



AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, AUGUST 07, 2023
7:00 PM AT CITY HALL, 220 CLAY STREET

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Regular meeting of July 17, 2023.

Agenda Revisions

Special Presentations

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

Staff Updates

Special Order of Business

2. Public hearing on the proposed revised plans, specifications, form of contract & estimate of cost for the 2023 Sidewalk Assessment Project - Zone 1.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 07/22/2023)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the revised plans, specifications, form of contract & estimate of cost for the 2023 Sidewalk Assessment Project - Zone 1.
3. Continuation of a public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to Ryan Companies US, Inc.
 - a) Written communications filed with the City Clerk.
 - b) Staff comments.
 - c) Public comments.
 - d) Resolution approving and authorizing execution of an Agreement for Private Development, and approving and authorizing execution of a Deed Without Warranty conveying certain city-owned real estate to Ryan Companies US, Inc.

Old Business

4. Pass Ordinance #3031, amending the Zoning Map by removing approximately 2.26 acres of property located at 702 LeClair Street from the C-1, Commercial Zoning District and placing the same in the PC-2, Planned Commercial Zoning District, upon its third & final consideration.
5. Resolution approving and authorizing execution of a PC-2, Planned Commercial Zoning District Developmental Procedures Agreement with Randy W. Howe Revocable Trust, and approving a PC-2, Planned Commercial Master Plan relative to construction of a warehouse/storage building.
6. Pass Ordinance #3032, amending Chapter 26, Zoning, of the Code of Ordinances relative to allowance of vinyl siding on residential buildings with six or fewer dwelling units in the Neighborhood Frontages within the CD-DT, Downtown Character District, upon its third & final consideration.
7. Pass Ordinance #3034, amending Chapter 19, Streets and Sidewalks, of the Code of Ordinances relative to removal of snow and ice, upon its third & final consideration.
8. Pass Ordinance #3035, amending Chapter 23, Traffic and Motor Vehicle, of the Code of Ordinances relative to prohibiting parking on certain portions of Bluebell Road, upon its third & final consideration.
9. Pass Ordinance #3036, amending Chapter 3, Advertising, of the Code of Ordinances relative to political signs, upon its second consideration.
10. Pass Ordinance #3037, amending Chapter 2, Administration, of the Code of Ordinances relative to salaries for elected officials, upon its second consideration.

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

11. Receive and file the City Council Standing Committee minutes of July 17, 2023 relative to the following items:
 - a) Grow Cedar Valley Update.
 - b) Parking Permits for Downtown Residents.
 - c) City Council Emails on City Website.
 - d) Request for 4-Way Stop at the Lone Tree and Center Street Intersection.
12. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Nick Evens, Utilities Board of Trustees, term ending 08/31/2027.
 - b) Sandy Thomas, Visitors & Tourism Board, term ending 07/01/2026.
13. Receive and file Departmental Monthly Reports of June 2023.
14. Approve a request for a temporary sign/banner to be located on city-owned property at 205 West 1st Street for 60 days.
15. Approve the following applications for retail alcohol licenses:
 - a) Main Street Sweets, 307 Main Street, Special Class B retail native wine – renewal.
 - b) Amigo, 5809 University Avenue, Class C retail alcohol & outdoor service - renewal.
 - c) The Pump Haus Pub & Grill, 311 Main Street, Class C retail alcohol & outdoor service - renewal.
 - d) Wilbo, 118 Main Street, Class C retail alcohol & outdoor service - renewal.
 - e) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street including adjacent sidewalks, Special Class C retail alcohol & outdoor service – 5-day permit.
 - f) Kwik Star, 4515 Coneflower Parkway, Class B retail alcohol - new.

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

16. Resolution Calendar with items considered separately.
17. Resolution approving and authorizing execution of Memorandum of Understanding with the Iowa Department of Revenue relative to participation in the State Setoff Program.

- [18.](#) Resolution approving and authorizing execution of a Master Services Agreement with CivicPlus relative to content management software for the City's web site.
- [19.](#) Resolution approving and authorizing execution of an Agreement with ByWater Solutions relative to an Integrated Library System (ILS) for the Waterloo and Cedar Falls Public Libraries.
- [20.](#) Resolution approving and authorizing execution of an Agreement with Tree Town Consultants, LLC for the purchase and training of a dual-purpose police dog.
- [21.](#) Resolution approving and authorizing execution of a First Amendment to the Wellness Program Services Agreement with TMA @ Your Service, LLC, d/b/a "Wellworks For You" relative to a platform for the City's employee wellness program.
- [22.](#) Resolution approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for 8,000 square feet of city-owned property adjacent to 6317 Development Drive within the West Viking Road Industrial Park.
- [23.](#) Resolution approving and authorizing execution of a Owner-Occupied Rehabilitation Contract with Daniels Home Improvement relative to a Community Development Block Grant (CDBG) housing rehabilitation project.
- [24.](#) Resolution approving and authorizing execution of an Agreement with Iowa Northland Regional Council of Governments (INRCOG) for administration and technical services related to Community Development Block Grant (CDBG) Funding Project Delivery for FY2024 (Federal Fiscal Year 2023).
- [25.](#) Resolution approving and authorizing execution of an Agreement with Iowa Northland Regional Council of Governments (INRCOG) for technical services related to Home Investment Partnerships Program (HOME) Funding Project Delivery for FY2024 (Federal Fiscal Year 2023).
- [26.](#) Resolution approving and authorizing the expenditure of funds for the purchase of a pickup truck for the Parks Section.
- [27.](#) Resolution approving and authorizing submission of an Application for Site-Specific Traffic Safety Improvement Program (TSIP) funding to the Iowa Department of Transportation (IDOT) relative to the Prairie Parkway and Viking Road Intersection Improvements Project.
- [28.](#) Resolution approving and authorizing execution of a License Agreement with Windstream Intellectual Property Services, LLC relative to installing a fiber optic telecommunications system within the public right-of-way along Leverage Road.
- [29.](#) Resolution approving the Certificate of Completion for the 2021 Public Sidewalk Repair and Infill Project.
- [30.](#) Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the 2021 Street Construction Project, and approving and authorizing the transfer of funds from the Street Construction Fund, GO 2022, Sanitary Sewer Rental Fund and Golf Improvement Fund to the Street Repair Fund (LOST).
- [31.](#) Resolution approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the 2022 Street Construction Project, and approving and authorizing the transfer of funds from the Street Construction Fund, GO 2022, Sanitary Sewer Rental Fund and Golf Improvement Fund to the Street Repair Fund (LOST).
- [32.](#) Resolution approving the Certificate of Completion and accepting the work of Benton's Sand & Gravel, Inc. for the Clay Street Park Water Quality Improvements Project.
- [33.](#) Resolution setting August 21, 2023 as the date of public hearing on the proposed conveyance of certain vacated city right-of-way along Hudson Road.

- [34.](#) Resolution setting August 21, 2023 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to parking requirements for institutional uses in the Downtown Character District (CD-DT).

Ordinances

- [35.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing temporary long-term daily permits for municipal parking lots or facilities, upon its first consideration.
- [36.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on certain portions of Dakota Street, upon its first consideration.
- [37.](#) Pass an ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to establishing a 4-way stop at the intersection of Center Street & Lone Tree Road, upon its first consideration.

Allow Bills and Claims

- [38.](#) Allow Bills and Claims for August 7, 2023.

Council Updates and Announcements

Council Referrals

Executive Session

39. Executive Session to discuss 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; and to discuss the City Administrator's performance pursuant to Iowa Code Section 21.5(1)(i) and City Code Section 2-217.

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JULY 17, 2023
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:08 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None. Mayor Green led the Pledge of Allegiance.

54364 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of June 20, 2023 be approved as presented and ordered of record. City Clerk Danielsen noted a scrivener's error on CR54352 that would be corrected to reflect Councilmember Dunn's vote as a Nay. Motion carried unanimously.

54365 - Councilmembers agreed by consensus to Mayor Green's request to consider item #11 on the Consent Calendar at this time.

It was moved by Ganfield and seconded by Dunn to approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:

- a) Robert Seymour, Metropolitan Transit Board, 06/30/2026.
- b) Gregory Holt, Art and Culture Board, 07/01/2025.
- c) Matthew Hundley, Art and Culture Board, 07/01/2026.
- d) Matthew Wilson, Art and Culture Board, 07/01/2027.
- e) Sandy Benak, Health Trust Fund Board, 12/31/2028.
- f) Brent Johnson, Visitors & Tourism Board, 07/01/2026.

Motion carried unanimously.

54366 - Rosemary Beach, Cedar Falls, spoke about the Sturgis Falls Celebration and expressed appreciation for all of the volunteers who help make the event successful.

Larry Stumme, Pastor at St. Paul Lutheran Church, spoke about the 24/7 Wall Street Journal (WSJ) report that ranked Waterloo/Cedar Falls one of the worst cities for Black Americans and requested coordinated efforts to improve by 2030.

Tim Troyer, Cedar Falls, requested the sidewalk assessment for his property be removed due to communication with engineering staff and his understanding that the sidewalk didn't need to be replaced.

Michael Blackwell, Cedar Falls, referenced the 24/7 WSJ report and spoke about racism and quality of life, and requested cities coordinate efforts for improvement.

Charles Pearson, Iowa African American Heritage Trail, spoke about Cedar Falls history of Black Americans and requested that cities come together to develop

initiatives to improve the quality of life for Black Americans in the metro area.

- 54367 - Public Safety Director Berte announced National Night Out at the Public Safety Center on August 1st from 4:30 - 7:00 PM.
- 54368 - Mayor Green announced that this was the time and place for a hearing on a proposed resolution adopting and levying the final schedule of assessments for the 2022 Sidewalk Assessment Project, Zone 5. City Engineer Wicke provided a brief summary of the sidewalk assessment process. Mayor Green noted Mr. Troyer's previous comments during public forum and Melinda Severson also commented. Both provided pictures to Public Works Director Schrage. Director Schrage noted that he would remove both addresses from the list so they could be reviewed.
- 54369 - It was moved by Kruse and seconded by deBuhr that Resolution #23,246, adopting and levying the final schedule of assessments for the 2022 Sidewalk Assessment Project - Zone 5, as amended, be adopted. Following comments and questions by Councilmembers Ganfield and Kruse, and responses by Public Works Director Schrage and City Clerk Danielsen, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,246 duly passed and adopted.
- 54370 - Mayor Green announced that in accordance with the public notices of June 9, 2023, and July 7, 2023, this was the time and place for a public hearing on the FY2024 (FFY2023) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Program Funding. It was then moved by Kruse and seconded by Harding that the proof of publication of notices of hearing be received and placed on file. Motion carried unanimously.
- 54371 - The Mayor then asked if there were any written communications filed to the proposed plan. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner III Pezley provided a summary of the proposed plan. There being no one else present wishing to speak about the proposed plan, the Mayor declared the hearing closed and passed to the next order of business.
- 54372 - It was moved by Ganfield and seconded by Schultz that Resolution #23,247, approving the FY2024 (FFY2023) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Program Funding, be adopted. Following a question by Councilmember Ganfield, and responses by Planner III Pezley and Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,247 duly passed and adopted.

- 54373 - Mayor Green announced that in accordance with the public notice of July 6, 2023, this was the time and place for a public hearing on a proposal to consider entering into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to Ryan Companies US, Inc. It was then moved by Kruse and seconded by Schultz that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 54374 - The Mayor then asked if there were any written communications filed to the proposed agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham commented on the proposed agreement and requested that the public hearing be continued. It was then moved by Ganfield and seconded by Kruse to continue the hearing to the August 7, 2023 City Council meeting. Motion carried unanimously.

- 54375 - It was moved by Kruse and seconded by Harding that Ordinance #3031, amending the Zoning Map by removing approximately 2.26 acres of property located at 702 LeClair Street from the C-1, Commercial Zoning District and placing the same in the PC-2, Planned Commercial Zoning District, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

- 54376 - It was moved by Kruse and seconded by Harding that Ordinance #3032, amending Chapter 26, Zoning, of the Code of Ordinances relative to allowance of vinyl siding on residential buildings with six or fewer dwelling units in the Neighborhood Frontages within the CD-DT, Downtown Character District, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Ganfield, Sires. Nay: Harding, Dunn. Motion carried.

- 54377 - It was moved by Kruse and seconded by Harding that Ordinance #3033, amending Chapter 2, Administration, of the Code of Ordinances relative to salaries for elected officials, be passed upon its second consideration. Following comments by Councilmembers Kruse, Dunn, Schultz, Harding and deBuhr, and Mayor Green, it was moved by Dunn and seconded by Schultz to amend the motion to strike \$12,000 per year and change it to \$8,500 per year. Following comments by Councilmembers Kruse, Dunn, Harding, deBuhr and Sires, and response by Director Rodenbeck, the motion to amend carried 4-3, with Kruse, Harding and Ganfield voting Nay. Following due consideration by the Council, the Mayor put the question on the motion as amended and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Harding, Ganfield, Dunn. Nay: deBuhr, Sires. Motion carried for passage of new Ordinance #3037 upon its first consideration.

- 54378 - It was moved by Kruse and seconded by deBuhr that Ordinance #3034,

amending Chapter 19, Streets and Sidewalks, of the Code of Ordinances relative to removal of snow and ice, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

54379 - It was moved by Ganfield and seconded by Kruse that Ordinance #3035, amending Chapter 23, Traffic and Motor Vehicle, of the Code of Ordinances relative to prohibiting parking on certain portions of Bluebell Road, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

54380 - It was moved by Harding and seconded by Dunn that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Standing Committee minutes of June 20, 2023 relative to the following items:

- a) Youth Commission Presentation.
- b) Longevity of Board and Commission Members.
- c) Public Safety Update.

Receive and file a communication from the Civil Service Commission relative to the certified list for the position of Public Safety Officer.

Receive and file Departmental Monthly Reports of May 2023.

Approve an Order Accepting Acknowledgment/Settlement Agreement with National Cigar Store, d/b/a Hillstreet News & Tobacco, 2217 College Street, for a second tobacco violation.

Approve the following applications for retail alcohol licenses:

- a) Chuck E. Cheese's, 5911 University Avenue, Special Class C retail alcohol - renewal.
- b) Buffalo Wild Wings, 6406 University Avenue, Class C retail alcohol & outdoor service - renewal.
- c) Cypress Lounge, 209 A State Street, Class C retail alcohol & outdoor service - renewal.
- d) Hy-Vee Market Grille, 6301 University Avenue, Class C retail alcohol - renewal.
- e) Octopus, 2205 College Street, Class C retail alcohol & outdoor service - renewal.
- f) The Black Hawk Hotel/Bar Winslow, 115-117 Main Street, Class C retail alcohol - renewal.
- g) The Library, 2222 College Street, Class C retail alcohol & outdoor service - renewal.
- h) The Other Place, 4214 University Avenue, Class C retail alcohol & outdoor service - renewal.

- i) Wal-Mart, 525 Brandilynn Boulevard, Class E retail alcohol - renewal.
- j) Wal-Mart, 525 Brandilynn Boulevard, Class E retail alcohol – change in ownership.
- k) Dollar General, 1922 Valley Park Drive, Class B retail alcohol - new.
- l) King Star, 2228 Lincoln Street, Class B retail alcohol - new.
- m) Le Petit, 119 Main Street, Class C retail alcohol – new.

Motion carried unanimously.

54381 - It was moved by Ganfield and seconded by Schultz that the following resolutions be introduced and adopted:

Resolution #23,248, approving and adopting a revised job classification for the position of Education Coordinator at the Hearst Center for the Arts.

Resolution #23,249, approving and authorizing execution of an Agreement with Nelson & Schaefer Construction LLC relative to renovations at the Recreation Center.

Resolution #23,250, approving and authorizing execution of an Agreement with Scott Easton Design for graphic design services relative to the 2024 Cedar Falls Visitor Guide.

Resolution #23,251, approving a Shopping Center (S-1) Zoning District site plan for façade improvements at 6207 University Avenue.

Resolution #23,252, approving and authorizing execution of an Agreement for Elevator Maintenance with TK Elevator Company, f/n/a O’Keefe Elevator Company, Inc., relative to elevator maintenance services for city-owned elevators from August 1, 2023 thru July 31, 2024.

Resolution #23,253, approving and authorizing execution of a 28E Agreement with Black Hawk County for Maintenance of Certain Right-of-Ways at or Near the City Limits.

Resolution #23,254, approving and accepting two Warranty Deeds, in conjunction with the North Cedar Heights Area Reconstruction Project.

Resolution #23,255, approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with Foth Infrastructure & Environment, LLC for additional design services relative to the Center Street Corridor Streetscape Project.

Resolution #23,256, approving and authorizing execution of an Owner Purchase Agreement, in conjunction with the Ashworth Drive Roadway Extension Project.

Resolution #23,257, approving and accepting the contract and bond of Blacktop Service Company for the 2023 Seal Coat Project.

Resolution #23,258, receiving and filing, and setting August 7, 2023 as the date of public hearing on the proposed revised plans, specifications, form of contract

& estimate of cost for the 2023 Sidewalk Assessment Project – Zone 1.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,248 through #23,258 duly passed and adopted.

- 54382 - It was moved by Kruse and seconded by Harding that a Resolution approving and authorizing execution of a Consolidated Public Safety Communications 28E Agreement with participating government agencies in Black Hawk County relative to providing consolidated dispatch and communications services, be adopted. Following comments and questions by Councilmembers Ganfield, Dunn, Schultz, Harding, deBuhr, Sires and Kruse, and responses by City Attorney Rogers, Mayor Green and Public Safety Director Berte, the Mayor put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Sires. Nay: deBuhr, Kruse, Harding, Ganfield, Dunn. Motion failed.
- 54383 - It was moved by Kruse and seconded by Ganfield that Ordinance #3036, amending Chapter 3, Advertising, of the Code of Ordinances relative to political signs, be passed upon its first consideration. Following a question by Councilmember Ganfield and response by City Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.
- 54384 - It was moved by Harding and seconded by deBuhr that the bills and claims of July 17, 2023 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Following a comment by Councilmember Harding, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.
- 54385 - Councilmember Dunn announced the 36th Annual Cedar River Cleanup on July 29 and the Cedar River Festival on July 30, at Gateway Park from 12PM – 7PM.

Councilmembers deBuhr and Sires recognized Scout Troop 55 in attendance at the meeting.
- 54386 - It was moved by Harding and seconded by Schultz that the meeting be adjourned at 8:36 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer II

DATE: August 7th, 2023

SUBJECT: 2023 Sidewalk Assessment Project – Zone 1
 SW-000-3301
 Public Hearing

Submitted within for City Council Approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2023 Sidewalk Assessment Project – Zone 1.

This project involves the replacement of deficient sidewalk adjacent to various property owners. The project will replace the deficient sidewalk for the adjacent property owner and assess the cost of replacement to the property owner.

Once the replacement has been completed, the Engineering Division will submit a bill to the City Clerk. The City Clerk will then send notice of a bill in the mail to the adjacent property owner. The adjacent property owner will have 30 days to pay the bill without interest or penalty. If the adjacent property owner fails to pay the bill in 30 days, the cost of replacement will be applied to the property owners' property taxes.

The total estimated cost for the construction of this project is \$104,724.40.

The Engineering Division recommends approving the Plans, Specifications and Estimate of Costs and Quantities for the 2023 Sidewalk Assessment Project – Zone 1.

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

BID TABULATION						
2023 SIDEWALK ASSESSMENT PROJECT CITY PROJECT NO. SW - 000 - 3301 ENGINEER'S ESTIMATE						
ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	2010-108-D-3	OFF SITE TOPSOIL	C.Y.	\$100.00	26.34	\$ 2,634.00
2	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	\$90.00	367.90	\$ 33,111.00
3	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	\$125.00	357.28	\$ 44,660.00
4	7030-108-E-0	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	\$150.00	10.62	\$ 1,593.00
5	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	\$15,000.00	1.00	\$ 15,000.00
6	9010-108-B-0	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	S.F.	\$5.50	1404.80	\$ 7,726.40
TOTAL PROJECT ESTIMATE						\$104,724.40



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: July 31, 2023
SUBJECT: Ryan Companies US, Inc. Economic Development Project

INTRODUCTION

For the past several months, staff has been working with representatives of Ryan Companies US, Inc. on an industrial park project which will result in the construction of a minimum 40,000 square foot industrial warehouse building for a client of theirs. The proposed project will occur on Lots 12 and 13 of West Viking Road Industrial Park Phase V, which is part of the new industrial park expansion area that the City has been preparing for development over the past year. This new facility will have a minimum building valuation and permit valuation of \$4,000,000 and a total project minimum assessed valuation of \$4,747,000 (including land).

DESCRIPTION OF PROJECT

As noted in the Introduction, the proposed building will be a minimum of 40,000 square foot in size and will be located at the southwest corner of Venture Way and Innovation Drive in the new expansion area of the West Viking Road Industrial Park (see attached map for location). The proposed project will have a minimum building valuation of \$4,000,000, and a total project valuation including land of \$4,747,000. Ryan Companies plans to commence construction this year with completion anticipated within 24 months.

COMPANY PROFILE

Ryan Companies US, Inc. is a national Developer and Builder with a longstanding presence in the Midwest and a great history in Cedar Falls. Since being founded in 1938, Ryan Companies has been a trusted partner in helping clients achieve their real estate goals. With offices across the country, including three Midwest locations, and a team of experts, Ryan has earned a reputation for integrity, quality and dependability by prioritizing client relationships, finding creative solutions, staying nimble through tight deadlines and challenges and leveraging the collective insight of our construction, design, real estate management, development and capital markets services.

The Ryan team is grateful for the opportunity to work with the community of Cedar Falls again for this distribution project. This project will be located in the Cedar Falls Industrial Park and bring additional investment and employment opportunities to the region.

ECONOMIC DEVELOPMENT INCENTIVES

Land Incentive

For this proposed project, Ryan Companies US, Inc. would receive at no cost, Lots 12 and 13 of West Viking Road Industrial Park Phase V. The two lots total approximately 9 acres in size, of which this size property is needed for this project, as there is a semi-truck access and delivery area on the north side of the building, employee parking on the east side of the building, and delivery truck parking and staging area on the south side of the building. Although the land incentive of donating 9 acres of land for a minimum 40,000 square foot building is more land than is typical for a building of this size, you can see on the proposed site plan that the developer will be utilizing the entire site for their operation, with little or no excess useable areas.

