section 3 (hiring practices) compliance, fair housing standards, lead-based paint testing and certification, radon testing, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing IEDA monitoring reviews, conflict mediation, financial management, and closeout processes associated with CDBG projects.

Primary INRCOG Staff Members

The primary contacts for this proposal and program are

- o Brian Schoon, Director of Development (bschoon@inrcog.org);
- o Cindy Knox, Housing Planner II (cknox@inrcog.org);
- o Rose Phillips, Housing Planner II (rphillips@inrcog.org).

Brian Schoon has been employed by INRCOG since September 1991 and is currently serving as the Director of Development. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG's housing, planning, and economic development efforts, including numerous CDBG projects funded by the Iowa Economic Development Authority (IEDA). Schoon also oversees the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffs the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning services to the City, including updating the Consolidated and Annual Action Plans related to its current HUD CDBG Entitlement Program. Schoon has a Bachelors' degree in Landscape Design from South Dakota State University and a Masters' degree in Community and Regional Planning from Iowa State University.

HOME Program Services
Cedar Falls, Iowa
City Project No. BL-000-3289

Cindy Knox has worked as a housing program specialist for INRCOG for 13 years. Knox has administered nearly two dozen CDBG housing rehab programs, as well as other housing programs awarded to our member communities from the US Department of Agriculture, Federal Home Loan Bank, and Iowa Finance Authority. She has managed homebuyer and down-payment assistance programs; housing inspection programs; and emergency and rural repair programs for our regional Housing Council. Knox is a Certified Lead-Based Paint Sampling Technician and has knowledge of Iowa Minimum Housing and Housing Quality Standards. Knox has a Bachelor's degree in Design and the Human Environment from the University of Northern Iowa.

Rose Phillips has been with INRCOG since early 2017 and is responsible for managing CDBG housing rehabilitation programs for our member communities. She also develops housing needs assessments and manages post-disaster housing acquisition programs for our member local governments. Phillips has a Bachelors' degree in Environmental Studies from Mount Holyoke College and a Masters' degree in Urban and Regional Planning from the University of Iowa.

Description of Technical Services, Grant Administration, and Organizational Capacity

INRCOG, through its existing staff, will complete project delivery to meet the HOME Program requirements to expend funds allocated to the City.

INRCOG will provide general and technical administrative services, as well as expense and monitoring services associated with the contracted programs.

INRCOG will present any necessary approvals or reports to the City's staff. Further, as the HOME subrecipient, the City will be responsible for obtaining reimbursement for all expenses under this proposal with INRCOG assisting with obtaining said reimbursements. Likewise, INRCOG will assist the City with any necessary HOME reports, as requested.

Budget

INRCOG is prepared to offer the project delivery services for a not-to-exceed price for each unit or task completed during the City fiscal year, as outlined below. Said project delivery expenses will be billed on an hourly basis, using rates that will be defined in the contract between the City and INRCOG.

- **General Administration of INRCOG HOME Projects (2 units)**
 - *INRCOG: \$11,000*
- **Environmental Record Review for Iowa Heartland Habitat for Humanity HOME Projects (As outlined in the City of Cedar Fall's Community Housing Development Organization (CHDO) Contract with the City of Waterloo and Iowa Heartland Habitat for Humanity (2 units)**
 - *INRCOG Expense: \$9,000*

HOME Program Services
Cedar Falls, Iowa
City Project No. BL-000-3289

If accepted by the City, INRCOG is willing to negotiate a contract utilizing the City's standard agreement. INRCOG currently meets the City's insurance requirements and has attached a certificate as evidence.

As with prior contracts, INRCOG will provide monthly invoices to the City for services provided by our staff. Services covered by the agreement will be assigned an individual, unique program number through which expenses will be tracked and monitored within INRCOG's monthly financial reports and annual independent audit. INRCOG shall make all financial records available to the City upon request.

Time of Performance

Work under this proposal would begin upon execution of an agreement and completion would be no later than June 30, 2022. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

Project Review

At least annually, but not later than May 1st, 2022, during the contract timeframe, the City and INRCOG will meet to review INRCOG's performance with regard to the services provided to the City. Extending the existing agreement for future year(s) may also be discussed at that time.

Exhibit B

**Home Investment Partnership (HOME Program Funding Project Delivery for
Housing Projects in Cedar Falls, Iowa
City Project Number: BL-000-3289**

08-24-2020

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term “contractor” as used in this document shall be defined as 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 with companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Attachment 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Attachment 1. Such Certificate shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Attachment 1
 - c) Governmental Immunities Endorsement – See Attachment 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment under this contract.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this contract, and at City's option, shall allow City to terminate this contract for cause and/or purchase said insurance at contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits, or greater if required by law or other legal agreement; as per Attachment 1:
- This coverage shall be written on an occurrence, not claims made form, except for errors and omissions coverage, if required, which shall be written on a 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 review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the services called for in this contract to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to the form in Attachment 1.
 - Additional Insured Requirement – See Attachment 1.
The City of Cedar Falls, and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. **Errors and Omissions:** If the Contractor's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous errors and omissions coverage for a period commencing no later than the date of this contract, and continuing for a period of no less than two (2) years from the date of completion of all work completed or services performed under this contract, and acceptance of same by the City. The limit of liability under such coverage shall not be less than \$1,000,000 per claim and in the aggregate.

9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. **Limits:** By requiring the insurance as set forth in this contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under this contract. The City retains the right at any time to require liability insurance greater or lesser than that otherwise specified in this Exhibit and Attachment 1. If greater or lesser liability insurance limits are required, the same shall be stated on the attached General Terms and Conditions document.

11. **Performance and Payment Bonds:** The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The nature and extent of any such required bond(s) shall be included in the request for bids or proposals. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to this contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.

12. **Waiver of Subrogation:** To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with

respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

HOME Funding Project Delivery for
Housing Projects
Cedar Falls, Iowa
City Project No.BL-000-3289

ATTACHMENT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

Automobile: *(Combined Single Limit)* \$1,000,000
If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000
The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

HOME Funding Project Delivery for
Housing Projects
Cedar Falls, Iowa
City Project No.BL-000-3289

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.

CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

Exhibit C

**Home Investment Partnership (HOME) Program Funding: Grant
Administration and Technical Services for Housing Projects
in Cedar Falls, Iowa
City Project Number BL-000-3289**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

HOME Housing Services
Cedar Falls, Iowa
City Project No. BL-000-3289

9. **Governing Law; Jurisdiction; Venue and Trial.** This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment B, shall constitute a default under this Contract.

11. **Attorneys' Fees.** In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. **Payment.** Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. **Limitations Period.** There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

HOME Housing Services
Cedar Falls, Iowa
City Project No. BL-000-3289

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.

20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.

ATTACHMENT D: REQUIRED FEDERAL CONTRACT LANGUAGE

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will

take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

Clean Air and Water Acts:

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

Federal Labor Standards

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

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.

All other terms and conditions of this Policy remain unchanged.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Jaydevsinh Atodaria (JD), City Planner I
DATE: August 5, 2021
SUBJECT: Property improvements in the College Hill Neighborhood Overlay District

REQUEST: Request to approve a College Hill Neighborhood Overlay District site plan for the addition of new parking area at 2415 Franklin Street (#DR21-007)

PETITIONER: Owner: Todd Wuestenberg and Darin Wohlgemuth

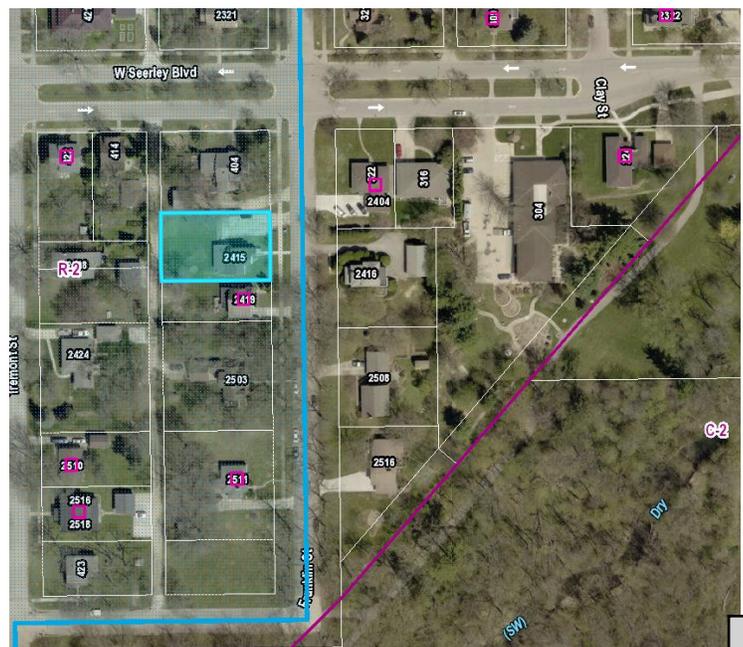
LOCATION: 2415 Franklin Street

PROPOSAL

This request involves a proposal for site redevelopment at 2415 Franklin Street. The applicant is proposing to add a new parking area behind the house and remove the gravel area in the front/side yard and closing the curb from Franklin Street. The property is located in the College Hill Neighborhood Overlay Zoning District and a review by the Planning and Zoning Commission and City Council is required for making substantial improvements on the property in the district.

BACKGROUND

The College Hill Neighborhood Overlay District was established for the preservation of neighborhood character and the stabilization of its neighborhoods after a long history of changes and updates to properties that typically increased occupancies and detracted from the original intent of those properties and neighborhoods. This trend and the establishment of the Overlay called for more scrutiny when reviewing changes that may affect the character of the neighborhood. See location map on the side for reference.



The subject property is located within the R-2, Residence District of the College Hill Neighborhood Overlay Zoning District (Section 26-181). The Overlay defines the adding or increase in area of any existing parking area or parking lot, which existing or new parking area or parking lot contains or is designed to potentially accommodate a total of three or more parking stalls as a substantial improvement. A substantial improvement requires review and approval by the Planning and Zoning Commission and the City Council. The criterion listed in the Overlay requires that the following be considered in this review: neighborhood character, minimum on-site parking requirements, parking lot standards, open space/landscaping requirements and other provisions as applicable in the code.

The property in question has been a registered rental from May 2006 until 2018. The petitioner purchased this property in May 2021 with the intent to make improvements to the property and start operating as a rental property. The major reason to go this route is that; the applicant's daughters will be staying here, during their degree at UNI and would have two other roommates. Currently, the rental application for the subject property has been reviewed by Group Rental Committee with stipulations of making updates to property as needed per building code and also to provide required off-street parking for the requested occupancy of 4 individuals aged 18 years or older per unit. The proposed site plan indicates that the applicant will be adding a parking area behind the house as per staff's recommendation and would remove all the gravel areas in the required front and side yard and close off the curb to close the access from Franklin Street. See below for reference.



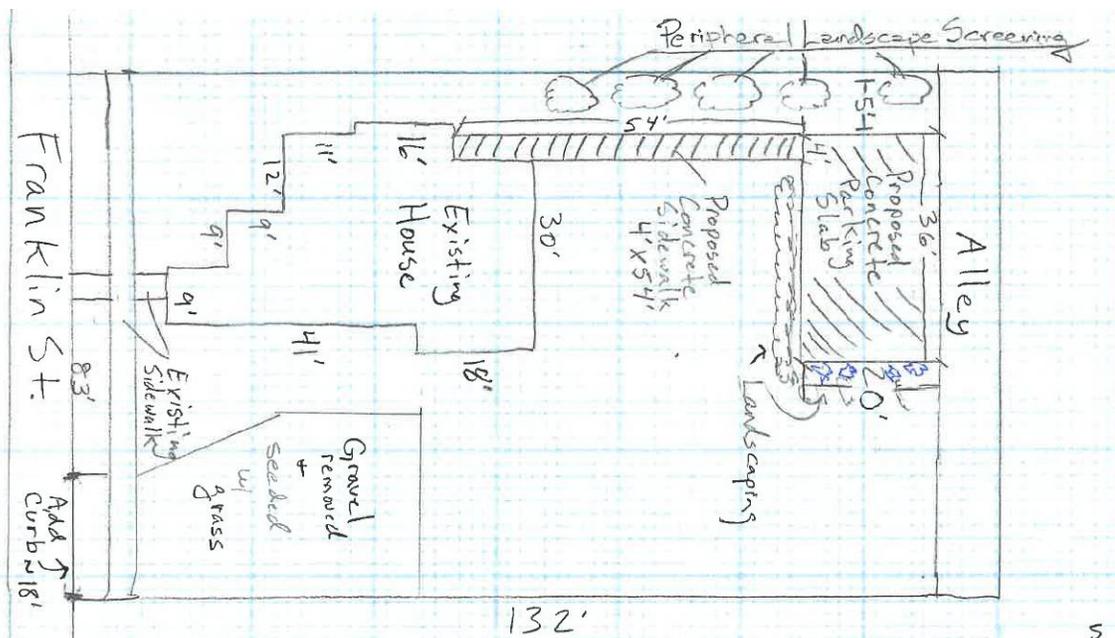
City staff notes that the focus for this case is to review the proposed parking area and preservation of neighborhood character. The focus is not on the occupancy of the unit.

ANALYSIS

The existing building at 2415 Franklin Street is a two-story structure. No changes to the building envelope are being proposed. Currently, the property has a paved approach and a gravel area for parking on side of the house, which is used for parking. As per Section 11-179, gravel is not allowed and all parking areas or driveways associated with rental properties are required to be hard-surfaced. The applicant plans to remove all the gravel area, replace it with grass and

remove the access point by placing a curb back in Right-of-Way. The applicant in response proposes to pave a parking area/lot behind the house, which will be accessed from the alley, as per suggestions from staff. This was one of the stipulations set forth by the Group Rental Committee while reviewing the "Change in Ownership" application from the applicant. The following is an evaluation of the proposed property improvements according to standards outlined in the College Hill Neighborhood Overlay Zoning District and other applicable codes:

1. Neighborhood Character: Preserving neighborhood character is a priority of the College Hill Neighborhood Overlay District. The addition or increase in the area of any parking area or parking lot containing three or more parking stalls is considered as a substantial improvement under College Hill Overlay Zoning District. In response, the applicant proposes:
 - Removal of all the existing gravel areas in the required front yard and side yard on the property and seed back with grass. (*Will bring the property in compliance with zoning code*)
 - Removal of the existing paved access point from Franklin St to the property and seed the area back with grass and adding curb back. (*Will lead to maintaining walkability in the neighborhood*)
 - Addition of parking area/pad accessed from the alleyway for the tenants. (*Having a parking area behind the house, promotes the character of the neighborhood*)
 - Adding landscaping screening around the proposed parking area/pad to screen the parking area from the surrounding property. (*Add a buffer from adjacent properties, as per the intent of the code*)
 - Adding a four-foot wide sidewalk from the parking area to the house.



See above sketch for reference. The applicant's proposal reflects the staff's recommendation and the applicant has been very cooperative to make improvements on the property that is best for preserving the character of the neighborhood. The applicant intends to comply with all potential code items that need to be addressed to make this property code compliant. **The proposed site plan intends to preserve the character of the neighborhood.**

2. Minimum on-site parking requirements: The College Hill Neighborhood Overlay District requires one parking stall per bedroom. The required dimension of one parking stall for residential uses is 8 feet by 18 feet. The applicant is proposing a parking pad measuring 20 feet long and 36 feet wide to accommodate four stalls for four bedrooms in the house. **On-site parking requirements are met as per the proposed site plan submittal.**

3. Parking lot standards: A parking lot is defined as an area designated for parking three or more vehicles. The parking lot needs to have at least five feet setback from the property and the pad must include a walking path/sidewalk for tenants to access the property from the parking pad. As per code, a three-foot setback is required from the west property line abutting the alleyway as well. However, we provide the option to the applicant to either pave it to the lot line, as there is no timeline, on when the particular alley will be paved. **The proposed site plan layout meets the setback requirement for the paved area and sidewalk to access the property.**

4. Open space/ landscaping requirements: This criterion regulates parking areas and required green spaces. About maintaining rear yard coverage for parking, a single unit in the R-2 zoning district can have maximum rear yard coverage up to 30% for parking. As per the proposal, the applicant is using approximately 15% of the required rear yard. Also, the applicant will be adding screening shrubs around the proposed parking area to screen the parking area from neighboring properties. **City staff feels that the proposal does meet the city codes and the proposed changes would enhance character for the neighborhood.**

TECHNICAL COMMENTS

Notification of this case was sent to adjacent property owners on 07/21/2021. Applicant has applied for both Right-of-way permit and driveway permit to carry out the intended project for the property at 2415 Franklin Street. Permits will be approved and released, once we get approval from Planning and Zoning Commission and City Council. Also, the rental application from the applicant is with planning staff, and will also be processed once we get approval of this presented case.

STAFF RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted design review application at their regular meeting on 28th July 2021 with a vote of 7 ayes and 0 nays. The Community Development Department also recommends approval of the submitted design review application to include parking pad and other site improvements at 2415 Franklin Street property.

PLANNING & ZONING COMMISSION

Discussion/Vote 7/28/2021 Chair Leeper introduced the item and Mr. Atodaria provided background information. He explained that the applicant is proposing site improvements which include: removing the existing gravel areas on site and seeding with grass; removing the paved access point from Franklin Street to the property and adding curb; adding a parking area/pad accessed from the alleyway; adding landscaping screening around the proposed parking; and adding a four-foot wide sidewalk from the parking area to the house. Staff feels that the requirements will be met and will meet the character of the neighborhood. Staff recommends approval of the submitted design review application. Mr.

Atodaria noted that correspondence was received from a neighbor noting that previously there has been an issue with tenants at other rental locations parking on the street instead of parking in the back.

The applicant, Todd Wuestenberg, thanked Mr. Atodaria for his help with the process, stating that he has been a great representative. He noted that he will be available for any questions. Mr. Schrad asked how many bedrooms are in the rental unit and if it complies with parking requirements. Mr. Atodaria stated that there are four bedrooms and that it is in compliance and the group rental committee has already approved the rental application with stipulations and the paving was one of the stipulations that needed P&Z and City Council review. Mr. Larson stated that he feels it will be a nice improvement.

Ms. Saul made a motion to approve the item. Ms. Sears seconded the motion. The motion was approved unanimously with 7 ayes (Holst, Larson, Leeper, Prideaux, Saul, Schrad and Sears), and 0 nays.

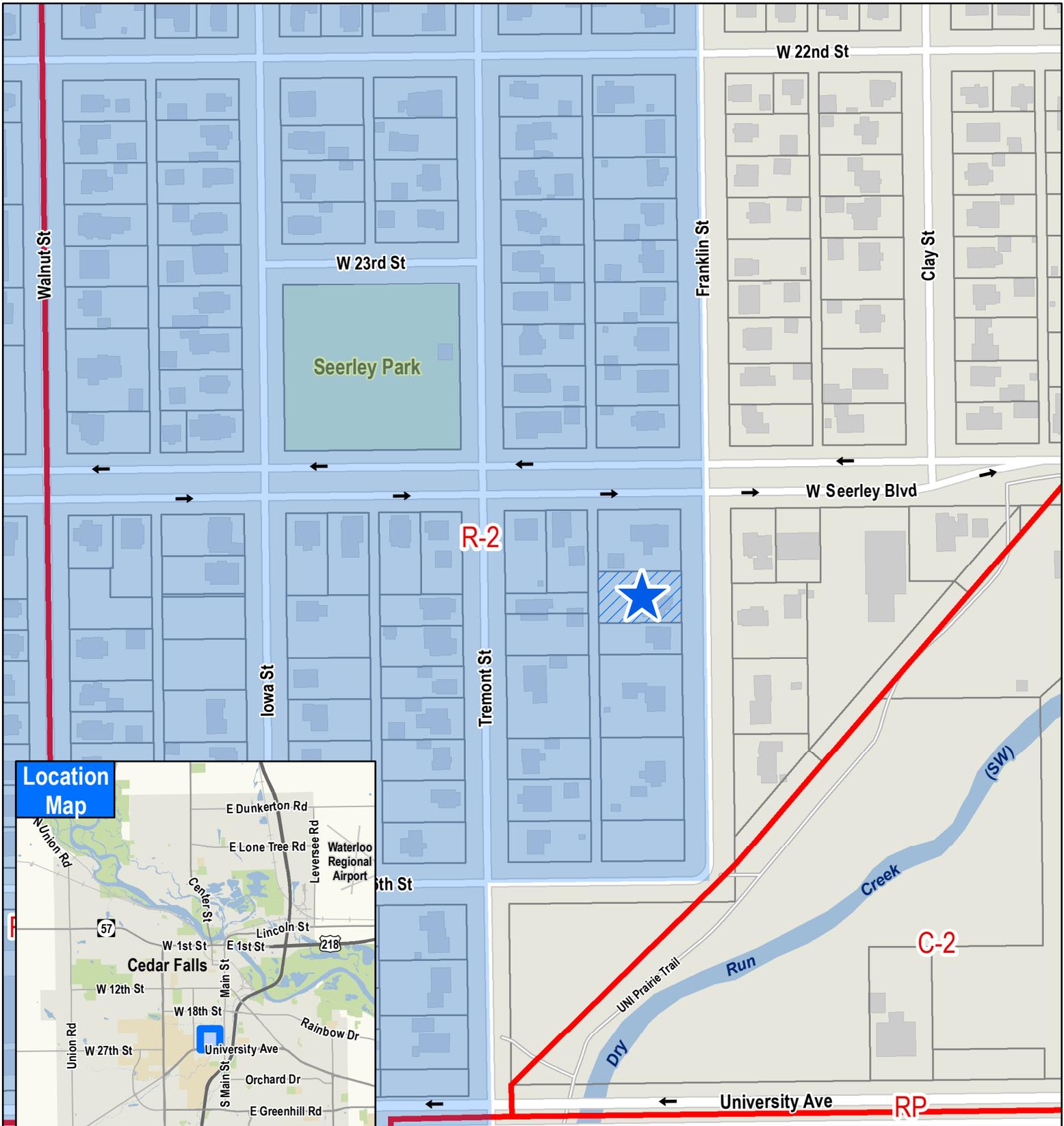
Attachments:

Zoning Location Map
Land use property sketch
Letter of Intent

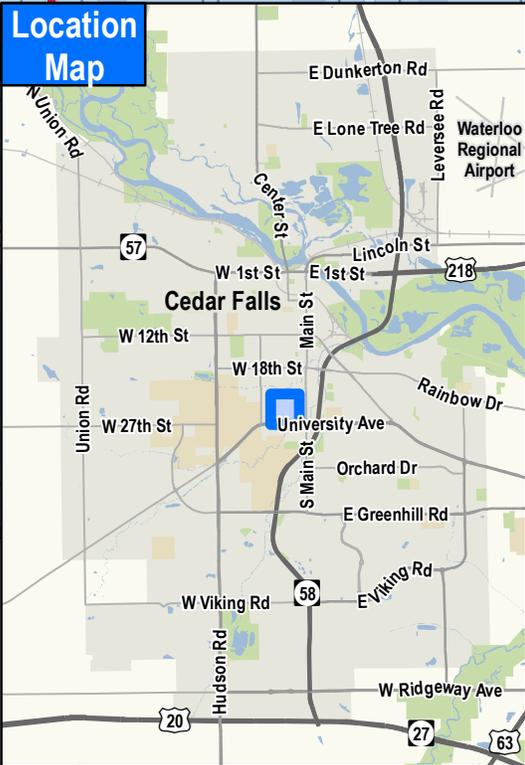
Cedar Falls Planning & Zoning Commission

July 28, 2021

Item 28.



Location Map



College Hill Site Plan Review for 2415 Franklin St

Land Use Property Sketch - City of Cedar Falls, Iowa

IF RESIDENTIAL: Owner Occupied New Rental Registered Rental

1. ZONING: R-2

2. PRINCIPLE USE: Rental

3. LOT AREA: 83 x 132 = 10956

4. BUILDING HEIGHT: 2 Story

5. EASMENTS: _____

Description of proposed work & use: Concrete Parking & Sidewalk

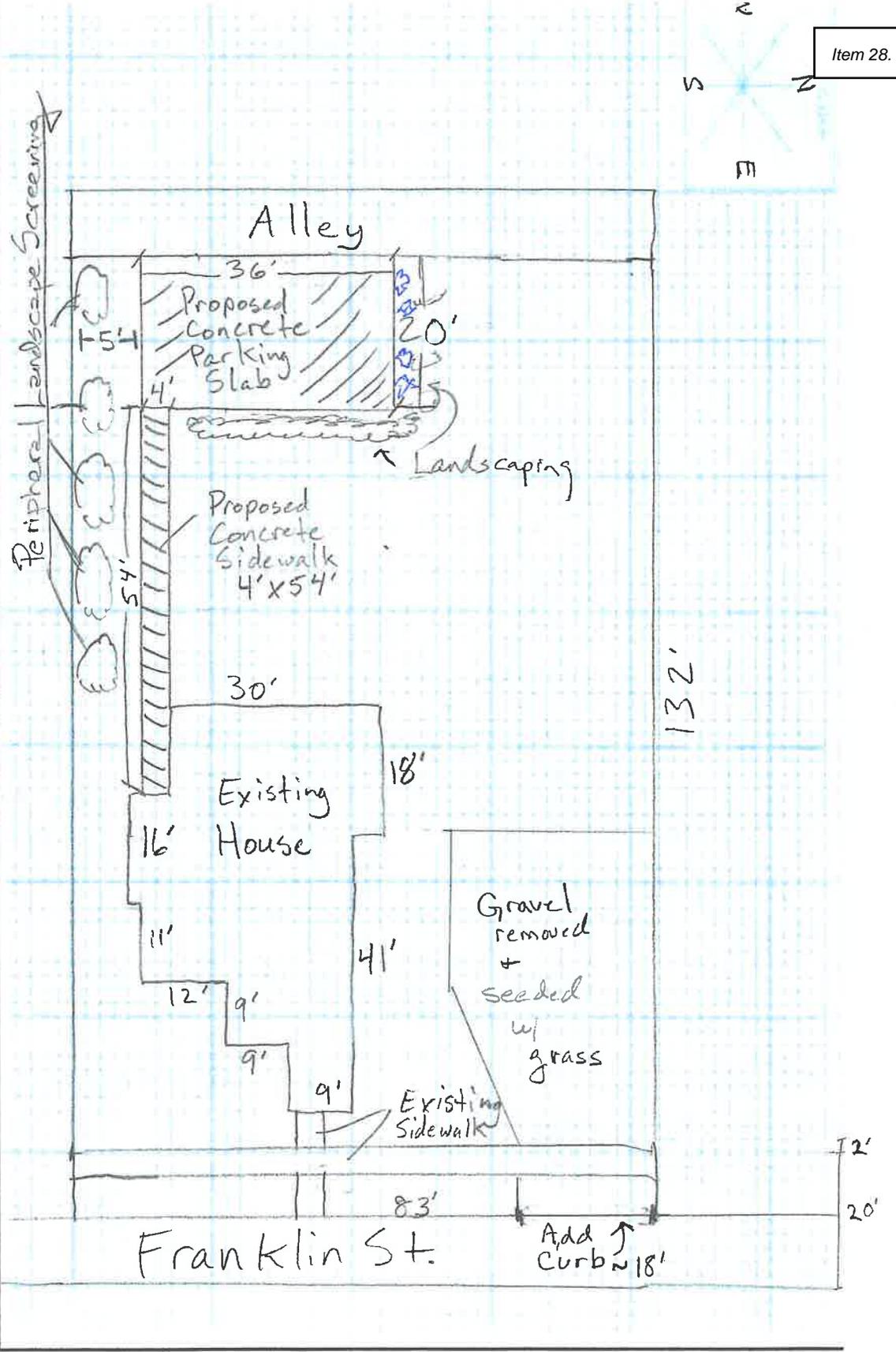
Address of proposed construction: 2415 Franklin St.

OWNER: Todd Wuestenberg NAME: Kite Construction

ADDRESS: 104 Cedar Lane ADDRESS: 1311 17th St.