Industrial Partial Property Tax Exemption

Consistent with our ongoing local economic development incentive guidelines, the City of Cedar Falls typically will consider a Five-Year Partial Property Tax Exemption on projects having a minimum assessed valuation of \$1,200,000+. Section 8.11 of the Agreement for Private Development references sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances and Chapter 427B of the Iowa Code with respect to the provisions of the applicable partial property tax exemption. For this proposed project, the following exemption schedule is estimated using the existing industrial tax rate/valuation and projecting annual building property taxes of \$124,248:

<u>Year</u>	<u>% Exemption</u>	<u>\$ Abated</u>	<u>\$ Amount Paid</u>	<u>\$ Total Taxes</u>
1	75%	\$93,186	\$31,062	\$124,248
2	60%	\$74,549	\$49,699	\$124,248
3	45%	\$55,912	\$68,336	\$124,248
4	30%	\$37,274	\$86,974	\$124,248
5	15%	\$18,637	\$105,611	\$124,248
		<u>\$279,558</u>	<u>\$341,682</u>	<u>\$621,239</u>

It should be noted that following City Council consideration of the Agreement for Private Development, an actual Ordinance will be drafted and adopted implementing the proposed exemption schedule noted above. The Ordinance granting the applicable partial property tax exemption will be presented to City Council once construction of the new facility has commenced.

Conclusion

As this memorandum indicates, Ryan Companies US, Inc. is proposing to construct a new minimum 40,000 square foot industrial warehouse facility on Lots 12 and 13 of West Viking Road Industrial Park Phase V. The proposed new construction building project will have a minimum building permit valuation of \$4,000,000 and a total Minimum Assessed Valuation of \$4,747,000 including land. Construction is anticipated to commence this year with completion anticipated within 24 months.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and Ryan Companies US, Inc. has been reviewed by both parties, and is attached for your review and approval.

RECOMMENDATION

Staff recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and Ryan Companies US, Inc., and approving and authorizing execution of a Deed Without Warranty conveying title to certain real estate to Ryan Companies US, Inc.

If you have any questions regarding this proposed economic development project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator



Ryan Companies US, Inc.
40,000 SF Industrial
Warehouse Facility

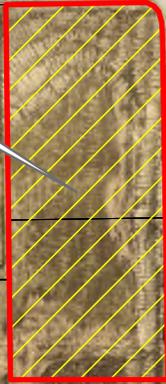
Item 3.

W Viking Rd

Innovation Dr

Venture Way

Project Location



S Union Rd

Bossard

Development Dr

Capital Way

Hawkeye
Corrugated
Box

Technology Pkwy



1" = 16'

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

RYAN COMPANIES US, INC.

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AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on the ____ day of _____, 2023, to be effective as of the ____ day of _____, 2023, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023 (Chapter 403 hereinafter called "Urban Renewal Act"); and Ryan Companies US, Inc. (hereinafter called the "Developer"), a Minnesota corporation having its principal place of business at 533 South Third Street, Suite 100, Minneapolis, MN 55415.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area ("Area" or "Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all Exhibits hereto, as the same may be from time to time modified, amended or supplemented.

Assessor's Minimum Actual Value means the minimum actual value, before rollback, of the Minimum Improvements and the Development Property for calculation and assessment of real property taxes as set forth in the Minimum Assessment Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City or Cedar Falls means the City of Cedar Falls, Iowa, or any successor to its functions.

Code or Code of Iowa means the Code of Iowa, 2023, as amended.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Deed means the form of Quit Claim Deed substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means Ryan Companies US, Inc.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Industrial Use Warehouse means the Minimum Improvements.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

Minimum Improvements shall mean the construction of an industrial use warehouse totaling at least 40,000 square feet of space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means the date of expiration of the Minimum Assessment Agreement, as provided in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from unforeseeable events, including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay), including, without limitation, permitting delays.

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Plan, described in the preambles hereof.

Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the

Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

- (e) The City will cooperate fully and promptly with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned “M-1-P, Planned Industrial District”. The “M-1-P, Planned Industrial District” zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (a) The Developer is a corporation duly organized and validly existing under the laws of the State of Minnesota, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- (b) The Developer desires to construct the Minimum Improvements on the Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms,

except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all applicable local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use reasonable efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.
- (h) The construction of the Minimum Improvements will require direct building costs of not less than \$4,000,000, and a valuation for purposes of calculating and assessing real property taxes of \$4,747,000 as of the completion of the Minimum Improvements is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation

(other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

- (j) The Developer has funds sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate in good faith with the City in resolution of any temporary traffic, parking, trash removal or public safety problems which may arise in connection with the construction of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed within twenty-four (24) months after the commencement of construction.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the direct building cost of the Minimum Improvements to be constructed shall not be significantly less than \$4,000,000.

Section 3.2 Building Permit Valuation Amount. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees, in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of \$4,000,000, by no later than twelve (12) months after the Closing Date.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3, which approval shall not be unreasonably withheld, conditioned, or delayed. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) to the best of City's knowledge, the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (e) no Event of Default under the terms of this Agreement has occurred and is continuing; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be commenced within twelve (12) months after receipt of a building permit, and substantially completed (i) by no later than twenty-four (24) months after commencement

of construction, or (ii) by such other date as the parties shall mutually agree upon in writing. For purposes of this Agreement, construction shall be deemed to have commenced on the date mass grading begins on the Development Property. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in substantial conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction upon prior notice to Developer, provided that such designated representatives comply with all safety rules and regulations at the Development Property.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion, and once all such acts have been performed, shall issue the Certificate of Completion.

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use.

- (a) The Developer shall: use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan and this Agreement until the Termination Date.
- (b) The Developer shall not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national

origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, and after the lapse of any applicable notice and cure periods, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. INSURANCE AND CONDEMNATION

Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements:
- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date

of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;

- (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability for losses arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City. The policy shall waive subrogation rights against the City and shall contain a Governmental Immunities endorsement in a form acceptable to the City.
 - (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense insurance as follows:
- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements and valuation for premium purposes shall not be less than ninety percent (90%) of full insurance replacement value. Co-insurance, deductible, or other provisions shall not reduce insurance proceeds by more than ten percent (10%) of full insurance replacement value.
 - (ii) Comprehensive commercial general liability insurance in the minimum amount for each occurrence and for each year of \$2,000,000.
 - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is

customarily carried by like organizations engaged in like activities of comparable size and liability exposure.

- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City certificates of insurance or memoranda evidencing all such insurance. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation becomes effective. Developer will provide City notice of any change or reduction in coverage below the requirements set forth above. Prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate(s) or memorandum(a) of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.
- (d) Developer shall notify the City promptly after the occurrence of an insured casualty at the Property. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient. Notwithstanding the foregoing, in lieu of reconstructing or restoring the Minimum Improvements, Developer may construct other improvement(s) on the Property so long as such replacement improvements do not adversely affect the minimum assessed value. Such newly constructed improvements, upon completion, shall be considered the Minimum Improvements for purposes of this Agreement.

Section 5.2. Condemnation. Prior to construction, if any portion of the Development Property is taken by condemnation, or if the City receives notice that all or any portion of the Development Property is under threat of a taking by condemnation, Developer shall have the option to terminate this Agreement at any time prior to commencement of construction, in which event the parties shall have no obligations to each other hereunder. Following commencement of construction, in the event that title to and possession of the Minimum Improvements or any other part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person, so long as the Minimum Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any condemnation award, the Developer shall use the entire condemnation award (excluding any portion thereof paid to a tenant) to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property.

ARTICLE VI. MINIMUM ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Minimum Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, a Minimum Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Development Property together with the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to an Assessor's Minimum Actual Value, of not less than \$4,747,000 as of the completion of the Minimum Improvements. Nothing in the Minimum Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the Minimum Improvements and Development Property, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value for any period during which the Minimum Assessment Agreement shall remain in effect. The Minimum Assessment Agreement shall remain in effect until ten (10) years after completion of the Minimum Improvements (the "Termination Date"). The Minimum Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Minimum Assessment

Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of first mortgage.

Section 6.2. Maintenance of Properties. The Developer shall maintain, preserve and keep the Minimum Improvements (and any part thereof) in good repair and working order, ordinary wear and tear and events of casualty and condemnation excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer shall keep at all times proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions by Developer of or in relation to the Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date but no earlier than the date of this Agreement.

Section 6.4. Compliance with Laws. The Developer shall comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it. The Developer shall be allowed to pay any and all such taxes and assessments in the maximum number of installments allowed under applicable laws.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption, either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute in effect on the date hereof relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer to the extent inconsistent with the Minimum

Assessment Agreement, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings relating to the Development Property or the Minimum Improvements, including delinquent tax proceedings, in a manner inconsistent with the Minimum Assessment Agreement. In no event shall review or defense as related to a future tax statute prior to the Termination Date result in taxation of real property contained on the Development Property less than provided for in the Minimum Assessment Agreement.

- (c) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403, 404, 427B, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay, when due, all sales tax payable with respect to the Minimum Improvements. Nothing herein shall prevent Developer from seeking rebates and other incentives in connection with such sales tax.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, and any occupants of the Development Property, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Development Property shall be furnished from City-owned utilities where sufficient capacity is available from such City-owned utilities, including electricity, natural gas, water, and sanitary sewer, but specifically excluding cable television, internet and other fiber-optic communications. Notwithstanding the foregoing, Developer and the occupants of the Development Property shall not be obligated to use City-owned utilities to address any emergency utility needs in the case of any unavailability or interruption of City-owned utility services, and such emergency utilities may be secured from alternative sources. Developer and its successors and assigns shall not, however, have any obligation or duty to use or take any minimum amount of City-owned utilities, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use. Without limiting the foregoing, the City confirms that (a) Cedar Falls Utilities (“CFU”) recognizes that the Developer or successors, assigns or occupants may require a primary and secondary backup service for cable, telecommunications, and fiber optic services for business continuity reasons, and (b) CFU has extensive fiber assets within the City of Cedar Falls, including within the industrial park areas, to enable a diverse path as required and can provide corporate network connections to numerous carriers. Developer agrees it will solicit a proposal from CFU in fulfilling Developer’s needs for cable, telecommunications, and fiber optic services for the Development Property.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized representative of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such representative's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default is continuing as of the date of such certificate or during such period, or if the signer is aware of any such Event of Default, said representative shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing after the issuance by the City of a Certificate of Completion and ending as of the Termination Date.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. Opinion of Counsel. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Section 6.11. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 6.2, 6.7, 7.2, 7.3 and 10.2; and (d) that such terms and conditions specifically impacting the tenant's use of and conduct of its business operation on the Development Property shall be binding on the tenant during the term of its lease and the tenant agrees to conduct its business operations on the Development Property in a manner consistent therewith.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property (or any part thereof) to any enterprise that is relocating ("Relocating") to the City from another part of the County or a contiguous county during the term (the "Term") of this Relocation provision (the "Relocation Provision"). "Relocating" or "Relocation" means the

closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date. In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 10.2.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation as to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons

the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Agreement:

- (a) Until such time as the Minimum Improvements have been completed and a Certificate of Completion has been issued by the City, and excepting only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases and subleases to commercial tenants for all or a portion of the Minimum Improvements, (iii) utility easements and other easements or similar transfers required or convenient to the construction or operation of the Minimum Improvements, (iv) a sale-leaseback transaction where Developer or its successor-in-interest continues to control the Development Property, or (v) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed. Until such time as the Minimum Improvements have been completed, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any direct interest therein, or any contract or agreement to do any of the same, without prior written notice to and approval by the City to the extent required by this Article VII, shall be null and void. The City may require that any transferee of the Development Property assume the obligations of Developer hereunder as a condition of any such transfer requiring delivery of prior written notice to the City, and Developer shall notify City staff of any such transfer prior to the effective date thereof. After completion of the Minimum Improvements, Developer will provide notice to the City of any such transfer, but the City's approval thereof shall not be required so long as the transferee has assumed all of Developer's outstanding obligations hereunder in connection with such transfer and the Developer provides the evidence, instruments, and documents described in Section 7.2(b)(1-3) with respect to such transfer.
- (b) Prior to completion of the Minimum Improvements and issuance by the City of a Certificate of Completion, the City shall be entitled to require, upon notice to Developer within twenty (20) days after receipt that Developer will transfer the Development Property that:

- (1) Evidence, in the form of a written certification by Developer, that any proposed transferee shall have the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).
- (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part).
- (3) Except leases or subleases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, and utility easements and other easements or similar transfers required or convenient to the construction or operation of the Minimum Improvements as provided in subsection (a)(iii), Developer shall deliver to the City executed copies of any documents running with title to the Development Property promptly after execution thereof.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto. After completion of the construction of the Minimum Improvements and issuance by the City of a Certificate of Completion as provided in Section 3.5, upon assignment of this Agreement consistent with this Section 7.2., the City shall release Developer from future obligations hereunder, so long as such assignee assumes all of Developer's continuing obligations hereunder and Developer provides the evidence, instruments, and documents described in Section 7.2(b)(1-3), which release the City shall confirm in a recordable writing upon request therefore from Developer.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development

Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the “Permitted Transferee”), shall not trigger the provisions of Section 7.2 or Section 7.3; provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

Section 7.5. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. Notwithstanding anything to the contrary herein, during the term of this Agreement, Developer, or its successors or assigns, agree that the Development Property and Minimum Improvements cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property) and any subsequent successor laws related thereto).

ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 Conveyance of Development Property. Subject to hearing and authorization required under law, and written notice from the Developer that it is ready to take title to the land, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer's covenants as contained in this Agreement.

Section 8.2 Form of Deed. On the Closing Date, the City shall convey clear title to the Development Property to the Developer by Quit Claim Deed (hereinafter called the "Deed"). Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3. Condition of the Property; Care And Maintenance. As of the Closing Date, Developer agrees to take the Development Property "As Is," subject only to the City's representations and warranties as expressly set forth in Section 2.1 of this Agreement. Except as expressly set forth in Section 2.1 of this Agreement, the City makes no warranties or representations as to the condition of the Development Property. The City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Any geological or other inspection of the Development Property is the sole responsibility of the Developer (at its own cost). Developer waives all claims against the City as to the condition of the Development Property.

Section 8.4. Environmental Matters. At Closing, although not required by law, the City shall file with the County Recorder's office a properly executed Groundwater Hazard Statement. Developer takes the property "As Is" with regard to any environmental matters, except for the City's representations and warranties as expressly set forth in Section 2.1 of this Agreement. The City makes no warranties and representations as to the environmental condition of the Development Property, other than the information provided in any Groundwater Hazard Statement filed by the City at Closing and in Section 2.1 of this Agreement. Developer shall be responsible for securing and paying for all inspections or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date, except to the extent arising as a result of pre-existing conditions or a breach of the representations or warranties by City, provided, Developer shall not pursue any claims against the City as a result of such pre-existing conditions. Notwithstanding any other provision in this Agreement to the contrary, Developer shall

have a period of 180 days from the execution of this Agreement to inspect and investigate the Development Property and the physical condition thereof, including, without limitation, environmental contamination or deficiencies, to Developer's sole satisfaction, and at any time during this period, may cancel this Agreement if Developer determines, in its sole discretion, that the Development Property or the physical condition thereof is not suitable for any reason (including, without limitation, due to the existence of any such environmental contamination or deficiencies) by giving to the City written notice of its decision to cancel this Agreement. The City authorizes Developer and/or its agents, contractors and invitees access to the Development Property for purposes of conducting such inspections and investigations as Developer may desire.

Section 8.5. Survey and Platting. Developer shall be responsible for all survey and platting of the Development Property. The City authorizes Developer and/or its agents, contractors and invitees access to the Development Property for survey and platting purposes.

Section 8.6 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and vacant possession of the Development Property to the Developer, within ten (10) days after written notice from the Developer that it is ready to take title to the land, which notice may not be given later than December 1, 2023, or on such other date as the parties hereto may mutually agree in writing (the "Closing Date").

Section 8.7 Recordation of Deed. The City shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The City is exempt from the payment of transfer taxes, and no transfer tax will be payable upon recording of the Deed. The City shall pay all filing costs for recording the Deed.

Section 8.8 Abstract of Title. Immediately following the execution of this Agreement, the City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer's responsibility to pay to have the abstract updated. Following the updating of the abstract of title by the Developer, it shall show marketable title in the City in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. The City shall make every reasonable effort to promptly perfect title. If closing is delayed due to the City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of the Developer at the time of delivery of the Deed.

Section 8.9 Conditions Precedent to Conveyance of Property. The City's obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer's financial ability as in the reasonable judgment of the City is required for the Project;
- (c) Execution of a Minimum Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.10 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not commenced construction of the Minimum Improvements on the Development Property within twelve (12) months after receipt of a building permit (as such date may be extended by City delay, or Unavoidable Delays), and commencement of construction does not appear imminent, in the reasonable discretion of the City, then subject to the notice and cure period set forth in Section 10.1(a) below, Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and Developer shall convey title to the Development Property to the City by no later than sixty (60) days after the occurrence of such Event of Default if construction of the Minimum Improvements has not commenced and such Event of Default has not been cured on or before such date.

Section 8.11. Partial Property Tax Exemption. Subject to Developer's compliance with all of the terms and conditions of this Agreement, City agrees that the Developer may apply to the County and to the City, for a partial exemption from taxation of industrial property as may be provided by the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the actual value added by the Minimum Improvements. Subject to Developer's timely application and qualification under Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and Chapter 427B, Code of Iowa, the partial property tax exemption shall be according to the following schedule:

- (a) For the first assessment year after the Minimum Improvements are fully assessed – 75% exemption of the actual value added.

- (b) For the second assessment year after the Minimum Improvements are fully assessed – 60% exemption of the actual value added.
- (c) For the third assessment year after the Minimum Improvements are fully assessed – 45% exemption of the actual value added.
- (d) For the fourth assessment year after the Minimum Improvements are fully assessed – 30% exemption of the actual value added.
- (e) For the fifth assessment year after the Minimum Improvements are fully assessed – 15% exemption of the actual value added.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties or the City, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever arising or purportedly arising from any actual (but not alleged) violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.
- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III and Section 8.10 of this Agreement, subject to Unavoidable Delays, where such failure continues for thirty (30) days after notice and demand for cure;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement within a reasonable amount of time after the casualty or condemnation;
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Article VIII of this Agreement;
- (d) Transfer of the Developer's direct ownership interest in the Development Property or any direct interest of Developer in this Agreement, or the assets of Developer outside the ordinary course of business in violation of the provisions of Article VII of this Agreement;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property, where such failure continues for thirty (30) days after notice and demand for cure;
- (f) Failure by the Developer until the Termination Date (or such shorter timeframe set forth in this Agreement as may be applicable) to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, where such failure continues for thirty (30) days after notice and demand for cure;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;

- (i) The Developer shall:
- (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) admit in writing its inability to pay its debts generally as they become due; or
 - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (j) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof, and the party in breach fails to cure the default within thirty (30) days after notice and demand for cure from the other party.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions, after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Agreement;

- (b) If the Developer is in default, the City may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement; or
- (d) In the event Developer has failed to timely complete construction of the Minimum Improvements for reasons other than Unavoidable Delays or City default hereunder, the City may require that Developer reconvey the Development Property to the City within sixty (60) days after the deadline for completion. Upon receipt of such notice, Developer shall have twelve (12) months in which to raze any portion of the Minimum Improvements or twenty-four (24) months in which to complete the Minimum Improvements. Within ten (10) days after Developer has razed such Minimum Improvements, it shall thereupon immediately convey title to the Development Property to the City, free and clear of all monetary liens. If Developer elects to complete such Minimum Improvements within the 24-month period, it shall retain title to the improved Development Property, unless it fails to timely complete the Minimum Improvements during such 24-month period, in which case it shall convey title to the Development Property to the City, free and clear of all monetary liens. City acknowledges and agrees that, if it accepts such reconveyance it will take the Development Property subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of the City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any person, firm, or entity, in connection with any improvements made to the Development Property within ninety (90) days immediately preceding the date of said conveyance; provided, that if such statement is untrue, the City may postpone accepting title to the Property until such statement is true, as confirmed by Developer on a customary seller's affidavit. Developer shall also deliver to City an abstract of title covering the Development Property, certified to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the

City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 10.2 of this Article, then the City may proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 10.5. In connection with Developer's financing of the construction at the Development Property, the City shall confirm the subordination of its reconveyance rights hereunder in a written agreement with Developer's lender, which agreement may be recorded by Developer or its lender, at Developer's sole cost and expense. Nothing herein shall be construed to preclude the City from recovering from Developer all costs and expenses incurred by the City in obtaining title to the Development Property free and clear of all liens and encumbrances.

Section 10.3. Limitation on Damages; No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In no event shall either party hereto be liable to the other for consequential, punitive, or special damages, it being agreed that any party's damages in the Event of Default shall be limited to actual damages only.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall commence a lawsuit to enforce the obligations of a party in default hereunder for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the prevailing party shall pay to the non-prevailing party in such lawsuit the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the prevailing party in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

Section 11.3. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Andy Moffitt, Vice President of Development
Ryan Companies US, Inc.
111 East Grand Avenue, Suite 200
Des Moines, IA 50309

With a copy to: Audra Williams, Associate General Counsel
Ryan Companies US, Inc.
533 South Third Street, Suite 100
Minneapolis, MN 55415

CITY City of Cedar Falls, Iowa
City Administrator
220 Clay Street
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving

the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Provisions Not Merged With Deed. None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date of Minimum Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 11.10. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 11.11. Prompt Undertaking. All parties agree to undertake promptly upon execution of this Agreement all of those obligations which require prompt action.

Section 11.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 11.13. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 11.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 11.15. Invalid Provisions. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

Section 11.16. Multiple Counterparts. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 11.18. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement.

Section 11.19. Survival. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

Section 11.20. Brokers. The City represents and warrants it has dealt with no brokers in connection with this Agreement and will indemnify and hold Developer harmless against any claims for commissions, finders fees, or the like arising out of any claims by brokers arising by or through the City. Developer shall pay its own broker pursuant to a separate agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2023, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Ryan Companies US, Inc.,
A Minnesota corporation

By: _____
Andy Moffitt, Authorized Representative

DEVELOPER

STATE OF IOWA, COUNTY OF _____, ss:

This instrument was acknowledged before me on the ____ day of _____, 2023, by Andy Moffitt, Authorized Representative, Ryan Companies US, Inc., a Minnesota corporation.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lots 12 and 13, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 9.33 acres more or less).

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of an industrial use warehouse facility totaling at least 40,000 square feet of space, all as set forth in the Construction Plans approved by the City in compliance with the terms of the Agreement.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving as Developer deems appropriate, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost.

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023 (Chapter 403 hereinafter called "Urban Renewal Act"); and Ryan Companies US, Inc., (hereinafter called the "Developer"), a Minnesota corporation having its principal place of business at 533 South Third Street, Suite 100, Minneapolis, MN 55415; did on or about the _____ day of _____, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lots 12 and 13, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 9.33 acres more or less)

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2023, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2023, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and Ryan Companies US, Inc., a Minnesota corporation, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of _____, 2023 (the "Agreement") regarding certain real property located in the City legally described as:

Lots 12 and 13, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 9.33 acres more or less).