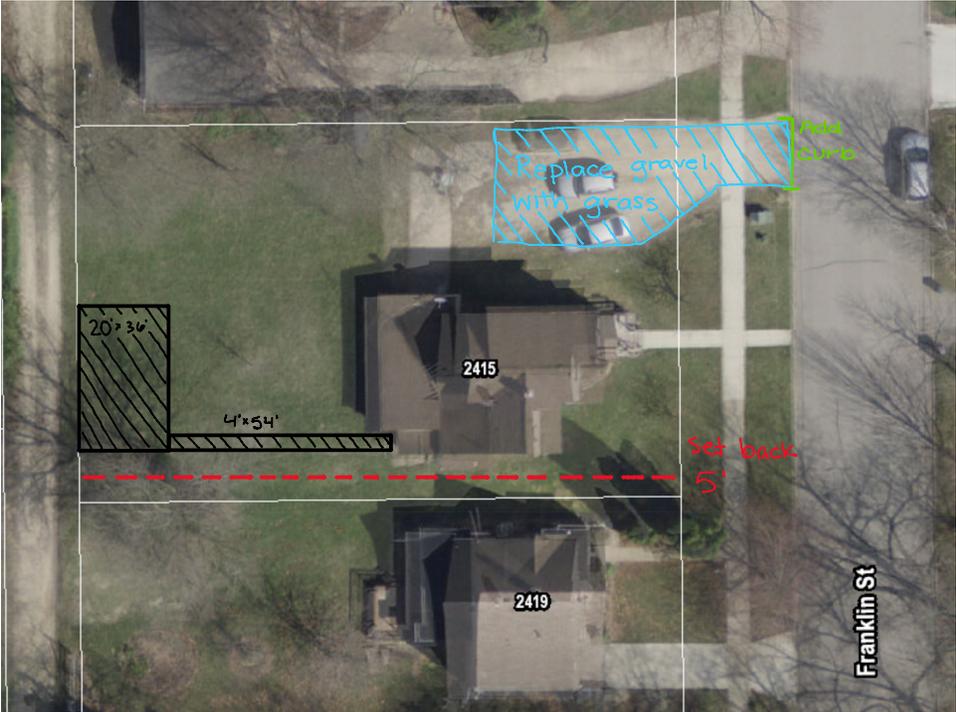
CITY: Huxley, IA 50124 CITY: Jessup, IA 50648

PHONE: 515-203-0006 PHONE: 319-827-2191



2415 Franklin Parking

Wednesday, May 12, 2021 8:57 PM



Todd Wuestenberg

104 Cedar Lane Huxley, IA 50124 | 515-203-0006 | todd@haverkamp-properties.com

7/11/2021

Department of Community Development
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Dear Department of Community Development:

This letter of intent is for 2415 Franklin Street.

An overview of the planned work is to create a paved parking area (20' x 36') off of the alley, with a minimum five feet separation from the side lot line and the necessary landscape screening. In addition, we would remove the current gravel parking, seed with grass, plant one tree, and close out/add a new curb to existing Franklin Street driveway.

We want to do this work to meet the requirements to receive approval for a rental permit.

I am a co-owner of this property, and Darin Wohlgemuth is the other co-owner. Darin's address is 54026 276th Street, Kelley, Iowa, 50134.

Our scheduled date to pave the proposed area is September 1st or sooner pending the contractor's availability and weather. Upon the completion of the new parking Darin and I will remove the gravel area ourselves and restore the area with grass seed.

Sincerely,

Todd Wuestenberg



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 Robert M. Green and City Council

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

DATE: August 9, 2021

SUBJECT: Set date of public hearings for the Downtown Character District Code and Regulating Plan and for rezoning property to the new designation of CD-DT: Downtown Character District

BACKGROUND

A public review draft of a new zoning code and zoning map for a new zoning district, the Downtown Character District, were presented during a special virtual Cedar Falls Planning and Zoning Commission meeting on February 17, 2021. This new zoning district is intended to facilitate new development in the downtown and surrounding residential neighborhoods that is consistent with *Imagine Downtown! Vision Plan*, which was adopted by the City Council in November 2019. Since presentation of the proposed Downtown Character District regulations in February, the proposed code and regulating plan map have been available for public review and comment on the project webpage: www.ourcedarfalls.com and have been advertised widely on all social media, by press release, and with printed letters to all property owners within the study area. The code project has been featured on local television news broadcasts and on the City Cable Channel 15.

During the four months of review by the Commission, the consultants and staff met virtually with the Planning and Zoning Commission at four special work sessions to discuss the various elements of the proposed code and regulating plan and answer questions from the Commission. Staff also provided three different opportunities for work session discussions with development professionals and with Community Main Street, and encouraged the public to view and submit questions or comments to the Planning Division. Staff have responded to emails and phone inquiries and documented requests for changes to the draft. All property owners in the area were notified by mail of the public hearing date and provided with instructions on how to participate in the Planning and Zoning Commission hearings. Notice was also published in the Courier for both the proposed new zoning code for Downtown and for the rezoning of property to the new designation of Downtown Character District (CD-DT), noting that the Downtown Character District Regulating Plan (attached) will be the new zoning map for the area.

Public input was invited during public hearings on April 14 and April 28, 2021. The Planning and Zoning Commission considered amendment requests from the public, staff, and Commission members at their April 14 meeting. No additional requests for changes were submitted for the

April 28 hearing. The consultants and staff documented each requested amendment along with an explanation, and pros and cons of making the change, in a “decision matrix” for consideration by the Commission.

Based on the Commission’s decisions on the proposed amendments, the consultant prepared red-lined changes for the Commission’s review at their May 12, 2021 meeting. **At that meeting, the Commission confirmed their approval of the changes and voted unanimously to recommend approval of the Downtown Character District regulations and the associated Regulating Plan, which will serve as the new zoning map for the Downtown Character District, along with the new administrative procedures and land use classification regulations.**

After a public hearing, the Commission also voted to recommend approval of a rezoning of all property within the boundaries of the Downtown Character District Regulating Plan to CD-DT, Downtown Character District.

Project consultants from Ferrell Madden presented the Planning and Zoning Commission’s recommended draft of the new code, the associated regulating plan, new administrative procedures, and land use classification regulations to the City Council at a Committee of the Whole Meeting on May 17, 2021. The City Council held two work sessions on June 7 and June 21 to review and discuss the proposal. At your August 2nd Committee of the Whole meeting, at the request of Council, staff and the project consultants from Ferrell Madden, presented more information about the parking requirements, including the intent behind the requirements for shared parking.

The updated zoning regulations are an important step in implementing the *Imagine Downtown! Vision Plan*, which was adopted by the Cedar Falls City Council in November 2019. The plan was the result of public workshops and a variety of public outreach events that took place in 2019, where community members were invited to share their feedback and ideas for the future of Downtown and surrounding neighborhoods. The adoption of new zoning regulations will encourage development that is consistent with the community’s vision.

RECOMMENDATION:

Staff now recommends that Council set a public hearing date for September 7th to formally consider the Planning and Zoning Commission’s recommended draft of the Downtown Character District regulations, the Downtown Character District Regulating Plan, and the associated administrative procedures and land use classification system.

Staff also recommends that Council set a public hearing date for September 7th to formally consider rezoning all property within the defined boundaries of the Downtown Character District to the new designation: CD-DT: Downtown Character District.

Xc: Ronald Gaines, P.E. City Administrator
Stephanie Houk-Sheetz, AICP, Director of Community Development

Daily Invoices for Council Meeting 08/16/21

PREPARED 08/10/2021, 9:24:23
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 12/2021

Item 31.

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE	
								POST DT	
FUND 101 GENERAL FUND									
101-1008-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
171		02/22 AP		07/30/21	0396009	GATEWAY HOTEL & CONFERENCE CE ROOM#333-DANIELSEN-R7A202	266.56	08/03/21	
ACCOUNT TOTAL							266.56	.00	266.56
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2141		12/21 AP		07/16/21	0005697	ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	.23	07/28/21	
ACCOUNT TOTAL							.23	.00	.23
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES									
2141		12/21 AP		07/01/21	0005694	FARMERS STATE BANK	20.00	07/28/21	
						OUTGOING WIRE FEE			
						BOND PRINCIPAL PMT 6/1/21			
31		01/22 AP		07/28/21	0005723	FARMERS STATE BANK	20.00	08/03/21	
						VOYA OUTGOING WIRE FEE			
						07/30/21 PAYROLL			
31		01/22 AP		07/14/21	0005722	FARMERS STATE BANK	20.00	08/03/21	
						VOYA OUTGOING WIRE FEE			
						07/16/21 PAYROLL			
31		01/22 AP		07/07/21	0005720	FARMERS STATE BANK	12.00	08/03/21	
						INCOMING WIRE FEE			
						MIDWEST CD			
31		01/22 AP		07/07/21	0005721	FARMERS STATE BANK	12.00	08/03/21	
						INCOMING WIRE FEE			
						COLLINS CCU CD			
31		01/22 AP		07/01/21	0005719	FARMERS STATE BANK	12.00	08/03/21	
						INCOMING WIRE FEE			
						GREAT WESTERN CD			
ACCOUNT TOTAL							96.00	.00	96.00
101-1028-441.89-81 MISCELLANEOUS SERVICES / CAFETERIA PLAN									
2141		12/21 AP		07/07/21	0005696	ISOLVED BENEFIT SERVICES, INC FSA/CAFE ADMIN FEE-JUN'21	60.37	07/28/21	
ACCOUNT TOTAL							60.37	.00	60.37
101-1028-441.89-82 MISCELLANEOUS SERVICES / SECTION 105									
2141		12/21 AP		07/07/21	0005696	ISOLVED BENEFIT SERVICES, INC HRA ADMIN.FEE-JUN'21	636.53	07/28/21	
ACCOUNT TOTAL							636.53	.00	636.53
101-1048-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2141		12/21 AP		07/16/21	0005697	ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	63.98	07/28/21	
ACCOUNT TOTAL							63.98	.00	63.98

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
93		02/22 AP		07/19/21	0396036	OFFICE EXPRESS OFFICE PRODUCT (2 BOXES)	57.98			07/30/21
93		02/22 AP		07/19/21	0396031	KIRK GROSS COMPANY CHAIR WHEEL CASTERS	65.00			07/30/21
93		02/22 AP		07/16/21	0396036	OFFICE EXPRESS OFFICE PRODUCT (REMOVABLE) 11X17" PAPER	82.12			07/30/21
52		02/22 AP		06/29/21	0396026	DEMCO, INC MAGNET SHELF LABELS (3/4" X 3", & 6")	32.22			07/30/21
ACCOUNT TOTAL							237.32	.00		237.32
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
52		02/22 AP		07/02/21	0396034	MOBIUS LIBRARY COURIER SERVICE FY22	7,114.59			07/30/21
93		02/22 AP		06/27/21	0396040	QUADIENT FINANCE USA, INC. POSTAGE	150.00			07/30/21
ACCOUNT TOTAL							7,264.59	.00		7,264.59
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
93		02/22 AP		07/12/21	0396029	GORDON FLESCH COMPANY INC COPIER CONTRACT 015-1483981-000	874.89			07/30/21
ACCOUNT TOTAL							874.89	.00		874.89
101-1060-423.85-01 UTILITIES / UTILITIES										
2157		12/21 AP		07/05/21	0396021	CEDAR FALLS UTILITIES LIBRARY UTILITIES	7,118.94			07/30/21
ACCOUNT TOTAL							7,118.94	.00		7,118.94
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2141		12/21 AP		07/02/21	0005699	PROFESSIONAL SOLUTIONS JUNE CREDIT CARD FEES	103.95			07/28/21
2157		12/21 AP		06/28/21	0396024	CITY LAUNDERING CO. LIBRARY MAT SERVICE	28.00			07/30/21
93		02/22 AP		07/15/21	0396041	QUADIENT, INC. QUADIENT METER RENTAL 08/14/21-11/13/21	149.85			07/30/21
ACCOUNT TOTAL							281.80	.00		281.80
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
93		02/22 AP		07/22/21	0396018	BAKER & TAYLOR BOOKS ADULT BOOKS (MEM HEMRICH)	30.24			07/30/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
93		02/22 AP		07/20/21	0396018	BAKER & TAYLOR BOOKS	18.95			07/30/21
		ADULT BOOKS (MEM DAVIS)								
93		02/22 AP		07/20/21	0396018	BAKER & TAYLOR BOOKS	49.15			07/30/21
		ADULT BOOKS (MEM MCGOVERN)								
93		02/22 AP		07/19/21	0396018	BAKER & TAYLOR BOOKS	53.98			07/30/21
		ADULT BOOKS (MEM HEMRICH)								
52		02/22 AP		07/15/21	0396018	BAKER & TAYLOR BOOKS	45.33			07/30/21
		ADULT BOOKS (MEM MCGOVERN)								
52		02/22 AP		07/13/21	0396018	BAKER & TAYLOR BOOKS	8.39			07/30/21
		ADULT BOOKS (MEM RAPP)								
ACCOUNT TOTAL							206.04	.00		206.04
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
52		02/22 AP		07/15/21	0396018	BAKER & TAYLOR BOOKS	40.44			07/30/21
		FOTL:ADULT-ADULT BOOKS								
52		02/22 AP		07/12/21	0396018	BAKER & TAYLOR BOOKS	145.26			07/30/21
		FOTL:ADULT-ADULT BOOKS								
52		02/22 AP		07/12/21	0396018	BAKER & TAYLOR BOOKS	11.00			07/30/21
		FOTL:ADULT-ADULT CD BOOKS								
52		02/22 AP		07/01/21	0396018	BAKER & TAYLOR BOOKS	124.92			07/30/21
		FOTL:ADULT-ADULT BOOKS								
ACCOUNT TOTAL							321.62	.00		321.62
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
2157		12/21 AP		06/28/21	0396018	BAKER & TAYLOR BOOKS	31.89			07/30/21
		BERG 2 RMB SLP '21-YOUTH BOOKS								
210		02/22 AP		07/28/21	0396049	YE OLDE STRIPPERY	2,160.00			08/09/21
		BLDG.2 RMB. REUPHOLSTERY								
93		02/22 AP		07/27/21	0396025	COMMUNITY MAIN STREET	50.00			07/30/21
		BERG 2 RMB SLP'21 GIFT CERTIFICATES								
93		02/22 AP		07/21/21	0396042	YE OLDE STRIPPERY	1,512.00			07/30/21
		BLDNG 2 RMB REUPHOLSTERY- LABOR (21 CHAIRS)								
93		02/22 AP		07/19/21	0396038	PARSONS, ANASTASIA	30.32			07/30/21
		BERG 2RMB SLP'21-SUPPLIES FOR SPLATTERI ART PROGRAM								
ACCOUNT TOTAL							3,784.21	.00		3,784.21
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP										
93		02/22 AP		07/22/21	0396016	AMERICAN LIBRARY ASSOCIATION	1,603.89			07/30/21
		LIBRARY CARDS (GROGU AKA BABY YODA VERSTON)								
93		02/22 AP		07/16/21	0396020	BRODART CO.	82.15			07/30/21
		9" BOOK COVER ROLL (X 2)								
93		02/22 AP		07/16/21	0396020	BRODART CO.	46.93			07/30/21
		9" BOOK COVER ROLL (X 2)								

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP						continued				
52		02/22 AP		07/13/21	0396026	DEMCO, INC	81.92			07/30/21
						1/4" GLASS REINFORCED FILAMENT TAPE				
52		02/22 AP		07/12/21	0396020	BRODART CO.	775.70			07/30/21
						12" BOOK ROLLS, 12 X 8.5" & 10.5 X 7" BOOK COVERS				
52		02/22 AP		06/30/21	0396026	DEMCO, INC	142.38			07/30/21
						NEW & HOLIDAY LABELS, CAT SLOTH, DRAGON STICKERS				
52		02/22 AP		06/29/21	0396026	DEMCO, INC	103.58			07/30/21
						WORLD LANGUAGE LABELS, NEW TAPE (3" CORE-RED, YLO)				
ACCOUNT TOTAL							2,836.55	.00	2,836.55	
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
52		02/22 AP		07/01/21	0396035	OCLC, INC.	529.13			07/30/21
						1 YR. SUB. WORLDSHARE ILL 07/01/2021-06/30/2022				
52		02/22 AP		07/01/21	0396035	OCLC, INC.	743.86			07/30/21
						OCLC MONTHLY SUBSCRIPTION				
ACCOUNT TOTAL							1,272.99	.00	1,272.99	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
2157		12/21 AP		06/29/21	0396018	BAKER & TAYLOR BOOKS	222.88			07/30/21
						ADULT BOOKS				
2157		12/21 AP		06/28/21	0396018	BAKER & TAYLOR BOOKS	702.53			07/30/21
						ADULT BOOKS				
93		02/22 AP		07/22/21	0396018	BAKER & TAYLOR BOOKS	341.74			07/30/21
						ADULT BOOKS				
93		02/22 AP		07/20/21	0396018	BAKER & TAYLOR BOOKS	239.72			07/30/21
						ADULT BOOKS				
93		02/22 AP		07/19/21	0396018	BAKER & TAYLOR BOOKS	205.20			07/30/21
						ADULT BOOKS				
52		02/22 AP		07/15/21	0396018	BAKER & TAYLOR BOOKS	301.23			07/30/21
						ADULT BOOKS				
52		02/22 AP		07/13/21	0396018	BAKER & TAYLOR BOOKS	176.59			07/30/21
						ADULT BOOKS				
52		02/22 AP		07/12/21	0396018	BAKER & TAYLOR BOOKS	525.96			07/30/21
						ADULT BOOKS				
52		02/22 AP		07/08/21	0396018	BAKER & TAYLOR BOOKS	89.89			07/30/21
						ADULT BOOKS				
52		02/22 AP		07/07/21	0396018	BAKER & TAYLOR BOOKS	156.10			07/30/21
						ADULT BOOKS				
52		02/22 AP		07/06/21	0396018	BAKER & TAYLOR BOOKS	304.82			07/30/21
						ADULT BOOKS				
52		02/22 AP		07/02/21	0396018	BAKER & TAYLOR BOOKS	440.84			07/30/21
						ADULT BOOKS				
52		02/22 AP		07/01/21	0396018	BAKER & TAYLOR BOOKS	369.47			07/30/21
						ADULT BOOKS				
ACCOUNT TOTAL							4,076.97	.00	4,076.97	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-21						MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS				
2157				12/21	0396018	BAKER & TAYLOR BOOKS	73.31			07/30/21
						YOUNG ADULT BOOKS				
2157				12/21	0396018	BAKER & TAYLOR BOOKS	71.56			07/30/21
						YOUNG ADULT BOOKS				
93				02/22	0396018	BAKER & TAYLOR BOOKS	15.19			07/30/21
						YOUNG ADULT BOOKS				
93				02/22	0396018	BAKER & TAYLOR BOOKS	39.30			07/30/21
						YOUNG ADULT BOOKS				
52				02/22	0396018	BAKER & TAYLOR BOOKS	10.07			07/30/21
						YOUNG ADULT BOOKS				
52				02/22	0396018	BAKER & TAYLOR BOOKS	40.93			07/30/21
						YOUNG ADULT BOOKS				
52				02/22	0396018	BAKER & TAYLOR BOOKS	51.95			07/30/21
						YOUNG ADULT BOOKS				
52				02/22	0396018	BAKER & TAYLOR BOOKS	381.85			07/30/21
						YOUNG ADULT BOOKS				
52				02/22	0396018	BAKER & TAYLOR BOOKS	36.75			07/30/21
						YOUNG ADULT BOOKS				
52				02/22	0396018	BAKER & TAYLOR BOOKS	24.58			07/30/21
						YOUNG ADULT BOOKS				
52				02/22	0396018	BAKER & TAYLOR BOOKS	61.09			07/30/21
						YOUNG ADULT BOOKS				
ACCOUNT TOTAL							806.58	0.00	806.58	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
2157				12/21	0396018	BAKER & TAYLOR BOOKS	39.17			07/30/21
						YOUTH BOOKS				
2157				12/21	0396018	BAKER & TAYLOR BOOKS	60.82			07/30/21
						YOUTH BOOKS				
93				02/22	0396018	BAKER & TAYLOR BOOKS	39.56			07/30/21
						YOUTH BOOKS				
93				02/22	0396018	BAKER & TAYLOR BOOKS	43.61			07/30/21
						YOUTH BOOKS				
93				02/22	0396018	BAKER & TAYLOR BOOKS	113.14			07/30/21
						YOUTH BOOKS				
52				02/22	0396018	BAKER & TAYLOR BOOKS	105.86			07/30/21
						YOUTH BOOKS				
52				02/22	0396018	BAKER & TAYLOR BOOKS	55.25			07/30/21
						YOUTH BOOKS				
52				02/22	0396018	BAKER & TAYLOR BOOKS	104.96			07/30/21
						YOUTH BOOKS				
52				02/22	0396018	BAKER & TAYLOR BOOKS	193.56			07/30/21
						YOUTH BOOKS				
52				02/22	0396018	BAKER & TAYLOR BOOKS	1,443.68			07/30/21
						YOUTH BOOKS				
52				02/22	0396018	BAKER & TAYLOR BOOKS	22.03			07/30/21
						YOUTH BOOKS				

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued			
52		02/22 AP		07/02/21	0396018	BAKER & TAYLOR BOOKS	842.70		07/30/21
		YOUTH BOOKS							
52		02/22 AP		07/02/21	0396018	BAKER & TAYLOR BOOKS	13.99		07/30/21
		YOUTH BOOKS							
52		02/22 AP		07/02/21	0396018	BAKER & TAYLOR BOOKS	12.87		07/30/21
		YOUTH BOOKS							
52		02/22 AP		07/01/21	0396018	BAKER & TAYLOR BOOKS	12.87		07/30/21
		YOUTH BOOKS							
ACCOUNT TOTAL							3,104.07	.00	3,104.07
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS									
2157		12/21 AP		06/23/21	0396022	CENGAGE LEARNING INC	258.91		07/30/21
		LARGE PRINT BOOKS							
93		02/22 AP		07/20/21	0396018	BAKER & TAYLOR BOOKS	86.98		07/30/21
		LARGE PRINT BOOKS							
93		02/22 AP		07/19/21	0396018	BAKER & TAYLOR BOOKS	16.80		07/30/21
		LARGE PRINT BOOKS							
52		02/22 AP		07/15/21	0396018	BAKER & TAYLOR BOOKS	47.92		07/30/21
		LARGE PRINT BOOKS							
52		02/22 AP		07/13/21	0396018	BAKER & TAYLOR BOOKS	31.12		07/30/21
		LARGE PRINT BOOKS							
93		02/22 AP		07/13/21	0396022	CENGAGE LEARNING INC	22.39		07/30/21
		LARGE PRINT BOOKS							
52		02/22 AP		07/12/21	0396018	BAKER & TAYLOR BOOKS	29.98		07/30/21
		LARGE PRINT BOOKS							
52		02/22 AP		07/09/21	0396022	CENGAGE LEARNING INC	28.79		07/30/21
		LARGE PRINT BOOKS							
52		02/22 AP		07/08/21	0396022	CENGAGE LEARNING INC	26.59		07/30/21
		LARGE PRINT BOOKS							
52		02/22 AP		07/07/21	0396022	CENGAGE LEARNING INC	25.89		07/30/21
		LARGE PRINT BOOKS							
52		02/22 AP		07/01/21	0396023	CENTER POINT LARGE PRINT	46.74		07/30/21
		LARGE PRINT BOOKS							
ACCOUNT TOTAL							622.11	.00	622.11
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
2157		12/21 AP		06/29/21	0396018	BAKER & TAYLOR BOOKS	24.74		07/30/21
		ADULT CD BOOKS							
2157		12/21 AP		06/28/21	0396018	BAKER & TAYLOR BOOKS	21.99		07/30/21
		ADULT CD BOOKS							
93		02/22 AP		07/22/21	0396018	BAKER & TAYLOR BOOKS	10.99		07/30/21
		ADULT CD BOOKS							
93		02/22 AP		07/20/21	0396018	BAKER & TAYLOR BOOKS	41.19		07/30/21
		ADULT CD BOOKS							
93		02/22 AP		07/20/21	0396019	BAKER & TAYLOR ENTERTAINMENT	7.34		07/30/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO						continued				
	93			02/22	AP 07/16/21 0396028	FINDAWAY WORLD LLC	311.20			07/30/21
	52			02/22	AP 07/12/21 0396018	BAKER & TAYLOR BOOKS	21.99			07/30/21
	52			02/22	AP 07/08/21 0396028	FINDAWAY WORLD LLC	58.49			07/30/21
	52			02/22	AP 07/06/21 0396018	BAKER & TAYLOR BOOKS	16.49			07/30/21
	52			02/22	AP 07/01/21 0396018	BAKER & TAYLOR BOOKS	19.24			07/30/21
	52			02/22	AP 06/30/21 0396028	FINDAWAY WORLD LLC	159.22			07/30/21
						ACCOUNT TOTAL	692.88	.00		692.88
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
	2157			12/21	AP 06/25/21 0396019	BAKER & TAYLOR ENTERTAINMENT	8.66			07/30/21
	2157			12/21	AP 06/25/21 0396019	BAKER & TAYLOR ENTERTAINMENT	65.85			07/30/21
	93			02/22	AP 07/21/21 0396019	BAKER & TAYLOR ENTERTAINMENT	25.34			07/30/21
	93			02/22	AP 07/20/21 0396019	BAKER & TAYLOR ENTERTAINMENT	10.87			07/30/21
	93			02/22	AP 07/20/21 0396019	BAKER & TAYLOR ENTERTAINMENT	104.32			07/30/21
	93			02/22	AP 07/19/21 0396019	BAKER & TAYLOR ENTERTAINMENT	181.87			07/30/21
	52			02/22	AP 07/14/21 0396019	BAKER & TAYLOR ENTERTAINMENT	51.46			07/30/21
	52			02/22	AP 07/13/21 0396019	BAKER & TAYLOR ENTERTAINMENT	21.74			07/30/21
	52			02/22	AP 07/13/21 0396019	BAKER & TAYLOR ENTERTAINMENT	144.19			07/30/21
	52			02/22	AP 07/09/21 0396019	BAKER & TAYLOR ENTERTAINMENT	28.98			07/30/21
	52			02/22	AP 07/07/21 0396019	BAKER & TAYLOR ENTERTAINMENT	72.48			07/30/21
	52			02/22	AP 06/30/21 0396019	BAKER & TAYLOR ENTERTAINMENT	45.61			07/30/21
	52			02/22	AP 06/29/21 0396019	BAKER & TAYLOR ENTERTAINMENT	27.54			07/30/21
	52			02/22	AP 05/13/21 0396019	BAKER & TAYLOR ENTERTAINMENT	48.52			07/30/21
	52			02/22	AP 03/10/21 0396019	BAKER & TAYLOR ENTERTAINMENT	21.74			07/30/21
						ACCOUNT TOTAL	859.17	.00		859.17

GROUP	PO	ACCTG	----TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
2157		12/21	AP	06/28/21	0396030	INGRAM ENTERTAINMENT INC.	46.99		07/30/21
						ADULT VIDEO GAMES			
2157		12/21	AP	06/25/21	0396030	INGRAM ENTERTAINMENT INC.	40.24		07/30/21
						ADULT VIDEO GAMES			
2157		12/21	AP	06/25/21	0396030	INGRAM ENTERTAINMENT INC.	120.72		07/30/21
						YOUNG ADULT VIDEO GAMES			
93		02/22	AP	07/23/21	0396027	EBSCO INFORMATION SERVICES	5,450.00		07/30/21
						EBSCO DATABASE PACKAGE			
						08/01/21-07/31/22			
52		02/22	AP	07/14/21	0396030	INGRAM ENTERTAINMENT INC.	126.98		07/30/21
						YOUNG ADULT VIDEO GAMES			
52		02/22	AP	07/07/21	0396030	INGRAM ENTERTAINMENT INC.	66.99		07/30/21
						YOUNG ADULT VIDEO GAMES			
52		02/22	AP	07/01/21	0396030	INGRAM ENTERTAINMENT INC.	56.99		07/30/21
						YOUNG ADULT VIDEO GAMES			
52		02/22	AP	07/01/21	0396039	PROQUEST, LLC	3,000.00		07/30/21
						NEWSPAPERS.COM-IOWA SUB.			
						07/01/21-06/30/22			
52		02/22	AP	07/01/21	0396039	PROQUEST, LLC	1,109.72		07/30/21
						AF AM HERITAGE DATABASE			
						07/01/2021-06/30/2022			
52		02/22	AP	07/01/21	0396039	PROQUEST, LLC	2,388.17		07/30/21
						ANCESTRY HERITAGE QUEST			
						07/01/2021-06/30/2022			
						ACCOUNT TOTAL	12,406.80	.00	12,406.80
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO									
52		02/22	AP	07/12/21	0396018	BAKER & TAYLOR BOOKS	37.99		07/30/21
						YOUTH CD BOOKS			
52		02/22	AP	07/07/21	0396018	BAKER & TAYLOR BOOKS	19.24		07/30/21
						YOUTH CD BOOKS			
52		02/22	AP	07/06/21	0396018	BAKER & TAYLOR BOOKS	19.24		07/30/21
						YOUTH CD BOOKS			
						ACCOUNT TOTAL	76.47	.00	76.47
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO									
93		02/22	AP	07/22/21	0396033	MIDWEST TAPE, LLC	71.97		07/30/21
						YOUTH VIDEOS			
52		02/22	AP	07/09/21	0396033	MIDWEST TAPE, LLC	162.68		07/30/21
						YOUTH VIDEOS			
						ACCOUNT TOTAL	234.65	.00	234.65
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO									
52		02/22	AP	07/06/21	0396018	BAKER & TAYLOR BOOKS	21.99		07/30/21
						YOUNG ADULT CD BOOKS			
						ACCOUNT TOTAL	21.99	.00	21.99

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION---	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-1061-423.89-42				MISCELLANEOUS SERVICES / ADULT E-MATERIALS							
2157		12/21 AP	06/30/21	0396037			OVERDRIVE, INC.	889.41			07/30/21
				ADULT E-BOOKS							
2157		12/21 AP	06/28/21	0396037			OVERDRIVE, INC.	490.94			07/30/21
				ADULT E-BOOKS							
52		02/22 AP	07/15/21	0396037			OVERDRIVE, INC.	508.69			07/30/21
				ADULT E-BOOKS							
52		02/22 AP	07/09/21	0396032			LIBRARY IDEAS, LLC	8,569.00			07/30/21
				FREEGAL MUSIC & STREAMING			SUB 7/9/21-7/8/22				
52		02/22 AP	07/09/21	0396037			OVERDRIVE, INC.	177.48			07/30/21
				ADULT E-BOOKS							
				ACCOUNT TOTAL				10,635.52	.00		10,635.52
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS											
2157		12/21 AP	06/30/21	0396037			OVERDRIVE, INC.	35.00			07/30/21
				YOUTH E-BOOKS							
52		02/22 AP	07/06/21	0396037			OVERDRIVE, INC.	833.25			07/30/21
				YOUTH E-BOOKS							
				ACCOUNT TOTAL				868.25	.00		868.25
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE											
2198		12/21 AP	06/29/21	0396005			IOWA ARTS COUNCIL	1,195.00			07/30/21
				GRANT#202107-9692 UNSPENT			FUNDS-RETURN UNUSED				
				ACCOUNT TOTAL				1,195.00	.00		1,195.00
101-1199-421.31-11 HUMAN DEVELOPMENT GRANTS / CULTURAL-VNDR COMMISSIONS											
2198		12/21 AP	06/30/21	0396006			SCHMIDT, LORI	70.00			07/30/21
				RMB: ARTWORK SOLD			"MIST"				
151		01/22 AP	07/26/21	0396004			FRIENDS OF THE HEARST	42.16			07/30/21
				MEMBERSHIP & NUHN CARDS			CHARGED ON CITY MERCH.#				
151		01/22 AP	07/09/21	0396001			BOYER, MARION	35.00			07/30/21
				RMB: ARTWORK SOLD			FISHING BUDS SCULPTURE				
				ACCOUNT TOTAL				147.16	.00		147.16
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES											
171		02/22 AP	08/02/21	0396008			BLACK HAWK CO.RECORDER	7.00			08/03/21
				RCD:LIEN RELEASE			PORTER-234 CLARK DRIVE				
171		02/22 AP	08/02/21	0396008			BLACK HAWK CO.RECORDER	7.00			08/03/21
				RCD:LIEN RELEASE			WELLS-2610 VALLEY PARK DR				
				ACCOUNT TOTAL				14.00	.00		14.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY				
2198		12/21	AP	07/09/21	0396003	CEDAR FALLS UTILITIES	244.55			07/30/21
						UTILITIES THRU 07/09/21				
2141		12/21	AP	07/02/21	0005707	PROFESSIONAL SOLUTIONS	115.98			07/28/21
						JUNE CREDIT CARD FEES				
						ACCOUNT TOTAL	360.53	.00		360.53
101-2235-412.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
2141		12/21	AP	07/02/21	0005710	PROFESSIONAL SOLUTIONS	1,078.49			07/28/21
						JUNE CREDIT CARD FEES				
2141		12/21	AP	07/02/21	0005711	PROFESSIONAL SOLUTIONS	555.98			07/28/21
						JUNE CREDIT CARD FEES				
						ACCOUNT TOTAL	1,634.47	.00		1,634.47
101-2253-423.85-01						UTILITIES / UTILITIES				
2198		12/21	AP	07/09/21	0396003	CEDAR FALLS UTILITIES	5,838.95			07/30/21
						UTILITIES THRU 07/09/21				
						ACCOUNT TOTAL	5,838.95	.00		5,838.95
101-2253-423.85-05						UTILITIES / THE FALLS POOL UTILITIES				
2198		12/21	AP	07/09/21	0396003	CEDAR FALLS UTILITIES	16,662.97			07/30/21
						UTILITIES THRU 07/09/21				
						ACCOUNT TOTAL	16,662.97	.00		16,662.97
101-2253-423.89-04						MISCELLANEOUS SERVICES / SALES TAX				
2141		12/21	AP	07/09/21	0005695	IOWA DEPT.OF REVENUE	9,733.15			07/28/21
						SEMI MONTHLY SALES TAX				
31		01/22	AP	07/23/21	0005725	IOWA DEPT.OF REVENUE	1,512.92			08/03/21
						SEMI-MONTHLY SALES TAX				
						ACCOUNT TOTAL	11,246.07	.00		11,246.07
101-2253-423.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
2141		12/21	AP	07/07/21	0005691	COMMUNITY BANKERS MERCHANT SV	240.31			07/28/21
						JUNE CREDIT CARD FEES				
2203		12/21	AP	07/07/21	0005738	VANTIV INTEGRATED PAYMENT SOL	50.00			08/04/21
						GATEWAY FEES				
2141		12/21	AP	07/02/21	0005700	PROFESSIONAL SOLUTIONS	2,566.01			07/28/21
						JUNE CREDIT CARD FEES				
2141		12/21	AP	07/02/21	0005701	PROFESSIONAL SOLUTIONS	656.86			07/28/21
						JUNE CREDIT CARD FEES				

PREPARED 08/10/2021, 9:24:23
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
 ACCOUNTING PERIOD 12/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES						continued			
2141		12/21 AP		07/02/21	0005702	PROFESSIONAL SOLUTIONS JUNE CREDIT CARD FEES	1,875.69		07/28/21
ACCOUNT TOTAL							5,388.87	.00	5,388.87
101-2280-423.85-01 UTILITIES / UTILITIES									
2198		12/21 AP		07/09/21	0396003	CEDAR FALLS UTILITIES UTILITIES THRU 07/09/21	1,050.77		07/30/21
ACCOUNT TOTAL							1,050.77	.00	1,050.77
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
194		02/22 AP		08/02/21	0396044	JAMIE BRIMMER REFUND-SECURITY DEPOSIT	250.00		08/05/21
ACCOUNT TOTAL							250.00	.00	250.00
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
2141		12/21 AP		07/07/21	0005691	COMMUNITY BANKERS MERCHANT SV JUNE CREDIT CARD FEES	11.18		07/28/21
2141		12/21 AP		07/02/21	0005708	PROFESSIONAL SOLUTIONS JUNE CREDIT CARD FEES	136.19		07/28/21
ACCOUNT TOTAL							147.37	.00	147.37
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2141		12/21 AP		07/16/21	0005697	ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	30.00		07/28/21
2141		12/21 AP		07/16/21	0005697	ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	80.00		07/28/21
ACCOUNT TOTAL							110.00	.00	110.00
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2198		12/21 AP		07/09/21	0396003	CEDAR FALLS UTILITIES UTILITIES THRU 07/09/21	70.27		07/30/21
2141		12/21 AP		07/02/21	0005706	PROFESSIONAL SOLUTIONS JUNE CREDIT CARD FEES	101.84		07/28/21
ACCOUNT TOTAL							172.11	.00	172.11
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
171		02/22 AP		07/22/21	0396012	MADSEN, BRANDEN	147.79		08/03/21

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) continued									
						RMB:TRVL-LESS LETHAL SCH. JOHNSTON			
171		02/22 AP		07/20/21	0396014	SULLIVAN, MADDIE	36.14		08/03/21
						RMB:MEALS-FIREARMS TRNG. RAYMOND			
171		02/22 AP		07/20/21	0396015	ZIKUDA, HANNA	24.76		08/03/21
						RMB:MEALS-FIREARMS TRNG. RAYMOND			
171		02/22 AP		07/15/21	0396010	KLANG, LUKE	9.93		08/03/21
						RMB:MEALS-FIREARMS TRNG. RAYMOND			
ACCOUNT TOTAL							218.62	.00	218.62
101-5521-415.89-43 MISCELLANEOUS SERVICES / BUY MONEY									
171		02/22 AP		07/21/21	0396013	PETTY CASH	1,000.00		08/03/21
						BUY MONEY			
ACCOUNT TOTAL							1,000.00	.00	1,000.00
101-6613-433.85-01 UTILITIES / UTILITIES									
2198		12/21 AP		07/09/21	0396003	CEDAR FALLS UTILITIES	434.84		07/30/21
						UTILITIES THRU 07/09/21			
ACCOUNT TOTAL							434.84	.00	434.84
101-6616-446.85-01 UTILITIES / UTILITIES									
2198		12/21 AP		07/09/21	0396003	CEDAR FALLS UTILITIES	3,247.56		07/30/21
						UTILITIES THRU 07/09/21			
ACCOUNT TOTAL							3,247.56	.00	3,247.56
101-6623-423.85-01 UTILITIES / UTILITIES									
2198		12/21 AP		07/09/21	0396003	CEDAR FALLS UTILITIES	313.25		07/30/21
						UTILITIES THRU 07/09/21			
ACCOUNT TOTAL							313.25	.00	313.25
101-6633-423.85-01 UTILITIES / UTILITIES									
2198		12/21 AP		07/09/21	0396003	CEDAR FALLS UTILITIES	1,312.26		07/30/21
						UTILITIES THRU 07/09/21			
ACCOUNT TOTAL							1,312.26	.00	1,312.26
FUND TOTAL							110,472.88	.00	110,472.88

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL									
2198		12/21	AP	07/09/21	0396003	CEDAR FALLS UTILITIES	153.93		07/30/21
						UTILITIES THRU 07/09/21			
ACCOUNT TOTAL							153.93	.00	153.93
206-6637-436.85-01 UTILITIES / UTILITIES									
2198		12/21	AP	07/09/21	0396003	CEDAR FALLS UTILITIES	226.47		07/30/21
						UTILITIES THRU 07/09/21			
ACCOUNT TOTAL							226.47	.00	226.47
206-6647-436.85-01 UTILITIES / UTILITIES									
2198		12/21	AP	07/09/21	0396003	CEDAR FALLS UTILITIES	703.75		07/30/21
						UTILITIES THRU 07/09/21			
ACCOUNT TOTAL							703.75	.00	703.75
FUND TOTAL							1,084.15	.00	1,084.15
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									
154		02/22	AP	08/01/21	0037745	BAUCH, JAMES C	421.00		07/30/21
						HAP_Prior D 082021			
154		02/22	AP	08/01/21	0037799	RINNELS, DOUGLAS G.	253.00		07/30/21
						HAP_Wierck L 082021			
154		02/22	AP	08/01/21	0037750	CHESTNUT, SHAWN	502.00		07/30/21
						HAP_Chestnut N 082021			
154		02/22	AP	08/01/21	0037811	WEVERINK, TOM	503.00		07/30/21
						HAP_Stewart J 082021			
154		02/22	AP	08/01/21	0037811	WEVERINK, TOM	1,150.00		07/30/21
						HAP_Archer A 082021			
154		02/22	AP	08/01/21	0037763	EXCEPTIONAL PERSONS, INC.	433.00		07/30/21
						HAP_Blake M 082021			
154		02/22	AP	08/01/21	0037763	EXCEPTIONAL PERSONS, INC.	196.00		07/30/21
						HAP_Houdek C 082021			
154		02/22	AP	08/01/21	0037763	EXCEPTIONAL PERSONS, INC.	320.00		07/30/21
						HAP_Poldberg J 082021			
154		02/22	AP	08/01/21	0037763	EXCEPTIONAL PERSONS, INC.	388.00		07/30/21
						HAP_Nissen A 082021			
154		02/22	AP	08/01/21	0037763	EXCEPTIONAL PERSONS, INC.	424.00		07/30/21
						HAP_Myers J 082021			
154		02/22	AP	08/01/21	0037763	EXCEPTIONAL PERSONS, INC.	200.00		07/30/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
HAP Anderson B 082021										
154		02/22 AP		08/01/21	0037771	GOLD FALLS VILLA	474.00			07/30/21
HAP Shuman J 082021										
154		02/22 AP		08/01/21	0037771	GOLD FALLS VILLA	416.00			07/30/21
HAP Jenkins D 082021										
154		02/22 AP		08/01/21	0037765	FORTSCH, ALEX E.	989.00			07/30/21
HAP Guzzle T 082021										
154		02/22 AP		08/01/21	0037810	WEVERINK, RANDY	725.00			07/30/21
HAP Archer D 082021										
154		02/22 AP		08/01/21	0037767	GEELAN, JOSEPH N.	369.00			07/30/21
HAP Juhl A 082021										
154		02/22 AP		08/01/21	0037767	GEELAN, JOSEPH N.	368.00			07/30/21
HAP Becker T 082021										
154		02/22 AP		08/01/21	0037792	MERSHON, MARK E.	420.00			07/30/21
HAP Holden K 082021										
154		02/22 AP		08/01/21	0037752	CLARK ENTERPRISES LLC	480.00			07/30/21
HAP Hord B 082021										
154		02/22 AP		08/01/21	0037752	CLARK ENTERPRISES LLC	181.00			07/30/21
HAP Bachman K 082021										
154		02/22 AP		08/01/21	0037752	CLARK ENTERPRISES LLC	465.00			07/30/21
HAP Galvez Munguia 082021										
154		02/22 AP		08/01/21	0037743	BARTELT PROPERTIES L.C.	1,100.00			07/30/21
HAP Avino G 082021										
154		02/22 AP		08/01/21	0037743	BARTELT PROPERTIES L.C.	558.00			07/30/21
HAP Woodward C 082021										
154		02/22 AP		08/01/21	0037760	EDGE MANAGEMENT GROUP, LLC	850.00			07/30/21
HAP Young C 082021										
154		02/22 AP		08/01/21	0037760	EDGE MANAGEMENT GROUP, LLC	1,142.00			07/30/21
HAP Gibson T 082021										
154		02/22 AP		08/01/21	0037755	COOK CO.HOUSING AUTHORITY	184.00			07/30/21
HAP Goldstein K 082021										
154		02/22 AP		08/01/21	0037797	PURDY PROPERTIES, LLC	710.00			07/30/21
HAP Schmidt D 082021										
154		02/22 AP		08/01/21	0037797	PURDY PROPERTIES, LLC	896.00			07/30/21
HAP Cummings A 082021										
154		02/22 AP		08/01/21	0037797	PURDY PROPERTIES, LLC	922.00			07/30/21
HAP Leiss L 082021										
154		02/22 AP		08/01/21	0037758	D & J PROPERTIES	303.00			07/30/21
HAP Bell M 082021										
154		02/22 AP		08/01/21	0037758	D & J PROPERTIES	668.00			07/30/21
HAP Redd S 082021										
154		02/22 AP		08/01/21	0037758	D & J PROPERTIES	509.00			07/30/21
HAP Grant F 082021										
154		02/22 AP		08/01/21	0037758	D & J PROPERTIES	314.00			07/30/21
HAP Rogers S 082021										
154		02/22 AP		08/01/21	0037758	D & J PROPERTIES	685.00			07/30/21
HAP Keys A 082021										
154		02/22 AP		08/01/21	0037758	D & J PROPERTIES	1,000.00			07/30/21
HAP Terry M 082021										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
154		02/22 AP		08/01/21	0037757	CV PROPERTIES, LLC	509.00			07/30/21
		HAP Langel A 082021								
154		02/22 AP		08/01/21	0037757	CV PROPERTIES, LLC	387.00			07/30/21
		HAP Barr G 082021								
154		02/22 AP		08/01/21	0037803	STANDARD FAMILY ASSIST.LIVING	221.00			07/30/21
		HAP Refshauge T 082021								
154		02/22 AP		08/01/21	0037748	CEDAR APARTMENTS LLC	409.00			07/30/21
		HAP Becerra C 082021								
154		02/22 AP		08/01/21	0037748	CEDAR APARTMENTS LLC	158.00			07/30/21
		HAP Groskurth D 082021								
154		02/22 AP		08/01/21	0037775	HAUS TO HOME INVESTMENTS	285.00			07/30/21
		HAP Lehr B 082021								
154		02/22 AP		08/01/21	0037786	KYLER, DEBRA K.	302.00			07/30/21
		HAP Mussman C 082021								
154		02/22 AP		08/01/21	0037801	SCHUERMAN PROPERTIES, LLC	895.00			07/30/21
		HAP Boehmer R 082021								
154		02/22 AP		08/01/21	0037801	SCHUERMAN PROPERTIES, LLC	583.00			07/30/21
		HAP Blake R 082021								
154		02/22 AP		08/01/21	0037801	SCHUERMAN PROPERTIES, LLC	1,000.00			07/30/21
		HAP Jurries P 082021								
154		02/22 AP		08/01/21	0037805	SWEETING, LARRY	753.00			07/30/21
		HAP Schumacher D 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	211.00			07/30/21
		HAP Vognsen P 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	390.00			07/30/21
		HAP Toms L 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	402.00			07/30/21
		HAP Good S 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	263.00			07/30/21
		HAP Ford M 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	491.00			07/30/21
		HAP Henning S 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	444.00			07/30/21
		HAP Turner S 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	236.00			07/30/21
		HAP Martin H 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	435.00			07/30/21
		HAP Strickland L 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	212.00			07/30/21
		HAP Matthias L 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	405.00			07/30/21
		HAP Lebahn B 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	479.00			07/30/21
		HAP Hoth P 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	448.00			07/30/21
		HAP Stegen R 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	227.00			07/30/21
		HAP Stock M 082021								
154		02/22 AP		08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	495.00			07/30/21

GROUP NBR	PO NBR	ACCTG PER.	----	TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
			CD	DATE	NUMBER				----
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED									
continued									
					HAP_Howe J 082021				
154		02/22	AP	08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	236.00		07/30/21
					HAP_Wray M 082021				
154		02/22	AP	08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	223.00		07/30/21
					HAP_Schlueter J 082021				
154		02/22	AP	08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	394.00		07/30/21
					HAP_Hayden J 082021				
154		02/22	AP	08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	134.00		07/30/21
					HAP_Brown J 082021				
154		02/22	AP	08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	150.00		07/30/21
					HAP_Youngberg L 082021				
154		02/22	AP	08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	458.00		07/30/21
					HAP_Shelton S 082021				
154		02/22	AP	08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	414.00		07/30/21
					HAP_Greene L 082021				
154		02/22	AP	08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	218.00		07/30/21
					HAP_Lenz J 082021				
154		02/22	AP	08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	171.00		07/30/21
					HAP_Garvis C 082021				
154		02/22	AP	08/01/21	0037807	THUNDER RIDGE SR.APARTMENTS L	257.00		07/30/21
					HAP_Stevens R 082021				
154		02/22	AP	08/01/21	0037770	GLENN, MATTHEW	300.00		07/30/21
					HAP_Clayton R 082021				
154		02/22	AP	08/01/21	0037808	VILLAGE I AT NINE23 APARTMENT	400.00		07/30/21
					HAP_Aswegan S 082021				
154		02/22	AP	08/01/21	0037808	VILLAGE I AT NINE23 APARTMENT	366.00		07/30/21
					HAP_Cameron J 082021				
154		02/22	AP	08/01/21	0037808	VILLAGE I AT NINE23 APARTMENT	610.00		07/30/21
					HAP_Clark T 082021				
154		02/22	AP	08/01/21	0037808	VILLAGE I AT NINE23 APARTMENT	428.00		07/30/21
					HAP_Brandt D 082021				
154		02/22	AP	08/01/21	0037808	VILLAGE I AT NINE23 APARTMENT	327.00		07/30/21
					HAP_Greene D 082021				
154		02/22	AP	08/01/21	0037808	VILLAGE I AT NINE23 APARTMENT	428.00		07/30/21
					HAP_Moore D 082021				
154		02/22	AP	08/01/21	0037808	VILLAGE I AT NINE23 APARTMENT	155.00		07/30/21
					HAP_Dixon S 082021				
154		02/22	AP	08/01/21	0037808	VILLAGE I AT NINE23 APARTMENT	678.00		07/30/21
					HAP_Harper S 082021				
154		02/22	AP	08/01/21	0037808	VILLAGE I AT NINE23 APARTMENT	216.00		07/30/21
					HAP_Bradley J 082021				
154		02/22	AP	08/01/21	0037808	VILLAGE I AT NINE23 APARTMENT	276.00		07/30/21
					HAP_Porter J 082021				
154		02/22	AP	08/01/21	0037808	VILLAGE I AT NINE23 APARTMENT	237.00		07/30/21
					HAP_Havlik C 082021				
154		02/22	AP	08/01/21	0037808	VILLAGE I AT NINE23 APARTMENT	680.00		07/30/21
					HAP_Henderson D 082021				
154		02/22	AP	08/01/21	0037808	VILLAGE I AT NINE23 APARTMENT	258.00		07/30/21
					HAP_Aswegan J 082021				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION---	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND											
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued											
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	422.00			07/30/21
		HAP Temple S 082021									
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	428.00			07/30/21
		HAP Gordon Jr. T 082021									
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	500.00			07/30/21
		HAP Smith T 082021									
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	237.00			07/30/21
		HAP Vaughn S 082021									
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	469.00			07/30/21
		HAP Nelson B 082021									
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	435.00			07/30/21
		HAP Redd A 082021									
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	287.00			07/30/21
		HAP Ford D 082021									
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	116.00			07/30/21
		HAP Duesenberg J 082021									
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	599.00			07/30/21
		HAP Fry S 082021									
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	529.00			07/30/21
		HAP Ambrose A 082021									
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	425.00			07/30/21
		HAP Smith W 082021									
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	503.00			07/30/21
		HAP Prior L 082021									
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	486.00			07/30/21
		HAP Swartley J 082021									
154		02/22 AP		08/01/21	0037808		VILLAGE I AT NINE23 APARTMENT	579.00			07/30/21
		HAP Ducharme T 082021									
154		02/22 AP		08/01/21	0037749		CEDAR FALLS UTILITIES-SEC.8	46.00			07/30/21
		Boehmer 0827605626									
154		02/22 AP		08/01/21	0037749		CEDAR FALLS UTILITIES-SEC.8	47.00			07/30/21
		Young 1995063175									
154		02/22 AP		08/01/21	0037749		CEDAR FALLS UTILITIES-SEC.8	22.00			07/30/21
		Henderson 9651433829									
154		02/22 AP		08/01/21	0037749		CEDAR FALLS UTILITIES-SEC.8	171.00			07/30/21
		Archer 7038175862									
154		02/22 AP		08/01/21	0037749		CEDAR FALLS UTILITIES-SEC.8	91.00			07/30/21
		Jurries 7681775462									
154		02/22 AP		08/01/21	0037749		CEDAR FALLS UTILITIES-SEC.8	110.00			07/30/21
		Atkins 1050264405									
154		02/22 AP		08/01/21	0037749		CEDAR FALLS UTILITIES-SEC.8	273.00			07/30/21
		Carlyle 7760305177									
154		02/22 AP		08/01/21	0037749		CEDAR FALLS UTILITIES-SEC.8	95.00			07/30/21
		Larronda 9383930065									
154		02/22 AP		08/01/21	0037749		CEDAR FALLS UTILITIES-SEC.8	65.00			07/30/21
		Archer 9095290344									
154		02/22 AP		08/01/21	0037749		CEDAR FALLS UTILITIES-SEC.8	38.00			07/30/21
		Gilmore 7082884787									
154		02/22 AP		08/01/21	0037749		CEDAR FALLS UTILITIES-SEC.8	28.00			07/30/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
						Mullins 9837918987				
154		02/22 AP		08/01/21	0037749	CEDAR FALLS UTILITIES-SEC.8	4.00			07/30/21
						Avino 591464234				
154		02/22 AP		08/01/21	0037749	CEDAR FALLS UTILITIES-SEC.8	124.00			07/30/21
						Ross 3100498948				
154		02/22 AP		08/01/21	0037749	CEDAR FALLS UTILITIES-SEC.8	37.00			07/30/21
						Rule 9816666531				
154		02/22 AP		08/01/21	0037749	CEDAR FALLS UTILITIES-SEC.8	78.00			07/30/21
						BALM 4535924167				
154		02/22 AP		08/01/21	0037749	CEDAR FALLS UTILITIES-SEC.8	148.00			07/30/21
						Keys 7930305447				
154		02/22 AP		08/01/21	0037749	CEDAR FALLS UTILITIES-SEC.8	8.00			07/30/21
						Apfel 1736362486				
154		02/22 AP		08/01/21	0037749	CEDAR FALLS UTILITIES-SEC.8	154.00			07/30/21
						Bracelly 9823574708				
154		02/22 AP		08/01/21	0037749	CEDAR FALLS UTILITIES-SEC.8	147.00			07/30/21
						Terry 3637922939				
154		02/22 AP		08/01/21	0037789	MALBEC PROPERTIES, LLC	453.00			07/30/21
						HAP_Bakel P 082021				
154		02/22 AP		08/01/21	0037789	MALBEC PROPERTIES, LLC	414.00			07/30/21
						HAP_Graves D 082021				
154		02/22 AP		08/01/21	0037789	MALBEC PROPERTIES, LLC	379.00			07/30/21
						HAP_Himes G 082021				
154		02/22 AP		08/01/21	0037789	MALBEC PROPERTIES, LLC	426.00			07/30/21
						HAP_Weaver J 082021				
154		02/22 AP		08/01/21	0037789	MALBEC PROPERTIES, LLC	416.00			07/30/21
						HAP_Halterman A 082021				
154		02/22 AP		08/01/21	0037789	MALBEC PROPERTIES, LLC	441.00			07/30/21
						HAP_Hepker D 082021				
154		02/22 AP		08/01/21	0037789	MALBEC PROPERTIES, LLC	224.00			07/30/21
						HAP_Stevens B 082021				
154		02/22 AP		08/01/21	0037751	CHRISTOPHERSON RENTALS	503.00			07/30/21
						HAP_Williams L 082021				
154		02/22 AP		08/01/21	0037751	CHRISTOPHERSON RENTALS	985.00			07/30/21
						HAP_BRINER K 082021				
154		02/22 AP		08/01/21	0037751	CHRISTOPHERSON RENTALS	481.00			07/30/21
						HAP_Hunt M 082021				
154		02/22 AP		08/01/21	0037751	CHRISTOPHERSON RENTALS	646.00			07/30/21
						HAP_Dyer A 082021				
154		02/22 AP		08/01/21	0037751	CHRISTOPHERSON RENTALS	324.00			07/30/21
						HAP_Schwaab A 082021				
154		02/22 AP		08/01/21	0037751	CHRISTOPHERSON RENTALS	691.00			07/30/21
						HAP_Hoffert J 082021				
154		02/22 AP		08/01/21	0037751	CHRISTOPHERSON RENTALS	470.00			07/30/21
						HAP_Gregory L 082021				
154		02/22 AP		08/01/21	0037751	CHRISTOPHERSON RENTALS	596.00			07/30/21
						HAP_Ricks F 082021				
154		02/22 AP		08/01/21	0037751	CHRISTOPHERSON RENTALS	837.00			07/30/21
						HAP_Carlyle T 082021				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
154		02/22 AP		08/01/21	0037751	CHRISTOPHERSON RENTALS	410.00			07/30/21
		HAP_Hall T 082021								
154		02/22 AP		08/01/21	0037751	CHRISTOPHERSON RENTALS	477.00			07/30/21
		HAP_Sumerall T 082021								
154		02/22 AP		08/01/21	0037751	CHRISTOPHERSON RENTALS	215.00			07/30/21
		HAP_Ross Z 082021								
154		02/22 AP		08/01/21	0037791	MELICK, KENT L.	579.00			07/30/21
		HAP_Drewelow D 082021								
154		02/22 AP		08/01/21	0037796	PETERSEN, RANDEL	753.00			07/30/21
		HAP_Brown S 082021								
154		02/22 AP		08/01/21	0037793	MHP 2216 LINCOLN STREET, LLC	438.00			07/30/21
		HAP_Wilder S 082021								
154		02/22 AP		08/01/21	0037793	MHP 2216 LINCOLN STREET, LLC	434.00			07/30/21
		HAP_Cochran S 082021								
154		02/22 AP		08/01/21	0037793	MHP 2216 LINCOLN STREET, LLC	445.00			07/30/21
		HAP_Malone S 082021								
154		02/22 AP		08/01/21	0037793	MHP 2216 LINCOLN STREET, LLC	323.00			07/30/21
		HAP_Jones T 082021								
154		02/22 AP		08/01/21	0037793	MHP 2216 LINCOLN STREET, LLC	550.00			07/30/21
		HAP_Rule S 082021								
154		02/22 AP		08/01/21	0037762	EPM IOWA	738.00			07/30/21
		HAP_Harkrider D 082021								
154		02/22 AP		08/01/21	0037762	EPM IOWA	548.00			07/30/21
		HAP_Thompson T 082021								
154		02/22 AP		08/01/21	0037762	EPM IOWA	887.00			07/30/21
		HAP_Nicholson K 082021								
154		02/22 AP		08/01/21	0037762	EPM IOWA	1,217.00			07/30/21
		HAP_Santiago-Lebro 082021								
154		02/22 AP		08/01/21	0037762	EPM IOWA	394.00			07/30/21
		HAP_Frisch K 082021								
154		02/22 AP		08/01/21	0037759	DC MANAGEMENT, LLC	585.00			07/30/21
		HAP_White M 082021								
154		02/22 AP		08/01/21	0037785	KROEMER, KRAIG	366.00			07/30/21
		HAP_Currie L 082021								
154		02/22 AP		08/01/21	0037788	LEGACY RESIDENTIAL	291.00			07/30/21
		HAP_Jordan L 082021								
154		02/22 AP		08/01/21	0037742	ARENDS INVESTMENTS	637.00			07/30/21
		HAP_Wortham W 082021								
154		02/22 AP		08/01/21	0037794	OWL INVESTMENTS, LLC	503.00			07/30/21
		HAP_Schroeder S 082021								
154		02/22 AP		08/01/21	0037756	CRESCENT CONDOMINIUMS, LLC	430.00			07/30/21
		HAP_Lohr K 082021								
154		02/22 AP		08/01/21	0037774	HARRINGTON'S RENTAL LLC	975.00			07/30/21
		HAP_Larronda E 082021								
154		02/22 AP		08/01/21	0037764	FERNHOLZ, KARI L.	1,041.00			07/30/21
		HAP_Carlton D 082021								
154		02/22 AP		08/01/21	0037800	ROGERS, DERICK	887.00			07/30/21
		HAP_Sherwood J 082021								
154		02/22 AP		08/01/21	0037781	KAI, BRENT	275.00			07/30/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
					HAP_Hamilton T 082021					
154		02/22 AP		08/01/21	0037802	STAND FIRM PROPERTIES LLC	399.00			07/30/21
					HAP_Hodge G 082021					
154		02/22 AP		08/01/21	0037802	STAND FIRM PROPERTIES LLC	485.00			07/30/21
					HAP_Washington V 082021					
154		02/22 AP		08/01/21	0037813	WYMORE, LARRY R.	522.00			07/30/21
					HAP_MOFFETT J 082021					
154		02/22 AP		08/01/21	0037812	WINGSB, LLC	104.00			07/30/21
					HAP_Spiers A 082021					
154		02/22 AP		08/01/21	0037812	WINGSB, LLC	737.00			07/30/21
					HAP_Johnson A 082021					
154		02/22 AP		08/01/21	0037780	JLL EXTENDED STAY INN	298.00			07/30/21
					HAP_Moore E 082021					
154		02/22 AP		08/01/21	0037780	JLL EXTENDED STAY INN	166.00			07/30/21
					HAP_Zanders D 082021					
154		02/22 AP		08/01/21	0037787	LARSEN RENTALS LLC	507.00			07/30/21
					HAP_Boyd J 082021					
154		02/22 AP		08/01/21	0037787	LARSEN RENTALS LLC	507.00			07/30/21
					HAP_Grisby C 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	388.00			07/30/21
					HAP_Lam K 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	211.00			07/30/21
					HAP_Hoodjer S 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	375.00			07/30/21
					HAP_O'Brien N 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	434.00			07/30/21
					HAP_Humphrey E 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	181.00			07/30/21
					HAP_Frazier T 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	319.00			07/30/21
					HAP_Saccento J 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	311.00			07/30/21
					HAP_O'dell J 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	333.00			07/30/21
					HAP_Harmon A 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	430.00			07/30/21
					HAP_Harken G 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	329.00			07/30/21
					HAP_Dzapo S 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	430.00			07/30/21
					HAP_Loffredo C 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	664.00			07/30/21
					HAP_Miller K 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	424.00			07/30/21
					HAP_Haug K 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	479.00			07/30/21
					HAP_Forney A 082021					
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	245.00			07/30/21
					HAP_Lane S 082021					