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2023, as amended, the City and the Developer desire to establish a minimum actual value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon completion of construction of the above-referenced Minimum Improvements by the Developer, the minimum actual value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than \$4,747,000.00 (hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that

the construction of the above-referenced Minimum Improvements will be completed within two (2) years after commencement of construction.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Assessor's Minimum Actual Value established herein, or any actual value assignment made by the Assessor to the Minimum Improvements or to the 9.33 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual value assigned below the Assessor's Minimum Actual Value established herein for any period during the term of this Minimum Assessment Agreement.

2. The Assessor's Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate ten (10) years after the completion of the Minimum Improvements.

3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.

5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:

Ryan Companies US, Inc.,
A Minnesota corporation

By: _____
Andy Moffitt, Authorized Representative

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2023, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF _____, ss:

This instrument was acknowledged before me on the _____ day of _____, 2023, by Andy Moffitt, Authorized Representative, Ryan Companies US, Inc., a Minnesota corporation.

Notary Public in and for the State of Iowa

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the preliminary plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 9.33 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$4,747,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

County Assessor for Black Hawk County, Iowa

Date

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

Subscribed and sworn to before me by T.J. Koenigsfeld, County Assessor for Black Hawk County, Iowa.

Notary Public in and for the State of Iowa

Date

EXHIBIT E

FORM OF LEGAL OPINION

City of Cedar Falls
 Attn: City Clerk
 City Hall
 220 Clay Street
 Cedar Falls, Iowa 50613

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and Ryan Companies US, Inc., a Minnesota corporation

City of Cedar Falls, Iowa:

As counsel for Ryan Companies US, Inc. (the "Developer"), and in connection with the execution and delivery of a certain Agreement for Private Development (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of _____, 2023, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a corporation under the laws of the State of Minnesota and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement and the Minimum Assessment Agreement; and the Development Agreement and the Minimum Assessment Agreement have been duly and validly authorized by action of the members, have been executed and delivered by an

authorized representative of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.

3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

By: _____
Audra Williams, Attorney at Law
533 South Third Street, Suite 100
Minneapolis, MN 55415

EXHIBIT F

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023 (Chapter 403 hereinafter called "Urban Renewal Act"); and Ryan Companies US, Inc., (hereinafter called the "Developer"), a Minnesota corporation having its principal place of business at 533 South Third Street, Suite 100, Minneapolis, MN 55415, did on or about the ____ day of _____, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Lots 12 and 13, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 9.33 acres more or less)

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on _____, and terminates on _____, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever

shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2023.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

Ryan Companies US, Inc.
A Minnesota corporation

By: _____
Andy Moffitt, Authorized Representative

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2023, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF _____, ss:

This record was acknowledged before me on the _____ day of _____, 2023, by Andy Moffitt, Authorized Representative, Ryan Companies US, Inc., a Minnesota corporation.

Notary Public in and for the State of Iowa

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, Iowa (319) 268-5160

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND RYAN COMPANIES, US, INC., AND APPROVING AND AUTHORIZING EXECUTION OF A DEED WITHOUT WARRANTY CONVEYING TITLE TO CERTAIN REAL ESTATE TO RYAN COMPANIES US, INC.

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,279 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from Ryan Companies US, Inc. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, a copy of which Agreement is attached hereto and incorporated by this reference, pursuant to which Agreement, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of an Industrial Use Warehouse Facility totaling at least 40,000 square feet of space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Lots 12 and 13, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 9.33 acres more or less); and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to convey real property to developers for economic development purposes in furtherance of the objectives of an urban renewal project and to appropriate such funds, make such expenditures and convey such real property as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the Minimum Improvements and the Development Property would be established at an amount not less than \$4,747,000 for a period of ten (10) year after completion of the Minimum Improvements; and

WHEREAS, the Council hereby finds and determines that the Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of development of an industrial

building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3); and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement, and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to conveyance of the Development Property to the Developer in consideration of Developer's proposed development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a deed conveying title to the Development Property to the Developer consistent with the terms and conditions of the Agreement.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this _____ day of _____, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

STATE OF IOWA)
)
COUNTY OF BLACK HAWK:) SS:

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the _____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this _____ day of _____, 2023.

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa

DEED WITHOUT WARRANTY

For the consideration of One Dollar (\$1.00) and other valuable consideration, the City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa ("Grantor"), does hereby convey to Ryan Companies US, Inc., a Minnesota corporation ("Grantee"), the following described real estate in Black Hawk County, Iowa:

Lots 12 and 13, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, and further subject to restrictive covenants, ordinances and limited access provisions of record, if any, and to existing easements of record.

This transfer is exempt according to Iowa Code § 428A.2(6).

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____.

GRANTOR:

By: _____

Robert M. Green, Mayor

By: _____

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK:

This record was acknowledged before me on the ____ day of _____, 2023, by Robert M. Green, as Mayor, and Jacqueline Danielsen, as City Clerk, of the City of Cedar Falls, Iowa.

NOTARY PUBLIC IN AND FOR IOWA

My commission expires: _____



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: June 20, 2023
SUBJECT: Rezoning Request for property at 702 LeClair Street (RZ23-002)
 Land Use Map Amendment (LU23-001)

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

PETITIONER: Randy Howe, Owner; Bradley Best, Applicant

LOCATION: 702 LeClair Street

PROPOSAL

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

BACKGROUND

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

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

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

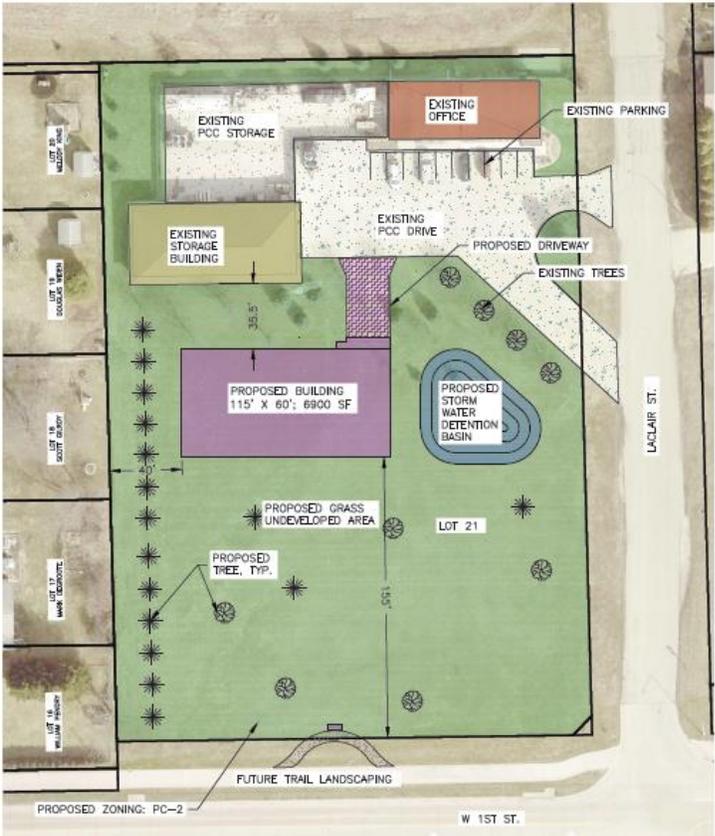
ANALYSIS

CURRENT ZONING

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

PROPOSED ZONING

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



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

adjacency to residential areas.

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

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



Proposed rendering



Proposed rendering

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



Existing Site



Existing Site



Existing Site

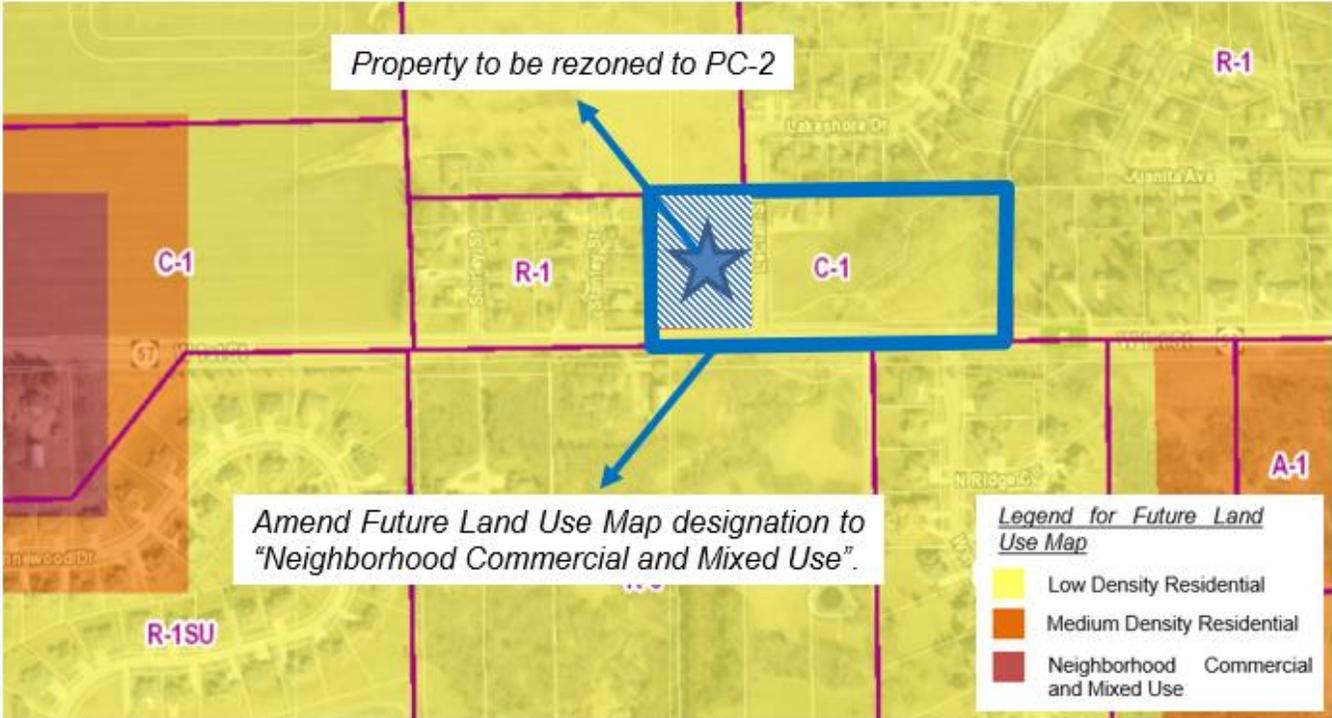
The applicant held a neighborhood meeting on April 5th, 2023 to discuss the proposed project and has included several suggestions from the neighbors in the proposal including reducing the height of the building, adjusting security lighting to eliminate glare, adding a bike path amenity, and will also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

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

COMPLIANCE WITH THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP

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

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



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

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

ACCESS TO PUBLIC SERVICES

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

ACCESS TO ADEQUATE STREET NETWORK

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

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

PUBLIC NOTICE

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

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

TECHNICAL COMMENTS

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

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

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

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

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

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

STAFF RECOMMENDATION

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

PLANNING & ZONING COMMISSION

Introduction
5/10/2023

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

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

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

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

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

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

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

Discussion
& Vote
5/24/2023

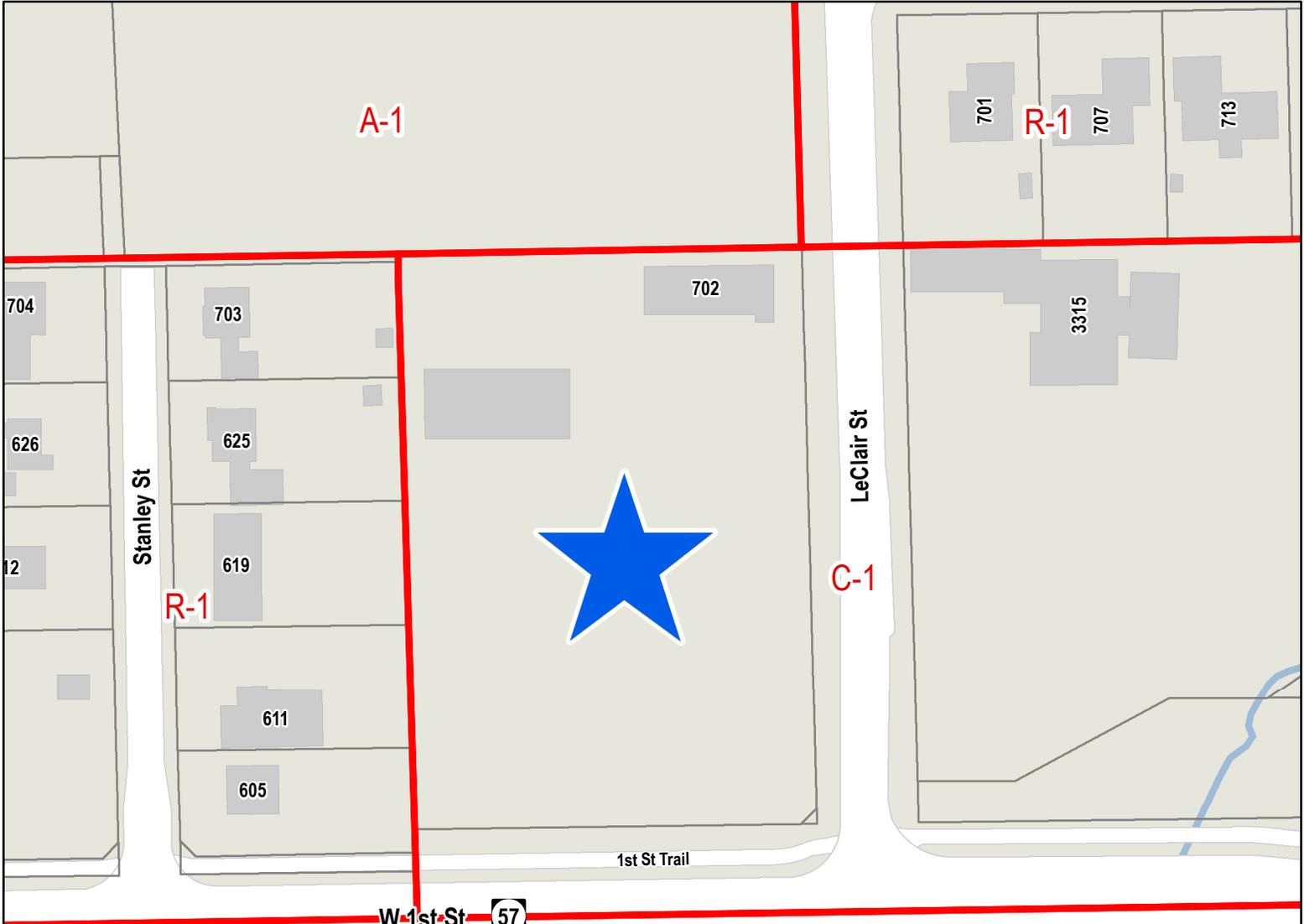
Chair Lynch introduced the item and Mr. Atodaria provided background information. He explained that the property is located on the corner of West 1st and LeClair Streets and covered background that was discussed at the last meeting. He provided a rendering of the location that showed existing and proposed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

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

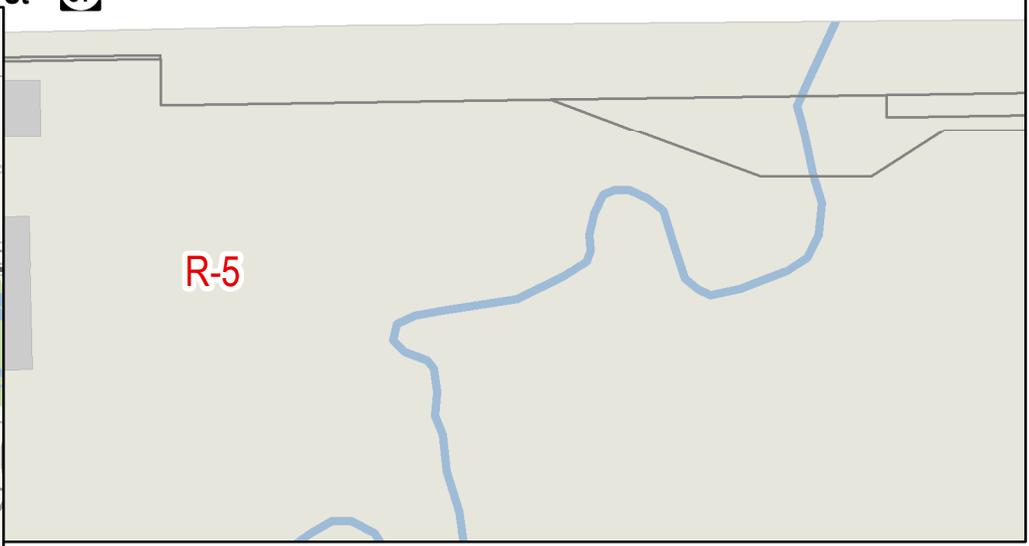
Ms. Grybovych made a motion to approve the rezoning request subject to staff recommendations. Mr. Larson seconded the motion. The motion was approved unanimously with 7 ayes (Alberhasky, Crisman, Grybovych, Larson, Leeper, Lynch and Stalnaker), and 0 nays.

Cedar Falls City Council June 5, 2023

Item 4.



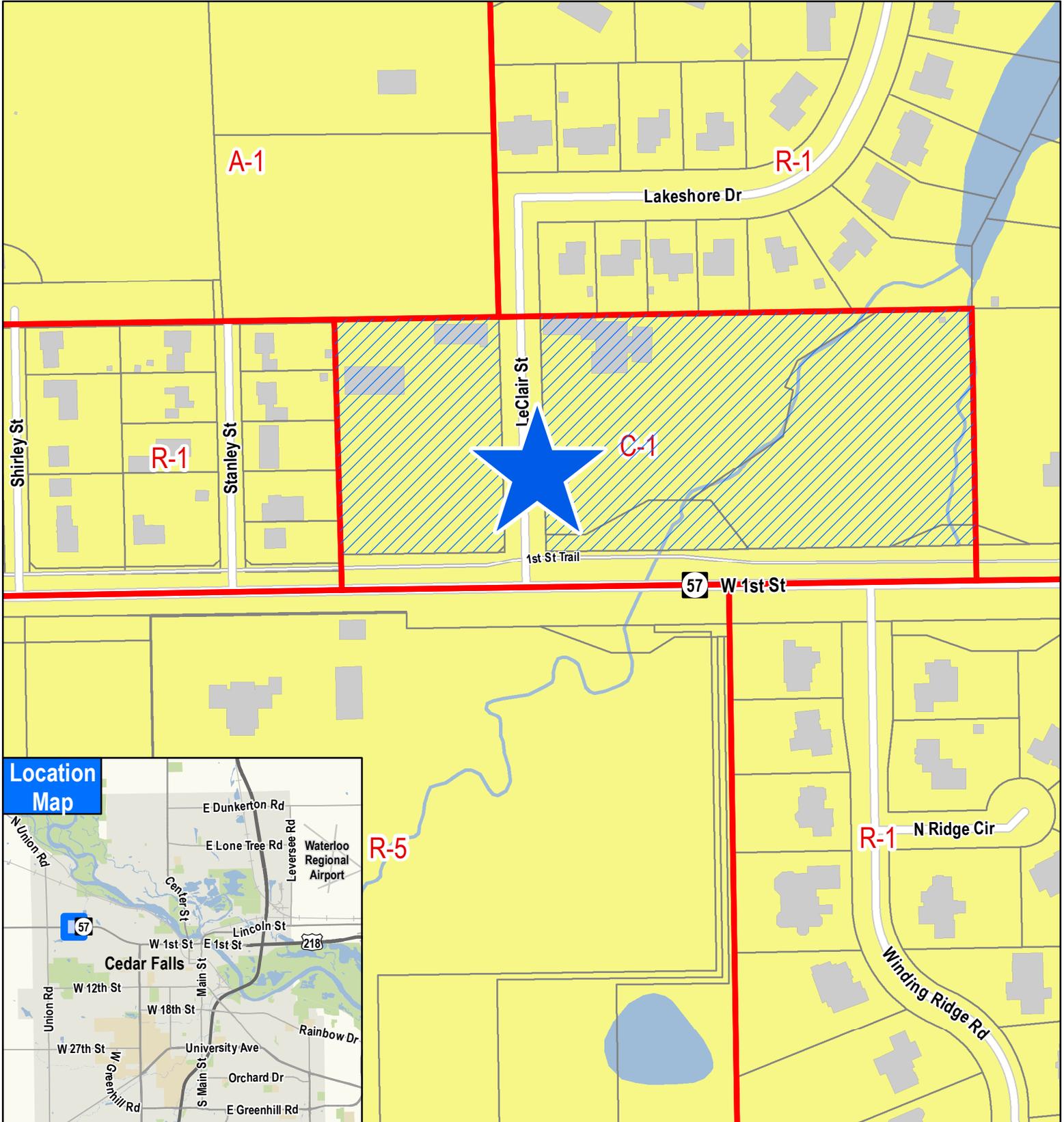
Location Map



**Rezoning from C-1 to PC-2
702 Le Clair Street
(RZ23-002)**

Cedar Falls City Council June 20, 2023

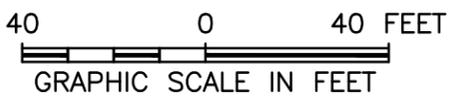
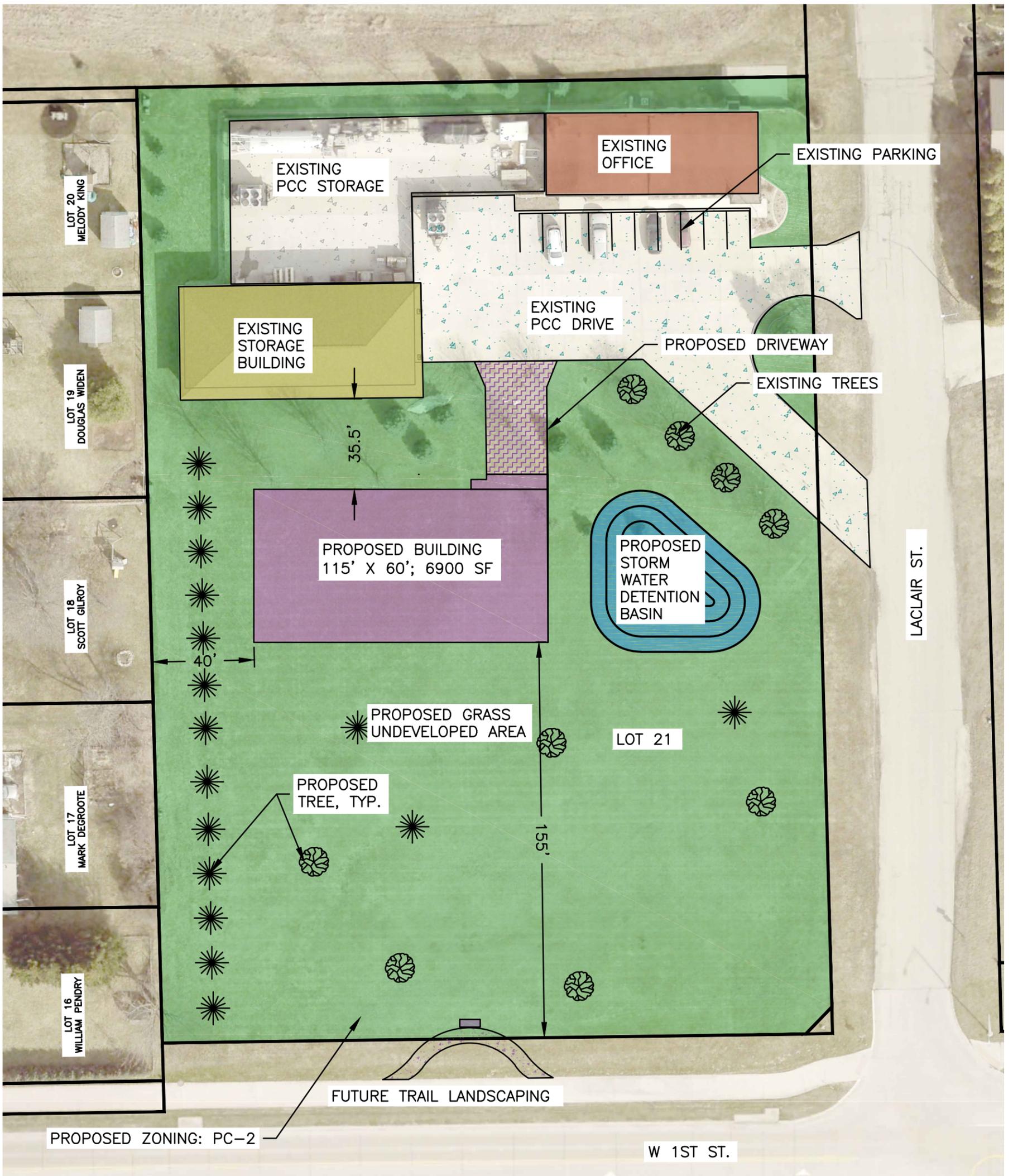
Item 4.