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	365.00			07/30/21
		HAP Wilson J 082021								
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	223.00			07/30/21
		HAP King D 082021								
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	215.00			07/30/21
		HAP Rogers E 082021								
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	544.00			07/30/21
		HAP Nielsen J 082021								
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	705.00			07/30/21
		HAP Mullins J 082021								
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	423.00			07/30/21
		HAP Cruise B 082021								
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	461.00			07/30/21
		HAP Garrigus S 082021								
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	424.00			07/30/21
		HAP Billman D 082021								
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	575.00			07/30/21
		HAP BALM D 082021								
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	661.00			07/30/21
		HAP Humphrey J 082021								
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	610.00			07/30/21
		HAP Wilson S 082021								
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	500.00			07/30/21
		HAP Reams L 082021								
154		02/22 AP		08/01/21	0037809	VILLAGE II AT NINE23 APARTMEN	439.00			07/30/21
		HAP Wiedow C 082021								
154		02/22 AP		08/01/21	0037782	KLEIN, JULIE	219.00			07/30/21
		HAP Stover A 082021								
154		02/22 AP		08/01/21	0037776	HOUSING AUTHORITY OF JOLIET	999.00			07/30/21
		HAP Wilson Q 082021								
154		02/22 AP		08/01/21	0037776	HOUSING AUTHORITY OF JOLIET	1,960.00			07/30/21
		HAP Payne I 082021								
154		02/22 AP		08/01/21	0037777	HOWARD, BRAD	831.00			07/30/21
		HAP Thrower M 082021								
154		02/22 AP		08/01/21	0037784	KREMER PROPERTIES LLC	492.00			07/30/21
		HAP Mulanax W 082021								
154		02/22 AP		08/01/21	0037768	GEMINI PROPERTIES, LLC	1,085.00			07/30/21
		HAP Gilmore A 082021								
154		02/22 AP		08/01/21	0037783	KRAAYENBRINK, RANDY L.	1,080.00			07/30/21
		HAP Ewing J 082021								
154		02/22 AP		08/01/21	0037783	KRAAYENBRINK, RANDY L.	715.00			07/30/21
		HAP Maltas M 082021								
154		02/22 AP		08/01/21	0037773	HALVERSON, RHIANA	1,200.00			07/30/21
		HAP Atkins T 082021								
154		02/22 AP		08/01/21	0037753	CMY PROPERTIES, LLC	1,373.00			07/30/21
		HAP Garcia K 082021								
154		02/22 AP		08/01/21	0037754	CNC INVESTMENTS, LLC	948.00			07/30/21
		HAP Carrillo D 082021								
154		02/22 AP		08/01/21	0037798	R & R RENTAL PROPERTIES, LLC	1,015.00			07/30/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION---- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
						HAP Gordon A 082021				
154		02/22 AP		08/01/21	0037746	BUTLER, MICHAEL	509.00			07/30/21
						HAP Cochran C 082021				
154		02/22 AP		08/01/21	0037778	HUNTER PROPERTY LLC	768.00			07/30/21
						HAP Thompson L 082021				
154		02/22 AP		08/01/21	0037772	HAGEDORN, JEREMIAH	778.00			07/30/21
						HAP Gottfried L 082021				
154		02/22 AP		08/01/21	0037804	SUNRISE PROPERTIES LLC	609.00			07/30/21
						HAP Lake L 082021				
154		02/22 AP		08/01/21	0037795	PAULSON, JAMES	153.00			07/30/21
						HAP Gordon L 082021				
154		02/22 AP		08/01/21	0037795	PAULSON, JAMES	347.00			07/30/21
						HAP Topping R 082021				
154		02/22 AP		08/01/21	0037761	ELMCREST ESTATES, L.C.	436.00			07/30/21
						HAP Davis D 082021				
154		02/22 AP		08/01/21	0037790	MCKERNAN, JAMES M.	587.00			07/30/21
						HAP Buchanan J 082021				
154		02/22 AP		08/01/21	0037790	MCKERNAN, JAMES M.	767.00			07/30/21
						HAP Porter R 082021				
154		02/22 AP		08/01/21	0037766	G P MANAGEMENT LLC	403.00			07/30/21
						HAP Wenzel J 082021				
154		02/22 AP		08/01/21	0037806	T.J.J.C. L.L.C.	282.00			07/30/21
						HAP Dornbrock M 082021				
154		02/22 AP		08/01/21	0037806	T.J.J.C. L.L.C.	222.00			07/30/21
						HAP Hornback K 082021				
154		02/22 AP		08/01/21	0037806	T.J.J.C. L.L.C.	675.00			07/30/21
						HAP Bracelly J 082021				
154		02/22 AP		08/01/21	0037769	GERDES III, BENJAMIN P.	279.00			07/30/21
						HAP Allessi S 082021				
154		02/22 AP		08/01/21	0037769	GERDES III, BENJAMIN P.	596.00			07/30/21
						HAP Sherwood D 082021				
154		02/22 AP		08/01/21	0037769	GERDES III, BENJAMIN P.	638.00			07/30/21
						HAP Beaman D 082021				
154		02/22 AP		08/01/21	0037769	GERDES III, BENJAMIN P.	963.00			07/30/21
						HAP Apfel A 082021				
154		02/22 AP		08/01/21	0037779	J & A PROPERTIES	788.00			07/30/21
						HAP Lowe L 082021				
154		02/22 AP		08/01/21	0037744	BARTELT RENTALS L.C.	475.00			07/30/21
						HAP Luck J 082021				
154		02/22 AP		08/01/21	0037744	BARTELT RENTALS L.C.	850.00			07/30/21
						HAP Woods N 082021				
154		02/22 AP		08/01/21	0037747	C & H HOLDINGS LLC	798.00			07/30/21
						HAP Ross S 082021				
ACCOUNT TOTAL							107,820.00	.00	107,820.00	
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS										
154		02/22 AP		08/01/21	0037755	COOK CO.HOUSING AUTHORITY	34.16			07/30/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS						continued				
					AF_Goldstein K 082021					
154		02/22 AP		08/01/21	0037776	HOUSING AUTHORITY OF JOLIET	37.70			07/30/21
					AF_Wilson Q 082021					
154		02/22 AP		08/01/21	0037776	HOUSING AUTHORITY OF JOLIET	37.70			07/30/21
					AF_Payne I 082021					
ACCOUNT TOTAL							109.56	.00	109.56	
FUND TOTAL							107,929.56	.00	107,929.56	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.88-58 OUTSIDE AGENCIES / OPERATION THRESHOLD										
2205		12/21 AP		07/28/21	0004653	OPERATION THRESHOLD	38,313.39			08/05/21
					CV3 CARES ACT 2ND QUARTER					
					PROJECT#: 022354					
ACCOUNT TOTAL							38,313.39	.00	38,313.39	
FUND 223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT										
136		01/22 AP		07/27/21	0004649	NO BOUNDRY, LLC	3,740.00			07/28/21
					'22 CDBG SIDEWALK INFRAST	PARCEL#6-TEMP.EAS.AGRMT.				
					PROJECT#: 023248					
136		01/22 AP		07/27/21	0004648	DANNY BERREGAARD	699.60			07/28/21
					'22 CDBG SIDEWALK INFRAST	PARCEL#2-TEMP.EAS.AGRMT.				
					PROJECT#: 023248					
136		01/22 AP		07/27/21	0004647	CATHERYN FURNELL	699.60			07/28/21
					'22 CDBG SIDEWALK INFRAST	PARCEL#3-TEMP.EAS.AGRMT.				
					PROJECT#: 023248					
ACCOUNT TOTAL							5,139.20	.00	5,139.20	
FUND TOTAL							43,452.59	.00	43,452.59	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2141		12/21 AP		07/16/21	0005697	ISOLVED BENEFIT SERVICES, INC	.55			07/28/21
					HEALTH INS. REIMBURSEMENT					
ACCOUNT TOTAL							.55	.00	.55	
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued			
2141		12/21 AP		07/02/21	0005707	PROFESSIONAL SOLUTIONS	3.75			07/28/21
						JUNE CREDIT CARD FEES				
						ACCOUNT TOTAL	3.75	.00	3.75	
						FUND TOTAL	4.30	.00	4.30	
FUND 258 PARKING FUND										
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2141		12/21 AP		07/02/21	0005703	PROFESSIONAL SOLUTIONS	213.11			07/28/21
						JUNE CREDIT CARD FEES				
2141		12/21 AP		07/02/21	0005704	PROFESSIONAL SOLUTIONS	84.95			07/28/21
						JUNE CREDIT CARD FEES				
2141		12/21 AP		07/02/21	0005705	PROFESSIONAL SOLUTIONS	84.95			07/28/21
						JUNE CREDIT CARD FEES				
2141		12/21 AP		07/02/21	0005707	PROFESSIONAL SOLUTIONS	18.52			07/28/21
						JUNE CREDIT CARD FEES				
						ACCOUNT TOTAL	401.53	.00	401.53	
						FUND TOTAL	401.53	.00	401.53	
FUND 261 TOURISM & VISITORS										
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										
2141		12/21 AP		07/02/21	0005709	PROFESSIONAL SOLUTIONS	99.45			07/28/21
						JUNE CREDIT CARD FEES				
						ACCOUNT TOTAL	99.45	.00	99.45	
261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX										
2141		12/21 AP		07/09/21	0005695	IOWA DEPT.OF REVENUE	36.69			07/28/21
						SEMI MONTHLY SALES TAX				
						VISITOR & TOURISM				
						ACCOUNT TOTAL	36.69	.00	36.69	
						FUND TOTAL	136.14	.00	136.14	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 262 SENIOR SERVICES & COMM CT										
2158		12/21 AP		07/05/21	0396021	CEDAR FALLS UTILITIES	1,355.99			07/30/21
						COMMUNITY CENTR UTILITIES				
						ACCOUNT TOTAL	1,355.99	.00	1,355.99	
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2158		12/21 AP		06/28/21	0396024	CITY LAUNDERING CO.	8.50			07/30/21
						COMM. CENTER MAT SERVICE				
2158		12/21 AP		05/31/21	0396024	CITY LAUNDERING CO.	8.50			07/30/21
						COMM. CENTER MAT SERVICE				
2158		12/21 AP		05/17/21	0396024	CITY LAUNDERING CO.	8.50			07/30/21
						COMM. CENTER MAT SERVICE				
						ACCOUNT TOTAL	25.50	.00	25.50	
						FUND TOTAL	1,381.49	.00	1,381.49	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
2141		12/21 AP		07/19/21	0005692	EMC RISK SERVICES, LLC	4,571.94			07/28/21
						WORKER COMP-POLICE CLAIM				
						ACCOUNT TOTAL	4,571.94	.00	4,571.94	
						FUND TOTAL	4,571.94	.00	4,571.94	
FUND 293 FIRE RETIREMENT FUND										
2141		12/21 AP		07/19/21	0005692	EMC RISK SERVICES, LLC	1,423.89			07/28/21
						WORKER COMP-FIRE CLAIM				
						ACCOUNT TOTAL	1,423.89	.00	1,423.89	
						FUND TOTAL	1,423.89	.00	1,423.89	
FUND 294 LIBRARY RESERVE										

PREPARED 08/10/2021 9:24:23
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 26
 ACCOUNTING PERIOD 12/2021

Item 31.

GROUP	PO	ACCTG	---TRANSACTION---			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
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 430						2004 TIF BOND		
430-1220-431.98-47						CAPITAL PROJECTS / CYBER LANE		
194		02/22 AP		07/21/21	0396043	BLACK HAWK CO.RECORDER	5.00	08/05/21
		3245-CYBER LANE EXTENSION				TEMP.EASE.-ADD'L PAGE;SID		
PROJECT#:		023245						
194		02/22 AP		07/21/21	0396043	BLACK HAWK CO.RECORDER	5.00	08/05/21
		3245-CYBER LANE EXTENSION				TEMP.EASE.-ADD'L PAGE;CFG		
PROJECT#:		023245						
		ACCOUNT TOTAL					10.00	10.00
		FUND TOTAL					10.00	10.00
FUND 431	2014					BOND		
FUND 432	2003					BOND		
FUND 433	2001					TIF		
FUND 434	2000					BOND		
FUND 435	1999					TIF		
FUND 436	2012					BOND		
FUND 437	2018					BOND		
FUND 438	2020					BOND FUND		
FUND 439	2008					BOND FUND		
FUND 443						CAPITAL PROJECTS		
443-1220-431.94-33						CAPITAL PROJECTS / PROPERTY ACQUISITION		
2198		12/21 AP		07/09/21	0396003	CEDAR FALLS UTILITIES	261.16	07/30/21
		UTILITIES THRU 07/09/21						
		ACCOUNT TOTAL					261.16	261.16
		FUND TOTAL					261.16	261.16
FUND 472						PARKADE RENOVATION		

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
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			
2141						12/21 AP 07/09/21 0005695 IOWA DEPT.OF REVENUE	269.20		07/28/21
						SEMI MONTHLY SALES TAX COMMERCIAL GARBAGE A/R			
						ACCOUNT TOTAL	269.20	.00	269.20
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
2141						12/21 AP 07/02/21 0005707 PROFESSIONAL SOLUTIONS	68.88		07/28/21
						JUNE CREDIT CARD FEES			
2141						12/21 AP 07/02/21 0005698 PROFESSIONAL SOLUTIONS	632.88		07/28/21
						JUNE CREDIT CARD FEES			
						ACCOUNT TOTAL	701.76	.00	701.76
551-6685-436.85-01						UTILITIES / UTILITIES			
2198						12/21 AP 07/09/21 0396003 CEDAR FALLS UTILITIES	1,511.64		07/30/21
						UTILITIES THRU 07/09/21			
						ACCOUNT TOTAL	1,511.64	.00	1,511.64
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN			
210						02/22 AP 07/31/21 0396047 BLACK HAWK CO.LANDFILL	22,050.74		08/09/21
						LANDFILL SRV:7/16-7/31/21			
						ACCOUNT TOTAL	22,050.74	.00	22,050.74
551-6685-436.89-04						MISCELLANEOUS SERVICES / SALES TAX			
2141						12/21 AP 07/09/21 0005695 IOWA DEPT.OF REVENUE	75.59		07/28/21
						SEMI MONTHLY SALES TAX COMMERCIAL GARBAGE			
31						01/22 AP 07/23/21 0005725 IOWA DEPT.OF REVENUE	77.28		08/03/21
						SEMI-MONTHLY SALES TAX COMMERCIAL GARBAGE			
						ACCOUNT TOTAL	152.87	.00	152.87

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
FUND TOTAL							24,686.21	.00	24,686.21	
FUND 552 SEWER RENTAL FUND										
2198		552-6655-436.85-01		12/21	07/09/21 0396003	UTILITIES / UTILITIES CEDAR FALLS UTILITIES	7,058.77			07/30/21
UTILITIES THRU 07/09/21										
ACCOUNT TOTAL							7,058.77	.00	7,058.77	
2141		552-6665-436.64-02		12/21	07/16/21 0005697	INSURANCE / HEALTH INS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	100.00			07/28/21
HEALTH INS. REIMBURSEMENT										
2141		552-6665-436.64-02		12/21	07/16/21 0005697	INSURANCE / HEALTH INS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	65.10			07/28/21
HEALTH INS. REIMBURSEMENT										
2141		552-6665-436.64-02		12/21	07/16/21 0005697	INSURANCE / HEALTH INS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	100.00			07/28/21
HEALTH INS. REIMBURSEMENT										
ACCOUNT TOTAL							265.10	.00	265.10	
210		552-6665-436.86-33		02/22	07/31/21 0396047	REPAIR & MAINTENANCE / SLUDGE REMOVAL BLACK HAWK CO.LANDFILL	43.52			08/09/21
LANDFILL SRV:7/16-7/31/21										
ACCOUNT TOTAL							43.52	.00	43.52	
2141		552-6665-436.89-04		12/21	07/09/21 0005695	MISCELLANEOUS SERVICES / SALES TAX IOWA DEPT.OF REVENUE	8,208.78			07/28/21
SEMI MONTHLY SALES TAX										
31		552-6665-436.89-04		01/22	07/23/21 0005725	MISCELLANEOUS SERVICES / SALES TAX IOWA DEPT.OF REVENUE	1,402.43			08/03/21
SEMI-MONTHLY SALES TAX										
ACCOUNT TOTAL							9,611.21	.00	9,611.21	
FUND TOTAL							16,978.60	.00	16,978.60	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
2141		555-6630-432.64-02		12/21	07/16/21 0005697	INSURANCE / HEALTH INS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	120.20			07/28/21
HEALTH INS. REIMBURSEMENT										
2141		555-6630-432.64-02		12/21	07/16/21 0005697	INSURANCE / HEALTH INS. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC	100.00			07/28/21
HEALTH INS. REIMBURSEMENT										
ACCOUNT TOTAL							220.20	.00	220.20	

GROUP NBR	PO NBR	ACCTG PER	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 555 STORM WATER UTILITY										
555-6630-432.85-01						UTILITIES / UTILITIES				
2198		12/21 AP		07/09/21	0396003	CEDAR FALLS UTILITIES	43.01			07/30/21
						UTILITIES THRU 07/09/21				
						ACCOUNT TOTAL	43.01	0.00	43.01	
						FUND TOTAL	263.21	0.00	263.21	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.81-41						PROFESSIONAL SERVICES / E-GOVERNMENT				
151		01/22 AP		07/07/20	0396002	CARLSON SOFTWARE AND FIELD SO	650.00			07/30/21
						GIS SURVEY SFTWRE.UPGRADE				
						RE-ISSUE CK#394793/134703				
						ACCOUNT TOTAL	650.00	0.00	650.00	
606-1078-441.81-43						PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES				
2197		12/21 AP		07/10/21	0396000	CEDAR FALLS UTILITIES	15.00			07/28/21
						LIBRARY DOMAIN NAME				
						STATIC IP ADDRESS				
						ACCOUNT TOTAL	15.00	0.00	15.00	
606-1078-441.82-10						COMMUNICATION / TELEPHONE HOLDING ACCOUNT				
194		02/22 AP		07/19/21	0396046	VERIZON WIRELESS	1,440.66			08/05/21
						WIRELESS SRV:7/20-8/19/21				
194		02/22 AP		07/06/21	0396045	U.S. CELLULAR	2,713.32			08/05/21
						WIRELESS SRV:7/6-8/5/21				
						ACCOUNT TOTAL	4,153.98	0.00	4,153.98	
606-1078-441.82-30						COMMUNICATION / FIBER OPTICS				
2197		12/21 AP		07/10/21	0396000	CEDAR FALLS UTILITIES	3,320.00			07/28/21
						FIBER POINT:6/11-7/10/21				
						ACCOUNT TOTAL	3,320.00	0.00	3,320.00	
						FUND TOTAL	8,138.98	0.00	8,138.98	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
2204		12/21 AP		08/03/21	0005739	WELLMARK IOWA	7,519.77			08/04/21
2141		12/21 AP		07/16/21	0005697	HEALTH CLAIMS PROCESSING ISOLVED BENEFIT SERVICES, INC	163.91			07/28/21
2141		12/21 AP		07/06/21	0005693	HEALTH INS. REIMBURSEMENT EXPRESS SCRIPTS, INC.	7,383.24			07/28/21
2141		12/21 AP		07/02/21	0005712	RX CLAIMS PROCESSING WELLMARK IOWA	52,175.48			07/28/21
31		01/22 AP		07/30/21	0005737	HEALTH CLAIMS PROCESSING WELLMARK IOWA	40,542.06			08/03/21
31		01/22 AP		07/26/21	0005718	HEALTH CLAIMS PROCESSING EXPRESS SCRIPTS, INC.	13,929.61			08/03/21
31		01/22 AP		07/23/21	0005736	RX CLAIMS PROCESSING WELLMARK IOWA	56,279.71			08/03/21
31		01/22 AP		07/19/21	0005717	HEALTH CLAIMS PROCESSING EXPRESS SCRIPTS, INC.	11,536.54			08/03/21
31		01/22 AP		07/15/21	0005735	RX CLAIMS PROCESSING WELLMARK IOWA	41,227.82			08/03/21
31		01/22 AP		07/12/21	0005716	HEALTH CLAIMS PROCESSING EXPRESS SCRIPTS, INC.	12,157.22			08/03/21
31		01/22 AP		07/09/21	0005734	RX CLAIMS PROCESSING WELLMARK IOWA	41,508.07			08/03/21
						HEALTH CLAIMS PROCESSING				
						ACCOUNT TOTAL	284,423.43	0.00		284,423.43
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
31		01/22 AP		07/01/21	0005715	DELTA DENTAL OF IOWA JULY 2021 DENTAL	7,082.92			08/03/21
						ACCOUNT TOTAL	7,082.92	0.00		7,082.92
						FUND TOTAL	291,506.35	0.00		291,506.35
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
2212		12/21 AP		08/09/21	0396048	REGENOLD, SHARON K. RMB:JUNE 2021 HEALTH SEV.	261.17			08/09/21
						ACCOUNT TOTAL	261.17	0.00		261.17
						FUND TOTAL	261.17	0.00		261.17

ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER, CD	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 682 HEALTH INSURANCE - FIRE								
FUND 685 VEHICLE MAINTENANCE FUND								
FUND 686 PAYROLL FUND								
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES								
31		01/22 AP	07/19/21 0005731	UNITED STATES TREASURY	68,702.36			08/03/21
				FEDERAL WITHHOLDING TAX				
31		01/22 AP	07/06/21 0005730	UNITED STATES TREASURY	64,760.86			08/03/21
				FEDERAL WITHHOLDING TAX				
ACCOUNT TOTAL					133,463.22	.00	133,463.22	
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING								
31		01/22 AP	07/19/21 0005726	IOWA DEPT.OF REVENUE	29,282.50			08/03/21
				STATE WITHHOLDING TAX				
31		01/22 AP	07/02/21 0005724	IOWA DEPT.OF REVENUE	27,468.90			08/03/21
				STATE WITHHOLDING TAX				
ACCOUNT TOTAL					56,751.40	.00	56,751.40	
686-0000-222.03-00 PAYROLL LIABILITY / FICA								
31		01/22 AP	07/19/21 0005731	UNITED STATES TREASURY	87,928.86			08/03/21
				SS & MQGE/MEDICARE TAX				
31		01/22 AP	07/06/21 0005730	UNITED STATES TREASURY	84,062.86			08/03/21
				SS & MQGE/MEDICARE TAX				
ACCOUNT TOTAL					171,991.72	.00	171,991.72	
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE								
31		01/22 AP	07/30/21 0005729	ISOLVED BENEFIT SERVICES, INC	7,120.08			08/03/21
				CAFETERIA PLAN				
31		01/22 AP	07/28/21 0005733	VOYA FINANCIAL	10,165.00			08/03/21
				EMPLOYEE 457 CONTRIBUTION				
31		01/22 AP	07/19/21 0005714	COLLECTION SERVICES CENTER	653.39			08/03/21
				CHILD SUPPORT PAYMENTS				
31		01/22 AP	07/16/21 0005728	ISOLVED BENEFIT SERVICES, INC	7,170.08			08/03/21
				CAFETERIA PLAN				
31		01/22 AP	07/14/21 0005732	VOYA FINANCIAL	10,165.00			08/03/21
				EMPLOYEE 457 CONTRIBUTION				
31		01/22 AP	07/06/21 0005713	COLLECTION SERVICES CENTER	653.39			08/03/21
				CHILD SUPPORT PAYMENTS				
31		01/22 AP	07/02/21 0005727	ISOLVED BENEFIT SERVICES, INC	7,170.08			08/03/21
				CAFETERIA PLAN				
ACCOUNT TOTAL					43,097.02	.00	43,097.02	
FUND TOTAL					405,303.36	.00	405,303.36	

PREPARED 08/10/2021, 9:24:23
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 32
 ACCOUNTING PERIOD 12/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
2141		12/21	AP	07/19/21	0005692	EMC RISK SERVICES, LLC	225.00			07/28/21
WORKER COMP ADMIN FEES										
2141		12/21	AP	07/19/21	0005692	EMC RISK SERVICES, LLC	4,248.54			07/28/21
WORKER COMP CLAIM										
ACCOUNT TOTAL							4,473.54	.00	4,473.54	
FUND TOTAL							4,473.54	.00	4,473.54	
FUND 688 LTD INSURANCE FUND										
688-1902-457.51-03 INSURANCE / LTD INSURANCE										
171		02/22	AP	08/01/21	0396011	MADISON NATIONAL LIFE INS.CO.	4,063.67			08/03/21
LTD - AUGUST 2021										
ACCOUNT TOTAL							4,063.67	.00	4,063.67	
688-1902-457.51-04 INSURANCE / LIFE INSURANCE										
151		01/22	AP	08/01/21	0396007	STANDARD INSURANCE COMPANY	3,571.59			07/30/21
GROUP LIFE AD/D-AUG'21										
ACCOUNT TOTAL							3,571.59	.00	3,571.59	
FUND TOTAL							7,635.26	.00	7,635.26	
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
2141		12/21	AP	07/19/21	0005692	EMC RISK SERVICES, LLC	1,225.00			07/28/21
LIABILITY ADMIN FEES										
2141		12/21	AP	07/19/21	0005692	EMC RISK SERVICES, LLC	2,426.20			07/28/21
LIABILITY CLAIM										
ACCOUNT TOTAL							3,651.20	.00	3,651.20	
FUND TOTAL							3,651.20	.00	3,651.20	
FUND 724 TRUST & AGENCY										
FUND 727 GREENWOOD CEMETERY P-CARE										

PREPARED 08/10/2021, 9:24:23
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 33
ACCOUNTING PERIOD 12/2021

GROUP	PO	ACCTG	--- TRANSACTION ---					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 728	FAIRVIEW	CEMETERY	P-CARE						
FUND 729	HILLSIDE	CEMETERY	P-CARE						
FUND 790	FLOOD	LEVY							
GRAND TOTAL							1,034,027.51	.00	1,034,027.51

Council Invoices for Council Meeting 08/16/21

PREPARED 08/10/2021, 9:18:23
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 12/2021

Item 31.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
199		02/22 AP		07/26/21	0000000	J.P. COOKE COMPANY	292.75			08/10/21
199		02/22 AP		07/01/21	0000000	2022 PET & PAW PARK TAGS STOREY KENWORTHY	10.77			08/10/21
ACCOUNT TOTAL							303.52	.00	303.52	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
199		02/22 AP		07/01/21	0000000	SELF SEAL ENVELOPES STOREY KENWORTHY	3.19			08/10/21
ACCOUNT TOTAL							3.19	.00	3.19	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
212		02/22 AP		08/05/21	0000000	OFFICE EXPRESS OFFICE PRODUCT POST ITS, APPT BOOK, PENS	39.33			08/10/21
199		02/22 AP		07/01/21	0000000	SELF SEAL ENVELOPES STOREY KENWORTHY	10.77			08/10/21
ACCOUNT TOTAL							50.10	.00	50.10	
101-1028-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS										
2213		12/21 AP		07/10/21	0000000	PRE-EMPLOY.PHYS-JUNE'21 MERCYONE WATERLOO MEDICAL CEN	3,193.00			08/10/21
2213		12/21 AP		06/11/21	0000000	PRE-EMPLOY.PHYS-MAY'21 MERCYONE WATERLOO MEDICAL CEN	11,903.00			08/10/21
2213		12/21 AP		05/26/21	0000000	PRE-EMPLOY.PHYS-MAY'21 IOWA PHYSICIANS CLINIC MED. F	216.00			08/10/21
ACCOUNT TOTAL							15,312.00	.00	15,312.00	
101-1028-441.81-52 PROFESSIONAL SERVICES / DRUG TESTING										
2213		12/21 AP		07/10/21	0000000	DRUG TESTING-JUNE'21 MERCYONE WATERLOO MEDICAL CEN	600.00			08/10/21
2213		12/21 AP		06/11/21	0000000	DRUG TESTING-MAY'21 MERCYONE WATERLOO MEDICAL CEN	55.00			08/10/21
ACCOUNT TOTAL							655.00	.00	655.00	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2201		12/21 AP		06/30/21	0137833	US BANK SUPPLIES	9.42			08/05/21
2201		12/21 AP		06/28/21	0137833	US BANK SUPPLIES	8.01			08/05/21

GROUP NBR	PO NBR	ACCTG PER.	---TRANSACTION---	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-1038-441.71-01			OFFICE SUPPLIES /				OFFICE SUPPLIES				continued
181		01/22 AP	07/09/21		0137833		US BANK		9.42		08/05/21
		AMAZON.COM					REFUND SUPPLIES RETURNED				
181		01/22 AP	07/09/21		0137833		US BANK		8.01		08/05/21
		AMAZON.COM					REFUND SUPPLIES RETURNED				
199		02/22 AP	07/01/21		0000000		STOREY KENWORTHY	3.19			08/10/21
		SELF SEAL ENVELOPES									
							ACCOUNT TOTAL	20.62	17.43		3.19
101-1038-441.72-01			OPERATING SUPPLIES /				OPERATING SUPPLIES				
181		01/22 AP	07/05/21		0137833		US BANK	13.90			08/05/21
		AMAZON PRIME*294C854M2					SUPPLIES				
							ACCOUNT TOTAL	13.90	0.00		13.90
101-1038-441.81-35			PROFESSIONAL SERVICES /				EMPLOYEE RECOGNITION				
199		02/22 AP	07/26/21		0000000		TERRYBERRY MFG. JEWELERS	1,079.37			08/10/21
		SERVICE AWARD PINS									
							ACCOUNT TOTAL	1,079.37	0.00		1,079.37
101-1038-441.81-53			PROFESSIONAL SERVICES /				JOB NOTICES				
181		01/22 AP	07/19/21		0137833		US BANK	100.00			08/05/21
		NEPELRA					JOB AD:HUMAN RESOURCE MGR				
181		01/22 AP	07/19/21		0137833		US BANK	299.00			08/05/21
		SHRM HR JOBS					JOB AD:HUMAN RESOURCE MGR				
181		01/22 AP	07/15/21		0137833		US BANK	295.00			08/05/21
		ASCE CAREER CENTER					JOB AD:LAND SURVEYOR				
181		01/22 AP	07/14/21		0137833		US BANK		8.40		08/05/21
		LINKEDIN-681*5392124					REFUND:SALES TAX JULY				
181		01/22 AP	07/12/21		0137833		US BANK	336.50			08/05/21
		LINKEDIN-680*7918234					JOB AD:LAND SURVEYOR				
181		01/22 AP	07/12/21		0137833		US BANK	172.13			08/05/21
		LINKEDIN-680*7918234					JOB AD:V&T PRGM MANAGER				
181		01/22 AP	07/06/21		0137833		US BANK	128.35			08/05/21
		LINKEDIN-678*8656344					RECRUITER LITE RENEWAL				
181		01/22 AP	07/05/21		0137833		US BANK		8.40		08/05/21
		LINKEDIN 6689513164					REFUND SALES TAX-JUNE				
181		01/22 AP	07/05/21		0137833		US BANK		8.40		08/05/21
		LINKEDIN 6487068364					REFUND SALES TAX-APRIL				
181		01/22 AP	07/05/21		0137833		US BANK		8.40		08/05/21
		LINKEDIN-678*2608174					REFUND SALES TAX-MAY				
							ACCOUNT TOTAL	1,330.98	33.60		1,297.38

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1038-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
181		01/22 AP		07/19/21	0137833	US BANK	330.00			08/05/21
						DISABILITY MANAGEMENT EM MBERSHIP-C SOLE-CITY CF				
						ACCOUNT TOTAL	330.00	.00	330.00	
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
199		02/22 AP		07/01/21	0000000	STOREY KENWORTHY	2.00			08/10/21
						SELF SEAL ENVELOPES				
						ACCOUNT TOTAL	2.00	.00	2.00	
101-1048-441.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
199		02/22 AP		08/01/21	0000000	THOMSON REUTERS - WEST	644.21			08/10/21
						WEST PROFLEX 7/1-7/31/21				
						ACCOUNT TOTAL	644.21	.00	644.21	
101-1048-441.81-51						PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS				
2213		12/21 AP		07/10/21	0000000	MERCYONE WATERLOO MEDICAL CEN	11,436.00			08/10/21
						POST-EMPLOY.PHYS-JUNE'21				
2213		12/21 AP		06/11/21	0000000	MERCYONE WATERLOO MEDICAL CEN	8,203.00			08/10/21
						POST-EMPLOY.PHYS-MAY'21				
						ACCOUNT TOTAL	19,639.00	.00	19,639.00	
101-1060-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2202		12/21 AP		06/28/21	0137833	US BANK	79.99			08/05/21
						AMZN MKTP US*210NK6S00 CARPET & FLOOR SWEEPER				
						ACCOUNT TOTAL	79.99	.00	79.99	
101-1060-423.81-91						PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT				
182		01/22 AP		07/12/21	0137833	US BANK	70.00			08/05/21
						INTUIT * QUICKBOOKS MONTHLY SUB.				
						ACCOUNT TOTAL	70.00	.00	70.00	
101-1060-423.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
182		01/22 AP		07/12/21	0137833	US BANK	221.00			08/05/21
						AMERLIBASSOC ECOMMERCE FY22 MEMBERSHIP (STERN)				
						ACCOUNT TOTAL	221.00	.00	221.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
182		01/22 AP		07/19/21	0137833	US BANK	33.99		08/05/21	
		AMAZON.COM*2E49A8ZY2 ADULT BOOKS (MEM HEMRICH)								
182		01/22 AP		07/15/21	0137833	US BANK	22.30		08/05/21	
		AMAZON.COM*2906K8UB2 AMZN ADULT BOOKS (MEM HEMRICH)								
182		01/22 AP		07/15/21	0137833	US BANK	94.96		08/05/21	
		AMAZON.COM*2965E4U42 ADULT BOOKS (MEM HEMRICH)								
ACCOUNT TOTAL							151.25	.00	151.25	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
2202		12/21 AP		06/28/21	0137833	US BANK	15.84		08/05/21	
		AMZN MKTP US*2151C6900 FOTL:ADULT-ADULT BOOKS								
2202		12/21 AP		06/24/21	0137833	US BANK	99.40		08/05/21	
		SP * GOLFBALLSDIRECT FOTL:COLAB-GOLF BALLS								
2202		12/21 AP		06/22/21	0137833	US BANK	9.50		08/05/21	
		AMZN MKTP US*215EL10F0 FOTL:YOUTH-YOUTH BOOKS								
2202		12/21 AP		06/22/21	0137833	US BANK	24.98		08/05/21	
		AMAZON.COM*219HA52B1 AMZN FOTL:BOOK NOOK-REFILLS 4								
182		01/22 AP		07/19/21	0137833	US BANK	11.90		08/05/21	
		WAL-MART #1496 FOTL:YA-MARSHMALLOWS &								
182		01/22 AP		07/15/21	0137833	US BANK	52.03		08/05/21	
		AMAZON.COM*293UA1UI2 AMZN FOTL:COLAB-PAINT & SAND								
182		01/22 AP		07/09/21	0137833	US BANK	48.18		08/05/21	
		AMZN MKTP US*296RV2W91 FOTL:YA-ICING BAGS								
182		01/22 AP		07/02/21	0137833	US BANK	20.52		08/05/21	
		AMZN MKTP US*290LI6480 FOTL:YOUTH-POSTERBOARD								
ACCOUNT TOTAL							282.35	.00	282.35	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
2202		12/21 AP		06/23/21	0137833	US BANK	33.73		08/05/21	
		AMZN MKTP US*2176I57G1 BERG 2 RMB SLP '21-FOOD								
2202		12/21 AP		06/22/21	0137833	US BANK	29.77		08/05/21	
		AMZN MKTP US*218889JH2 BERG 2 RMB SLP '21-CRICUT								
182		01/22 AP		07/09/21	0137833	US BANK	33.74		08/05/21	
		AMZN MKTP US*296AMSZ1 BERG 2 RMB SLP '21-POSTER								
182		01/22 AP		07/05/21	0137833	US BANK	14.99		08/05/21	
		AMZN MKTP US*293EP3C32 BERT 2 RMB SLP'21-POPSCLE								
ACCOUNT TOTAL							112.23	.00	112.23	
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP										
2202		12/21 AP		06/23/21	0137833	US BANK	722.99		08/05/21	
		GIH*GLOBALINDUSTRIALEQ BASKET CARTS FOR BOOKS								
ACCOUNT TOTAL							722.99	.00	722.99	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
2202		12/21 AP		06/28/21	0137833	US BANK	26.38			08/05/21
		AMZN MKTP		US*215LE2B82		ADULT BOOKS				
2202		12/21 AP		06/28/21	0137833	US BANK	49.88			08/05/21
		AMAZON.COM*2130J5990				ADULT BOOKS				
2202		12/21 AP		06/24/21	0137833	US BANK	20.18			08/05/21
		AMZN MKTP		US*212TA75I0		ADULT BOOKS				
2202		12/21 AP		06/23/21	0137833	US BANK	20.00			08/05/21
		AMAZON.COM*212MW3AD2				ADULT BOOKS				
2202		12/21 AP		06/22/21	0137833	US BANK	14.89			08/05/21
		AMAZON.COM*216WK7T72		AMZN		ADULT BOOKS				
182		01/22 AP		07/19/21	0137833	US BANK	18.89			08/05/21
		AMAZON.COM*2E4Q58B41		AMZN		ADULT BOOKS				
182		01/22 AP		07/19/21	0137833	US BANK	12.49			08/05/21
		AMAZON.COM*2E05V6E20		AMZN		ADULT BOOKS				
182		01/22 AP		07/12/21	0137833	US BANK	35.35			08/05/21
		AMAZON.COM*2E1MX7ZU1		AMZN		ADULT BOOKS				
182		01/22 AP		07/12/21	0137833	US BANK	39.77			08/05/21
		AMZN MKTP		US*2965N2H72		ADULT BOOKS				
182		01/22 AP		07/12/21	0137833	US BANK	25.30			08/05/21
		AMAZON.COM*2E6213LC1				ADULT BOOKS				
182		01/22 AP		07/05/21	0137833	US BANK	19.60			08/05/21
		AMAZON.COM*298LP8D51				ADULT BOOKS				
182		01/22 AP		07/01/21	0137833	US BANK	23.58			08/05/21
		AMAZON.COM*2166B4WW2		AMZN		ADULT BOOKS				
182		01/22 AP		07/01/21	0137833	US BANK	13.99			08/05/21
		AMZN MKTP		US*297JK90A0		ADULT BOOKS				
182		01/22 AP		07/01/21	0137833	US BANK	29.98			08/05/21
		AMZN MKTP		US*293F15CQ0		ADULT BOOKS				
ACCOUNT TOTAL							350.28	0.00	350.28	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
2202		12/21 AP		06/28/21	0137833	US BANK	99.90			08/05/21
		AMAZON.COM*216U80900				YOUTH BOOKS				
2202		12/21 AP		06/28/21	0137833	US BANK	10.99			08/05/21
		AMAZON.COM*2130J5990				YOUTH BOOKS				
2202		12/21 AP		06/23/21	0137833	US BANK	11.99			08/05/21
		AMAZON.COM*212MW3AD2				YOUTH BOOKS				
2202		12/21 AP		06/22/21	0137833	US BANK	42.86			08/05/21
		AMZN MKTP		US*2167A91N0		YOUTH BOOKS				
2202		12/21 AP		06/22/21	0137833	US BANK	78.26			08/05/21
		AMZN MKTP		US*2162R0EY0		YOUTH BOOKS				
182		01/22 AP		07/19/21	0137833	US BANK	19.95			08/05/21
		AMAZON.COM*2E99T8ZU2		AMZN		YOUTH BOOKS				
182		01/22 AP		07/19/21	0137833	US BANK	62.13			08/05/21
		AMAZON.COM*2E49A8ZY2				YOUTH BOOKS				
182		01/22 AP		07/12/21	0137833	US BANK	80.06			08/05/21
		AMAZON.COM*294CV5KW0		AMZN		YOUTH BOOKS				

GROUP	PO	ACCTG	--- TRANSACTION ---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued			
182		01/22	AP	07/09/21	0137833	US BANK	119.05		08/05/21
						AMAZON.COM*291TB1WB1 AMZN			
182		01/22	AP	07/08/21	0137833	US BANK	19.99		08/05/21
						AMAZON.COM*291E15HW0 AMZN			
182		01/22	AP	07/08/21	0137833	US BANK	16.71		08/05/21
						AMAZON.COM*297KH8RM1 AMZN			
182		01/22	AP	07/07/21	0137833	US BANK	19.99		08/05/21
						AMZN MKTP US*291B99KM1			
182		01/22	AP	07/07/21	0137833	US BANK	74.53		08/05/21
						AMZN MKTP US*290W52XIO			
182		01/22	AP	07/05/21	0137833	US BANK	15.00		08/05/21
						AMAZON.COM*294L08DU1 AMZN			
182		01/22	AP	07/05/21	0137833	US BANK	22.99		08/05/21
						AMZN MKTP US*299NY6T90			
182		01/22	AP	07/05/21	0137833	US BANK	59.99		08/05/21
						AMZN MKTP US*2976P6EC0			
182		01/22	AP	07/02/21	0137833	US BANK	68.48		08/05/21
						AMAZON.COM*291QZ4L50 AMZN			
						ACCOUNT TOTAL	822.87	.00	822.87
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
182		01/22	AP	07/12/21	0137833	US BANK	14.74		08/05/21
						AMZN MKTP US*297H71QV0			
						ADULT CD MUSIC			
						ACCOUNT TOTAL	14.74	.00	14.74
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
2202		12/21	AP	06/30/21	0137833	US BANK	14.99		08/05/21
						AMAZON.COM*290CD5161			
						ADULT VIDEOS			
2202		12/21	AP	06/29/21	0137833	US BANK	14.50		08/05/21
						AMZN MKTP US*299AN3EE1			
						ADULT VIDEOS			
2202		12/21	AP	06/24/21	0137833	US BANK	14.93		08/05/21
						AMZN MKTP US*216YC4M00			
						ADULT VIDEOS			
2202		12/21	AP	06/22/21	0137833	US BANK	64.97		08/05/21
						AMZN MKTP US*2162R0EY0			
						ADULT VIDEOS			
						ACCOUNT TOTAL	109.39	.00	109.39
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS									
182		01/22	AP	07/12/21	0137833	US BANK	34.90		08/05/21
						AMZN MKTP US*297ZOOD20			
						PREMIUM 3" KEY TAGS			
						ACCOUNT TOTAL	34.90	.00	34.90

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-1061-423.93-01						EQUIPMENT / EQUIPMENT				
182		01/22	AP	07/19/21	0137833	US BANK	9.31			08/05/21
		AMZN MKTP				LASER GUIDE 4 BARCODE				
						ACCOUNT TOTAL	9.31	.00	9.31	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
176		02/22	AP	07/30/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	8.37			08/10/21
						STAPLER				
199		02/22	AP	07/01/21	0000000	STOREY KENWORTHY	3.19			08/10/21
						SELF SEAL ENVELOPES				
						ACCOUNT TOTAL	11.56	.00	11.56	
101-1118-441.81-98 PROFESSIONAL SERVICES / ECONOMIC DEVELOPMENT ACT.										
199		02/22	AP	07/22/21	0000000	BEAR CREEK ARCHEOLOGY, INC	8,150.00			08/10/21
						3288-CULTURAL RES.SURVEY				
						W VIKING RD IND.PARK				
						PROJECT#: 023288				
						ACCOUNT TOTAL	8,150.00	.00	8,150.00	
101-1118-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
181		01/22	AP	07/08/21	0137833	US BANK	847.00			08/05/21
						AMERICAN PUBLIC WORKS				
						REG:PW EXPO 2021-GAINES				
						ACCOUNT TOTAL	847.00	.00	847.00	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
199		02/22	AP	07/01/21	0000000	STOREY KENWORTHY	1.60			08/10/21
						SELF SEAL ENVELOPES				
						ACCOUNT TOTAL	1.60	.00	1.60	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
196		02/22	AP	08/03/21	0000000	DRENNAN, EMILY	76.70			08/10/21
						PERM COLLECTION PIECE				
						REIMBURSEMENT BY ACB				
181		01/22	AP	07/09/21	0137833	US BANK	44.55			08/05/21
						HOBBY-LOBBY #0135				
						BANDANAS FOR BLOCK PARTY				
181		01/22	AP	07/08/21	0137833	US BANK	82.71			08/05/21
						WAL-MART #0753				
						TYE DYE,GLOVES,BAGS, TABLE				
						ACCOUNT TOTAL	203.96	.00	203.96	
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1199-421.31-45						HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS			
2206		12/21	AP	06/16/21	0000000	KAY PARK REC CORP. BENCH LEGS	384.00		08/10/21
						ACCOUNT TOTAL	384.00	.00	384.00
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING									
199		02/22	AP	07/23/21	0000000	COURIER LEGAL COMMUNICATIONS	19.42		08/10/21
						PH NTC-2021 STREET PTCHNG			
199		02/22	AP	07/23/21	0000000	COURIER LEGAL COMMUNICATIONS	19.42		08/10/21
						PH NTC-2021 SEAL COAT			
199		02/22	AP	07/13/21	0000000	COURIER LEGAL COMMUNICATIONS	433.41		08/10/21
						7/6/21 CC MTG.MINS/BILLS			
199		02/22	AP	07/12/21	0000000	COURIER LEGAL COMMUNICATIONS	36.75		08/10/21
						PH NTC-DA W/CV COMMERCIAL			
199		02/22	AP	07/12/21	0000000	COURIER LEGAL COMMUNICATIONS	19.42		08/10/21
						PH NTC-PLANS'21 PUBLIC SW SIDEWALK REPAIR			
199		02/22	AP	07/12/21	0000000	COURIER LEGAL COMMUNICATIONS	19.42		08/10/21
						PH NTC-PLANS'21 PERMEABLE ALLEY			
199		02/22	AP	07/12/21	0000000	COURIER LEGAL COMMUNICATIONS	19.42		08/10/21
						PH NTC-PLANS'21 SW ASSMNT SIDEWALK ASSESSMENT			
						ACCOUNT TOTAL	567.26	.00	567.26
101-1199-441.88-23 OUTSIDE AGENCIES / CEDAR VALLEY COALITION									
199		02/22	AP	07/21/21	0000000	CEDAR VALLEY COALITION/INRCOG FY22 DUES	1,660.00		08/10/21
						ACCOUNT TOTAL	1,660.00	.00	1,660.00
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY									
212		02/22	AP	07/19/21	0000000	ASCAP	5.83		08/10/21
						MUSIC LICENSE FEE ADJ			
181		01/22	AP	07/14/21	0137833	US BANK	185.00		08/05/21
						AWARDSANDGIFTSRUS CERTIFICATE PLAQUES			
						ACCOUNT TOTAL	190.83	.00	190.83
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
176		02/22	AP	07/27/21	0000000	OFFICE EXPRESS OFFICE PRODUCT LEGAL PADS	1.48		08/10/21
						ACCOUNT TOTAL	1.48	.00	1.48
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 101 GENERAL FUND										
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
176		02/22 AP		07/27/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	17.55		08/10/21	
		COPY PAPER								
176		02/22 AP		07/20/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.47		08/10/21	
		CORRECTION TAPE, FLAG TABS								
176		02/22 AP		07/19/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	20.77		08/10/21	
		POST-ITS, PENS								
176		02/22 AP		07/19/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.00		08/10/21	
		COPY PAPER								
		ACCOUNT TOTAL						54.79	.00	54.79
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
198		02/22 AP		07/16/21	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		08/10/21	
		CODE ENF.MOW-1227 W 22ND								
		ACCOUNT TOTAL					95.00	.00	95.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
176		02/22 AP		07/27/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.77		08/10/21	
		LEGAL PADS								
		ACCOUNT TOTAL					7.77	.00	7.77	
101-2245-442.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2207		12/21 AP		07/19/21	0000000	DENTONS DAVIS BROWN PC	672.71		08/10/21	
		LGL:RE:IMMIGRATION				6/2/21-6/14/21				
2214		12/21 AP		06/22/21	0137495	DENTONS DAVIS BROWN PC	908.00		08/09/21	
		LGL:RE:IMMIGRATION				5/20/21-5/27/21				
2214		12/21 AP		05/17/21	0137210	DENTONS DAVIS BROWN PC	227.50		08/09/21	
		LGL:RE:IMMIGRATION				4/13/21-4/26/21				
2214		12/21 AP		04/14/21	0136965	DENTONS DAVIS BROWN PC	619.50		08/09/21	
		LGL:RE:IMMIGRATION				3/5/21-3/29/21				
		ACCOUNT TOTAL					2,427.71	.00	2,427.71	
101-2245-442.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
181		01/22 AP		07/12/21	0137833	US BANK	743.00		08/05/21	
		AMERICAN PLANNING A				DUES/MEMBERSHIPS-K HOWARD				
		ACCOUNT TOTAL					743.00	.00	743.00	
101-2245-442.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2214		12/21 AP		06/22/21	0137495	DENTONS DAVIS BROWN PC		908.00	08/09/21	
		ACCOUNT CORRECTION				LGL:RE:IMMIGRATION				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2245-442.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			continued
2214		12/21 AP		05/17/21	0137210	DENTONS DAVIS BROWN PC		227.50	08/09/21
						ACCOUNT CORRECTION			
2214		12/21 AP		04/14/21	0136965	DENTONS DAVIS BROWN PC		619.50	08/09/21
						ACCOUNT CORRECTION			
						ACCOUNT TOTAL	1.00	1,755.00	1,755.00-
101-2253-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
2201		12/21 AP		06/28/21	0137833	US BANK	199.99		08/05/21
						STAPLES 00104141			
150		02/22 AP		07/27/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.27		08/10/21
						REPLACEMENT STAMP PAD			
168		02/22 AP		07/22/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.47		08/10/21
						3 MOUSEPADS			
181		01/22 AP		07/08/21	0137833	US BANK	11.00		08/05/21
						TARGET 00025262			
181		01/22 AP		07/02/21	0137833	US BANK	29.98		08/05/21
						AMAZON.COM*293RC8CX2 AMZN			
181		01/22 AP		07/01/21	0137833	US BANK	26.97		08/05/21
						AMZN MKTP US*2171071Y2			
						ACCOUNT TOTAL	275.68	.00	275.68
101-2253-423.72-28						OPERATING SUPPLIES / CAMP SUPPLIES			
2201		12/21 AP		06/28/21	0137833	US BANK	113.36		08/05/21
						WAL-MART #0753			
2201		12/21 AP		06/28/21	0137833	US BANK	95.69		08/05/21
						WAL-MART #0753			
2201		12/21 AP		06/25/21	0137833	US BANK	31.93		08/05/21
						WAL-MART #0753			
2201		12/21 AP		06/25/21	0137833	US BANK	30.85		08/05/21
						TARGET 00025262			
2201		12/21 AP		06/23/21	0137833	US BANK	40.46		08/05/21
						WAL-MART #0753			
181		01/22 AP		07/19/21	0137833	US BANK	19.00		08/05/21
						DOLLARTREE			
181		01/22 AP		07/19/21	0137833	US BANK	87.01		08/05/21
						WM SUPERCENTER #753			
181		01/22 AP		07/19/21	0137833	US BANK	391.35		08/05/21
						WAL-MART #0753			
181		01/22 AP		07/19/21	0137833	US BANK	42.55		08/05/21
						WM SUPERCENTER #753			
181		01/22 AP		07/16/21	0137833	US BANK	28.00		08/05/21
						DOLLARTREE			
181		01/22 AP		07/15/21	0137833	US BANK	83.64		08/05/21
						WM SUPERCENTER #753			
181		01/22 AP		07/13/21	0137833	US BANK	4.99		08/05/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.72-28 OPERATING SUPPLIES /						CAMP SUPPLIES	continued			
						HY-VEE CEDAR FALLS 1052				
						01/22 AP 07/13/21 0137833	18.94			08/05/21
						US BANK				
						MENARDS CEDAR FALLS IA				
						01/22 AP 07/13/21 0137833	101.40			08/05/21
						US BANK				
						WM SUPERCENTER #753				
						01/22 AP 07/12/21 0137833	55.55			08/05/21
						US BANK				
						WAL-MART #0753				
						01/22 AP 07/12/21 0137833	24.00			08/05/21
						US BANK				
						DOLLARTREE				
						01/22 AP 07/12/21 0137833	104.24			08/05/21
						US BANK				
						WM SUPERCENTER #753				
						01/22 AP 07/12/21 0137833	11.88			08/05/21
						US BANK				
						WM SUPERCENTER #753				
						01/22 AP 07/09/21 0137833	62.52			08/05/21
						US BANK				
						TARGET 00025262				
						01/22 AP 07/09/21 0137833	45.22			08/05/21
						US BANK				
						WAL-MART #0753				
						01/22 AP 07/07/21 0137833	236.59			08/05/21
						US BANK				
						WM SUPERCENTER #753				
						01/22 AP 07/06/21 0137833	13.00			08/05/21
						US BANK				
						DOLLARTREE				
						01/22 AP 07/06/21 0137833	70.21			08/05/21
						US BANK				
						WM SUPERCENTER #753				
						01/22 AP 07/06/21 0137833	103.45			08/05/21
						US BANK				
						WAL-MART #0753				
						01/22 AP 07/06/21 0137833	228.56			08/05/21
						US BANK				
						WM SUPERCENTER #753				
						01/22 AP 07/05/21 0137833	67.67			08/05/21
						US BANK				
						WM SUPERCENTER #753				
						01/22 AP 07/01/21 0137833	42.27			08/05/21
						US BANK				
						WM SUPERCENTER #753				
						01/22 AP 07/01/21 0137833		50.05		08/05/21
						US BANK				
						TARGET 00025262				
						01/22 AP 07/01/21 0137833	50.05			08/05/21
						US BANK				
						TARGET 00025262				
						01/22 AP 07/01/21 0137833	47.64			08/05/21
						US BANK				
						TARGET 00025262				
						01/22 AP 07/01/21 0137833				
						US BANK				
						TARGET 00025262				
						01/22 AP 07/01/21 0137833				
						US BANK				
						TARGET 00025262				
						01/22 AP 07/01/21 0137833				
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						US BANK				
						TARGET 00025262				
						01/22 AP 07/01/21 0137833				
						US BANK				
						TARGET 00025262				
						01/22 AP 07/01/21 0137833				
						US BANK				
						TARGET 0002526				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.72-32						OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT				
2201		12/21	AP	06/30/21	0137833	US BANK	27.94			08/05/21
						CAMPINGCHILLORDER				
150		02/22	AP	07/12/21	0000000	IOWA SPORTS SUPPLY	192.50			08/10/21
						HOME PLATES				
ACCOUNT TOTAL							220.44	.00	220.44	
101-2253-423.72-41						OPERATING SUPPLIES / THE FALLS CONCESSIONS				
2201		12/21	AP	06/23/21	0137833	US BANK		10.65		08/05/21
						HY-VEE CEDAR FALLS 1052				
						REFUND TAXED				
2201		12/21	AP	06/22/21	0137833	US BANK	9.95			08/05/21
						HY-VEE CEDAR FALLS 1052				
						SPOONS FALLS CONCESSIONS				
2201		12/21	AP	06/22/21	0137833	US BANK	117.26			08/05/21
						MARTIN BROTHERS				
211		02/22	AP	08/04/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
211		02/22	AP	08/04/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
211		02/22	AP	08/03/21	0000000	PAPA JOHN'S PIZZA	37.50			08/10/21
						FALLS CONCESSION PIZZA				
211		02/22	AP	08/03/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
211		02/22	AP	08/02/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
211		02/22	AP	08/02/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
211		02/22	AP	08/02/21	0000000	PAPA JOHN'S PIZZA	30.00			08/10/21
						FALLS CONCESSION PIZZA				
168		02/22	AP	08/01/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
168		02/22	AP	08/01/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
168		02/22	AP	07/31/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
168		02/22	AP	07/31/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
168		02/22	AP	07/30/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
168		02/22	AP	07/30/21	0000000	MARTIN BROS.DISTRIBUTING	39.98			08/10/21
						FALLS CONC POPCORN OIL				
150		02/22	AP	07/29/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
150		02/22	AP	07/29/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
150		02/22	AP	07/29/21	0000000	PAPA JOHN'S PIZZA	37.50			08/10/21
						FALLS CONCESSION PIZZA				
150		02/22	AP	07/29/21	0000000	MYERS-COX COMPANY	1,861.57			08/10/21
						FALLS CONCESSION FOOD				