Location Map



SITE DEVELOPMENT PLAN LOT 21, STAR VIEW ADDITION



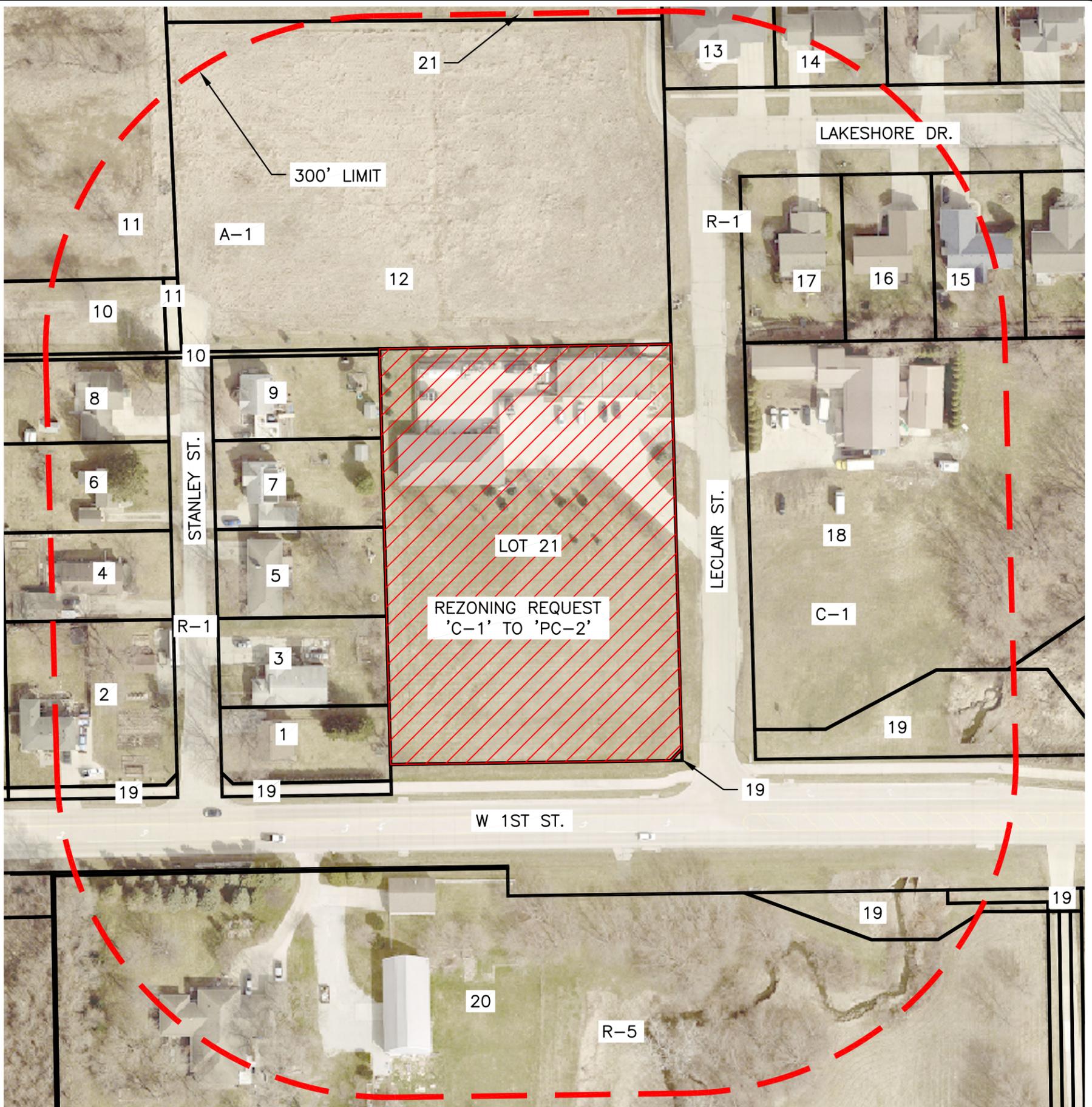
OWNER
 RANDY HOWE
 2314 SUNSET BLVD
 CEDAR FALLS, IA 50613

APRIL 6, 2023

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

ILLINOIS
 IOWA
 WISCONSIN

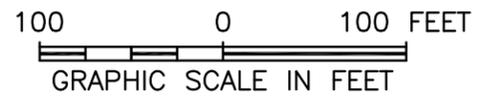
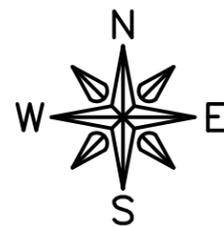


DESCRIPTION

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

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

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



APRIL 5, 2023

FEHR GRAHAM
 ENGINEERING & ENVIRONMENTAL

ILLINOIS
 IOWA
 WISCONSIN

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

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

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

RECITALS

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

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

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

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

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

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

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

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

Signature page to follow

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Owner:

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

By: _____
Randy W. Howe, Trustee

STATE OF IOWA)

) ss:

COUNTY OF BLACK HAWK)

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

Notary Public in and for the State of Iowa





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

To: Cedar Falls Department Of Community Development

Date: April 7, 2023

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

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

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

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

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

Thank you,

Randy Howe
Advanced Technical Services

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

Existing Site

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

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

Altogether, approximately fifteen vehicles per day visit this location.

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

Proposed Improvements

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

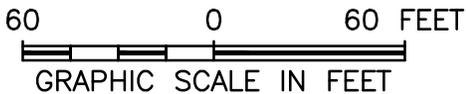
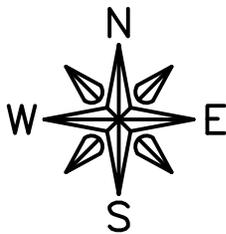
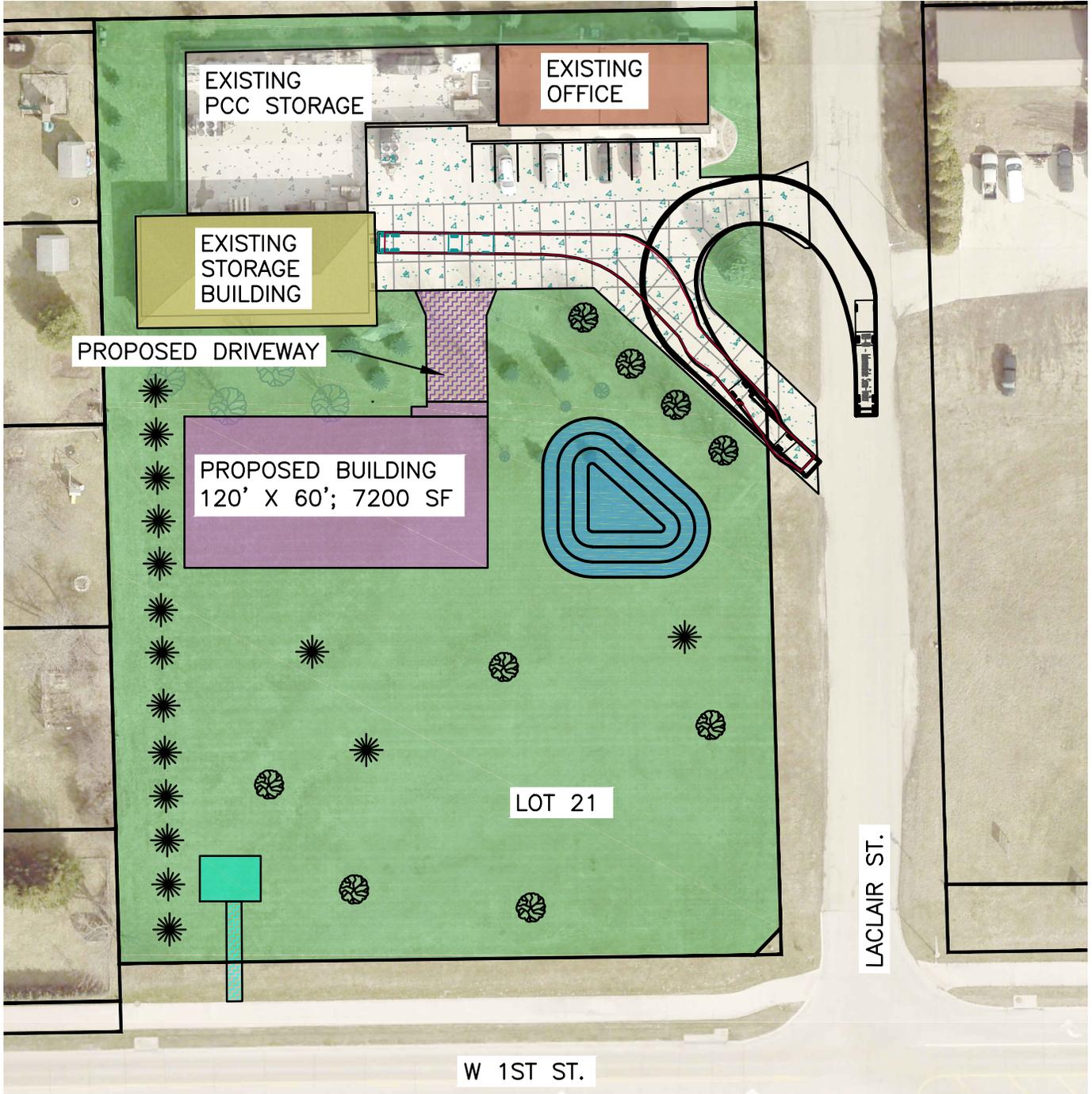
The number of employees is not changing with this project nor is the type of work. There will be no manufacturing taking place. Delivery and employee/customer traffic are expected to remain the same as existing, with approximately fifteen vehicles per day.

Conclusion

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

TRAFFIC SUMMARY EXHIBIT
702 LECLAIR STREET

Item 4.



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

OWNER
RANDY HOWE
2314 SUNSET BLVD
CEDAR FALLS, IA 50613

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL

ILLINOIS
IOWA
WISCONSIN

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

ORDINANCE NO. 3031

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

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

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

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

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

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

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

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

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

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

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

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

Legal Description:

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

Containing 94,446 Square Feet or 2.26 Acre.

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

INTRODUCED: _____ June 20, 2023

PASSED 1ST CONSIDERATION: _____ June 20, 2023

PASSED 2ND CONSIDERATION: _____ July 17, 2023

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

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

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

Background

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

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

Council Petition

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

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

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

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

P&Z Recommendation

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

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

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

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

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

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

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

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

PLANNING & ZONING COMMISSION MINUTES

Introduction

05/10/23

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

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

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

Acting Chair Hartley stated that he supports the change.

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

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

Public hearing and

Vote

5/24/2023

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

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

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

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

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

Commission members discussed further comments and concerns with the items.

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

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

ORDINANCE NO. 3032

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

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

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

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

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

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

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

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

INTRODUCED: _____ June 20, 2023

PASSED 1ST CONSIDERATION: _____ June 20, 2023

PASSED 2ND CONSIDERATION: _____ July 17, 2023

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Inspection Services Division

TO: Honorable Mayor Robert Green & City Council

FROM: Jamie Castle, AIA
Building Official

DATE: June 13, 2023

SUBJECT: First Reading for amendments to Ordinance Sections 19-4 and 19-185
Removal of Snow and Ice

Attached are the proposed amendments to Ordinance Sections 19-4 and 19-185 Removal of Snow and Ice. These potential amendments were initially presented at the March 20, 2023 committee meeting.

Chapter 19 STREETS AND SIDEWALKS

ARTICLE I. IN GENERAL

Sec. 19-1. Obedience to persons entrusted with care of streets.

It shall be unlawful for any person within the city to disobey or disregard the lawful commands or directions of any person in charge of work or repair or connected with such work or repair on any street with respect to the care of the street, the removal of obstructions and the general convenience of traffic and travel.

(Code 2017, § 23-1)

Sec. 19-2. Right-of-way, public park, public area meetings; parades.

- (a) It shall be unlawful for any person to hold public meetings of any character or description upon any public right-of-way of the city, or in any public park or area under the control of the city, without a permit being first secured as set forth in this section, or for any person to congregate about or upon any public right-of-way of the city so as to obstruct public travel or city services, or for any person to parade or march upon any street or public right-of-way of the city without a permit being first secured as set forth in this section.
- (b) Public meetings may be held on public right-of-ways of the city and in public parks or other public areas, and parades or marches may be held in the city by a person first obtaining from the city a written permit as described in section 17-210. This section is not intended to apply to funeral processions, students engaged in educational activities under the direct supervision of proper school authorities, or governmental agencies acting within the scope of their functions.
- (c) Any person violating any provision of this section, or who holds, conducts, manages, directs or has charge of a public meeting, parade or march otherwise than in accordance with the terms of the written permit issued as provided in this section, shall be guilty of a municipal infraction, punishable as provided in section 1-9 of this Code.

(Ord. No. 2949, § 4, 8-5-19)

Editor's note(s)—Ord. No. 2949, § 4, adopted August 5, 2019, repealed the former § 19-2 and enacted a new § 19-2 as set out herein. The former § 19-2 pertained to street meetings; parades and derived from Code 2017, § 23-3.

Sec. 19-3. Use of barbed wire on street.

- (a) The use of barbed wire on any property where such wire abuts any street or on the right-of-way of any street within the corporate limits of the city is hereby prohibited, and it is hereby made the duty of the operations and maintenance manager to remove any barbed wire so used on private property within the corporate limits of the city after first giving the owner or person occupying the premises 24 hours' notice to remove the same; provided, however, that, where such barbed wire is on the right-of-way of any street, the same may be removed by the manager without notice.

- (b) Any person failing, refusing or neglecting to remove any such barbed wire, when notified to do so by the operations and maintenance manager within 24 hours after such notice, or any person who shall use barbed wire in violation of the provisions of this section, shall be guilty of a misdemeanor.

(Code 2017, § 23-4)

Sec. 19-4. ~~Clearing of snow and ice from sidewalks.~~ Reserved

~~It shall be the duty of the owner to keep sidewalks abutting the property clear of the natural accumulations of snow or ice. If the owner fails to do so within a reasonable time, the operations and maintenance manager may have the natural accumulations of snow or ice removed without notice to the property owner. The manager shall give the council an itemized and verified statement of the costs and a legal description of the property. The costs shall be assessed against the property as taxes.~~

(Code 2017, § 23-5)

Sec. 19-5. Depositing gasoline, oil, etc., on paved streets.

No person shall allow any gasoline, kerosene or oil of any character to be deposited upon any pavement or to drip from any wagon, tank or vessel upon any pavement within the city.

(Code 2017, § 23-7)

Sec. 19-6. Depositing dirt, ashes or rubbish on paved streets.

No person shall deposit or cause to be deposited any dirt, ashes or rubbish of any kind or character on any paved street within the city.

(Code 2017, § 23-8)

Sec. 19-7. Cleanup of glass and other material on removal of wrecked vehicle from street.

Any person removing a wrecked or damaged vehicle from a street shall remove any glass or other injurious substance dropped upon the street from such vehicle.

(Code 2017, § 23-9)

Sec. 19-8. Deposit of injurious material on street.

- (a) No person shall throw or deposit upon any street in the city any glass, bottle, nails, tacks, wire, cans, trash, garbage, rubbish, litter, offal or any other debris. No substance likely to injure any person, animal or vehicle upon a street shall be thrown or deposited by any person upon such street.
- (b) Any person who drops or permits to be dropped or thrown upon any street any destructive or injurious materials and other materials as defined in subsection (a) of this section shall immediately remove the material or cause it to be removed.

(Code 2017, § 23-10)

Sec. 19-9. Sweeping refuse or waste into street.

It shall be unlawful for any business house or firm to sweep refuse or waste material of any kind into the street.

(Code 2017, § 23-11)

Sec. 19-10. Animals on streets.

- (a) It shall be unlawful to drive any animal on the streets of the city, unless properly harnessed and ridden, driven or led so as to be under the full control of the person so riding, driving or leading such animal; provided, however, that this section shall not prevent the transporting of animals in vehicles over the public streets of the city.
- (b) It shall be unlawful to leave any horses or livestock unattended on the streets of the city.
- (c) All provisions of chapter 23 shall, when applicable, apply to animals ridden, driven or led on the streets of the city.

(Code 2017, § 23-12)

Sec. 19-11. Depositing snow or ice upon streets, sidewalks or municipal parking lots.

It shall be unlawful for any person to deposit any accumulations of snow or ice upon the traveled portion of any street or highway, or upon any public sidewalk, or upon any municipally owned or leased parking lot, anywhere within the city. Any person violating this section shall be deemed to have committed a municipal infraction and shall be punished as provided in section 1-9.

(Code 2017, § 23-13; Ord. No. 2077, 11-14-1994)

Sec. 19-12. Camping on public rights-of-way.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Camp or camping means residing in or using city-owned property for night-time living accommodation purposes such as sleeping activities, making preparations to sleep overnight, including the laying down of bedding for the purpose of sleeping; erecting, maintaining or occupying any structure with natural or artificial material, including a building or tent, or living in a parked camper, trailer, motor home, motor vehicle, or any other vehicle, or city-owned property.

- (b) *Unlawful camping.* Except as otherwise provided in section 17-201 with respect to city parks, it shall be unlawful for any person to camp on any city-owned property, including public street rights-of-way, public sidewalks, public parks, or any other publicly-owned or maintained area or facilities; and no person shall set up a tent, shack, or any other shelter or structure on, nor park a camper, trailer, motor home, or any other vehicle for the purpose of sleeping or camping on, any city-owned property, including public street rights-of-way, public sidewalks, public parks, or any other publicly-owned or maintained area or facilities.

(Code 2017, § 23-14; Ord. No. 2522, § 1, 6-13-2005)

Sec. 19-13. Penalty for violation of article.

Any person violating any of the provisions of this article shall be deemed to have committed a municipal infraction and shall be punished as provided in section 1-9.

(Code 2017, § 23-15; Ord. No. 2522, § 2, 6-13-2005)

ARTICLE V. SIDEWALK CONSTRUCTION AND REPAIR**Sec. 19-172. Purpose of article.**

The purpose of this article is to clarify the responsibilities of the city and the owners of abutting property for the maintenance, repair, replacement or reconstruction of sidewalks.

(Code 2017, § 23-121)

Sec. 19-173. Definitions.

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

City engineer means the city engineer or the officer designated by the city council to perform the duties prescribed for the engineer by this article.

Defective sidewalk means any public sidewalk exhibiting deficient characteristics, as defined by the city engineer and approved by the city council. A list of the deficient characteristics shall be kept on file in the office of the city clerk.

Owner means the person owning the fee title or the contract purchaser for purposes of notification required under this article. For all other purposes, the term "owner" shall include the lessee, if any.

Sidewalk improvements means the reconstruction, repair, replacement or removal of a public sidewalk or the excavating, filling or depositing of material in the public right-of-way in connection therewith.

(Code 2017, § 23-122)

Sec. 19-174. Penalty for violation of article.

Any person violating any of the provisions of this article shall be deemed to have committed a municipal infraction, and shall be punished as provided in section 1-9.

(Code 2017, § 23-123)

Sec. 19-175. Standard specifications; supervision by city engineer.

- (a) The city engineer shall prepare complete plans and specifications for the construction, reconstruction and repair of sidewalks and driveway crossings in the sidewalk, which, upon approval of the city council, shall be kept on file in the office of the city clerk. The specifications shall include descriptions and standards for location of barricades and warning lights.

- (b) All sidewalk improvements on public property, whether performed by the owner of the abutting property or by the city, shall be performed under the supervision and inspection of the city engineer, and in accordance with the plans and specifications adopted in accordance with this article.

(Code 2017, § 23-124)

Sec. 19-176. Permit required; issuance.

No person shall make any sidewalk improvements unless such person shall obtain a permit from the city engineer. The permit shall state that the person will comply with the ordinances of the city and with the specifications for sidewalks adopted by the city. The permit also shall state that the work will be done under the direction and approval of the city engineer. A charge, in such amount as established by the council from time to time, shall be made for all such permits. A copy of the permit, with the application, shall be filed and preserved in the office of the city engineer. The permit shall state when the work is to be commenced and when the work is to be completed. The time of completion for the sidewalk improvements may be extended by the city engineer. All permits for sidewalk improvements not ordered by resolution of the city council shall be issued in compliance with this article. The city engineer may withhold the issuance of any permit for any sidewalk improvements for a sufficient period to determine the necessity for the proposed improvements, or when weather conditions will adversely affect the sidewalk improvements.

(Code 2017, § 23-125)

Sec. 19-177. Commencement of work without permit; failure to comply with specifications.

Whenever any sidewalk improvements are made that do not conform to the provisions of this article and with the city specifications, or when any sidewalk improvements are made without a permit, the city engineer shall serve notice to obtain a permit upon the property owner and upon the contractor doing the work. If the sidewalk is in the course of construction, the notice shall order the work to stop until a permit is obtained and the work is corrected to comply with the specifications. If the sidewalk work has been completed, the owner shall obtain a permit immediately and perform any needed corrections within five days from receipt of the permit. If the owner fails to comply with this notice, the engineer shall have the work completed, and the costs shall be assessed to the property owner as provided in section 23-135(c).