GROUP	PO	ACCTG	--- TRANSACTION ---				DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-2253-423.72-41						OPERATING SUPPLIES / THE FALLS CONCESSIONS				continued
150		02/22	AP	07/28/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
150		02/22	AP	07/28/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
150		02/22	AP	07/27/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
150		02/22	AP	07/27/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
150		02/22	AP	07/26/21	0000000	PAPA JOHN'S PIZZA	30.00			08/10/21
						FALLS CONCESSION PIZZA				
150		02/22	AP	07/26/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
150		02/22	AP	07/26/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
150		02/22	AP	07/26/21	0000000	PAPA JOHN'S PIZZA	45.00			08/10/21
						FALLS CONCESSION PIZZA				
181		01/22	AP	07/20/21	0137833	US BANK	15.09			08/05/21
						MARTIN BROTHERS				
						SPOONS FOR CONCESSION				
						ACCOUNT TOTAL	3,078.85	10.65		3,068.20
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP										
181		01/22	AP	07/12/21	0137833	US BANK	90.00			08/05/21
						THE BLACK HAWK HOTEL				
						YOGA & BREW				
181		01/22	AP	07/08/21	0137833	US BANK	2,205.15			08/05/21
						GAIAM.COM/SPRI.COM				
						MEDICINE BALLS,XERTUBES				
181		01/22	AP	07/02/21	0137833	US BANK	19.48			08/05/21
						AMAZON.COM*215EE6YW2 AMZN				
181		01/22	AP	07/02/21	0137833	US BANK	300.00			08/05/21
						VITA INC				
						SPLIT PYMT 1/2 BALLET BAR				
181		01/22	AP	07/01/21	0137833	US BANK	445.70			08/05/21
						VITA INC				
						SPLIT PYMT 2/2 BALLET BAR				
						ACCOUNT TOTAL	3,060.33	.00		3,060.33
101-2253-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2201		12/21	AP	06/30/21	0137833	US BANK	226.00			08/05/21
						ALG*AIR B9WSXS				
						NRPA CONFERENCE FLIGHT				
2201		12/21	AP	06/30/21	0137833	US BANK	909.00			08/05/21
						HOTELSCOM9188354928241				
						NRPA CONFERENCE HOTEL				
						ACCOUNT TOTAL	1,135.00	.00		1,135.00
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP						continued			
211		02/22 AP		08/01/21	0000000	IOWA WATER MANAGEMENT CORP. (58.00		08/10/21
						WATER MANAGEMENT SERVICE			
211		02/22 AP		07/26/21	0000000	CITY LAUNDERING CO.	67.64		08/10/21
						RESTOCK FIRST AID CABINET			
					ACCOUNT TOTAL		125.64	.00	125.64
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.									
2201		12/21 AP		06/28/21	0137833	US BANK	17.56		08/05/21
						O DONNELL ACE HARDWARE			
						FORMULA 409 CLEANER			
2201		12/21 AP		06/25/21	0137833	US BANK	13.82		08/05/21
						O DONNELL ACE HARDWARE			
						NUTS, BOLTS, KEY, VALVE			
2201		12/21 AP		06/25/21	0137833	US BANK	38.53		08/05/21
						O DONNELL ACE HARDWARE			
						VELCRO, CHAIN, HOOK LADDER			
2201		12/21 AP		06/22/21	0137833	US BANK	206.00		08/05/21
						AMERICAN LOCKER			
						FALLS LOCKER KEYS			
211		02/22 AP		07/29/21	0000000	PLUMB TECH INC.	1,789.80		08/10/21
						LAZY RIVER HEATER REPAIR			
168		02/22 AP		07/27/21	0000000	ARCTIC REFRIGERATION LC	285.33		08/10/21
						FALLS ICE MACHINE REPAIR			
211		02/22 AP		07/26/21	0000000	CITY LAUNDERING CO.	136.78		08/10/21
						RESTOCK FIRST AID CABINET			
150		02/22 AP		07/23/21	0000000	CEDAR VALLEY LAWN CARE	91.50		08/10/21
						REPAIR SPRINKLER HEAD			
181		01/22 AP		07/20/21	0137833	US BANK	11.77		08/05/21
						FARM & FLT OF CEDAR FLS			
						AIR COMPRESSOR PARTS			
181		01/22 AP		07/15/21	0137833	US BANK	5.69		08/05/21
						O DONNELL ACE HARDWARE			
						DRAIN CLEANER			
181		01/22 AP		07/14/21	0137833	US BANK	11.99		08/05/21
						FARM & FLT OF CEDAR FLS			
						MOWER BELT			
181		01/22 AP		07/12/21	0137833	US BANK	119.90		08/05/21
						MENARDS CEDAR FALLS IA			
						SWIM MEET GARBAGE BAGS			
181		01/22 AP		07/08/21	0137833	US BANK	37.52		08/05/21
						O DONNELL ACE HARDWARE			
						SCOUR PADS, CLOTH PLUMBER			
181		01/22 AP		07/02/21	0137833	US BANK	280.00		08/05/21
						AMERICAN LOCKER			
						LOCKER KEYS AT FALLS			
					ACCOUNT TOTAL		3,046.19	.00	3,046.19
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES									
2201		12/21 AP		06/28/21	0137833	US BANK		1.61	08/05/21
						AMZN MKTP US			
						REFUND OF SALES TAX			
2201		12/21 AP		06/24/21	0137833	US BANK	20.90		08/05/21
						WAL-MART #0753			
						SPRAY BOTTLES, COTTON SWAB			
2201		12/21 AP		06/23/21	0137833	US BANK	39.90		08/05/21
						HOBBY-LOBBY #0135			
						CHALK MARKERS			
2201		12/21 AP		06/23/21	0137833	US BANK	7.92		08/05/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES						continued				
						WAL-MART #0753				
2201		12/21 AP		06/22/21	0137833	US BANK SPRAY PAINT	77.73			08/05/21
						WM SUPERCENTER #753				
181		01/22 AP		07/19/21	0137833	US BANK MARKERS, FOIL	18.45			08/05/21
						HY-VEE CEDAR FALLS 1052				
181		01/22 AP		07/19/21	0137833	US BANK FOOD COLORING FOR EVENT	47.00			08/05/21
						MENARDS CEDAR FALLS IA				
181		01/22 AP		07/19/21	0137833	US BANK SCREWS, WOOD, WASHERS, NUTS	20.00			08/05/21
						DOLLAR TREE				
181		01/22 AP		07/16/21	0137833	US BANK POOL NOODLES, BAGGIES,	74.83			08/05/21
						HY-VEE CEDAR FALLS 1052				
181		01/22 AP		07/12/21	0137833	US BANK COOKIES, SPRINKLES, ICING		35.29		08/05/21
						MICHAELS STORES 1246				
181		01/22 AP		07/12/21	0137833	US BANK RETURNED ITEMS	72.36			08/05/21
						MENARDS CEDAR FALLS IA				
181		01/22 AP		07/12/21	0137833	US BANK CEMENT, SPONGES, WIRE	140.71			08/05/21
						MICHAELS STORES 1246				
181		01/22 AP		07/12/21	0137833	US BANK FACEPAINT, GEMS, CLAY POTS	64.94			08/05/21
						MICHAELS STORES 1246				
181		01/22 AP		07/09/21	0137833	US BANK SHRINKY DINKS, DOWELS, WIRE	39.98			08/05/21
						AMZN MKTP US*295QK2BQ0				
181		01/22 AP		07/08/21	0137833	US BANK FACEPAINTING KIT	117.01			08/05/21
						WM SUPERCENTER #753				
181		01/22 AP		07/08/21	0137833	US BANK SNACKS, DUCT TAPE, PAINTERS	172.68			08/05/21
						DISCOUNTSCH 8006272829				
181		01/22 AP		07/08/21	0137833	US BANK GEMS, POMPOMS, BEADS, TAPE	61.98			08/05/21
						AMZN MKTP US*2922S4MV0				
						ACCOUNT TOTAL	976.39	36.90		939.49
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
196		02/22 AP		07/30/21	0000000	O'DONNELL ACE HARDWARE	8.99			08/10/21
						CAUTION TAPE				
196		02/22 AP		07/27/21	0000000	SIGNS BY TOMORROW	253.75			08/10/21
						PVC LABELS FOR B. ABBOTT				
196		02/22 AP		07/26/21	0000000	O'DONNELL ACE HARDWARE	5.69			08/10/21
						SCREWS FOR NORTH/SOUTH				
181		01/22 AP		07/19/21	0137833	US BANK EXHIBITION	20.57			08/05/21
						DIAMOND VOGEL PAINT #210				
181		01/22 AP		07/07/21	0137833	US BANK GK MOON PAINT AND ROLLER	121.23			08/05/21
						PAYPAL *AMERICAN FR				
						ACCOUNT TOTAL	410.23	.00		410.23
101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES										
196		02/22 AP		08/02/21	0000000	WAPSIE PINES LAWN CARE/LANDSC	163.88			08/10/21
						GRASS AND FLOWERS FOR				
						GARDEN				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES										
ACCOUNT TOTAL							163.88	.00	163.88	
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.										
2201		12/21 AP	06/28/21	0137833		US BANK	70.08			08/05/21
		AMZN MKTP	US*2176M2D92			KITCHEN UTINCILS AND				
2201		12/21 AP	06/24/21	0137833		US BANK		18.79		08/05/21
		WM SUPERCENTER	#753			REFUNDED WHOLE ORDER TO				
2201		12/21 AP	06/23/21	0137833		US BANK	17.56			08/05/21
		WAL-MART	#0753			RECHARGED WITHOUT SALES				
181		01/22 AP	07/19/21	0137833		US BANK	4.98			08/05/21
		KWIK STAR	72600007260			ICE FOR EVENT				
181		01/22 AP	07/08/21	0137833		US BANK	13.66			08/05/21
		HY-VEE CEDAR FALLS	1052			ICE, WATER, LINER				
181		01/22 AP	07/02/21	0137833		US BANK		17.09		08/05/21
		HY-VEE CEDAR FALLS	1052			SPOONS, CUPS-RETURNED				
181		01/22 AP	07/01/21	0137833		US BANK	17.09			08/05/21
		HY-VEE CEDAR FALLS	1052			SPOONS, CUPS				
181		01/22 AP	07/01/21	0137833		US BANK	15.97			08/05/21
		HY-VEE CEDAR FALLS	1052			SPOONS AND CUPS				
ACCOUNT TOTAL							139.34	35.88	103.46	
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE										
2201		12/21 AP	06/23/21	0137833		US BANK	10.75			08/05/21
		USPS PO	1814940913			BULK MAIL POSTAGE				
181		01/22 AP	07/16/21	0137833		US BANK	68.24			08/05/21
		UNI BOOKSTORE				RETURN SHIPPING FOR				
ACCOUNT TOTAL							78.99	.00	78.99	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
196		02/22 AP	08/04/21	0000000		CEDAR FALLS MUNICIPAL BAND	50.00			08/10/21
		CLEANING FEE FOR USE OF				RESTROOMS AUGUST 21				
196		02/22 AP	08/02/21	0000000		RICHARDSON, WHITNEY	250.00			08/10/21
		TALK ABOUT BERENICE ABBOT				VIA ZOOM AUGUST 17				
196		02/22 AP	07/20/21	0000000		CITY LAUNDERING CO.	325.47			08/10/21
		FIRST AID KITS INSTALL &				STOCKING				
181		01/22 AP	07/06/21	0137833		US BANK		40.00		08/05/21
		SQ *CEDAR VALLEY PR				BOOTH FEE-REFUNDED FROM				
181		01/22 AP	07/06/21	0137833		US BANK	40.00			08/05/21
		SQ *CEDAR VALLEY PR				BOOTH FEE FOR OUTREACH				
181		01/22 AP	07/01/21	0137833		US BANK	40.00			08/05/21
		SQ *CEDAR VALLEY PR				BOOTH FEE FOR OUTREACH				
ACCOUNT TOTAL							705.47	40.00	665.47	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.81-06						PROFESSIONAL SERVICES / PRINTING & PUBLICATION				
196		02/22 AP		07/30/21	0000000	KAREN'S PRINT-RITE	265.00			08/10/21
						POSTCARDS FOR GK MOTSB				
196		02/22 AP		07/26/21	0000000	KAREN'S PRINT-RITE	69.00			08/10/21
						GALLERY BROCHURES				
						ACCOUNT TOTAL	334.00	.00	334.00	
101-2280-423.81-60						PROFESSIONAL SERVICES / EXHIBITION FEES				
196		02/22 AP		07/29/21	0000000	VAN DOREN'S, LLC	607.25			08/10/21
						MATTING AND FRAMING FOR GK MOTSB EXHIBITIONS				
						ACCOUNT TOTAL	607.25	.00	607.25	
101-2280-423.81-61						PROFESSIONAL SERVICES / PROMOTIONS				
2201		12/21 AP		06/23/21	0137833	US BANK	7.96			08/05/21
						WAL-MART #0753				
2201		12/21 AP		06/23/21	0137833	US BANK		128.27		08/05/21
						EIG*BLUEHOST.COM				
2201		12/21 AP		06/23/21	0137833	US BANK	119.88			08/05/21
						EIG*BLUEHOST.COM				
2201		12/21 AP		06/22/21	0137833	US BANK		6.59		08/05/21
						SIGNSONTHECHEAP.COM				
196		02/22 AP		07/28/21	0000000	COPYWORKS	5.00			08/10/21
						TRIMMING OF POSTERS				
196		02/22 AP		07/27/21	0000000	RAPIDS REPRODUCTIONS, INC.	57.03			08/10/21
						COLOR SCAN & POSTERS				
181		01/22 AP		07/12/21	0137833	US BANK	12.95			08/05/21
						CANVA* 03111-16282332				
181		01/22 AP		07/05/21	0137833	US BANK	203.40			08/05/21
						DREAMHOST				
						ACCOUNT TOTAL	406.22	134.86	271.36	
101-2280-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM				
2201		12/21 AP		06/28/21	0137833	US BANK	117.45			08/05/21
						GAYLORD BROS INC				
2201		12/21 AP		06/25/21	0137833	US BANK	10.88			08/05/21
						GAYLORD BROS INC				
196		02/22 AP		08/04/21	0000000	GOTERA, MELINA	200.00			08/10/21
						PERFORMANCE AT ROCKING				
196		02/22 AP		08/02/21	0000000	WILSON, TRAVIS	200.00			08/10/21
						PERFORMANCE AT ROCKING				
						ACCOUNT TOTAL	528.33	.00	528.33	

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2280-423.93-01						EQUIPMENT / EQUIPMENT			
2201		12/21 AP		06/24/21	0137833	US BANK	375.99		08/05/21
		SP * DIPJAR				PURCHASE OF DIPJAR			
181		01/22 AP		07/14/21	0137833	US BANK	99.98		08/05/21
		MENARDS CEDAR FALLS IA				TWO BANQUET TABLES FOR			
ACCOUNT TOTAL							475.97	.00	475.97
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR									
2201		12/21 AP		06/28/21	0137833	US BANK	263.00		08/05/21
		PK SAFETY SUPPLY				REPL.SENSOR-4-GAS METER			
203		02/22 AP		08/05/21	0000000	MIDWEST BREATHING AIR L.L.C.	124.86		08/10/21
		REPAIR KIT/PARTS				4600 S. MAIN			
ACCOUNT TOTAL							387.86	.00	387.86
101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
2208		12/21 AP		08/04/21	0000000	IOWA ASSN.PROF.FIRE CHIEFS	120.00		08/10/21
		2021 IAPFC DUES				BOSTWICK/T.SMITH			
ACCOUNT TOTAL							120.00	.00	120.00
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE									
203		02/22 AP		07/17/21	0000000	UNITED PARCEL SERVICE	10.88		08/10/21
		SHIP TO PK SAFETY SUPPLY				4-GAS METERS FOR REPAIRS			
203		02/22 AP		07/10/21	0000000	UNITED PARCEL SERVICE	7.49		08/10/21
		PICKUP FEE REQUEST							
ACCOUNT TOTAL							18.37	.00	18.37
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES									
2201		12/21 AP		06/28/21	0137833	US BANK	26.75		08/05/21
		WAL-MART #0753				KITCHEN TOWELS			
2209		12/21 AP		05/12/21	0000000	CINTAS FIRST AID & SAFETY	45.20		08/10/21
		RESTOCK FD FIRST AID KIT							
203		02/22 AP		08/03/21	0000000	FAREWAY STORES INC. #190	5.49		08/10/21
		ZIPLOC BAGS FOR WIPES							
203		02/22 AP		08/01/21	0000000	MENARDS-CEDAR FALLS	53.99		08/10/21
		CHAIN FOR 511 FLAG							
206		02/22 AP		07/26/21	0000000	CITY LAUNDERING CO.	79.53		08/10/21
		RESTOCK FD FIRST AID KIT							
203		02/22 AP		07/25/21	0000000	MENARDS-CEDAR FALLS	41.29		08/10/21
		CLEANING SUPPL/SEAL SPRAY							
181		01/22 AP		07/20/21	0137833	US BANK	277.86		08/05/21
		MARTIN'S FLAG COMPANY				FLAG-AERIAL FIRE TRUCK			
181		01/22 AP		07/05/21	0137833	US BANK	575.53		08/05/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES						continued				
						LOGOTAGS				
						500 CHALLENGE COINS				
						ACCOUNT TOTAL	1,105.64	.00	1,105.64	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
203		02/22 AP		08/04/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00		08/10/21	
						1 CERT.FEE-INSTRUCTOR 1				
						SAM SHAFER				
181		01/22 AP		07/19/21	0137833	US BANK	110.00		08/05/21	
						KIRKWOOD CONT EDUC				
						REG:TRUCKIE TASKS-SCHMIDT				
						ACCOUNT TOTAL	160.00	.00	160.00	
101-4511-414.93-01 EQUIPMENT / EQUIPMENT										
2201		12/21 AP		06/23/21	0137833	US BANK	291.42		08/05/21	
						NAVAL COMPANY INC				
						SHOT LINE/BLANK CARTRIDGE				
203		02/22 AP		08/02/21	0000000	AHS RESCUE	3,476.00		08/10/21	
						ROPE REPLACEMENT				
						ACCOUNT TOTAL	3,767.42	.00	3,767.42	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2201		12/21 AP		06/28/21	0137833	US BANK	29.82		08/05/21	
						WM SUPERCENTER #753				
2201		12/21 AP		06/24/21	0137833	US BANK	111.10		08/05/21	
						WAL-MART #0753				
2209		12/21 AP		05/12/21	0000000	CINTAS FIRST AID & SAFETY	45.20		08/10/21	
						RESTOCK PD FIRST AID KIT				
206		02/22 AP		08/01/21	0000000	THOMSON REUTERS - WEST	285.65		08/10/21	
						INVESTIGATIVE SOFTWARE				
						07/01/21-07/31/21				
206		02/22 AP		07/31/21	0000000	SHRED-IT USA	61.21		08/10/21	
						ON-SITE DOC. DESTRUCTION				
						TICKET #8069497363				
206		02/22 AP		07/29/21	0000000	ABC EMBROIDERY, INC.	29.00		08/10/21	
						NAME TAGS-DUSANKA DEVIC				
						MARRIED NAME-SMITH				
206		02/22 AP		07/28/21	0000000	IOWA SPORTS SUPPLY, INC.	42.50		08/10/21	
						PLAQUE-KATIE BURKHARDT				
206		02/22 AP		07/26/21	0000000	CITY LAUNDERING CO.	88.95		08/10/21	
						RESTOCK PD FIRST AID KIT				
181		01/22 AP		07/05/21	0137833	US BANK	1,151.22		08/05/21	
						LOGOTAGS				
						500 CHALLENGE COINS				
						ACCOUNT TOTAL	1,844.65	.00	1,844.65	
101-5521-415.72-19 OPERATING SUPPLIES / PRINTING										
2201		12/21 AP		06/23/21	0137833	US BANK	196.00		08/05/21	
						COPYWORKS CEDAR FALLS				
						LAMINATE-NO PARKING SIGNS				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.72-19 OPERATING SUPPLIES / PRINTING						continued				
					ACCOUNT TOTAL		196.00	.00	196.00	
101-5521-415.72-20					OPERATING SUPPLIES / OFFICERS EQUIPMENT					
206		02/22 AP		08/03/21	0000000	GALLS, LLC	996.37			08/10/21
						RAIN JACKETS/GUN MOUNTS				
206		02/22 AP		07/28/21	0000000	ENTENMANN-ROVIN CO.	797.40			08/10/21
						P.O. BADGES #177-181,108				
181		01/22 AP		07/19/21	0137833	US BANK	127.42			08/05/21
						WPSG				
						12 CPR MICROSHIELDS				
					ACCOUNT TOTAL		1,921.19	.00	1,921.19	
101-5521-415.72-29					OPERATING SUPPLIES / MIRT EQUIPMENT					
206		02/22 AP		07/28/21	0000000	GALLS, LLC	304.65			08/10/21
						MIRT SHIRTS & PANTS				
					ACCOUNT TOTAL		304.65	.00	304.65	
101-5521-415.83-05					TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)					
181		01/22 AP		07/14/21	0137833	US BANK	11.00			08/05/21
						LOVE S TRAVEL 00006841				
181		01/22 AP		07/14/21	0137833	US BANK	14.50			08/05/21
						PANCHEROS MEXICAN GRI				
181		01/22 AP		07/14/21	0137833	US BANK	6.02			08/05/21
						CASEYS GEN STORE 2816				
					ACCOUNT TOTAL		31.52	.00	31.52	
101-5521-415.83-06					TRANSPORTATION&EDUCATION / EDUCATION					
181		01/22 AP		07/19/21	0137833	US BANK	875.00			08/05/21
						MISSION CRITICAL				
206		02/22 AP		07/19/21	0000000	IOWA LAW ENFORCEMENT ACADEMY	150.00			08/10/21
						FIREARMS RECERT.-MCNAMARA				
						JOHNSTON;07/12/21				
					ACCOUNT TOTAL		1,025.00	.00	1,025.00	
101-5521-415.83-08					TRANSPORTATION&EDUCATION / ACADEMY					
181		01/22 AP		07/19/21	0137833	US BANK	3.50			08/05/21
						COLLEGE TRANSCRIPT				
						COLLEGE TRANSCRIPT FEE				
					ACCOUNT TOTAL		3.50	.00	3.50	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.86-06						REPAIR & MAINTENANCE / WEAPONS MAINTENANCE				
206		02/22	AP	07/28/21	0000000	BROWNELLS, INC.	186.10			08/10/21
						FIREARMS CLEANING SUPPL.				
181		01/22	AP	07/14/21	0137833	US BANK	76.00			08/05/21
						AMZN MKTP US*291A022D2				
						BATTERIES-RIFLE LIGHTS				
						ACCOUNT TOTAL	262.10	0.00	262.10	
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2199		12/21	AP	06/30/21	0000000	NAPA AUTO PARTS	478.70			08/10/21
						PARTS & EXPENSES JUNE'21				
2201		12/21	AP	06/22/21	0137833	US BANK	345.56			08/05/21
						LEE VALLEY TOOLS LTD.				
						SOD LIFTER				
199		02/22	AP	08/01/21	0000000	BROWN'S SHOE FIT	160.00			08/10/21
						P.O. 56620				
199		02/22	AP	08/01/21	0000000	BROWN'S SHOE FIT	160.00			08/10/21
						SAFETY SHOES-L CLEMENTS				
						P.O. 56622				
183		02/22	AP	07/31/21	0000000	CULLIGAN WATER CONDITIONING	81.00			08/10/21
						WATER FOR GREENWOOD CEMT				
169		02/22	AP	07/22/21	0000000	BENTON BUILDING CENTER	17.24			08/10/21
						CONCRETE-FOUNDATION REPAI				
169		02/22	AP	07/22/21	0000000	BENTON BUILDING CENTER	34.49			08/10/21
						CONCRETE-FOUNDATION REPAI				
181		01/22	AP	07/01/21	0137833	US BANK		19.56		08/05/21
						LEE VALLEY TOOLS LTD.				
						REFUND FOR TAX				
						ACCOUNT TOTAL	1,276.99	19.56	1,257.43	
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2199		12/21	AP	06/30/21	0000000	NAPA AUTO PARTS	189.38			08/10/21
						PARTS & EXPENSES JUNE'21				
2199		12/21	AP	06/30/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	62.88			08/10/21
						SOAP,BAGS,TOWELS				
PROJECT#:						062514				
200		02/22	AP	08/03/21	0000000	MARTIN BROS.DISTRIBUTING	507.22			08/10/21
						SOAP,TOWELS				
PROJECT#:						062514				
200		02/22	AP	07/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	203.63			08/10/21
						LINERS, TISSUES, TOWELS				
PROJECT#:						062514				
200		02/22	AP	07/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	35.50			08/10/21
						LINERS, TISSUES, TOWELS				
PROJECT#:						062501				
200		02/22	AP	07/29/21	0000000	OFFICE EXPRESS OFFICE PRODUCT	179.07			08/10/21
						LINERS, TISSUES, TOWELS				
PROJECT#:						062507				
200		02/22	AP	07/26/21	0000000	O'DONNELL ACE HARDWARE	6.99			08/10/21
						ZIP TIES				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
PROJECT#: 062503										
172		02/22 AP		07/22/21	0000000	MARTIN BROS.DISTRIBUTING SOAP	487.98			08/10/21
PROJECT#: 062511										
172		02/22 AP		07/22/21	0000000	OFFICE EXPRESS OFFICE PRODUCT SOAP,LINERS,URNL SCREEN	107.62			08/10/21
PROJECT#: 062501										
172		02/22 AP		07/21/21	0000000	OFFICE EXPRESS OFFICE PRODUCT DISINFECTANT,TOWELS,LINER	39.42			08/10/21
PROJECT#: 062501										
172		02/22 AP		07/21/21	0000000	OFFICE EXPRESS OFFICE PRODUCT DISINFECTANT,LINERS,TOWEL	22.39			08/10/21
PROJECT#: 062506										
172		02/22 AP		07/21/21	0000000	OFFICE EXPRESS OFFICE PRODUCT DISINFECTANT,LINERS,TOWEL	114.14			08/10/21
PROJECT#: 062507										
172		02/22 AP		07/21/21	0000000	OFFICE EXPRESS OFFICE PRODUCT DISINFECTANT,LINERS,TOWEL	39.42			08/10/21
PROJECT#: 062505										
181		01/22 AP		07/19/21	0137833	US BANK	28.97			08/05/21
PROJECT#: 062509										
169		02/22 AP		07/14/21	0000000	ECHO GROUP, INC. AMZN MKTP US*2E8VW6MC1 CHAIR ARM REST	253.69			08/10/21
PROJECT#: 062506										
172		02/22 AP		07/14/21	0000000	OFFICE EXPRESS OFFICE PRODUCT ELEC TAPE, CONNECTORS AND GFI	149.97			08/10/21
PROJECT#: 062514										
ACCOUNT TOTAL							2,428.27	4.00	2,428.27	
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
200		02/22 AP		07/30/21	0000000	O'DONNELL ACE HARDWARE PRY BAR	16.69			08/10/21
PROJECT#: 062511										
200		02/22 AP		07/29/21	0000000	O'DONNELL ACE HARDWARE HEADLAMP/FLASHLIGHT	60.68			08/10/21
PROJECT#: 062506										
200		02/22 AP		07/29/21	0000000	O'DONNELL ACE HARDWARE RETURN OF HEAD LAMP		43.99		08/10/21
PROJECT#: 062506										
169		02/22 AP		07/26/21	0000000	JOHNSTONE SUPPLY OF WATERLOO TOOL STORAGE	54.06			08/10/21
PROJECT#: 062506										
200		02/22 AP		07/23/21	0000000	PLUMB SUPPLY COMPANY, LLC DRILL AND BITS	346.11			08/10/21
PROJECT#: 062506										
ACCOUNT TOTAL							477.54	43.99	433.55	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.73-06						OTHER SUPPLIES / BUILDING REPAIR				
2201		12/21 AP		06/23/21	0137833	US BANK	12.98			08/05/21
		AMZN MKTP			US*2104C6K81	SWITCH				
PROJECT#:		062509								
200		02/22 AP		08/02/21	0000000	O'DONNELL ACE HARDWARE	71.68			08/10/21
						SCREWS				
PROJECT#:		062511								
200		02/22 AP		08/02/21	0000000	O'DONNELL ACE HARDWARE	12.99			08/10/21
						SCREWS				
PROJECT#:		062511								
200		02/22 AP		07/30/21	0000000	MENARDS-CEDAR FALLS	159.83			08/10/21
						2X4X10, PAINT PEN				
PROJECT#:		062511								
200		02/22 AP		07/30/21	0000000	O'DONNELL ACE HARDWARE	1.69			08/10/21
						OUTLET COVER				
PROJECT#:		062508								
172		02/22 AP		07/29/21	0000000	POLK'S LOCK SERVICE, INC.	326.75			08/10/21
						KEY AND LOCK REPAIR REC CENTER				
PROJECT#:		062507								
172		02/22 AP		07/29/21	0000000	POLK'S LOCK SERVICE, INC.	36.00			08/10/21
						KEY AND LOCK REPAIR BEACH HOUSE				
PROJECT#:		062515								
183		02/22 AP		07/29/21	0000000	ECHO GROUP, INC.	177.40			08/10/21
						LIGHT REPAIR CITY HALL				
PROJECT#:		062501								
183		02/22 AP		07/29/21	0000000	ECHO GROUP, INC.	195.80			08/10/21
						LIGHT BULBS LIBRARY				
PROJECT#:		062503								
183		02/22 AP		07/28/21	0000000	ECHO GROUP, INC.	186.03			08/10/21
						LIGHT REPAIR LIBRARY EMERGENCY				
PROJECT#:		062503								
200		02/22 AP		07/28/21	0000000	O'DONNELL ACE HARDWARE	31.07			08/10/21
						SCRAPER, TAPE, PUTTY KNIFE				
PROJECT#:		062511								
200		02/22 AP		07/28/21	0000000	O'DONNELL ACE HARDWARE		13.69		08/10/21
						RETURNED TAPE				
PROJECT#:		062511								
183		02/22 AP		07/27/21	0000000	ECHO GROUP, INC.	185.40			08/10/21
						LIGHT BULBS CITY HALL				
PROJECT#:		062501								
183		02/22 AP		07/27/21	0000000	ECHO GROUP, INC.	132.41			08/10/21
						LIGHT BULBS HEARST				
PROJECT#:		062505								
200		02/22 AP		07/27/21	0000000	O'DONNELL ACE HARDWARE	17.98			08/10/21
						CAULK				
PROJECT#:		062511								
200		02/22 AP		07/26/21	0000000	MENARDS-CEDAR FALLS	36.23			08/10/21
						SCREWS, ANCHORS, TAPCON HEX				
PROJECT#:		062511								
183		02/22 AP		07/23/21	0000000	CHRISTIE DOOR COMPANY	323.75			08/10/21