(Code 2017, § 23-126)

Sec. 19-178. Bond; insurance.

- (a) Any person constructing or building sidewalks within the city must first file a bond with the city clerk, with a copy to the city engineer, in the sum of \$5,000.00, or the estimated total cost of the construction work covered by the permit as determined by the city engineer, whichever is greater, conditioned on:
- (1) The faithful performance of all duties and regulations required by this article regulating the construction, reconstruction or repair of sidewalks within the city;
 - (2) The prompt payment to the city of any sums that may become due by reason of this article; and
 - (3) The payment of all fines imposed on said person for violation of this article when such violations occur during the life of the bond.
- (b) In addition, such person shall provide a certificate of liability insurance to the city clerk with a copy to the city engineer, which policy shall indemnify the city from all liability for damages arising from negligence in doing, protecting or completing the sidewalk work. Said insurance policy shall have limits in the aggregate of

\$1,000,000.00, and shall include the city as an additional named insured. Said bond and liability insurance policy shall provide coverage on a calendar year basis. Owners doing only their own sidewalk work are not required to furnish a bond or liability insurance policy if the owners execute an agreement with the city to hold the city harmless from any and all claims that may arise out of the sidewalk work.

(Code 2017, § 23-127; Ord. No. 2758, § 2, 1-23-2012)

Sec. 19-179. Inspection and approval of work.

Upon final completion of sidewalk improvements, the city engineer shall inspect the work. He may order corrections if the work does not meet specifications. When the work does meet all requirements of this article, the specifications and the permit, the engineer shall indicate this on both copies of the permit.

(Code 2017, § 23-128)

Sec. 19-180. Barricades and warning lights.

Proper warning lights and barricades shall be placed at sidewalk improvements to protect persons from materials, equipment and dangerous conditions. Placement and maintenance of adequate warnings is the responsibility of the constructor, the owner and the lessee of the property.

(Code 2017, § 23-129)

Sec. 19-181. Interference with sidewalk improvements.

No person shall knowingly or willfully drive any vehicle upon any portion of any sidewalk or approach thereto while it is in the process of being improved, or upon any portion of any completed sidewalk or approach thereto, or shall remove or destroy any part or all of any sidewalk or approach thereto, or shall remove, destroy, mar or deface any sidewalk at any time or destroy, mar, remove or deface any notice or warning device provided for by this article.

(Code 2017, § 23-130)

Sec. 19-182. Authority to order sidewalk improvements.

The city engineer may order the reconstruction, repair or replacement of permanent sidewalks upon any street or court. Notice of this order shall be sent to the owner by certified mail. The notice shall include the fact that the owner may request a hearing by the city council within 15 days of receipt of the notice.

(Code 2017, § 23-131)

Sec. 19-183. Duty of abutting property owner to repair defective sidewalk.

It shall be the duty of the abutting property owner at any time, or upon receipt of 30 days' notice from the city, to repair, replace or reconstruct all broken or defective sidewalks in the street right-of-way abutting the property owner's property. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the repair, replacement or reconstruction of broken or defective sidewalks abutting the property owner's property. If, after the expiration of the 30 days as provided in the notice, the required work has not been done or is not in the process of completion, the city engineer shall proceed to repair, replace or reconstruct the sidewalk. Upon completion of the work, the city engineer shall

prepare and submit to the city council an itemized and verified statement of expenditures for material and labor, and the legal description of the property abutting the sidewalk on which work has been performed. These costs shall be assessed against the abutting property for collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to repair, replace or reconstruct broken or defective sidewalks.

(Code 2017, § 23-132; Ord. No. 2410, § 1, 1-13-2003)

Sec. 19-184. Notification of city in case of inability to repair or barricade sidewalk.

It shall be the duty of the owner of the property abutting the sidewalk, or of the contractor or agent of the owner, to notify the city immediately if the owner is unable to make necessary sidewalk improvements or to install or erect warnings and barricades as required by this article.

(Code 2017, § 23-133)

Sec. 19-185. Removal of snow and ice.

The abutting property owner is responsible for the removal of ~~the natural~~ accumulations of snow and ice ~~from~~ ~~for~~ the full width of all sidewalks abutting the property owner's property within ~~a reasonable amount of time~~ 48 hours of the end of a weather event. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove ~~the natural~~ accumulations of snow or ice within ~~a reasonable amount of time~~ 48 hours of the end of the weather event, the ~~public works~~ community development department may notify the property owner of violation of this section by posting notice in a conspicuous place on the property or in the right-of-way adjacent to the property. If the property owner fails to remove ~~have~~ the ~~natural~~ accumulations of snow or ice within 24 hours of the notice the City shall have the snow or ice removed without further notice to the property owner. Upon completion of the work, the ~~public works~~ community development director shall prepare and submit to the city council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove ~~natural~~ accumulations of snow or ice from the sidewalks.

If removal of snow and ice from an abutting sidewalk would create an unsafe condition or would be a hardship on the owner, as determined by the city, an alternate route may be approved by the director of community development if the following conditions are met.

1. A plan is submitted to the City for approval.
2. The plan clearly demonstrates hardship and specifically identifies the proposed alternate route.
3. The alternate route provides a safe and level path with a minimum clearance of four feet and which leads to another adjacent sidewalk or right-of-way within five feet of the uncleared sidewalk.
4. The alternate route is no longer than fifteen feet in total distance.

(Code 2017, § 23-134; Ord. No. 2410, § 2, 1-13-2003; Ord. No. 2941, § 6, 6-3-2019)

Sec. 19-186. Assessment for repair or clearing cost.

- (a) *Notice.* When the city engineer submits a bill for sidewalk improvements or for removal of accumulations as provided in sections 19-177, 19-183 and 19-185, the city clerk shall send a notice of such facts to the owner of the abutting property. The notice may be given either by personal service or by certified mail to the last known address of the owner. The notice shall contain a statement of the work performed, the cost of the work that is being assessed and a description of the property affected, and shall state the fact that the person may pay the amount assessed by a certain date without interest or penalty. The notice also shall indicate that the person may object to such assessment and give the place and time at which the city council will hear such objections. The time set for hearing shall be at least 15 days after the service or mailing of the notice.
- (b) *Hearing.* At the time and place designated in the notice, the city council shall consider all objections to the assessment, correct all errors or omissions, and adopt a corrected list as the amounts to be assessed against the property.
- (c) *Billing and certifying to county.* Thirty days after the city council's decision, the city clerk shall certify any unpaid amounts to the county auditor. The unpaid assessments shall constitute a lien against the property and shall be collected by the county treasurer in the same manner as other taxes. Any assessment that exceeds \$500.00 may be paid in installments as set by the city council, not exceeding 15, in the same manner and at the same interest rates as for special assessments under Iowa Code ch. 384, div. IV (Iowa Code § 384.37 et seq.). No interest shall be charged for assessments, or parts thereof, paid within 30 days of the time the city council determines the final amounts.

(Code 2017, § 23-135)

Secs. 19-187—19-210. Reserved.

ORDINANCE NO. 3034

AN ORDINANCE (1) REPEALING SECTION 19-4, CLEARING OF SNOW AND ICE FROM SIDEWALKS, OF ARTICLE I, IN GENERAL, IN ITS ENTIRETY; AND (2) REPEALING SECTION 19-185, REMOVAL OF SNOW AND ICE, OF ARTICLE V, SIDEWALK CONSTRUCTION AND REPAIR, AND ENACTING IN LIEU THEREOF A NEW SECTION 19-185, REMOVAL OF SNOW AND ICE, ALL CONTAINED IN CHAPTER 19, STREETS AND SIDEWALKS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 19-4, Clearing of snow and ice from sidewalks, of Article I, In General, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby repealed in its entirety.

Section 2. Section 19-185, Removal of snow and ice, of Article V, Sidewalk construction and repair, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby repealed in its entirety and a new Section 19-185, Removal of snow and ice, is enacted in lieu thereof, as follows:

Sec. 19-185. Removal of snow and ice.

The abutting property owner is responsible for the removal of accumulations of snow and ice for the full width of all sidewalks abutting the property owner's property within 48 hours of the end of a weather event. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove accumulations of snow or ice within 48 hours of the end of the weather event, the community development department may notify the property owner of violation of this section by posting notice in a conspicuous place on the property or in the right-of-way adjacent to the property. If the property owner fails to remove the accumulations of snow or ice within 24 hours of the notice the City shall have the snow or ice removed without further notice to the property owner. Upon completion of the work, the community development director shall prepare and submit to the city council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove accumulations of snow or ice from the sidewalks.

If removal of snow and ice from an abutting sidewalk would create an unsafe condition or would be a hardship on the owner, as determined by the city, an alternate route may be approved by the director of community development if the following conditions are met.

1. A plan is submitted to the City for approval.
2. The plan clearly demonstrates hardship and specifically identifies the proposed alternate route.
3. The alternate route provides a safe and level path with a minimum clearance of four feet and which leads to another adjacent sidewalk or right-of-way within five feet of the uncleared sidewalk.
4. The alternate route is no longer than fifteen feet in total distance.

INTRODUCED: _____ June 20, 2023
PASSED 1st CONSIDERATION: _____ June 20, 2023
PASSED 2nd CONSIDERATION: _____ July 17, 2023
PASSED 3rd CONSIDERATION: _____
ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, 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: June 12, 2023

SUBJECT: Updates to City Code Section 23-374 – Parking Prohibited on Specific Streets

Parking is currently allowed on both sides of Bluebell Road from South Main Street to Coneflower Parkway. This area creates concerns of a congested corridor that can lead to single lane traffic and also potential vehicular movement conflicts into and out of area businesses along the corridor.

The Engineering Division is recommending that the current parking that exists on Bluebell Road be modified to restrict parking on certain portions of the road and have these areas designated as permanently prohibited parking. This will make the street safer with regards to traffic activities and vehicular movements within the corridor.

The Engineering Division is proposing changes to City Code Section 23-374 – Parking Prohibited on Specific Streets so the code will match the proposed limits of the no parking along Bluebell Road. Please see the attached changes to City Code Section 23-374 – Parking Prohibited on Specific Streets.

The Engineering Division of the Public Works Department recommends approval to set the newly defined area to prohibit on-street parking. This area is shown on the attached exhibit.

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

xc: Chase Schrage, Director of Public Works



Sec. 23-374. Parking prohibited on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or portions of streets enumerated in this section.

Street	Portion Where Parking Prohibited
<i>Bluebell Road</i>	<i>On both sides of Bluebell Road from Coneflower Parkway to 250 feet west of Coneflower Parkway.</i>
	<i>On the south side of Bluebell Road from Coneflower Parkway to 410 feet south/east of Coneflower Parkway.</i>

(Ord. No. 2945, § 2, 6-17-2019)

ORDINANCE NO. 3035

AN ORDINANCE AMENDING SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ENACTING A NEW SUBSECTION PROHIBITING PARKING ON SPECIFIC SECTIONS OF BLUEBELL ROAD.

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

Section 23-374, Parking Prohibited on Specific Streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by adding a new unnumbered subsection which shall read as follows:

<i>Street</i>	<i>Portion Where Parking Prohibited</i>
Bluebell Road	<i>On both sides of the Bluebell Road from Coneflower Parkway to 250 feet west of Coneflower Parkway.</i>
	<i>On the south side of the Bluebell Road from Coneflower Parkway to 410 feet south/east of Coneflower Parkway.</i>

INTRODUCED: _____ June 20, 2023

PASSED 1st CONSIDERATION: _____ June 20, 2023

PASSED 2nd CONSIDERATION: _____ July 17, 2023

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: July 18, 2023
SUBJECT: Political sign ordinance amendment

Section 3-64 of the Code of Ordinances addressing political signs is unlawful in a couple of respects. Courts have held that requiring a permit and fee for posting political signs on private property is an unconstitutional abridgment of First Amendment rights. Also, it is a similar unlawful abridgment to impose a deadline for removing such signs from private property.

Campaign signs may not be placed on public property according to State law. State law also prohibits the placement of campaign signs near polling places as provided in the current ordinance. That is why no changes to those provisions of the current ordinance are recommended.

Attached to this Memorandum please find proposed ordinance changes to bring Sec. 3-64 into legal compliance. It should be noted that at my recommendation the provisions to be stricken have not been enforced since we learned of the problems with the ordinance.

I recommend approval of the changes.

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

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 3-64, POLITICAL SIGNS, OF ARTICLE II, SIGNS, OF CHAPTER 3, ADVERTISING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 3-64, POLITICAL SIGNS.

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

Section 3-64, Political Signs, of Article II, Signs, of Chapter 3, Advertising, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 3-64, Political Signs, is enacted in lieu thereof, as follows:

Sec. 3-64. Political signs.

~~Any person who desires to post political signs within the city limits shall first obtain a temporary sign permit. All of such signs must be removed within one week after the election which the signs refer to. A political sign shall not be attached to any city property, nor shall any such~~ No political sign shall be posted on the premises of any polling place or within 300 feet of any outside door of any building affording access to any room where the polls are held, or any outside door of any building to any hallway, corridor, stairway or other means of reaching the room where the polls are held, except that this prohibition shall not apply to the posting of signs on private property not a polling place.

(Code 2017, § 3-65)

INTRODUCED: _____ July 17, 2023
PASSED 1ST CONSIDERATION: _____ July 17, 2023
PASSED 2ND CONSIDERATION: _____
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

Financial Services Division

TO: Mayor Green and City Council Members
FROM: Lisa Roeding, Controller/City Treasurer
DATE: May 18, 2023
SUBJECT: Council Salary Ordinance

Please find attached proposed changes to Section 2-47 of the Code of Ordinances relating to the Salary of Councilmembers. These changes were discussed during the Committee of the Whole meeting on April 17, 2023.

The effects of Section 2-47 changes are to establish \$8,500 ~~\$12,000~~ as the annual rate of pay beginning January 1, 2024, and to use October as the month of the federal consumer price index rate (CPI-U) to calculate the annual increase, which will be effective beginning January 1, 2025.

Please feel free to contact me with any questions.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations
Ron Gaines, City Administrator

ORDINANCE NO. _____

AN ORDINANCE INCREASING THE SALARY OF COUNCIL MEMBERS BY REPEALING SECTION 2-47, SALARY OF MEMBERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, CITY COUNCIL, OF CHAPTER 2, ADMINISTRATION, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-47, SALARY OF MEMBERS OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 2-47, Salary of Members, of Division I, Generally, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-47, Salary of Members, is enacted in lieu thereof, as follows:

Sec. 2-47. - Salary of members.

Each councilmember of the city shall receive an annual salary of ~~\$8,500.00~~~~\$12,000.00~~~~\$4,098.60~~ as of January 1, 2024, and ~~beginning after~~ January 1, 2025, 2000 an annual salary adjustment shall be awarded equal to the ~~latest calendar year annual~~ federal consumer price index rate (CPI-U) for the month of October that precedes the effective date of the annual salary adjustment awarded at the start of each fiscal year. Said salary shall be payable in such manner as the council shall by motion direct.

(Code 2017, § 2-43; Ord. No. 2085, § 1, 2-13-1995; Ord. No. 2250, § 1, 1-11-1999)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

ORDINANCE NO. 3037

AN ORDINANCE INCREASING THE SALARY OF COUNCIL MEMBERS BY REPEALING SECTION 2-47, SALARY OF MEMBERS, OF DIVISION 1, GENERALLY, OF ARTICLE II, CITY COUNCIL, OF CHAPTER 2, ADMINISTRATION, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-47, SALARY OF MEMBERS OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 2-47, Salary of Members, of Division I, Generally, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 2-47, Salary of Members, is enacted in lieu thereof, as follows:

Sec. 2-47. - Salary of members.

Each councilmember of the city shall receive an annual salary of \$8,500.00 as of January 1, 2024, and beginning January 1, 2025, an annual salary adjustment shall be awarded equal to the federal consumer price index rate (CPI-U) for the month of October that precedes the effective date of the annual salary adjustment. Said salary shall be payable in such manner as the council shall by motion direct.

INTRODUCED: _____ July 17, 2023 _____

PASSED 1ST CONSIDERATION: _____ July 17, 2023 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street

July 17, 2023

The meeting of Standing Committees met at City Hall at 5:15 p.m. on July 17, 2023, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Dustin Ganfield, Gil Schultz, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

Finance and Business Operations Committee:

Chair Dunn called the meeting to order and introduced the first item on the Finance & Business Operations Committee Agenda, Grow Cedar Valley Update and introduced Mike Mallaro, Chair of the Grow Cedar Valley Board. Mr. Mallaro gave a brief overview of Grow Cedar Valley and introduced Lisa Skubal, Vice President of Economic Development. Ms. Skubal gave an overview of current and new projects and leads, meetings, and outreaches; she introduced Stephanie Detweiler, Director of Workforce and Talent. Ms. Detweiler gave an overview of surveys conducted, future surveys, and use of the data collected; she introduced Nicole Sallis, Director of Communications. Ms. Sallis gave an overview of the “Live the Valley” campaign and the Livability magazine for 2024; she introduced Cary Darrah, CEO. Ms. Darrah talked about the marketing messages to the community and the Destination Iowa project.

Finance and Business Operations Committee:

Chair Dunn called the meeting to order and introduced the second item on the Finance & Business Operations Committee Agenda, Parking Permits for Downtown Residents and introduced Parking Supervisor Marcie Breitbach. Ms. Breitbach presented four options for City lot permit parking: continue the current ordinance, including 48 hour parking and towing regulations; allow a monthly resident permit, \$100/month, with a designated space for Main Street residents with proof of residency and one spot limit per address; allow a monthly resident permit, \$70/month, lot specific but no designated space, for Main Street residents with proof of residency and one spot limit per address; or continue the current \$35/month permit with option to purchase additional time beyond 48 hours for \$3/day. Ms. Breitbach stated the City recommends option four. Councilmembers and staff discussed: identification of resident vehicles, permits are tracked by license plate; number of available permits; long-term parking payment and towing during snow emergencies; clarity in ordinance wording for long-term parking; and addition of contact information to permit application. Director of Community Main Street Kim Bear read a letter submitted to Council regarding downtown parking. Councilmember Harding moved to keep current permit regulations but add the \$3/day additional longer-term parking with the clause that during the extra time purchased the vehicle cannot be towed; Councilmember Schultz seconded. Councilmembers discussed current number of permits and inclusion of additional information on the City website. There being no public comment, Chair Dunn called for a voice vote. Aye: Schultz, Kruse, Harding, Ganfield, Sires, and Dunn. Nay: deBuhr. Motion carried.

Finance and Business Operations Committee:

Chair Dunn called the meeting to order and introduced the third item on the Finance & Business Operations Committee Agenda, City Council E-Mails on City Website and introduced Information Services Manager Julie Sorensen. Ms. Sorensen reviewed past policy for use of external e-mail address and the February change to City e-mail addresses for Council after consultant review and recommendations to meet cybersecurity insurance, retention, and FOIA record request requirements. Ms. Sorensen recommended continued use of City e-mail addresses. Councilmembers and staff discussed: cybersecurity risks of e-mail forwarded from shared Council inbox to external e-mail; responsibility of City for City e-mail and Councilmember for external e-mail for retention and disclosure of e-mails for FOIA record requests; e-mail notifications; risks to cybersecurity and cybersecurity insurance requirements for use of external e-mail. Councilmember Kruse moved to keep personal e-mail if that’s Councilmember’s choice, with clause that if it affects use of shared inbox to discontinue use; Councilmember Ganfield seconded. There being no public comment and no further Council discussion, Chair Dunn called for a voice vote. Aye: deBuhr, Kruse, Ganfield, and Sires; Nay: Schultz, Harding, and Dunn. Motion carried. City Administrator

Ron Gaines stated this does not require Council action but will be the practice moving forward. Ms. Sorensen stated she will update the website with Councilmembers' preferred e-mail addresses and provide a letter stating the responsibility of Councilmembers who choose to utilize an external e-mail regarding cybersecurity, retention, and FOIA record requests.

Item 11.

Public Works Committee:

Chair Schultz called the meeting to order and introduced the only item on the Public Works Committee Agenda, Request for 4-Way Stop at the Lone Tree Road and Center Street Intersection and introduced City Engineer David Wicke. Mr. Wicke provided the criteria for an all-way stop and if they were met: use as an interim measure for a traffic signal, not met; crash data supports use, not met; and minimum volumes, number of vehicles and speed, not met. He stated stop signs are not a traffic calming tool. Mr. Wicke stated the City recommends installation of an "Intersection Ahead" sign on Center Street and addition of a "Cross Traffic Does Not Stop" sign on currently installed Lone Tree Road stop signs. Councilmembers and staff discussed: use of the Manual on Uniform Traffic Control Devices (MUTCD); liability to the City; and previous speed study. Chair Schultz stated Council had received petitions for the four-way stop from the public, asked for public comment. Steve Smith, Cedar Falls; Jim Newcomb, Cedar Falls; Mark Sharp, Cedar Falls; Amy Jardon, Cedar Falls; and Mark Suchy, Cedar Falls: spoke in favor of the four-way stop and expressed concern for pedestrian/bike traffic and the school crossing. Councilmembers discussed: conducting a pedestrian/bike traffic study and study for installation of a Rapid Beacon. Councilmember Ganfield motioned the committee recommend to Council to add a four-way stop including painted pedestrian crossing; Councilmember Sires seconded. Chair Schultz called for a voice vote. Aye: Schultz, Kruse, Harding, Ganfield, Sires, and Dunn; Nay: deBuhr. Motion carried. City Administrator Ron Gaines stated staff will draft an ordinance to bring to Council for implementation after approval.

Meeting adjourned at 6:58 p.m.

Minutes by Katie Terhune, Administrative Assistant



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
PHONE 319-268-5118
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www.cedarfalls.com

CFD 9520

Item 12.

FROM: Mayor Robert M. Green

TO: City Council

DATE: July 28, 2023

SUBJ: **Appointment to Cedar Falls Utilities Board of Trustees – Mr. Nick Evens**

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

1. In accordance with reference (a), I hereby appoint Mr. Nick Evens to the Cedar Falls Utilities Board of Trustees for to fill the vacancy of a six-year term ending on August 31, 2027.
2. Because this appointment occurred within the two-year validity window of the previous appointment process, a new selection panel was not convened. Instead, in keeping with my process, the first alternate has been offered the vacancy appointment. That window expires in August, so a new selection list will be generated for the next vacancy.
3. Councilor Gil Schultz was not part of the selection process nearly two years ago at the Public Works Committee Chair, so I have given him the opportunity to interview Mr. Evens to ensure Councilor Schultz's comfort with this appointment.
4. This appointment would retain the required gender balance, with three males and two females. Please contact me with any additional questions.

Encl: (1) Mr. Nick Even's General Application and Candidate Questionnaire

Xc: City Administrator
CFU General 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: Nick A. Evens Gender: ...M..... Date: July 16, 2021.....
Firs MI

Home Address: Home Phone:

Work Address: same Work Phone: ... same

E-mail Address: Cell Phone:

Employer: Curql Collective LLC Position/Occupation: President and CEO

If Cedar Falls resident, length of residency: 25 years City Ward: 3 ... x 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
- x Utilities Board of Trustees
- Visitors & Tourism Board

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

See attached

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

- Management - Solid background in strategic planning and executing plans. Highly developed negotiation skills and experience cultivating strategic business partnerships. Equally strong in innovation, collaboration, problem-solving, budgeting, financial management and seed/venture capital.
- Team building - Team leader with broad experience recruiting and hiring driven, exemplary employees and developing talent.
- Communication - Persuasive communicator with well-developed presentation and writing skills. Able to develop a productive relationship with customers, management, colleagues, staff and boards.

MOTIVATION: Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make?
I believe my experience in the business world can help to continue to advance this fantastic public utility to keep that culture of innovation and reliability at the top of the charts. The fact that CFU generates a yearly financial payment to the City also speaks to the fiscally responsible attitude that CFU and the City share that makes serving on the board very appealing to me. My attitude regarding public service stems from growing up in small town Hudson and watching my Dad give back by serving on boards and commissions that helped keep the small town viable and thriving. I have taken this attitude with me and believe in giving back by utilizing of my time and talents. It goes without saying that serving on the CFU board would be an honor and privilege and probably the best way I can contribute to the ongoing success of something that makes Cedar Falls a really special place to live.

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

Please e-mail completed this application to boards@cedarfalls.com
or Mail to Mayor, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613
You will be contacted to submit a Candidate Questionnaire when a board vacancy occurs.

Nick Evens-Civic Boards and Committees

July 2021

- Cedar Valley Hospice--Governing Board of Directors-2005-2010
Governing Board President-2008
- Sartori Memorial Hospital-Board of Trustees-2007-2015
Board Chairman-2011-2015
Patient Quality and Safety Committee-2011-2015
- City of Cedar Falls Vision 2015 Planning Committee-2008
- Beaver Hills Country Club-Board of Directors-2009-2012
Finance Committee Chair-2010-2012
- American Cancer Society, Relay for Life--Co-Chairperson 2005 and 2006
- Marketing Advisory Board-University of Northern Iowa-1998-2002
- Panther Scholarship Club -Board of Directors- 2005-2009
- Cedar Falls Public Library - Board of Trustees 1999-2004
Chairman of the Fundraising Committee that spearheaded new building project.
New \$6MM library completed early 2004
- Red Cedar - Board of Directors 2017- June 2021
- Red Cedar Seed Fund - Managing Partner 2018-June 2021
- Black Hawk County Gaming Association Board of Directors-July 2021-
Finance Committee

UTILITIES BOARD OF TRUSTEES CANDIDATE QUESTIONNAIRE

Item 12.



Name: Nick Evens

Date: July 16, 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?

We have lived in CF since 1996 and CFU has always been something we can point to as citizens and say that we have the most innovative and collaborative public utility in the entire US. How many City and citizen owned public utilities can say the President of the United States came into the building and announced to the entire world we have the fastest internet in the world? I believe my experience in the business world can help to continue to advance this fantastic public utility to keep that culture of innovation and reliability at the top of the charts. The fact that CFU generates a yearly financial payment to the City also speaks to the fiscally responsible attitude that CFU and the City share that makes serving on the board very appealing to me. My attitude regarding public service stems from growing up in small town Hudson and watching my Dad give back by serving on boards and commissions that helped keep the small town viable and thriving. I have taken this attitude with me and believe in giving back by utilizing of my time and talents. It goes without saying that serving on the CFU board would be an honor and privilege and probably the best way I can contribute to the ongoing success of something that makes Cedar Falls a really special place to live.

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

I certainly believe in overall reduction of our carbon footprint has to be a priority in order for our planet to survive. I do believe global warming exists. At same time this has to be done in a responsible way that involves innovate approaches to incorporating how we generate power today coupled with utilizing the solar and wind energy solutions that CFU has done a great job of building. I have a forward-looking approach and believe that we always have to be looking for what is next and create plans that involve phasing in new things without risking the processes and solutions that our citizens rely on every day. The innovation that interests me, that I would really like to help be a part of, are incorporating what we have in place today with new technology around hydrogen and nuclear and other types of power generation that we don't even know about yet.

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?

The easy answer is yes but I do not know enough about how that formula works today. I think the transfer of funds should be based on something that is fair for both CFU and the taxpayers and maybe would not be the same each and every year. Again-this is one area where I am would be eager to jump and look at how it works today and continue to develop formulation that works the best for both sides of the equation.

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?

My experience speaks to all of the parts of this question so let me just give you a brief history of my work background and it should speak to all. From most recent to backwards:

June 2021-Present-CurqI Collective-President and CEO

I answer to a Board of Directors. 50 credit unions own the company. All have invested money to look for and invest in transformative technology in the banking space. I have to create an ecosystem where the fintechs, credit unions and the fund management co. all create opportunities for each other. Fund size is \$250 million. My operational budget will be \$3 million per year. I have to build an organization by hiring people with anticipation of getting to 10 employees by year 3

November 2009-June 2021-The Veridian Group-President

I led the holding company of Veridian Credit Union, a \$5.5B institution with over 900 employees. Inside the holding company we operated to independent companies and invested over \$10MM in other companies during my time there. I had 2 direct reports and 45 employees in the two operating companies. I had to recruit and hire the 2 leader who reported to me. One came from inside the organization and one from outside. I also handled venture investing and due diligence on the credit union side where we invested over \$10 million in new technologies over my time there. I served on the management team and strategic team of the CU and served on multiple trade association and fintech boards in my career there. Managing risk was an everyday occurrence for all of us in C-suite at the CU and many of the companies we invested in were cyber focused. Also-I had my own law firm on retainer at the Veridian Group and had access to the CU's legal counsel where I interacted weekly with legal matters and risk mitigation along with litigation issues.

Prior to Veridian, which is probably the place where I learned many of the things that will benefit CFU if I am chosen, I owned my own company called Porta-Vet in Hudson. Being small business owner speaks to all of the parts of the question.

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?

When allowed by code and for the benefit of the City and the citizens of Cedar Falls

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.

I am not sure of any conflicts. I was recently asked to join the Black Hawk County Gaming Association and that is currently the only civic board I serve on. I cannot think of any conflict with my employer.

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

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Robert M. Green

FROM: Mayor Robert M. Green

TO: City Council

DATE: July 24, 2023

SUBJECT: Visitors and Tourism Board – Member Appointment

REF: (a) Code of Ordinances, City of Cedar Falls §17-300, Visitors and Tourism Board

(b) CFD 9101.22d: Appointment Process for Boards and Commissions

1. In accordance with the candidacy and qualification requirements of reference (a) and (b), I hereby nominate Ms. Sandy Thomas for appointment to a three-year term expiring on July 1, 2026.
2. Ms. Thomas was the first choice of the selection panel, consisting of City Councilor Simon Harding, Visitors, Tourism and Cultural Programs Manager Jennifer Pickar, and Board Chair Brooke Croshier-Sidebotham.
3. Ms. Thomas’s application and candidate questionnaire is attached for your review, and I will invite her to attend the City Council Meeting on August 7 for her confirmation.

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: **Sandy** **L** **Thomas** Gender: **F** Date: **4/21/2023**
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Cell Phone:

Employer: **Open Door Hospitality** Position/Occupation: **Director of Sales**

If Cedar Falls resident, length of residency: **50 Years** City Ward: 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).

- Cedar Valley Sports Commission - Current Board Member**
- Cedar Falls Tourism Marketing Committee - Former Member**
- Grout Museum Marketing Committee - Former Member**

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

I have been involved in the travel and tourism industry for the last 30 years in several different cities. Cedar Falls has always been my home and have a vested interest in the success of the city. My perspective of a hotel Director of Sales gives me unique insight on the trajectory of the tourism industry in the Cedar Falls market.

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

As stated above my unique perspective of working in the sales of local hotels gives me insight on the trends, shifts and outcomes of many different facets of the travel and tourism industry. I have worked in several markets where their travel and tourism boards have been successful or not successful and can bring that experience to the CF Visitors and Tourism board and look forward to serving Cedar Falls.

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 have been in the community for many years, however, do not foresee any conflicts that this may pose to the board. Thank you for your consideration.

Please e-mail completed this application to boards@cedarfalls.com
or mail to Mayor, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613
You will be contacted to submit a Candidate Questionnaire when a board vacancy occurs.

VISITORS AND TOURISM BOARD CANDIDATE QUESTIONNAIRE



Name: Sandy Thomas

Date:

Can you attend board meetings on the 3rd Wednesday of the month at 4pm at the Visitors Center? Yes No

1. Why are you interested in serving on the Visitors and Tourism Board?

I would like to bring another perspective to the Tourism Board coming from the hotel and a sales side. As Director of Sales for a hotel company my sales team works every day to promote our hotels as well as Cedar Falls as a destination for groups of all types. We seek out state association conventions, youth, adult and collegiate sports, corporate meetings and multi day conferences. I feel my sales knowledge and understanding of the various group's and visitor's needs would work hand in hand with the Visitors and Tourism Board goals.

2. What is your background and experience in the tourism and service industry?

Working in hotel sales for more than 25 years is an extension of tourism and the service industry.

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

To add another perspective to tourism and visitors coming to our area. To bring new ideas to the board and help promote more tourism of all types to the city.

4. What unique perspective or insights could you bring to the Visitors and Tourism Board?

As a person that works every day to bring visitors to the city, I could offer ideas that work for me in my sales role. Utilizing some of the tools and knowledge I have could help benefit the board and the decisions that are made on behalf of tourism for the city.

5. What changes would you like to see in the City's visitor and tourism services and programs?

I would like to see more grant dollars given each year to help promote and attract people/groups to our city to help enable Cedar Falls to be more competitive across the state when bidding on large groups and events. Tourism/visitors is what provides the grant money.

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

I don't believe I have any conflicts of interest and hope to be a good objective board member to help benefit all businesses.

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



OFFICE OF CITY ADMINISTRATOR

CITY OF CEDAR FALLS, IOWA

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www.cedarfalls.com

TO: Mayor Robert M. Green and City Council Members
FROM: Ron Gaines, City Administrator
DATE: July 31, 2023
SUBJECT: Departmental Monthly Reports Submission – June 2023

Please contact Administrator Gaines with any questions about the accomplishments of city staff contained in this monthly report.

Encl: (1) City of Cedar Falls Departmental Monthly Reports.

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CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



June 2023

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**FINANCIAL SERVICES
JUNE 2023**

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$116,657,740 invested in CD's and \$300,000 in a liquid money market.

The FY23 Cash Management report was presented to the Committee of the Whole on June 5th. The report outlines the fund balances for the City's major funds and projects balances and investments for FY24.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	8	\$14,972,000.00
CD's Purchased	8	\$10,989,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$339,012.45

FY23 Audit

Work began on the FY2023 Financial Audit in June and will continue through October. During the last week of June, financial services staff completed supply inventories with all departments in the City. The inventory will be included in the FY23 audit.

Miscellaneous Financial Activities

For June, 142 payroll checks and 1,140 direct deposits were processed. Accounts Receivable were processed and 147 invoices were mailed out to customers. 2,378 transactions for accounts payable were processed and approved by the City Council for payment and 549 checks were mailed out to vendors. CY2022 employee salaries were published in the Courier according to Iowa Code.

FINANCE & BUSINESS OPERATIONS

HUMAN RESOURCES
June 2023

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Provided Inclusive and Trauma-Informed Practices presentation to Rec Center Day Camp staff
- Hosted a Trauma-Informed Workplace webinar with Friends of the Family for interested City staff
- Selected and assigned two online trainings to management: “Protected Classes for Managers: Avoiding Discrimination in Employment Decisions” and “Protected Classes for Managers: Preventing and Stopping Harassment.”
- HR staff attended Microsoft 365 training held by information systems staff
- Risk Management Committee meetings were held June 7th and 21st
- Reviewed five contracts/agreements for required insurance
- Review and follow-up of thirteen public event permits
- Public Entity Insurance was approved by City Council and bound for July 1st renewal
- FY2024 payroll resolutions approved and adopted by City Council on June 20th
- Received best and final offers from Enterprise Resource Planning (ERP) vendor finalists and selected one finalist to move forward with into the contract negotiations stage
- Union seniority lists were updated and forwarded to staff for posting and union representatives
- Recruitment/Employment tasks related to:
 - FT positions: Assistant Public Safety Director/Fire Chief, Civil CAD/GIS Technician, Community Services Supervisor, Engineering Technician I, Librarian (Teen Services), Library Assistant (Circulation & Reference), Maintenance Worker (Refuse), Principal Engineer, Public Safety Officer, Traffic Technician, and Water Reclamation Supervisor
 - PT positions: Administrative Assistant, Code Enforcement Officer, Community Service Officer, Content Coordinator, Laborer (Cemetery/Parks), Library Assistants (Youth), Maintenance Workers (Refuse), and Parking Attendant
 - Seasonal/Special Purpose/Misc. positions for Community Development, Finance & Business Operations, and Public Works departments: (Aquatics, Engineering, Library, and Tourism Interns, Recreation Front Desk and Programming, Seasonal Laborers, and contracted Custodians)
 - Processed additional background checks, physicals, and drug screens for seasonal candidates

BENEFITS & COMPENSATION

- Staff submitted the FY24 Wellmark Administrative Services Agreement and the FY24 Wellmark Stop Loss Policy for City Council review, with both agreements being approved at the June 20th meeting
- Delta Dental’s employee dental plan was renewed for another year with a 3.5% cost increase
- Health and Dental open enrollment and enrollment changes were received from employees and processed with Wellmark and Delta Dental for July 1, 2023 start date
- City staff submitted Agent of Record Letters to the City’s health, dental, and other benefit providers in order to have PDCM recognized as the City’s benefits consultant when their contract takes effect 7/1/23

- City Council approved a Business Associate Agreement with PDCM at the June 20th meeting
- June 2023 was the last month in which retirees' health insurance premiums could be withheld from their MFPRSI benefit payment and remitted to the City by MFPRSI. Beginning in July 2024, those that had their premiums remitted this way will now owe premiums directly to the City.
- Full and part-time benefit summaries were updated for FY24.

CIVIL SERVICE COMMISSION

- Preparations for and follow-up to the June 28th meeting were completed
- A certified list for Public Safety Officer was approved and prepared to be received and filed by City Council on July 17th
- The testing documents for Traffic Technician were approved
- A temporary appointment of a non-certified Public Safety Services Captain for the Fire Division was discussed and approved
- A revision to Appendix B within the Civil Service Local Rules & Regulations was approved

HUMAN RIGHTS COMMISSION

- Preparations for and follow up to the June 12th regular commission meeting were completed
- Preparations for and follow up to the June 28th executive committee meeting were completed
- Preparations for and completion of a memo to Mayor Green for the reappointment of commissioners Julie Kliegl and Donna Mallin
- Preparations for four candidate recommendations (Gina Weekley, Jason Droste, Maddie Seymour and TW Ingham) to the Human Rights Commission
- Preparations for and assistance with Commissioner Spencer Luvert's Distinguished Service Award

**Finance and Business Operations
Information Systems Division
Monthly Report June 2023**

Summary of projects, training and staff activities

- Continued work on a new Laserfiche Public Portal to allow our Standard Municipal Index of City Documents viewable from our website.
- Assisted Human Rights Commission for access to a share mailbox and access to a the Human Rights Phone Number Voicemail box.
- Scott Ameling tested and pass the CompTia+ certification this month.
- New endpoint management and vulnerability scanning software has been installed.
- Our staff worked with the finance staff to prepare for the Audit of recurring subscription based software.
- New Door Access Control System
 - Public Works building upgrade was complete
 - Printed all new badges and entered into the system.
- New County CJIS System Implementation
 - TraCS XML file locations were tweaked to not automatically delete after being processed into RMS and Laserfiche.
- New City Financial System
 - Attended final scoring for demos
 - Reached out the references

Software Purchase/Installation/Upgrade Activities

- 72 software installations for 12 different departments
- Installed 1 new software for 1 department

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 15 new pieces of equipment purchased for 7 different departments
- 8 new equipment installations for 4 different departments

Problem Resolution Activities & Assistance Activities

- 66 problem resolution or assistant activities took place for 10 different departments

Graphic Design Activities

- **Hearst Center:** miscellaneous assistance with smaller things for events/concerts
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, miscellaneous changes to images and files, *Currents*, Fire academy certificate and flier, UNI mailer, signs

Channel 15 Programming Activities

- Cable TV Summary of projects
 - This month we produced 7 public meetings and produced 4 new studio shows, 4 high school sports event, 5 municipal band concerts and 15 Sturgis Falls events/shows.
 - Recorded intros for the Boards and Commissions training videos.

- Recorded and edited Cedar Falls High School Honors Convocation.
- Recorded our first Cedar Valley Icons show.
- Recorded O365 Training.
- Produced 5 City News Shows
- Produced 1 Sturgis Falls Recap Show
- Produces 1 promo for Cedar Basin Music Festival.
- Drone Flights
 - Overman Park Cable runs
 - Cedar Falls High School new football stadium at new campus (opening in 2024)
- Facilities & Planning:
 - Wrapped up fiber installation to Overman Park
 - Installed “Sound Cloud” in Channel 15 studio to begin sound improvements in the studio.
 - Began initial planning for 2024 Business & Industry Awards.
 - Continued testing CFU TV app for Firestick TV apps and Androids.

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Converted multiple files for Engineering for stormwater study
 - Assisted DEI with a review of qualifications for a job classification
 - Imported new parcel features into GIS and LAMA
 - Reviewed a preliminary copy of the 2023 aerial imagery
 - Updated multiple GIS layers to reflect changes over the previous year
 - Met with streets department on a stormwater project in Cherrywood
 - Worked with FD to resolve multiple issues in LAMA
 - Continued reviewing and updating all easements
 - Updated layout for Big Woods Campground expansion project
 - Began reviewing new pre-approval flood hazard data from FEMA
 - Assisted legal with documents for property acquisition
 - Finalized potential development map for planning
 - Upgraded and patched gis server software and applications
- Completed 5 web and database projects for 3 departments
- Completed 6 different data requests for 4 entities
- Provided 8 maps for different 6 departments.
- Created 7 new addresses

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
June 2023**

REPORT FROM SWISHER & COHRT – SAM ANDERSON:

Traffic Court:

City Cases Filed: 136 (this number includes both City and State tickets)

Cases Set: 10 (Traffic) 0 (Code Enforcement)

Trials Held: 2 (Traffic) 0 (Code Enforcement)

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, revise, drafting or advice on 5 agreements
- Review and revise Police SOP's
- Advise on civil service temporary appointments
- Collaborate on Mobile Home Park non-conforming use inquiries

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
JUNE 2023**

Public Records Activity

Staff prepared agendas, minutes, and electronic packets for two Regular City Council meetings and two Standing Council Committee meetings, two Planning & Zoning Commission meetings, two Technical Review meetings and one Board of Adjustment meeting. Meeting follow-up communications, minutes and legal documents were drafted, processed, recorded, and filed.

Responded to eleven (11) requests for public records.

Licenses / Permits Processed & Issued

49	Pet licenses
7	Annual Paw Park permits
1	Poultry licenses
11	Public Event permits
2	Sidewalk Café permits
2	Table & Chairs permits
4	Mobile Merchant permits
2	Tree Trimmer Licenses
2	Dumpster Permits
8	Cemetery Interment Rights
27	Liquor licenses and beer/wine permits
16	Tobacco/Nicotine permit

The unemployment rates for the month of May 2023 were 3.0% for the Waterloo-Cedar Falls Metropolitan Area, 2.7% in Iowa, and 3.4% in the U.S.

Staff attended Microsoft 365 in-house training, and Trauma Informed Workplace online training.

Parking Activity

Reviewed application materials and interviewed candidates interested in a vacant parking attendant position.

Presented information and options for municipal parking lot permits for residents in the downtown area.

Enforcement

502 Parking citations issued.
\$ 6,170.00 Citations paid.

Collection Efforts

\$ 1,213.00 Collections from delinquent parking accounts.
\$ 650.00 Vehicle immobilizations (13 vehicles).

Permits

\$ 3,848.00 Parking permits issued (45).

Meter Collections

\$ 273.72 Paid parking.

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
JUNE 2023**

Library Activity

Usage Statistics	April 2023	May 2023	May 2022
Customer Count	13,935	13,935	13,015
Circulation	32,455	32,455	36,834
Event Attendance	1,608	1,608	1,175

Special events in June included the following:

- Summer Library Program for youth, teens, and adults. Some of the June special events included virtual author visits with the authors of the All Iowa Reads books for children, teens, and adults; Ocean Odyssey from the Mississippi River Museum; Tiny Art Studio for adults; and So You Want to Be a...series for teens to learn about careers from practitioners.
- A visit from astronaut Raja Chari, arranged through our STEM librarian Katie Nedwick in partnership with NASA.
- Screening of Kid Flix, award winning short films from the New York International Children's Film Festival.

Community Center Activity

Programs at the Community Center included Wednesday walking club, Crafts with Tessa, line dancing, cards, billiards, senior fitness classes, live music, and ceramics. Rentals in June included a band and baby shower.