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued			
OVERHEAD DOOR REPAIR									
PROJECT#:		062506							
200		02/22 AP		07/22/21	0000000	POLK'S LOCK SERVICE, INC. BOAT CLUB ISSUE	57.00		08/10/21
PROJECT#:		062515							
200		02/22 AP		07/21/21	0000000	MENARDS-CEDAR FALLS	43.85		08/10/21
SEALANT									
PROJECT#:		062507							
172		02/22 AP		07/20/21	0000000	POLK'S LOCK SERVICE, INC. LOCK REPAIR REC CENTER	75.00		08/10/21
PROJECT#:		062507							
172		02/22 AP		07/16/21	0000000	MENARDS-CEDAR FALLS	4.66		08/10/21
SCREWS, EXT RING									
PROJECT#:		062514							
169		02/22 AP		07/13/21	0000000	CHRISTIE DOOR COMPANY	645.25		08/10/21
OVERHEAD DOOR REPAIR									
PROJECT#:		062511							
169		02/22 AP		07/07/21	0000000	FASTENAL COMPANY ANCHORS AND BITS TRX	28.32		08/10/21
PROJECT#:		062507							
181		01/22 AP		07/05/21	0137833	US BANK IN *EXTRACTOR CORPORATION	255.00		08/05/21
PROJECT#:		062514							
181		01/22 AP		07/02/21	0137833	US BANK ALLIEDHANDD	101.00		08/05/21
PROJECT#:		062514							
183		02/22 AP		04/21/21	0000000	ECHO GROUP, INC. BASE CREDIT REC CENTER		104.04	08/10/21
PROJECT#:		062507							
ACCOUNT TOTAL							3,118.07	117.73	3,000.34
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
200		02/22 AP		08/01/21	0000000	PLUNKETT'S PEST CONTROL, INC PEST CONTROL COMM CENTER	24.96		08/10/21
PROJECT#:		062508							
200		02/22 AP		08/01/21	0000000	PLUNKETT'S PEST CONTROL, INC PEST CONTROL PUB SAFETY	49.18		08/10/21
PROJECT#:		062511							
200		02/22 AP		08/01/21	0000000	PLUNKETT'S PEST CONTROL, INC PEST CONTROL CITY HALL	322.00		08/10/21
PROJECT#:		062501							
200		02/22 AP		08/01/21	0000000	PLUNKETT'S PEST CONTROL, INC PEST CONTROL HEARST	25.00		08/10/21
PROJECT#:		062505							
200		02/22 AP		08/01/21	0000000	PLUNKETT'S PEST CONTROL, INC PEST CONTROL FIRE DEPT	15.00		08/10/21
PROJECT#:		062510							

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued				
200		02/22 AP		08/01/21	0000000	PLUNKETT'S PEST CONTROL, INC BEACH HOUSE	80.00			08/10/21
PROJECT#:					062515					
200		02/22 AP		08/01/21	0000000	PLUNKETT'S PEST CONTROL, INC FIRE DEPT	15.00			08/10/21
PROJECT#:					062510					
200		02/22 AP		07/08/21	0000000	PLUNKETT'S PEST CONTROL, INC	259.50			08/10/21
PROJECT#:					062503					
ACCOUNT TOTAL							790.64	.00	790.64	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
183		02/22 AP		08/01/21	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES CITY HALL	3,700.00			08/10/21
PROJECT#:					062501					
183		02/22 AP		08/01/21	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES HEARST	1,448.00			08/10/21
PROJECT#:					062505					
183		02/22 AP		08/01/21	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES REC CENTER	7,000.00			08/10/21
PROJECT#:					062507					
183		02/22 AP		08/01/21	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES PUB SAFETY	3,000.00			08/10/21
PROJECT#:					062511					
183		02/22 AP		08/01/21	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES VISTOR CENTER	624.00			08/10/21
PROJECT#:					062509					
183		02/22 AP		08/01/21	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES LIBRARY	3,268.00			08/10/21
PROJECT#:					062503					
183		02/22 AP		08/01/21	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES COMM CENTER	770.00			08/10/21
PROJECT#:					062508					
183		02/22 AP		08/01/21	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES PUB WORKS	1,664.00			08/10/21
PROJECT#:					062506					
183		02/22 AP		08/01/21	0000000	FRESH START CLEANING SOLUTION JANITORIAL SERVICES BEACH HOUSE	50.00			08/10/21
PROJECT#:					062515					
200		02/22 AP		07/30/21	0000000	MILLER WINDOW SERVICE WINDOW CLEANING PUB SAFE	70.00			08/10/21
PROJECT#:					062511					
183		02/22 AP		07/27/21	0000000	A-TEC RECYCLING, INC. BULB RECYCLING	515.10			08/10/21
PROJECT#:					062501					
183		02/22 AP		07/27/21	0000000	A-TEC RECYCLING, INC. BULB RECYCLING	515.11			08/10/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
PROJECT#: 062503										
169		02/22 AP		07/22/21	0000000	BLACKHAWK SPRINKLERS, INC. FIRE SPRINKLER INSPECTION PUB SAFETY	174.95			08/10/21
PROJECT#: 062511										
172		02/22 AP		07/20/21	0000000	PROSHIELD FIRE & SECURITY FIRE EXTING SERVICE PUBLIC WORKS	985.75			08/10/21
PROJECT#: 062506										
181		01/22 AP		07/16/21	0137833	US BANK IA DNR FEES AND PAYMENTS WELL WATER USAGE PERMIT	350.00			08/05/21
PROJECT#: 062506										
ACCOUNT TOTAL							24,134.91	.00		24,134.91
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING										
169		02/22 AP		07/16/21	0000000	AIRE SERV.OF THE CEDAR VALLEY HVAC REPAIR	671.00			08/10/21
PROJECT#: 062501										
ACCOUNT TOTAL							671.00	.00		671.00
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
176		02/22 AP		08/02/21	0000000	OFFICE EXPRESS OFFICE PRODUCT GEL PENS-BLACK	33.86			08/10/21
176		02/22 AP		07/30/21	0000000	OFFICE EXPRESS OFFICE PRODUCT GEL PENS-BLUE/RED	67.72			08/10/21
176		02/22 AP		07/27/21	0000000	OFFICE EXPRESS OFFICE PRODUCT POST-IT FLAGS	8.10			08/10/21
176		02/22 AP		07/27/21	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	17.55			08/10/21
176		02/22 AP		07/23/21	0000000	PARKADE PRINTER, INC. #10 WINDOW ENVELOPES PW ENGINEERING DIVISION	135.81			08/10/21
176		02/22 AP		07/23/21	0000000	PARKADE PRINTER, INC. ENGINEERING GRID FORMS	71.16			08/10/21
176		02/22 AP		07/20/21	0000000	OFFICE EXPRESS OFFICE PRODUCT CORRECTION TAPE, FLAG TABS	11.22			08/10/21
176		02/22 AP		07/19/21	0000000	OFFICE EXPRESS OFFICE PRODUCT POST-ITS, PENS	31.17			08/10/21
176		02/22 AP		07/19/21	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	9.00			08/10/21
ACCOUNT TOTAL							385.59	.00		385.59
101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
169		02/22 AP		07/19/21	0000000	HUPP ELECTRIC MOTORS WALTERS RIDGE POND PUMP MOTOR	1,680.75			08/10/21
ACCOUNT TOTAL							1,680.75	.00		1,680.75

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE				
176		02/22 AP		07/23/21	0000000	MIDAMERICAN ENERGY	10.33			08/10/21
						FINCHFORD RIVER GAUGE				06/23/21-07/23/21
						ACCOUNT TOTAL	10.33	.00	10.33	
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.										
2200		12/21 AP		07/19/21	0000000	TERRACON CONSULTANTS, INC.	150.67			08/10/21
						3190-CONSTRUCTION TESTING				3227 STREET RECON.-OLIVE
						PROJECT#: 023190				
2200		12/21 AP		07/16/21	0000000	AECOM TECHNICAL SERVICES, INC	10,907.09			08/10/21
						3282-2021 SURVEY SERVICES				06/05/21-07/09/21
						PROJECT#: 023282				
						ACCOUNT TOTAL	11,057.76	.00	11,057.76	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2199		12/21 AP		06/30/21	0000000	NAPA AUTO PARTS	616.67			08/10/21
						PARTS & EXPENSES JUNE'21				
2206		12/21 AP		06/28/21	0000000	BUILDERS SELECT LLC	36.99			08/10/21
						NORDIC PARK LOCK				
2206		12/21 AP		05/26/21	0000000	DIAMOND VOGEL PAINT - #52	58.70			08/10/21
						ROLLERS,COVER,BTV POLY				
200		02/22 AP		08/04/21	0000000	MARTIN BROS.DISTRIBUTING	170.55			08/10/21
						PARKS TOLIET PAPER				
200		02/22 AP		08/02/21	0000000	DIAMOND VOGEL PAINT - #64/#55	18.16			08/10/21
						CAULK				
172		02/22 AP		07/23/21	0000000	STOKES WELDING	139.55			08/10/21
						CHAINSAW CHAIN,GUIDES,				CLIPS,FILTERS,WASHERS
						ACCOUNT TOTAL	1,040.62	.00	1,040.62	
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
181		01/22 AP		07/08/21	0137833	US BANK	1,080.00			08/05/21
						AMERICAN PUBLIC WORKS				AMERICAN PUBLIC WORKS
						ACCOUNT TOTAL	1,080.00	.00	1,080.00	
						FUND TOTAL	135,238.83	2,295.65	132,943.18	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS										
	172			02/22	AP 07/22/21 0000000	MENARDS-CEDAR FALLS DRILL BITS FOR CONCRETE	19.35			08/10/21
ACCOUNT TOTAL							19.35	0.00	19.35	
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
	200			02/22	AP 08/02/21 0000000	O'DONNELL ACE HARDWARE NUTS, BOLTS, TAPE	51.02			08/10/21
	172			02/22	AP 07/29/21 0000000	O'DONNELL ACE HARDWARE WASP SPRAY	5.99			08/10/21
ACCOUNT TOTAL							57.01	0.00	57.01	
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
	199			02/22	AP 08/01/21 0000000	BROWN'S SHOE FIT SAFETY SHOES-A BURG P.O. 56625	160.00			08/10/21
	199			02/22	AP 08/01/21 0000000	BROWN'S SHOE FIT SAFETY SHOES-T JOHNSON P.O. 56629	134.95			08/10/21
	199			02/22	AP 08/01/21 0000000	BROWN'S SHOE FIT SAFETY SHOES-M SOPPE P.O. 56630	120.00			08/10/21
	169			02/22	AP 07/27/21 0000000	GIERKE-ROBINSON COMPANY, INC. CAUTION TAPE	19.96			08/10/21
ACCOUNT TOTAL							434.91	0.00	434.91	
206-6637-436.73-30 OTHER SUPPLIES / BRIDGES										
	200			02/22	AP 07/29/21 0000000	MENARDS-CEDAR FALLS PAINT, SCRAPER, COVERS	85.81			08/10/21
	172			02/22	AP 07/28/21 0000000	O'DONNELL ACE HARDWARE BRUSHES, ROLLERS, LINERS	69.84			08/10/21
	200			02/22	AP 07/26/21 0000000	MENARDS-WATERLOO PAINT FOR GUARD RAILS	81.34			08/10/21
	172			02/22	AP 07/23/21 0000000	MENARDS-CEDAR FALLS PAIL, FRAME, COVER	47.92			08/10/21
	172			02/22	AP 07/22/21 0000000	MENARDS-CEDAR FALLS PAINT, SANDING BLOCKS	57.42			08/10/21
	172			02/22	AP 07/22/21 0000000	MENARDS-CEDAR FALLS PAINT, LINER, THINNER, COVER BRUSHES	115.50			08/10/21
ACCOUNT TOTAL							457.83	0.00	457.83	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
	2199			12/21	AP 06/30/21 0000000	NAPA AUTO PARTS PARTS & EXPENSES JUNE '21	923.02			08/10/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued				
183		02/22 AP		08/03/21	0000000	GIERKE-ROBINSON COMPANY, INC. EXPANSION BRUSH FOR CONCRETE POURS	90.99			08/10/21
183		02/22 AP		08/02/21	0000000	BLACK HAWK RENTAL	122.04			08/10/21
200		02/22 AP		07/27/21	0000000	PROPANE FOR PRO PATCHER BENTON'S READY MIX CONCRETE,	605.00			08/10/21
183		02/22 AP		07/24/21	0000000	CONCRETE-OLIVE STREET ASPRO, INC.	90.64			08/10/21
169		02/22 AP		07/21/21	0000000	HOT MIX ASPHALT BENTON'S READY MIX CONCRETE,	605.00			08/10/21
169		02/22 AP		07/21/21	0000000	CONCRETE-STREET REPAIR MAIN STREET	605.00			08/10/21
169		02/22 AP		07/21/21	0000000	BENTON'S READY MIX CONCRETE, OLIVE STREET	605.00			08/10/21
169		02/22 AP		07/21/21	0000000	CONCRETE-STREET REPAIR BUILDERS SELECT LLC	34.56			08/10/21
169		02/22 AP		07/20/21	0000000	FORM LUMBER BENTON'S READY MIX CONCRETE,	1,190.00			08/10/21
169		02/22 AP		07/17/21	0000000	CONCRETE-STREET REPAIR LEXINGTON DR	541.51			08/10/21
183		02/22 AP		07/17/21	0000000	ASPRO, INC. TACK OIL/HOTMIX	717.20			08/10/21
169		02/22 AP		07/15/21	0000000	ASPRO, INC. HOT MIX ASPHALT	635.25			08/10/21
169		02/22 AP		07/10/21	0000000	BENTON'S READY MIX CONCRETE, 415 WINDING RIDGE	597.90			08/10/21
169		02/22 AP		07/10/21	0000000	BMC AGGREGATES L.C. ROCK FOR SPRAY PATCHING	1,181.59			08/10/21
						ROADSTONE FOR ALLEYS AND SHOULDERS				
ACCOUNT TOTAL							7,939.70	.00		7,939.70
206-6637-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
181		01/22 AP		07/07/21	0137833	US BANK AMERICAN PUBLIC WORKS	829.00			08/05/21
ACCOUNT TOTAL							829.00	.00		829.00
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2199		12/21 AP		06/30/21	0000000	NAPA AUTO PARTS PARTS & EXPENSES JUNE'21	1,272.89			08/10/21
ACCOUNT TOTAL							1,272.89	.00		1,272.89
FUND TOTAL							11,010.69	.00		11,010.69

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 215 HOSPITAL FUND										
215-1230-421.88-45 OUTSIDE AGENCIES / COMMUNITY HEALTH CARE PR.										
2213		12/21 AP		04/30/21	0000000	FAMILY & CHILDREN'S COUNCIL	20,000.00			08/10/21
HTFB:SEXUAL ABUSE PREVENT										
ACCOUNT TOTAL							20,000.00	.00	20,000.00	
FUND TOTAL							20,000.00	.00	20,000.00	
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
198		02/22 AP		07/31/21	0000000	MRI SOFTWARE LLC	16,752.95			08/10/21
HAPPY SOFTWARE SUBS.RENEW CARES-11/01/21-10/31/22										
PROJECT#: 022344										
ACCOUNT TOTAL							16,752.95	.00	16,752.95	
FUND TOTAL							16,752.95	.00	16,752.95	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-19 OPERATING SUPPLIES / PRINTING										
198		02/22 AP		07/14/21	0000000	COURIER LEGAL COMMUNICATIONS	34.65			08/10/21
CDBG REQUEST FOR PROPOSAL										
ACCOUNT TOTAL							34.65	.00	34.65	
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2214		12/21 AP		06/30/21	0004650	IOWA NORTHLAND REGIONAL CO. O		1,101.14		08/09/21
ACCOUNT CORRECTION ENTITLEMENT SIDEWALKS										
PROJECT#: 023248										
2214		12/21 AP		05/31/21	0004642	IOWA NORTHLAND REGIONAL CO. O		1,625.56		08/09/21
ACCOUNT CORRECTION ENTITLEMENT SIDEWALKS										
PROJECT#: 023248										
2214		12/21 AP		04/30/21	0004637	IOWA NORTHLAND REGIONAL CO. O		190.22		08/09/21
ACCOUNT CORRECTION ENTITLEMENT SIDEWALKS										
PROJECT#: 023248										
2214		12/21 AP		03/31/21	0004628	IOWA NORTHLAND REGIONAL CO. O		138.99		08/09/21
ACCOUNT CORRECTION ENTITLEMENT SIDEWALKS										
PROJECT#: 023248										
2214		12/21 AP		02/26/21	0004626	IOWA NORTHLAND REGIONAL CO. O		479.75		08/09/21
ACCOUNT CORRECTION ENTITLEMENT SIDEWALKS										
PROJECT#: 023248										
2214		12/21 AP		02/26/21	0004626	IOWA NORTHLAND REGIONAL CO. O		828.96		08/09/21
ACCOUNT CORRECTION ENTITLEMENT SIDEWALKS 19										
PROJECT#: 023223										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES continued										
2214		12/21 AP		01/29/21	0004625	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SIDEWALKS		1,806.79		08/09/21
PROJECT#: 023248										
198		02/22 AP		07/22/21	0000000	COURIER LEGAL COMMUNICATIONS	83.48			08/10/21
CDBG-100 FLOODPLAIN NTC										
ACCOUNT TOTAL							83.48	6,171.41		6,087.93-
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT										
2214		12/21 AP		06/30/21	0004650	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SIDEWALKS	1,101.14			08/09/21
PROJECT#: 023248										
2214		12/21 AP		05/31/21	0004642	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SIDEWALKS	1,625.56			08/09/21
PROJECT#: 023248										
2214		12/21 AP		04/30/21	0004637	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SIDEWALKS	190.22			08/09/21
PROJECT#: 023248										
2214		12/21 AP		03/31/21	0004628	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SIDEWALKS	138.99			08/09/21
PROJECT#: 023248										
2214		12/21 AP		02/26/21	0004626	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SIDEWALKS	479.75			08/09/21
PROJECT#: 023248										
2214		12/21 AP		02/26/21	0004626	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SIDEWALKS 19	828.96			08/09/21
PROJECT#: 023223										
2214		12/21 AP		01/29/21	0004625	IOWA NORTHLAND REGIONAL CO. O ENTITLEMENT SIDEWALKS	1,806.79			08/09/21
PROJECT#: 023248										
198		02/22 AP		07/23/21	0000000	COURIER LEGAL COMMUNICATIONS	131.25			08/10/21
CDBG-SIDEWALK INFILL NTC										
PROJECT#: 023248										
198		02/22 AP		07/12/21	0000000	COURIER LEGAL COMMUNICATIONS	19.42			08/10/21
CDBG-SIDEWALK INFILL NTC										
PROJECT#: 023248										
ACCOUNT TOTAL							6,322.08	.00		6,322.08
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2										
2217		12/21 AP		08/09/21	0000000	CEDAR FALLS COMMUNITY SCHOOLS CV-2 IEDA GRANT	42,076.47			08/10/21
PROJECT#: 022353										
216		02/22 AP		08/09/21	0000000	CEDAR FALLS COMMUNITY SCHOOLS CV-2 IEDA GRANT	40,907.68			08/10/21
PROJECT#: 022353										
209		02/22 AP		08/06/21	0000000	ST. PATRICK SCHOOL	9,704.89			08/10/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2 continued										
CARES CV2-SCHOOL EQUIP.										
PROJECT#:		022353								
198		02/22 AP		07/26/21	0000000	JOHNSTONE SUPPLY OF WATERLOO IWAIVE AIR CLEANERS (10)	4,299.50			08/10/21
PROJECT#:		022353								
198		02/22 AP		07/20/21	0000000	HARRIS CLEANING SERVICE, INC. GENERATOR & AIR PURIFIER	6,355.00			08/10/21
PROJECT#:		022353								
182		01/22 AP		07/08/21	0004652	US BANK HOTSPOT DEVICES	165.00			08/05/21
PROJECT#:		022353								
ACCOUNT TOTAL							103,508.54	.00		103,508.54
FUND TOTAL							109,948.75	6,171.41		103,777.34
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION										
176		02/22 AP		07/29/21	0000000	PETERSON CONTRACTORS	304,915.80			08/10/21
PROJECT#:		023227								
ACCOUNT TOTAL							304,915.80	.00		304,915.80
242-1240-431.92-85 STRUCTURE IMPROV & BLDGS / UNION ROAD RECONSTRUCTION										
2210		12/21 AP		07/22/21	0000000	FOTH INFRASTRUCTURE & ENVIRON SERVICES THRU 6/30/21	26,278.70			08/10/21
PROJECT#:		023238								
ACCOUNT TOTAL							26,278.70	.00		26,278.70
FUND TOTAL							331,194.50	.00		331,194.50
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2201		12/21 AP		06/23/21	0137833	US BANK	109.44			08/05/21
199		02/22 AP		07/01/21	0000000	B&H PHOTO 800-606-6969 STOREY KENWORTHY	3.19			08/10/21
PROJECT#:		023238								
ACCOUNT TOTAL							112.63	.00		112.63

ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 254 CABLE TV FUND								
254-1088-431.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES		
2201		12/21	AP	06/23/21	0137833	US BANK	149.00	08/05/21
2201		12/21	AP	06/23/21	0137833	US BANK	128.27	08/05/21
						STORY BLOCKSVIDEO		
						SUBSC.MEMBERSHIP LIBRARY		
						DROPBOX*P79DCC3KDVZR		
						DROPBOX PLUS		
						ACCOUNT TOTAL	277.27	277.27
254-1088-431.73-01						OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES		
181		01/22	AP	07/12/21	0137833	US BANK	54.10	08/05/21
181		01/22	AP	07/09/21	0137833	US BANK	79.92	08/05/21
						AMZN MKTP US*295962552		
						ADAPTERS, COUPLERS		
						AMZN MKTP US*290GB8P92		
						FIBER OPTIC ADAPTERS		
						ACCOUNT TOTAL	134.02	134.02
254-1088-431.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)		
2201		12/21	AP	06/28/21	0137833	US BANK	5.79	08/05/21
						CASEYS GEN STORE 1887		
						ICE-CREW STURGIS FALLS		
						ACCOUNT TOTAL	5.79	5.79
254-1088-431.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE		
199		02/22	AP	07/19/21	0000000	FASTENAL COMPANY	395.63	08/10/21
						VEST HARNESS		
						ACCOUNT TOTAL	395.63	395.63
254-1088-431.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS		
181		01/22	AP	07/12/21	0137833	US BANK	568.85	08/05/21
						MARKERTEK VIDEO SUPPLY		
						MULTI CHANNEL MIC CABLE		
						ACCOUNT TOTAL	568.85	568.85
254-1088-431.93-01						EQUIPMENT / EQUIPMENT		
2201		12/21	AP	06/29/21	0137833	US BANK	487.49	08/05/21
199		02/22	AP	08/01/21	0000000	TUNEDGE, INC.	450.00	08/10/21
181		01/22	AP	07/20/21	0137833	US BANK	286.09	08/05/21
181		01/22	AP	07/01/21	0137833	US BANK	499.99	08/05/21
						B&H PHOTO 800-606-6969		
						CARBON FIBER TRIPOD		
						NEWEGG INC		
						DESKTOP PROCESSOR		
						ACCOUNT TOTAL	1,723.57	1,723.57