Cedar Falls
 Community Development
 Inspection Services Division
 Monthly Report for:

Jun-23

Total for Month
 Total for Fiscal Year
 Total Same Month - LAST YEAR
 Total for Fiscal Year - LAST YEAR

\$9,705,436.00
 \$80,717,377.00
 \$5,761,225.00
 \$89,966,910.00

Construction Type	Monthly Summary						Yearly Summary					
	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-inspection Fees	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-inspection Fees
Single-Family New Construction	20	0	\$4,977,169.00	\$32,847.05	\$0.00	\$0.00	90	0	\$22,738,202.00	\$158,718.35	\$0.00	\$225.00
Multi-Family New Construction							1	0	\$2,509,166.00	\$12,374.50	\$0.00	\$0.00
Res Additions and Alterations	84	0	\$1,237,214.00	\$20,836.00	\$0.00	\$0.00	953	0	\$16,145,127.00	\$240,045.15	\$500.00	\$0.00
Res Garages	5	0	\$72,500.00	\$934.00	\$0.00	\$0.00	53	0	\$1,245,047.00	\$16,942.50	\$0.00	\$0.00
Commercial/Industrial New Construction	1	0	\$2,781,200.00	\$13,503.30	\$0.00	\$0.00	5	0	\$7,157,100.00	\$38,662.30	\$0.00	\$0.00
Commercial/Industrial Additions and Alterations	12	0	\$564,343.00	\$6,253.00	\$0.00	\$0.00	88	0	\$11,790,534.00	\$86,145.30	\$0.00	\$0.00
Commercial/Industrial Garages							3	0	\$87,500.00	\$1,374.00	\$0.00	\$0.00
Churches							8	0	\$5,974,381.00	\$28,074.25	\$0.00	\$0.00
Institutional, Schools, Public and Utility	3	0	\$73,010.00	\$1,170.00	\$0.00	\$0.00	10	0	\$13,070,320.00	\$57,375.05	\$0.00	\$0.00
Agricultural/Vacant												
Plan Review	10	0	\$0.00	\$12,603.00	\$0.00	\$0.00	79	0	\$0.00	\$144,086.00	\$0.00	\$0.00
Total	135	0	\$9,705,436.00	\$88,146.35	\$0.00	\$0.00	1290	0	\$80,717,377.00	\$783,797.40	\$500.00	\$225.00

Cedar Falls
 Unity Development
 Inspection Services Division
 Monthly Report for:

Jun-23

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	72	0	\$0.00	\$6,264.20	616	0	\$0.00	\$55,834.60
Mechanical	113	0	\$0.00	\$9,111.00	898	0	\$0.00	\$76,715.00
Plumbing	84	0	\$0.00	\$6,877.00	911	0	\$0.00	\$67,290.00
Refrigeration					1	0	\$0.00	\$40.00
Total	269			\$22,252.20	2426			\$199,879.60

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					11	0	\$0.00	\$1,500.00
Mechanical					7	0	\$0.00	\$750.00
Plumbing	1	0	\$0.00	\$150.00	3	0	\$0.00	\$450.00
Refrigeration								
Total	1			\$150.00	21			\$2,700.00

<i>Building Totals</i>	135	0	\$9,705,436.00	\$88,146.35	1290	0	\$80,717,377.00	\$783,977.40	\$500.00	\$225.00
Grand Total	405	0	\$9,705,436.00	\$110,548.55	3737	0	\$80,717,377.00	\$986,377.00	\$0.00	\$0.00

**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
June 2023**

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on June 14 and June 28.

June 14, 2023 Meeting			
Applicant	Project	Recommendation	Action Taken
BKND, Inc. Owner; CGA Engineering, Engineer	RP Master Plan Amendment – Autumn Ridge Development (MP23-002)	Introduction and Discussion	Discussed and continued to next meeting
BKND, Inc. Owner; CGA Engineering, Engineer	Preliminary Plat – Autumn Ridge 9th and 11th Additions (PP23-001)	Introduction and Discussion	Discussed and continued to next meeting
June 28, 2023 Meeting			
BKND, Inc. Owner; CGA Engineering, Engineer	RP Master Plan Amendment – Autumn Ridge Development (MP23-002)	Introduction and Discussion	Discussed and continued to July 26th meeting
BKND, Inc. Owner; CGA Engineering, Engineer	Preliminary Plat – Autumn Ridge 9th and 11th Additions (PP23-001)	Introduction and Discussion	Discussed and continued to July 26th meeting

Group Rental Committee – Meetings were held on June 6 and June 20

Address	Units	Owner	Requested Occupancy	Approved for	GRC	BRHA
416 W 10th	2	Cobra Management LLC	1 adult in 416 1 adult in 416 1/2	1 adult in 416 1 adult in 416 1/2	6/6/2023	NA
805 Main	1	Jason Witham	4 adults/one unit	4 adults	6/6/2023	NA
1825 Hawthorne	1	Isaac Barrett	4 adults	4 adults	6/6/2023	NA
2104 Cottage Row	1	Shawn Chestnut	1 adult/unit	1 adult/unit	6/6/2023	
2204 Franklin	1	Myle Duong	4 adults	2 adults or family of 2	6/6/2023	NA
1230 W 18th	1	Kevin and Tamara Kelly	3 adults	3 adults	6/20/2023	NA
2214 Merner	2	Hanna Steiert	3 adults up 3 adults down	3 adults up 3 adults down	6/20/2023	NA

3117 Dallas	1	John G. Deery, Jr.	3 adults	3 adults	6/20/2023	NA
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Board of Rental Housing Appeals – No meeting was held.

Board of Adjustment – A regular meeting was held on June 20, 2023.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	6/6/23	Discussed how May Bike Month went. Continued discussion of bylaws and code language for the committee becoming an official commission. Committee settled on a name and voted that the commission be called the Bicycle and Pedestrian Commission. Other minor tweaks were made to the documents. Next step is review with Kevin Rogers and Public Works. Depending on the extent of changes, the committee may review those documents one more time prior to this going to Council.
College Hill Partnership	6/8/23	Discussion of outcomes of the strategic goal setting event in May and next steps. Continued discussion of sending a letter to the City Council outlining priorities for College Hill.
Historic Preservation Commission	6/13/23	The Commission discussed the recent success of the educational tour event for the Seerley Park Neighborhood Walking Tour. The commission provided updates on the CLG grant application for the recon survey of the Overman Park District, that the SHPO is still modifying the application and is not yet updated on the website, to be able to start working on it. The Commission also brainstormed on new project ideas including working in the downtown area during the Artapalooza event and discussed possible website options for the commission to provide a digital platform for accessing the HPC resources. A commission member also shared her experience from the recently attended Preserve Iowa Summit in Sioux City.
Housing Commission	5/21/23	The Housing Commission held a hearing and reviewed the Annual Action Plan and made recommendation to City Council for approval.
Community Main Street		No meeting was held in the month of June.

Design Committee

North Cedar Neighborhood
Association (NCNA)

6/12/23

The NCNA had great things to say about the new equipment at Bess Streeter Aldrich Park. They also appreciate the improvements on Center Street with a few questions on Boswells. They received a gift from the Boat Club and discussed projects that the gift could go towards.

Parking Tech Committee

No meeting was held in the month of June.

LAND USE INQUIRIES AND PERMITTING

- 313 general inquiries, including walk-ins, and staff responses with information/assistance.
- 124 land use permits were issued.

OTHER PROJECTS FOR JUNE INCLUDED:

- The Bicycle and Pedestrian Advisory Committee has requested to become an official board or commission. Staff is preparing bylaws and a text amendment for formal consideration.
- Ongoing effort to address enforcement of rental paving ordinance.
- Working on the Major Thoroughfare Plan and related street standards and associated subdivision code street connectivity standards
- Various enforcement actions related to zoning and rental code violations.
- Continuing work on Council referrals related to new downtown zoning.

ECONOMIC DEVELOPMENT:

- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with an existing Cedar Falls business regarding expansion plans in the Cedar Falls Industrial Park.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- City Council approved a development agreement for a new industrial project in the West Viking Road Industrial Park.
- City Council accepted a deed for a property recently acquired adjacent to the West Viking Road Industrial Park.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.
- Met with a local business owner regarding a potential business expansion in Cedar Falls.
- Began drafting legal documents for a new industrial park project to be located within the West Viking Road Industrial Park.
- City Council approved Economic Development Services contracts with College Hill Partnership and Community Main Street for FY24 funding.
- Gave an economic development update to the Cedar Falls Rotary Club.
- Attended quarterly Good Morning Cedar Valley event hosted by Grow Cedar Valley.
- Prepared a development agreement for a proposed project in the West Viking Road Industrial Park.

CDBG

- Work with INRCOG on administering the funds for projects and services agencies based on the Annual Action Plan – sidewalk infill project on Walnut Street, housing rehab, neighborhood tree planting.
- Public comment began for the FY24 Annual Action Plan.
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- Work with Waterloo on HOME allocations and additional funding through ARP.
- Continue to work on next 5-year Consolidated Plan, partnering with Waterloo as a consortium, as required by HUD.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	660	Rent Subsidies (HAP payments)	\$90,834
New Applications Taken	39	Utility Payments	\$ 1,541
Units under Contract	178	Admin Fees	\$ 15,126
Initial Vouchers Issued	15	Pulled from Waitlist	73
Current Open Vouchers	25	Top of List Letters currently out	13
New Admissions	0	Lease Up Goal	220

Ongoing

- All active files have been scanned. Continuing to scan in terminated files.
- Added new landlords
- Continuing to issue new vouchers/pulling from waitlist

ADD A DOLLAR REPORT

There were 7 applications received for utility assistance in June for a total of \$1,647.97 paid out. There was a balance of \$54,321.18 left as of June 30, 2023.

RECREATION & COMMUNITY PROGRAMS Monthly Report for June

Administrative:

- Rec center staff completed several trainings: Avoiding Discrimination in Employment Decisions, Trauma Informed Workplace, and Credit Card Security.
- Supervisor Staff completed M365 software training.
- Beach House key fobs were replaced.
- The Park and Rec Commission had its monthly meeting at Bess Streeter Park.
- Veteran Park Bricks were engraved
- Completed walk through office supply inventory
- Been assisting Fitness Coordinator, while out on maternity leave
- Made necessary Sturgis Falls arrangements.

Rec & Fitness Center	June	May
Rec Center Daily Admission	\$2,439.17	\$1,618.83
Rec Memberships Sold	\$19,201.11	\$19,201.11
Daily Member Check In	8,110	8,737
Beach House Reservations	11	16
Shelter Reservations	78	66

Aquatics:

- The Falls Aquatic Center opened on June 3rd.
- We had 29,166 patrons visit the facility in June.
- Swim lessons had 244 registered for indoor lessons and 213 registered for lessons at The Falls.
- Water walking has increased to around 80 people in the morning and 60 at night.

Participation	2023 Indoor	2022 Indoor	2023 Falls	2022 Falls
Swim Passes Sold	0	0	3,122	0
Open Recreational Swimming/Lap Swimming	384	522		
Aquatic Program Usage (swim clubs, lessons, lifeguarding, training)	1,696	1,545		

Recreation Programs:

- We had 765 hours of ballfield usage this month which was up over 100 hours from a year ago. (643)
- Summer Youth programs began.
- Developed fall program scheduling and set up registration.

Program	Enrolled/ est. team members	Meetings /Games	2023 Contacts	2022 Contacts
Camp Cedar Falls	1,440	daily	1,440	1,236
Coach Pitch Baseball	84	8	415	498
Coach Pitch Softball	43	7	215	160
Traveling Softball 3 rd & 4 th	29	13	348	180
Traveling Baseball 3 rd & 4 th	27	13	351	504
Traveling Baseball 5 th & 6 th	26	13	338	180
Adult Bags League	11 teams	4	96	56
Adult Pickleball League	36 teams	4	488	0
Mens Softball League	12 per team	19	888	432
Mixed Softball League	12 per team	20	480	288
Church Softball League	12 per team	10	360	216
Rugby	54	3	162	140
Tennis Lessons	154	6	924	705
Am T-Ball Programs	77	19	678	655
Tot Lot Soccer	12	2	24	0
Tot Lot Spirit	12	2	24	0
Tot Lot Basketball	12	2	24	0
Tot Lot Baseball/Football	12	2	24	0

Fitness/Wellness:

- The City had 12 employees that completed all four Wellness Challenges earning them a \$50 gift certificate to Community Main St.

Fitness/ Wellness	2023 Participation	2022 Participation
Fitness Classes Offered	415	192
Fitness Class Attendance	2,106	1,846
Personal Training Sessions	112	70
Massages:	74	34
Child Care	45	83
Facility Rentals	7	6

CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report – June 2023



MEETINGS/CONVENTIONS/SPORTS/GROUPS

- Cedar Falls hosted the GiANT North American Dealers Conference, Iowa State Trap SCTP, Iowa Travel Industry Partners Annual Meeting, Sturgis Falls Celebration/Cedar Basin Music Festival and more for an estimated economic impact of over \$5,298,389 for June events that had bureau engagement.
- Secured two new and retained one meetings/events for 2024.
- Generated two new leads, hosted one site visit, and submitted three proposals for potential future events.
- Promoted upcoming Summer Sizzler on KWWL.
- Worked on a meeting venue video.
- Hosted motorcoach of 50 people from Dubuque that stopped at Cedar Falls businesses.



*Iowa Travel Industry Partners
mini-golf outing in downtown*

LEISURE

- Spring/Summer digital ad campaign is underway, focused on family getaways.
- Hosted travel influencer, Olio in Iowa, to highlight retailers in downtown Cedar Falls.
- Produced Hot Seat interview with Jay Allen to promote Cedar Basin Music Festival.
- Assisted with Bridges Ride that started in Pfeiffer Springs Park.
- Exhibited at UNI Visit Days Browsing Fairs.

COLLABORATION

- Finalized updates to our strategic plan with the Tourism Board.
- Attended Iowa Travel Industry Partners (ITIP) board meeting.
- Attended Cedar Valley Sports Commission Executive Committee Meeting.
- Assisted with Sturgis Falls Kids Parade, had representation in Sturgis parade, assisted with emceeing at Overman Park during Sturgis Falls Celebration.
- Attended CV Trails Partnership meetings.
- Published Hospitality Highlights newsletter x4, Weekender newsletter x1.

	June 2023	June 2022
Visitor Center Traffic	704	582
Website Traffic + CV365.com	17,409	10,558
Facebook	10,708	9,203
Instagram	2,580	2,238
LinkedIn	562	438
Visitor Guide Distribution	1,388	1,668
Ad Campaign Impressions	965,616	n/a
Volunteer Hours	37	75

CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | June 2023

Cory Hurless (she/her), Cultural Programs Supervisor



First 50 reception, Marimba performance set to James Hearst's poetry, Summer school tour and art activity at the Hearst

HEARST HIGHLIGHTS

- June 1st the Hearst hosted the first Cedar Falls Pride Recognition Event, with 60 in attendance.
- June was the start of the Hearst staff's support of Movies Under the Moon.
- First Fifty: Patterns had its opening reception June 15 with **142 in attendance**, refreshments were served along with the smooth sounds of local DJ Jumpsuit, and a printmaking activity on the "pattern" theme was a huge hit with guests.
- Hearst Backyard Concert featuring Mike Staebell was June 29 with **102 in attendance**.
- The World Premiere of the Solo Marimba Concert with Josh Graham and Mike Conrad was held on June 29 at noon with **38 people in attendance**.
- The first week-long art camps took place in June, Illusion Camp was June 5-9 & Sculpture Camp was June 19-23.
- Wheel throwing I-III series started back up again in June.
- Pottery on the Patio started up on the 2nd Sunday in June.
- Outreach in June included Sturgis Falls art activities, serving **over 400 persons** with a bandana painting take-away project on Saturday, and face painting on Sunday.
- The Hearst hosted UNI's summer school in June with an art tour and clay activity.
- Outreach to Northstar and the Community Center continued in June.
- Hearst Education team also hosted the Cedar Falls Walking Club with an outdoor painting activity.

Hearst By The Numbers

Hearst Center for the Arts Activity Report FY23				Annual Totals & Year End KPIs	
	April	May	June		
OVERALL ATTENDANCE					
# of Days Open to Public	23	26	28		
Door Counter + any virtual events	1628	1271	1834	20642	
Sculpture Garden (est.)	400	550	500	5475	
Average visits per day	18.18	20.37	17.86	26117 KPI -Total attendance	
FREE SERVICES - ATTENDANCE DETAIL					
Exhibition (walk-in)	200	316	418	2176.42 Average Monthly Attendance	
Special Events (lectures, concerts, film, performance, free workshops)	665	241	335	2775	
Regular Monthly Public Programs (Final Thursday, Mid-day Melodies,)	57	0	0	2680	
Community Meetings (ACB, Friends, etc.)	23	6	27	1389	
Thursday Painters + Majong (add both together)	93	84	131	340	
Tours	0	31	32	1095	
Total Free Services Attendance	1038	678	943	538.6875 Avg monthly attendance free services	
FREE SERVICES OFFERED - NUMBER OF EVENTS					
Exhibition Receptions	1	0	1	7	
Special Events	1	6	4	35	
Public Programs	2	0	0	30	
Community Group Mtgs	3	1	3	37	
Thursday Painters + Majong	4	4	5	52	
Tours	0	2	1	4	
OUTREACH & VOLUNTEER SVC.				165	
Volunteers (total number)	6	2	4	25	
Volunteer Hours	21	10	10	89.00 Total volunteer hours for year	
Offsite Outreach Attendance	380	66	450	1906	
Offsite Outreach Number of Events	4	4	1	28	
Total Number of Free Events (on site & outreach)	15	20	0	193 Total free services offered	
PAID SERVICES - ATTENDANCE DETAIL					
Family Workshops	0	10	0	38	
Youth Classes	196	12	0	663	
Adult Classes	105	72	80	736	
Messy Mornings	84	82	0	510	
Camps	0	0	483	790	
Birthday Parties	0	19	0	268	
Rentals	172	285	297	1473	
Ceramics Lab	33	41	27	277	
Total Paid Services Attendance	590	521	887	297.1875 Avg monthly attendance for paid services	
PAID SERVICES - NUMBER OF CLASSES OR RENTALS					
Family Workshops	0	1	0	4	
Youth Classes	6	2	0	41	
Adult Classes	16	13	16	129	
Messy Mornings	4	4	0	30	
Camps	0	0	10	21	
Birthday Parties	0	1	0	10	
Rentals (inc. recitals, etc.)	7	6	8	38	
Total Number of Paid Service Events	0	0	0	158 Total paid services offered	
MEMBERSHIPS					
Total Friends Memberships	233	247	254	254 End of Year Membership	
New/Renewed this month	15	14	4		
Total Revenue from New Memberships	\$1,275	\$1,765	\$7,335	\$49,128 KPI - Membership/Fund Raising	
DIGITAL TRAFFIC					
E-News Subscriptions	1,056	1,057	1,052	1052 end of year newsletter recipients	
Newsletter click throughs	24	42	27	31 average	
Facebook Views	68930	69560	63595	475933 total views	
Facebook Followers	3,118	3,139	3,289	2790.25 average	
Instagram Followers	1,126	1,133	1,151	1094.833 average	
Web views	1,347	1,232	1,083	1,560 average	
PRESS, # OF OCCURENCES					
Newspaper article	5	2	0	25	
Radio interviews	0	0	0	4	
Press Releases	0	1	1	9	
Social Media Paid ads	4	5	4	30	
Tv Interviews		1	0	1	

ENGINEERING DIVISION

Type	Project No.	Project	Description	Status	Budget	Contractor/ Developer
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Construction Underway	\$1,160,000	AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Contracts	\$50,000	Engineering Division
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Construction Underway	\$800,000	Water Reclamation/ Snyder
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Final Out Remains	\$181,492	OEL/Engineering Division
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	Final Out Remains	\$510,299	Engineering Division/Snyder
Storm Water	ST-000-3252	2021 Permeable Alley	Storm Water	Final Out	\$107,500	Engineering Division Benton's
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Final Out Remains	\$273,000	Snyder/Foth/ Benton's S&G
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Punch List Remains	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Punch List Remains	\$2,450,000	Snyder K. Cunningham
Streets	RC-000-3230	2022 Street Construction	Street Repair	Final Out Remains	\$3,266,000.00	Engineering Division PCI
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Active	\$3,400,000	Shive Hattery
Streets	RC-000-3171	Cedar Heights Drive Reconstruction	Street Repair	Construction Underway	\$6,000,000	Snyder
Streets	RC-362-3212	W. Viking Road Recon	Reconstruction	Design	TBD	Snyder
Streets	RC-000-3272	2021 Street Construction	Street Repair	Final Out Remains	\$4,030,000.00	Engineering Division PCI
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Final Out Remains	\$6,500,000	Engineering Division Snyder & Associates
Streets	SC-000-3311	2023 Seal Coat	Resurfacing	PSE	\$200,000	Engineering Division
Streets	RC-000-3240	27th Street Improvements	Reconstruction	Construction Underway	TBD	AECOM
Streets	MC-000-3206	Center Street Street Scape	Recon	Near Completion	TBD	Engineering Division Foth
Subdivision	SU-364-3189	W. Viking Industrial Park	New Construction	Construction Underway	\$8,700,000	Snyder
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Close Out Remains	\$49,143.69	Iowa Flatworks
Alley/Storm Water	RC-000-3268	2022 Alley Reconstruction	Reconstruction	Final out Remains	\$508,133.06	Engineering Division Owen Contracting
Streets	RC-000-3299	2023 Street Construction	Reconstruction	Active	\$2,664,000.00	PCI
Streets	RC-000-3283	Main Street Reconstruction	Reconstruction	Active	\$29,900,000.00	PCI
Alley/Storm Water	RC-000-3298	2023 Alley Reconstruction	Reconstruction	Construction Underway	\$256,640.00	Engineering Division
Sidewalk	SW-000-3301	2023 Sidewalk Assessment	Sidewalks & Trails	PSE	TBD	Engineering Division
Streets	CP-197-3244	Ashworth Drive Roadway Extension	New Construction	Construction Underway		Engineering Division

ENGINEERING DIVISION

Project No.	Project Title	Description	Status	Budget	Contractor/ Developer
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	-----	BNKD Inc./CGA
SU-217-3193	Western Homes 10th Addition	New Subdivision	Construction Underway	-----	Claassen/Western Homes
TBD	Arbors Fifth Addition	New Subdivision	Construction Plan Review	-----	Skogman/CGA
TBD	West Fork Crossings	New Subdivision	Construction Underway	-----	ISG
SU-330-3151	Arbors Fourth Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-442-3121	Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond	-----	BNKD Inc. Shoff Engineering
SU-282-1904	Gateway Business Park	New Subdivision	Maintenance Bond	-----	Shive Hattery Baker Construction
SU-445-3021	Greenhill Village Estates	New Subdivision	Maintenance Bond	-----	Nelson Construction & Development
SU-345-3186	Park Ridge Estates	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-379-3207	Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-197-3134	Prairie Winds 4th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-168-3187	Prairie Winds 5th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-173-3138	Sands Addition	New Subdivision	Maintenance Bond	-----	Jim Sands/VJ
SU-413-3199	Terraces at West Glen, New Aldea West Campus, 1st Addition	New Subdivision	Maintenance Bond	-----	New Aldea/Fehr Graham
SU-413-3199	Terraces at West Glen, New Aldea West Campus, 2nd Addition	New Subdivision	Maintenance Bond	-----	New Aldea/Fehr Graham
SU-217-3193	Western Homes 9th Addition	New Subdivision	Maintenance Bond	-----	Claassen/Western Homes
SU-445-3020	Wild Horse 4th Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-454-3257	Wild Horse 6th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-440-3239	Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	-----	CGA
SU-184-3160	Greenhill Village Townhomes II	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA

ENGINEERING DIVISION

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
918 Viking Road	918 Viking Road	Approved	-----	Dahlstrom	Active
Community United Child Care	Nordic Drive	Approved	Approved	CUCCC	Active
D&D Midwest Investments	5630 Westminster Drive	Approved	Approved	VJ	Active
Creekside Condos	Cedar Heights/Valley High	Approved	Approved	Larson/Fehr Graham	Active
High School	W 27th Street	Approved	Approved	City of Cedar Falls/AECOM	Active
McWing Storage Units	3015/3035 Capital Way	Approved	Approved	Owner	Active
Midway Drive Storage Units	3717 Midway Drive	Approved	-----	Owner/VJ	Active
Pinnacle Prairie Senior Living	Prairie Parkway	Approved	Approved	Nelson/Axiom	Active
River Rec Area	Cedar River	Approved	-----	City of Cedar Falls	Pending Start
The Cove at Spruce Hills	Spruce Hills Dr	Approved	-----	Owner/Snyder	Active
Veridian Credit Union	Brandilynn Boulevard	Approved	-----	Veridian	Active

Department of Public Works

Operations and Maintenance Division

Monthly Report for June 2023

Streets Section:

- Street sweeping took place during the month utilizing two sweeping units.
- The annual crack sealing program is underway focusing on asphalt streets
- Permanent repairs of seventeen (17) utility repair cuts was performed
- Performed several sanitary and storm sewer structure repairs

Traffic Operations:

- 212 traffic control signs and labels were repaired or replaced
- 42 signal repairs were conducted throughout the month
- Replaced 2 signal poles and straightened signal heads on the Parkade
- Painted pavement lines and skips

Fleet Maintenance:

- 1,169 transactions were recorded through the City's fuel dispensing sites
- Used 15,887 gallons of fuel (6,636 ethanol, 9,251 diesel)
- 123 work orders were processed through the fleet section for the month

Public Buildings:

- Completed various HVAC and mechanical repairs and maintenance throughout public buildings.
- Exterior building painting was performed
- Corrected several HVAC issues at City Hall
- Building staff assisted with street line painting throughout the month

Parks:

- Installed memorial benches in locations along Lake St and Lone Tree Rd. trails.
- Mulched playgrounds at Washington Park and Pfeiffer Park
- Began work at Island Park on a 9-hole disc golf course
- Assisted John Deere volunteers with cleanup and mulching of planting beds at Place to Play Park
- Repaired several irrigation heads at Birdsall Park ball fields

Cemetery:

- Performed nine (9) interments; Four (4) at Greenwood Cemetery, four (4) at Fairview Cemetery, and one (1) at Hillside Cemetery
- Spaces sold; Three (3) at Greenwood Cemetery, four (4) at Fairview Cemetery two (2) at Hillside Cemetery

Refuse:

- 683.5 tons of residential solid waste was collected. 491 three-yard container dumps were recorded. Crews responded to 134 residential bulk item collections
- Crews collected 107 tons of yard waste from curbside collection
- The Transfer Station hauled 76 loads of solid waste to the Black Hawk County Landfill totaling 1,085 tons.
- A total of 118 tons of household recyclable material was collected for the month.
- 65 tons of e-waste, scrap metal, tires and appliances were diverted from the waste stream and recycled.