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
FUND TOTAL							3,217.76	.00	3,217.76	
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
199		02/22 AP		07/01/21	0000000	STOREY KENWORTHY SELF SEAL ENVELOPES	2.00			08/10/21
ACCOUNT TOTAL							2.00	.00	2.00	
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
199		02/22 AP		07/31/21	0000000	IPS GROUP, INC	175.00			08/10/21
212		02/22 AP		07/31/21	0000000	GATEWAY FEES-JULY'21 (7) PAYSTATIONS CITATION PRKNG FEES JUL21	1,662.25			08/10/21
ACCOUNT TOTAL							1,837.25	.00	1,837.25	
258-5531-435.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
212		02/22 AP		07/23/21	0000000	SMARTSIGN SIGNS-DT MUNICIPAL LOTS 4-HR. PARKING SIGNS	2,185.75			08/10/21
ACCOUNT TOTAL							2,185.75	.00	2,185.75	
FUND TOTAL							4,025.00	.00	4,025.00	
FUND 261 TOURISM & VISITORS										
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2201		12/21 AP		06/30/21	0137833	US BANK WM SUPERCENTER #753 VISITOR SUPPLIES	2.98			08/05/21
ACCOUNT TOTAL							2.98	.00	2.98	
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE										
143		02/22 AP		07/26/21	0000000	EXPERIENCE WATERLOO BULK VG MAILING	461.40			08/10/21
181		01/22 AP		07/05/21	0137833	US BANK THE UPS STORE 5189 SHIP VG TO S IA WELCOME	28.37			08/05/21
ACCOUNT TOTAL							489.77	.00	489.77	
261-2291-423.73-53 OTHER SUPPLIES / INTERNET DESIGN										
143		02/22 AP		07/15/21	0000000	EXPERIENCE WATERLOO	1,000.00			08/10/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.73-53 OTHER SUPPLIES / INTERNET DESIGN continued									
CV365 CALENDAR SETUP									
ACCOUNT TOTAL							1,000.00	.00	1,000.00
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									
2196		12/21 AP		06/30/21	0000000	SMITH, BONNIE	2.40		08/10/21
GIFT SHOP ITEMS SOLD BETWEEN JULY2020-JUNE2021									
2196		12/21 AP		06/30/21	0000000	CEDAR FALLS HISTORICAL SOCIET	122.48		08/10/21
GIFT SHOP ITEMS SOLD BETWEEN JULY2020-JUNE2021									
2196		12/21 AP		06/30/21	0000000	STURGIS FALLS CELEBRATION, IN	36.00		08/10/21
GIFT SHOP ITEMS SOLD BETWEEN JULY2020-JUNE2021									
2196		12/21 AP		06/30/21	0000000	KENYON, JAMES	154.40		08/10/21
GIFT SHOP ITEMS SOLD BETWEEN JULY2020-JUNE2021									
2196		12/21 AP		06/30/21	0000000	GROUT MUSEUM DISTRICT	13.06		08/10/21
GIFT SHOP ITEMS SOLD BETWEEN JULY2020-JUNE2021									
2196		12/21 AP		06/30/21	0000000	KILGARD, CLARK	15.10		08/10/21
GIFT SHOP ITEMS SOLD BETWEEN JULY2020-JUNE2021									
2196		12/21 AP		06/30/21	0000000	BARN HAPPY-KRISTIN L. BOETTGE	17.95		08/10/21
GIFT SHOP ITEMS SOLD BETWEEN JULY2020-JUNE2021									
2196		12/21 AP		06/30/21	0000000	DOLGENER, ALICE	56.25		08/10/21
GIFT SHOP ITEMS SOLD BETWEEN JULY2020-JUNE2021									
ACCOUNT TOTAL							417.64	.00	417.64
261-2291-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
143		02/22 AP		07/19/21	0000000	IOWA SOCIETY-EXEC.ASSOC.	130.00		08/10/21
FY22 MEMBERSHIP									
ACCOUNT TOTAL							130.00	.00	130.00
261-2291-423.85-20 UTILITIES / INTERNET SERVICE									
143		02/22 AP		07/15/21	0000000	EXPERIENCE WATERLOO	2,812.50		08/10/21
CV365 15 MO LICENSING									
ACCOUNT TOTAL							2,812.50	.00	2,812.50
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE									
2196		12/21 AP		07/01/21	0000000	CITY LAUNDERING CO.	10.00		08/10/21
MAT SERVICE									
ACCOUNT TOTAL							10.00	.00	10.00
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS									
2201		12/21 AP		06/30/21	0137833	US BANK	12.34		08/05/21

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS						continued			
						WM SUPERCENTER #753			
						SUPPLIES ENVOY APPR SPRIN			
143		02/22 AP		07/29/21	0000000	SANDEE'S LIMITED	105.75		08/10/21
						9 STAFF/VOLUNTEER			
						NAMETAGS			
						ACCOUNT TOTAL	118.09	.00	118.09
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS									
2201		12/21 AP		06/23/21	0137833	US BANK	30.00		08/05/21
						CEDAR CITY CREAMERY			
						SUPPLIES STURGIS FALLS			
2201		12/21 AP		06/22/21	0137833	US BANK	8.41		08/05/21
						WAL-MART #0753			
						STURGIS FALLS KIDS PARADE			
						ACCOUNT TOTAL	38.41	.00	38.41
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS									
2196		12/21 AP		07/28/21	0000000	1919 APCCC LLC	1,000.00		08/10/21
						GRANT:MRKT THE SUPFRAGIST			
2196		12/21 AP		07/19/21	0000000	ISI TEAM CAMPS	10,000.00		08/10/21
						GRANT:FY21 ISI TEAM CAMPS			
						MARKETING/EVENT EXPENSES			
						ACCOUNT TOTAL	11,000.00	.00	11,000.00
261-2291-423.88-43 OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS									
2196		12/21 AP		07/19/21	0000000	WATERLOO-CEDAR FALLS SYMPHONY	5,000.00		08/10/21
						GRANT:CV YOUTH OUTREACH			
						FY21			
						ACCOUNT TOTAL	5,000.00	.00	5,000.00
261-2291-423.93-01 EQUIPMENT / EQUIPMENT									
143		02/22 AP		07/27/21	0000000	DIRECT APPLIANCE & TV CENTER	843.90		08/10/21
						REFRIGERATOR			
						ACCOUNT TOTAL	843.90	.00	843.90
						FUND TOTAL	21,863.29	.00	21,863.29
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
182		01/22 AP		07/12/21	0137833	US BANK	69.99		08/05/21
						AMZN MKTP US*290V815X2			
						BINGO CAGE GAME SET			
						ACCOUNT TOTAL	69.99	.00	69.99

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT		
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE		
									POST DT		
FUND 262	SENIOR SERVICES & COMM CT										
	FUND TOTAL								69.99	.00	69.99
FUND 291	POLICE FORFEITURE FUND										
291-5521-415.89-41	MISCELLANEOUS SERVICES / POLICE EQUIPMENT										
206		02/22 AP		07/19/21	0000000	CELLEBRITE USA, INC.	3,000.00		08/10/21		
						SOFTWARE UPGRADE					
181		01/22 AP		07/05/21	0137833	US BANK	863.25		08/05/21		
						LOGOTAGS					
						500 CHALLENGE COINS					
	ACCOUNT TOTAL								3,863.25	.00	3,863.25
	FUND TOTAL								3,863.25	.00	3,863.25
FUND 292	POLICE RETIREMENT FUND										
FUND 293	FIRE RETIREMENT FUND										
FUND 294	LIBRARY RESERVE										
FUND 295	SOFTBALL PLAYER CAPITAL										
FUND 296	GOLF CAPITAL										
296-6623-423.92-01	STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
200		02/22 AP		07/29/21	0000000	PLUMB TECH INC.	349.00		08/10/21		
						ICE MAKER INSTALLATION					
						DUCT REWORKING					
PROJECT#:						062516					
172		02/22 AP		07/19/21	0000000	STICKFORT ELECTRIC CO., INC.	187.13		08/10/21		
						WIRING FOR NEW ICE MACHIN					
						E PHEASANT RIDGE					
PROJECT#:						062516					
169		02/22 AP		07/15/21	0000000	GOODWIN TUCKER GROUP	6,798.69		08/10/21		
						ICE MAKER REPLACEMENT					
						PROSHOP					
PROJECT#:						062516					
	ACCOUNT TOTAL								7,334.82	.00	7,334.82
	FUND TOTAL								7,334.82	.00	7,334.82
FUND 297	REC FACILITIES CAPITAL										
FUND 298	HEARST CAPITAL										
298-2280-423.89-39	MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS										
181		01/22 AP		07/19/21	0137833	US BANK	52.73		08/05/21		
						GAYLORD BROS INC					
						PERMENANT STORAGE BOX					
	ACCOUNT TOTAL								52.73	.00	52.73
	FUND TOTAL								52.73	.00	52.73

GROUP NBR	PO NBR	ACCTG PER	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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 430 2004 TIF BOND										
430-1220-431.97-64 TIF BOND PROJECTS / VIKING ROAD EXTENSION										
2210		12/21 AP		07/31/21	0000000	SNYDER & ASSOCIATES, INC.	20,243.72			08/10/21
					3189-INDUSTRIAL PARK EXP.	SERVICES THRU 6/30/21				
PROJECT#: 023189										
ACCOUNT TOTAL							20,243.72	.00	20,243.72	
430-1220-431.97-70 TIF BOND PROJECTS / VIKING ROAD										
2210		12/21 AP		07/31/21	0000000	SNYDER & ASSOCIATES, INC.	297.00			08/10/21
					3212-WEST VIKING RD RECON	SERVICES THRU 6/30/21				
PROJECT#: 023212										
ACCOUNT TOTAL							297.00	.00	297.00	
430-1220-431.97-82 TIF BOND PROJECTS / STREETScape MAINTENANCE										
2216		12/21 AP		07/30/21	0000000	SNYDER & ASSOCIATES, INC.	4,475.76			08/10/21
					3242-DWNTWN STREETS CP II	SERVICES THRU 06/30/21				
PROJECT#: 023242										
176		02/22 AP		07/29/21	0000000	OWEN CONTRACTING INC.	140,519.89			08/10/21
					3242-DWNTWN STREETS CP II					
PROJECT#: 023242										
172		02/22 AP		07/15/21	0000000	MIDLAND CONCRETE PRODUCTS, LL	26,122.90			08/10/21
					PAVERS-STREET SCAPE PROJ.					
PROJECT#: 023242										
ACCOUNT TOTAL							171,118.55	.00	171,118.55	
430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES										
2207		12/21 AP		07/22/21	0000000	AHLERS AND COONEY, P.C.	155.00			08/10/21
					LGL:URBAN RENEWAL IND PRK	6/23/21				
ACCOUNT TOTAL							155.00	.00	155.00	
430-1220-431.98-47 CAPITAL PROJECTS / CYBER LANE										
2210		12/21 AP		07/30/21	0000000	SNYDER & ASSOCIATES, INC.	2,089.00			08/10/21
					3245-CYBER LANE EXTENSION	SERVICES THRU 6/30/21				
PROJECT#: 023245										
ACCOUNT TOTAL							2,089.00	.00	2,089.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 430 2004 TIF BOND										
FUND TOTAL							193,903.27	.00	193,903.27	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
436-1220-431.98-26 CAPITAL PROJECTS / DOWNTOWN LEVEE IMPROVEMNT										
2200 12/21 AP 07/21/21 0000000 AECOM TECHNICAL SERVICES, INC							6,297.47			08/10/21
3251-FEMA LEVEE CERT. 06/12/21-07/16/21										
PROJECT#: 023251										
ACCOUNT TOTAL							6,297.47	.00	6,297.47	
FUND TOTAL							6,297.47	.00	6,297.47	
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
438-1220-431.95-27 BOND FUND PROJECTS / UNION ROAD TRAIL										
2210 12/21 AP 07/30/21 0000000 SNYDER & ASSOCIATES, INC.							2,445.84			08/10/21
3217-UNION RD TRAIL SERVICES THRU 6/30/21										
PROJECT#: 023217										
176 02/22 AP 07/30/21 0000000 LODGE CONSTRUCTION, INC							33,585.28			08/10/21
3217-UNION ROAD TRAIL										
PROJECT#: 023217										
ACCOUNT TOTAL							36,031.12	.00	36,031.12	
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON										
2210 12/21 AP 07/31/21 0000000 SNYDER & ASSOCIATES, INC.							1,432.75			08/10/21
3171-CEDAR HEIGHTS RECON. SERVICES 6/01-6/30/21										
PROJECT#: 023171										
176 02/22 AP 07/29/21 0000000 PETERSON CONTRACTORS							41,654.71			08/10/21
3171-CEDAR HEIGHTS RECON.										
PROJECT#: 023171										
ACCOUNT TOTAL							43,087.46	.00	43,087.46	
438-1220-431.98-85 CAPITAL PROJECTS / LAKE STREET TRAIL										
2210 12/21 AP 07/22/21 0000000 AECOM TECHNICAL SERVICES, INC							2,594.61			08/10/21
3247-LAKE STREET TRAIL 6/12-7/16/21										
PROJECT#: 023247										
ACCOUNT TOTAL							2,594.61	.00	2,594.61	

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 438	2020	BOND FUND				FUND TOTAL	81,713.19	.00	81,713.19	
FUND 439	2008	BOND FUND								
FUND 443		CAPITAL PROJECTS								
FUND 472		PARKADE RENOVATION								
FUND 473		SIDEWALK ASSESSMENT								
FUND 483		ECONOMIC DEVELOPMENT								
FUND 484		ECONOMIC DEVELOPMENT LAND								
FUND 541		2018 STORM WATER BONDS								
FUND 544		2008 SEWER BONDS								
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								
551-6685-436.71-01		OFFICE SUPPLIES / OFFICE SUPPLIES								
183	02/22	AP	07/29/21	0000000		CAROLINA SOFTWARE, INC. TICKET PAPER FOR THE	672.28			08/10/21
						TRANSFER STATION				
						ACCOUNT TOTAL	672.28	.00	672.28	
551-6685-436.72-01		OPERATING SUPPLIES / OPERATING SUPPLIES								
183	02/22	AP	07/31/21	0000000		CULLIGAN WATER CONDITIONING WATER FOR TRANSFER STAT	27.00			08/10/21
						ACCOUNT TOTAL	27.00	.00	27.00	
551-6685-436.72-11		OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES								
2201	12/21	AP	06/30/21	0137833		US BANK	175.00			08/05/21
						FSP*IOWA RECYCLING ASSOCI MEMBERSHIP RENEWAL IRA				
						ACCOUNT TOTAL	175.00	.00	175.00	
551-6685-436.72-16		OPERATING SUPPLIES / TOOLS								
172	02/22	AP	07/19/21	0000000		MENARDS-CEDAR FALLS OXY,PVC CEMENT,ANCHOR,BIT	38.36			08/10/21
						MISTING SYST-TRANS STATIO				
						ACCOUNT TOTAL	38.36	.00	38.36	
551-6685-436.72-60		OPERATING SUPPLIES / SAFETY SUPPLIES								
199	02/22	AP	08/01/21	0000000		BROWN'S SHOE FIT	140.00			08/10/21
						SAFETY SHOES-J JUEL				
						P.O. 56633				
183	02/22	AP	07/26/21	0000000		CITY LAUNDERING CO.	83.91			08/10/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES						continued				
SAFETY AND FIRST AID SUP						FOR TRANSFER STATION				
ACCOUNT TOTAL							223.91	.00	223.91	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
172		02/22 AP		07/22/21	0000000	MENARDS-CEDAR FALLS	26.50			08/10/21
						DGREASER, PLEDGE, DISINFECT				
172		02/22 AP		07/19/21	0000000	MENARDS-CEDAR FALLS	123.08			08/10/21
						DISCS, LOCKNUTS, ELBOWS-				
						MISTING SYSTEM, TRANS STA				
ACCOUNT TOTAL							149.58	.00	149.58	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2199		12/21 AP		06/30/21	0000000	NAPA AUTO PARTS	254.99			08/10/21
						PARTS & EXPENSES JUNE'21				
ACCOUNT TOTAL							254.99	.00	254.99	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
200		02/22 AP		07/28/21	0000000	MIDWEST ELECTRONIC RECOVERY	399.40			08/10/21
						ELECTRONIC RECYCLING				
169		02/22 AP		07/17/21	0000000	LIBERTY TIRE RECYCLING, LLC	558.71			08/10/21
						SCRAP TIRE RECYCLING				
ACCOUNT TOTAL							958.11	.00	958.11	
551-6685-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
183		02/22 AP		08/03/21	0000000	KEITH MFG. CO.	12,375.00			08/10/21
						TRANSFER STATION PIT				
						REFURBISH-DOWN PAYMENT				
ACCOUNT TOTAL							12,375.00	.00	12,375.00	
FUND TOTAL							14,874.23	.00	14,874.23	
FUND 552 SEWER RENTAL FUND										
552-6655-436.72-53 OPERATING SUPPLIES / TV EQUIPMENT										
193		02/22 AP		07/27/21	0000000	ARIES INDUSTRIES INC.	758.05			08/10/21
						TV TRACTOR REPAIR				
193		02/22 AP		07/27/21	0000000	ARIES INDUSTRIES INC.	1,794.17			08/10/21
						TV TRACTOR REPAIR				
ACCOUNT TOTAL							2,552.22	.00	2,552.22	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 552 SEWER RENTAL FUND										
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS										
200		02/22 AP		07/28/21	0000000	BENTON'S READY MIX CONCRETE, BOX OUT CONCRETE DONALD	605.00			08/10/21
200		02/22 AP		07/23/21	0000000	BENTON'S READY MIX CONCRETE, BOX OUT CONCRETE DONALD	665.50			08/10/21
172		02/22 AP		07/08/21	0000000	STETSON BUILDING PRODUCTS LLC REBAR/SANITUBE FOR BOX OUT CONSTRUCTION	218.24			08/10/21
ACCOUNT TOTAL							1,488.74	.00		1,488.74
552-6655-436.86-18 REPAIR & MAINTENANCE / SANITARY SEWER ROOT CONT.										
193		02/22 AP		07/15/21	0000000	DUKE'S ROOT CONTROL, INC. SEWER ROOT CONTROL PIPE	21,943.92			08/10/21
ACCOUNT TOTAL							21,943.92	.00		21,943.92
552-6655-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
193		02/22 AP		07/27/21	0000000	SERVPRO OF BLACK HAWK COUNTY LINING RELATED BACKUP SEWER LINING PROJECT	2,774.31			08/10/21
193		02/22 AP		07/16/21	0000000	SERVPRO OF BLACK HAWK COUNTY LINING RELATED BACKUP SEWER LINING PROJECT	773.51			08/10/21
ACCOUNT TOTAL							3,547.82	.00		3,547.82
552-6655-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE										
2210		12/21 AP		07/30/21	0000000	SNYDER & ASSOCIATES, INC. 3182-OAK PARK SEWER REPL. SERVICES THRU 6/30/21	1,964.20			08/10/21
PROJECT#: 023182										
ACCOUNT TOTAL							1,964.20	.00		1,964.20
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
193		02/22 AP		08/02/21	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	73.36			08/10/21
193		02/22 AP		07/28/21	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	305.84			08/10/21
193		02/22 AP		07/27/21	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	9.60			08/10/21
193		02/22 AP		07/22/21	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	491.03			08/10/21
193		02/22 AP		07/16/21	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	587.65			08/10/21
193		02/22 AP		07/14/21	0000000	NORTH CENTRAL LABORATORIES LAB SUPPLIES	56.34			08/10/21
193		02/22 AP		07/12/21	0000000	NORTH CENTRAL LABORATORIES LAB SUPPLIES	205.94			08/10/21

GROUP NBR	PO NBR	ACCTG PER	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 552 SEWER RENTAL FUND											
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB											
							continued				
ACCOUNT TOTAL							1,729.76	.00	1,729.76		
552-6665-436.72-68 OPERATING SUPPLIES / POLYMER											
193		02/22 AP		07/29/21	0000000	MSD ENVIRONMENTAL SERVICES, I POLYMER	4,484.05			08/10/21	
ACCOUNT TOTAL							4,484.05	.00	4,484.05		
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT											
2199		12/21 AP		06/30/21	0000000	NAPA AUTO PARTS	98.06			08/10/21	
						PARTS & EXPENSES-JUNE'21					
193		02/22 AP		08/03/21	0000000	BENTON BUILDING CENTER HOSES	28.93			08/10/21	
193		02/22 AP		07/30/21	0000000	MENARDS-CEDAR FALLS	43.76			08/10/21	
						WATER,ALUM ANG,SCREWS, HOOKS					
193		02/22 AP		07/30/21	0000000	O'DONNELL ACE HARDWARE	11.68			08/10/21	
						CLEANERS AND WIPES					
193		02/22 AP		07/29/21	0000000	HUPP ELECTRIC MOTORS	600.00			08/10/21	
						HMI PARTS					
193		02/22 AP		07/28/21	0000000	O'DONNELL ACE HARDWARE	164.09			08/10/21	
						MINERAL OIL, CLEANER, BATTERIES, FOGGER					
193		02/22 AP		07/22/21	0000000	MENARDS-CEDAR FALLS	49.42			08/10/21	
						MINERAL SPIRITS, CLEANERS					
193		02/22 AP		07/22/21	0000000	O'DONNELL ACE HARDWARE	28.76			08/10/21	
						CLEANER AND TAPE					
193		02/22 AP		07/06/21	0000000	MOTION INDUSTRIES, INC.	261.77			08/10/21	
						PLANT SEAL WATER					
ACCOUNT TOTAL							1,286.47	.00	1,286.47		
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR											
193		02/22 AP		08/03/21	0000000	MENARDS-CEDAR FALLS	129.96			08/10/21	
						SHADES					
193		02/22 AP		08/03/21	0000000	O'DONNELL ACE HARDWARE	30.53			08/10/21	
						CONDUIT,WIRE,COVERS,STRAP					
193		02/22 AP		07/22/21	0000000	O'DONNELL ACE HARDWARE	4.99			08/10/21	
						SEAT					
193		02/22 AP		07/20/21	0000000	O'DONNELL ACE HARDWARE	10.69			08/10/21	
						PAINT FOR PLANT					
193		02/22 AP		07/20/21	0000000	SHERWIN-WILLIAMS COMPANY	190.92			08/10/21	
						PAINT/SUPPLIES					
ACCOUNT TOTAL							367.09	.00	367.09		

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.86-01				02/22 AP	07/20/21 0000000	REPAIR & MAINTENANCE / REPAIR & MAINTENANCE BENTON'S SAND & GRAVEL, INC. WATERLINE REPAIR-PLANT	2,333.28			08/10/21
						ACCOUNT TOTAL	2,333.28	.00	2,333.28	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
552-6665-436.86-29				02/22 AP	07/21/21 0000000	LAB TESTS TESTAMERICA LABORATORIES, INC	718.50			08/10/21
						ACCOUNT TOTAL	718.50	.00	718.50	
						FUND TOTAL	42,416.05	.00	42,416.05	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01				02/22 AP	07/27/21 0000000	OPERATING SUPPLIES / OPERATING SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	1.85			08/10/21
176						COPY PAPER				
176				02/22 AP	07/20/21 0000000	OFFICE EXPRESS OFFICE PRODUCT	.98			08/10/21
						CORRECTION TAPE, FLAG TABS				
176				02/22 AP	07/19/21 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.73			08/10/21
						POST-ITS, PENS				
176				02/22 AP	07/19/21 0000000	OFFICE EXPRESS OFFICE PRODUCT	.95			08/10/21
						COPY PAPER				
						ACCOUNT TOTAL	6.51	.00	6.51	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
555-6630-432.73-34				02/22 AP	07/16/21 0000000	STETSON BUILDING PRODUCTS LLC WATERSTOP FOR BOX OUT RE CONSTRUCTION	296.33			08/10/21
172						ACCOUNT TOTAL	296.33	.00	296.33	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
555-6630-432.92-01				12/21 AP	07/16/21 0000000	AECOM TECHNICAL SERVICES, INC 3215-OLIVE ST BOX CULVERT 06/05/21-07/09/21	15,558.39			08/10/21
2200						PROJECT#: 023215				
						ACCOUNT TOTAL	15,558.39	.00	15,558.39	
						FUND TOTAL	15,861.23	.00	15,861.23	

ACCOUNT ACTIVITY LISTING

Item 31.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2201		12/21 AP		06/30/21	0137833	US BANK	297.97			08/05/21
		AMZN MKTP		US*219N189E2		ISERIES PRINTER RIBBONS				
ACCOUNT TOTAL							297.97	.00	297.97	
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
181		01/22 AP		07/06/21	0137833	US BANK	99.00			08/05/21
		STK*BIGSTOCKPHOTO.COM				ONLINE IMAGE SUBSCRIPTION				
ACCOUNT TOTAL							99.00	.00	99.00	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
212		02/22 AP		07/22/21	0000000	GORDON FLESCH COMPANY	1,083.25			08/10/21
		COPIERS/24629-MPS01/JUL21				7/22/21-8/21/21				
ACCOUNT TOTAL							1,083.25	.00	1,083.25	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
2201		12/21 AP		06/22/21	0137833	US BANK		27.72		08/05/21
		ANIMOTO INC				REFUND SALES TAX				
214		02/22 AP		07/02/21	0000000	ESO SOLUTIONS INC	3,835.16			08/10/21
		FIREHOUSE SUPPORT				8/1/21-7/31/22				
ACCOUNT TOTAL							3,835.16	27.72	3,807.44	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
2201		12/21 AP		06/24/21	0137833	US BANK	47.76			08/05/21
		WAL-MART #0753				2-NETWORK SWITCHES				
2207		12/21 AP		03/22/21	0000000	KELTEK INCORPORATED	6,604.01			08/10/21
		MDC REPLACEMENTS PD15								
214		02/22 AP		08/06/21	0000000	PRO ACOUSTICS	1,000.45			08/10/21
		COMM CTR SOUND SYSTEM				PO 56616				
181		01/22 AP		07/13/21	0137833	US BANK	38.50			08/05/21
		AMZN MKTP US*2E4QL3NE1				PULL STRING FOR INVENTORY				
181		01/22 AP		07/13/21	0137833	US BANK	176.73			08/05/21
		AMZN MKTP US*292BY29D0				ADAPTERS, THUMB DRIVES				
ACCOUNT TOTAL							7,867.45	.00	7,867.45	
FUND TOTAL							13,182.83	27.72	13,155.11	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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										
2199		12/21	AP	06/30/21	0000000	NAPA AUTO PARTS	6,366.52			08/10/21
PARTS & EXPENSES JUNE'21										
2199		12/21	AP	06/02/21	0000000	MANSFIELD OIL COMPANY	14,680.70			08/10/21
#2 DIESEL AT 2200 TECH PKWY										
169		02/22	AP	07/29/21	0000000	HTP ENERGY	16,970.76			08/10/21
TECH DIESEL										
ACCOUNT TOTAL							38,017.98	0.00	38,017.98	
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS										
2201		12/21	AP	06/22/21	0137833	US BANK	104.99			08/05/21
O DONNELL ACE HARDWARE MULTI METER AC/DC										
ACCOUNT TOTAL							104.99	0.00	104.99	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
2199		12/21	AP	06/30/21	0000000	NAPA AUTO PARTS	44,004.51			08/10/21
PARTS & EXPENSES JUNE'21										
183		02/22	AP	08/02/21	0000000	ARNOLD MOTOR SUPPLY	6.35			08/10/21
#111 WARNING LIGHT SWITCH										
169		02/22	AP	07/30/21	0000000	C & C WELDING & SANDBLASTING	20.00			08/10/21
MISC FLAT STEEL										
200		02/22	AP	07/28/21	0000000	LAWSON PRODUCTS, INC.	5.29			08/10/21
MISC SHOP SUPPLIES										
200		02/22	AP	07/28/21	0000000	MENARDS-CEDAR FALLS	40.88			08/10/21
#239 WATER FITTINGS										
172		02/22	AP	07/24/21	0000000	UNITED PARCEL SERVICE	61.37			08/10/21
SHIPPING COST FOR LAPTOP REPAIRS										
169		02/22	AP	07/23/21	0000000	KELTEK INCORPORATED	305.76			08/10/21
SHOTGUN LOCK #PD21										
169		02/22	AP	07/22/21	0000000	DEAN HUBKA-MATCO TOOLS	27.50			08/10/21
REPLACEMENT BITS										
183		02/22	AP	07/22/21	0000000	AIRGAS USA, LLC	159.87			08/10/21
WELDING WIRE										
200		02/22	AP	07/21/21	0000000	SUPERIOR WELDING SUPPLY	390.00			08/10/21
CUTTING RODS AND DISCS										
172		02/22	AP	07/20/21	0000000	MENARDS-CEDAR FALLS	12.99			08/10/21
MISC SHOP SUPPLIES										
169		02/22	AP	07/19/21	0000000	BRYAN HEAVY EQUIPMENT INC	2,277.41			08/10/21
QUICK ATTACH CYLINDER #299										
172		02/22	AP	07/16/21	0000000	MENARDS-CEDAR FALLS	98.68			08/10/21
WATER LINE SUPPLIES #239										
ACCOUNT TOTAL							47,410.61	0.00	47,410.61	

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
181		01/22 AP	07/07/21	0137833		US BANK	829.00		08/05/21
						AMERICAN PUBLIC WORKS			
ACCOUNT TOTAL							829.00	.00	829.00
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
2199		12/21 AP	06/24/21	0000000		RASMUSSEN CO., THE	125.00		08/10/21
						TOWED #230 BACK TO SHOP			
169		02/22 AP	07/28/21	0000000		C & C WELDING & SANDBLASTING	35.00		08/10/21
						WELDED A/C LINES SHUT			
						#2403			
169		02/22 AP	07/26/21	0000000		MACQUEEN EQUIPMENT	548.60		08/10/21
						WATER PRESSURE REPAIR			
						#492			
169		02/22 AP	07/22/21	0000000		C & C WELDING & SANDBLASTING	133.25		08/10/21
						REDUCED SIZE OF STAINLESS			
						BOX #501			
169		02/22 AP	07/20/21	0000000		ALTORFER INC.	309.90		08/10/21
						PROGRAMMED ECU AFTER			
						REPLACEMENT			
169		02/22 AP	07/13/21	0000000		D & D TIRE INC.	2,105.00		08/10/21
						REPLACED REAR TIRES #281			
172		02/22 AP	07/12/21	0000000		POLK'S LOCK SERVICE, INC.	60.00		08/10/21
						SPARE KEY FOR #PD06			
ACCOUNT TOTAL							3,316.75	.00	3,316.75
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES									
169		02/22 AP	07/16/21	0000000		C & C WELDING & SANDBLASTING	905.75		08/10/21
						PAINT REAR OF TRUCKS #267			
						AND #246			
ACCOUNT TOTAL							905.75	.00	905.75
FUND TOTAL							90,585.08	.00	90,585.08
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									

PREPARED 08/10/2021, 9:18:23
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 48
ACCOUNTING PERIOD 12/2021

Item 31.

GROUP	PO	ACCTG	----TRANSACTION----					CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
GRAND TOTAL							1,123,405.91	8,494.78	1,114,911.13