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION DIVISION
MONTHLY REPORT - JUNE 2023

PLANT OPERATIONS

Plant performance was again very good for the month. All daily effluent discharges met permit requirements. The average daily flow to the treatment plant was 3.59 million gallons per day (MGD), below last year's average daily flow of 5.39 MGD and the five-year June average of 6.22 MGD. This is due to the below average rainfall received in June, greatly reducing inflow and infiltration issues.

PROJECTS

One pump at Tourist Park Lift Station was rebuilt due to loss of pumping efficiency.

The hydro cleaning crew assisted at the Transfer Station with cleaning out drains.

BIOSOLIDS

198,000 gallons of biosolids were processed and dried for disposal at a later date. 224,000 gallons of biosolids were applied to area farm fields as a fertilizer and soil conditioner.

There were 2.24 tons of inorganic material hauled to the landfill for disposal.

SANITARY SEWER COLLECTION SYSTEM CALLS AND SERVICE

There were 2 calls concerning sanitary sewer problems. None of these ended up being an issue with the City's main.

We received one after-hours lift station call which was quickly resolved.

Crews cleaned 6.28 miles of sanitary sewer lines and televised 0.10 miles in June. The sewer cleaning mileage is a significant increase over last year's 2.76 miles and the ten-year average of 4.72 miles. The TV Van is currently down, waiting on replacement parts.

Crews processed 576 requests to locate sewers in construction areas for the Iowa One Call system. 91 were pertinent and required a field locate.

STAFF and TRAINING

WRF Operator's Keith Lewis and Jeremy Northrup attended a four day operator training through Kirkwood Community College prepping to take their Operator 2 test through the Iowa DNR.

There remains one Water Reclamation Supervisor position and one Operator opening within the division.

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
JUNE 2023**

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift	Total
Calls for Service	363	516	266	1145
Traffic Stops	92	112	230	434
Arrests	12	18	24	54
Accidents	32	31	12	75



CEDAR FALLS FIRE

Fire Calls For Service Statistics

Fire	11
Rescue/Medical	108
Service Call	9
Good Intent	19
False Alarm/Call	25
Special Incident	4
Hazardous Condition/Spec	8
Business Occupancy Inspections	185
Rental/Residential Inspections	77

Fire Calls For Service



POLICE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23
Group A Serious Crimes	106	93	133	117	120	129						
Group B Other Crimes	60	82	89	84	70	69						
Traffic Accidents	117	91	76	74	93	91						
Other Calls	1470	1486	1874	1753	1341	1350						
CFS Totals	1753	1752	2172	2028	1624	1639						

Type of Incident (per year)	2015	2016	2017	2018	2019	2020	2021	2022	2023
Group A Serious Crimes	1468	1469	1702	1467	1437	1407	1681	1548	
Group B Other Crimes	674	579	613	683	661	565	745	741	
Traffic Accidents	734	790	720	774	613	228	1030	1231	
Other Calls	13,828	12,573	13,244	13,936	14,819	14,590	15,856	16,631	
CFS Totals	16,704	15,411	16,279	16,860	17,530	16,790	19,312	19,917	

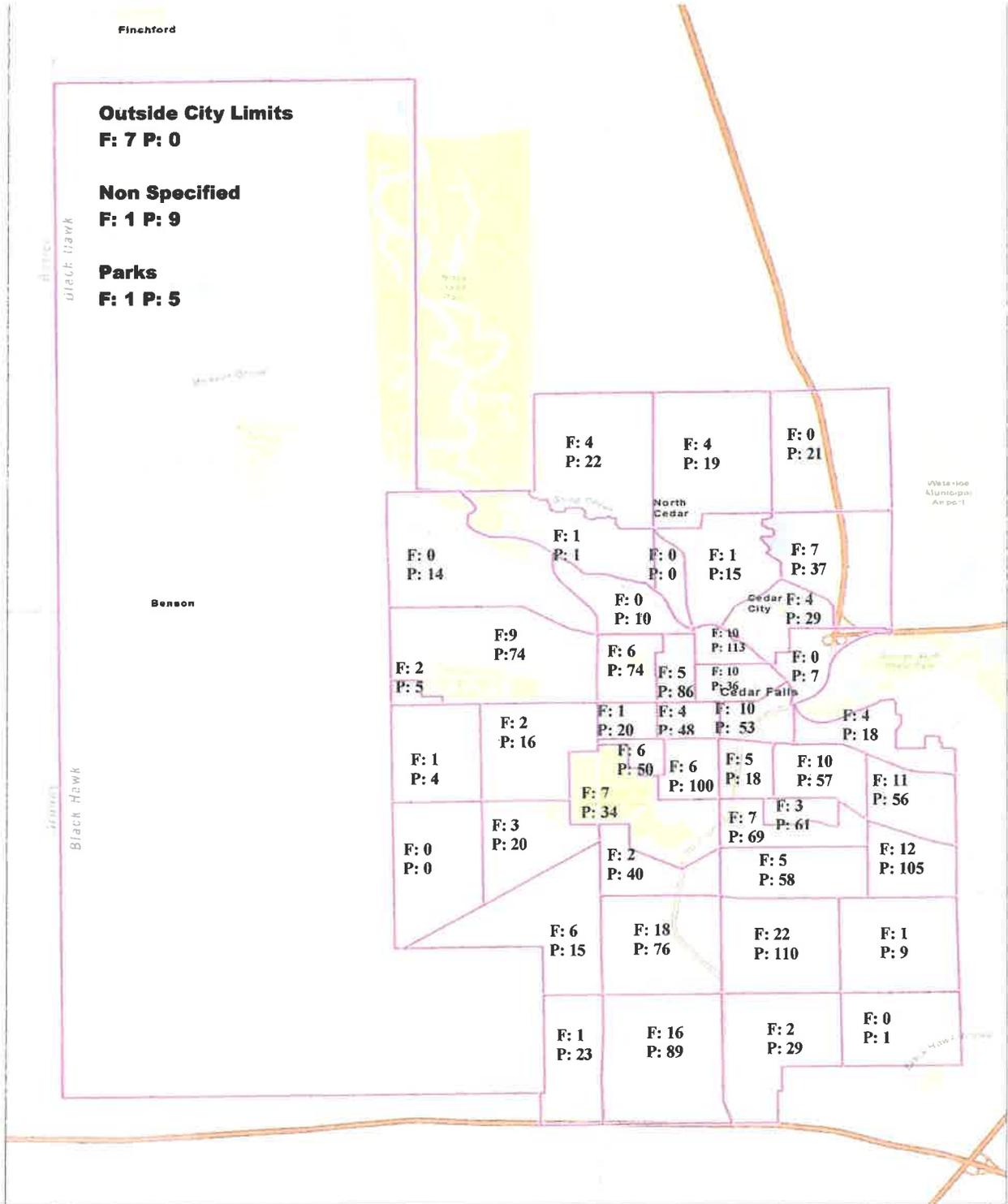
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23
Medical & Rescue	119	110	124	120	133	108						
Cancelled, False Alarms, Good Intent	36	28	40	40	55	44						
Fire, Heat, Hazard, Weather Related & Other	23	17	22	17	36	32						
Totals	178	155	186	177	224	184						

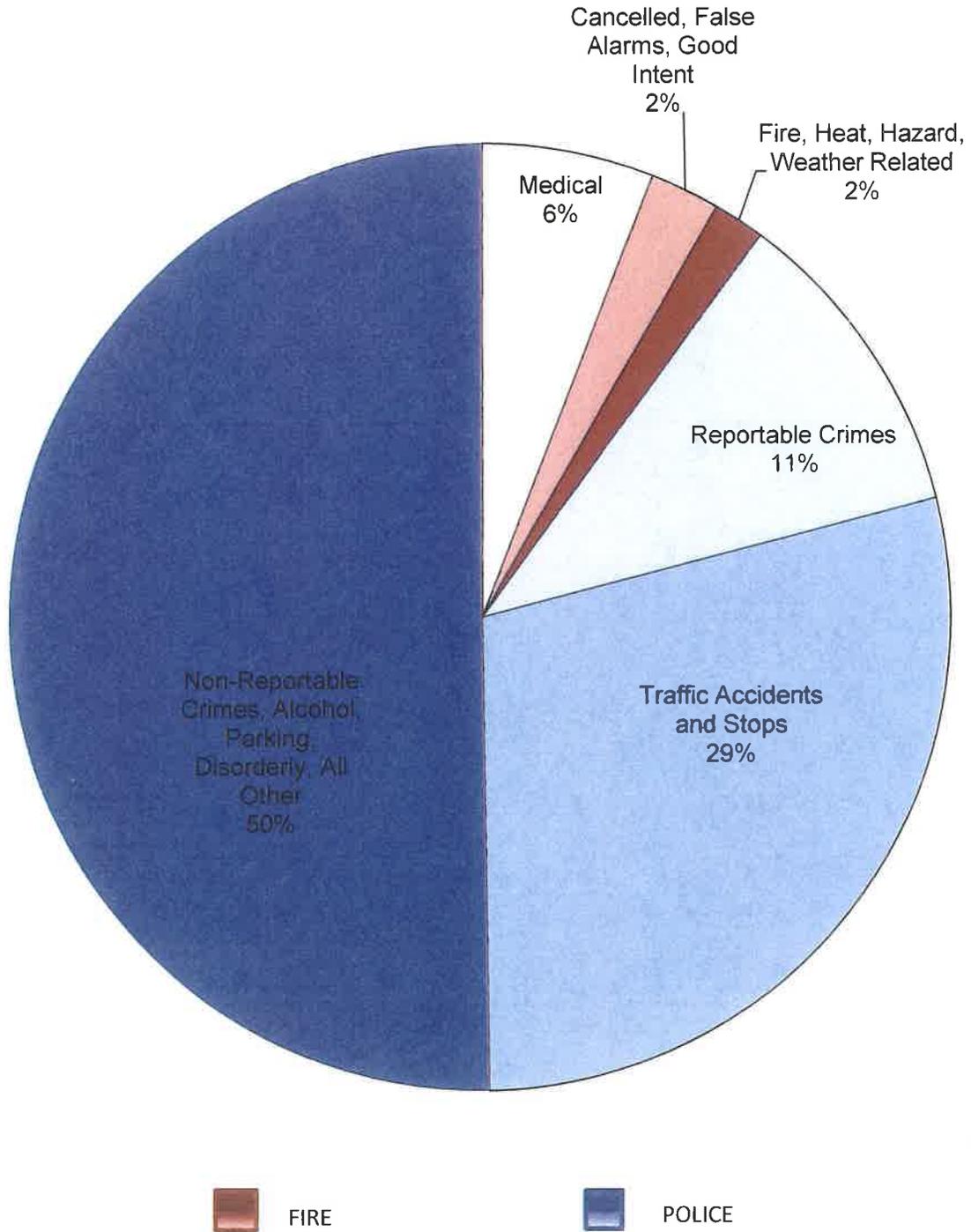
Type of Incident (per year)	2015	2016	2017	2018	2019	2020	2021	2022	2023
Non-Medical CFS	840	911	900	772	841	783	758	917	
Rescue / EMS Related	1367	1570	1437	1022	1272	1328	1541	1509	
Totals	2207	2481	2337	1794	2113	2111	2299	2426	

POLICE STATISTICS:	JUNE 2023	Total 2023
Group A Crimes		
Murder/NonNeg Manslaughter	0	0
Kidnapping/Abduction	0	2
Forcible Rape/Sodomy/Fondling	3	17
Robbery	0	1
Assault	25	125
Arson	0	1
Extortion/Blackmail	2	4
Burglary/B&E	15	77
Theft	48	252
Motor Vehicle Theft	4	14
Counterfeit/Forgery	1	16
Fraud	18	110
Embezzlement	0	0
Stolen Property	0	3
Vandalism	10	78
Drug Offenses	10	65
Incest	0	1
Porno/Obscene Material	0	2
Op/Pro/Asst. Gambling	0	0
Weapon Law Violation	0	5
Group B Crimes		
Disorderly Conduct	4	16
Driving Under Influence	15	140
Drunkenness	5	55
Non-Violent Family Offense	1	4
Liquor Law Violation	0	3
Runaway	2	10
Trespassing	4	11
All Other Offenses	38	207
Group A Total:	129	756
Group B Total:	69	446
Total Reported Crimes:	198	1202
Traffic Accidents		
Fatality	1	1
Personal Injury	8	66
Hit and Run	22	107
Property Damage	60	384
Total reported Accidents	91	558
Calls for Service	1639	10,970
Total Arrests	59	483

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (June 2023)





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

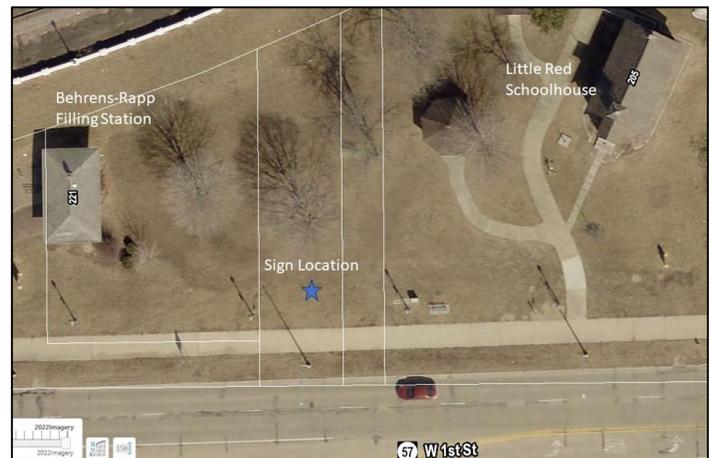
MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Thomas Weintraut, AICP, Planner III
DATE: August 7, 2023
SUBJECT: Temporary Sign Request
 Future Rotary Plaza site located between Behrens-Rapp Filling Station and the Little Red Schoolhouse on W 1st Street.

Planning & Community Services has received a request from the Rotary Club to place a temporary banner on the City's property located at 205 W 1st Street, the future site of the Rotary Plaza.

The banner was installed in mid-July. However, City Council approval is required to post any sign on public property. The organization was unaware of this requirement, so is now requesting Council approval. Temporary banners are allowed to be displayed for a maximum of 60 days in any 12-month period. The organization is requesting permission to place the banner on the property for 60 days.



The banner announces the anticipated start of the construction of the plaza which has a proposed groundbreaking later this summer.

The Planning and Community Services Division recommends approval to display the banner sign on the City's property through September 18, 2023. The club will monitor and maintain the sign in good condition during this time.

cc: Chase Schrage, Director of Public Works
 Stephanie Houk Sheetz, AICP, Director of Community Development
 Karen Howard, AICP, Planning & Community Services Manager



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

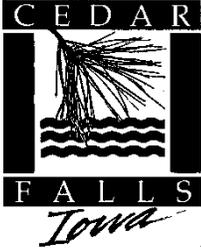
MEMORANDUM

To: Mayor Green and City Councilmembers
From: Craig Berte, Public Safety Services Director
Mark Howard, Police Chief
Date: July 31, 2023
Re: Retail Alcohol License Applications

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

Name of Applicants:

- a) Main Street Sweets, 307 Main Street, Special Class B retail native wine – renewal.
- b) Amigo, 5809 University Avenue, Class C retail alcohol & outdoor service - renewal.
- c) The Pump Haus Pub & Grill, 311 Main Street, Class C retail alcohol & outdoor service - renewal.
- d) Wilbo, 118 Main Street, Class C retail alcohol & outdoor service - renewal.
- e) Live to 9, 200 Block of State Street and 100 Block of East 2nd Street including adjacent sidewalks, Special Class C retail alcohol & outdoor service – 5-day permit.
- f) Kwik Star, 4515 Coneflower Parkway, Class B retail alcohol - new.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

Financial Services Division

TO: Mayor Green and City Council
FROM: Lisa Roeding, Controller/City Treasurer
DATE: July 28, 2023
SUBJECT: State Setoff Program – Revised Memorandum of Understanding

Attached for your review is a revised Memorandum of Understanding (MOU) with the Iowa Department of Revenue for the State Setoff Program. Participation in this program is voluntary and requires a signed Memorandum of Understanding (MOU), along with a completed Setoff Participant Enrollment Application Form.

The City has been using this as a form of collection services for the City's uncollectible accounts since March 2008. The City of Cedar Falls must in good faith, attempt to collect past due debt from the entity. We generally do this by a phone call and one or two letters with the intent to recover the debt. We document and retain all correspondence. If resolution of the debt does not occur, and the debt is at least \$50, we can include the liability with the Statewide Setoff Program. A \$7.00 fee is charged on each offset when money is kept. In order to submit a past due debt for collection, we are required to have the customers Federal ID Number or the individual's Social Security Number. Due to privacy issues we are not always able to obtain this information. However the State Setoff Program gives the City another way of collecting past due debts.

The Memorandum of Understanding will be included on the August 7, 2023 Council meeting for approval.

If you have any questions or comments concerning the contract, please feel free to contact me.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations
 Jacqueline Danielsen, City Clerk
 Marcie Breitbach, Administrative Supervisor

MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF REVENUE AND City of Cedar Falls REGARDING STATE SETOFF PROGRAM

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this memorandum of understanding (“Agreement”) is to define the terms and conditions of [City of Cedar Falls] (“Participating Agency”)’s participation in the State Setoff Program (“Program”), as administered by the Iowa Department of Revenue (“IDR”). Participating Agency and IDR may individually be referred to as a “Party”, or collectively as “Parties”.

**ARTICLE II
DEFINITIONS & AUTHORITY**

2.1 Definitions.

- 2.1.1 “Credit Vendor” means an agency or entity who submits funds to the Program.
- 2.1.2 “Data” means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.
- 2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).
- 2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.
- 2.1.3 “Debt” means any amount, as measured in money, owed to a Public Agency.
- 2.1.4 “Debt Portal” means the online system through which the Participating Agency will administer its Debt.
- 2.1.5 “Debt Type” means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.
- 2.1.6 “Obligor” means as defined in Iowa Code 421.65(1)(a).
- 2.1.7 “Obligor Directory Information” means the Obligor’s Name, Address, Phone Number, and Email Address.
- 2.1.8 “Obligor Information” means any information regarding the Obligor required by IDR, including “Obligor Directory Information”.
- 2.1.9 “Participating Agency” means a Public Agency or the Iowa Judicial Branch (“IJB”), that has entered into an agreement with IDR to participate in the State Setoff Program.
- 2.1.10 “Public Agency” means as defined in Iowa Code 421.65(1)(b).
- 2.1.11 “Public Payment” means as defined in Iowa Code section 421.65(1)(c).
- 2.1.12 “Qualifying Debt” means as defined in Iowa Code section 421.65(1)(d).
- 2.1.13 “Setoff Fee”, as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.
- 2.1.14 “State Setoff Program” or the “Program” means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.
- 2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.
- 2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.
- 2.1.17 All statutes and administrative rules shall be construed as may be enacted or amended at any time during the term of this Agreement. In any circumstance where this Agreement conflicts with statute or administrative rule, all Parties shall abide by the statute or administrative rule.
- 2.2 **Legal Authority.** This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and Iowa Administrative Code chapter 701-26.

**ARTICLE III
PROGRAM PARAMETERS**

3.1 Program Admission.

- 3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.
- 3.1.2 This Agreement meets the requirement for a memorandum of understanding as outlined in Iowa Administrative Code rule 701-26.3.
- 3.1.3 Contact Persons.
 - 3.1.3.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.
 - 3.1.3.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.
 - 3.1.3.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.
 - 3.1.3.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.
 - 3.1.3.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.
 - 3.1.3.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

3.2 Prior to Submission of Debt.

- 3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.
- 3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.
- 3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.
- 3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.
- 3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

3.3 Submission of Debt.

- 3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.
- 3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.
- 3.3.3 **Character of Debt.**
 - 3.3.3.1 The Debt must be Qualifying Debt.

- 3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.
- 3.3.3.3 The debts must meet the minimum amount requirement, as set by Iowa Administrative Code rule 701-26.1.
- 3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.
- 3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).
- 3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.
- 3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.
- 3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.
 - 3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.

3.4 **Setoff Procedure.**

- 3.4.1 Debt will be setoff upon a TIN match.
- 3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.
- 3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and Iowa Administrative Code rule 701-26.6. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.
 - 3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.
- 3.4.4 **Setoff Fee.**
 - 3.4.4.1 The Participating Agency will be charged a Setoff Fee, as set forth in Iowa Administrative Code rule 701-26.10, each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.
 - 3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.
 - 3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.
- 3.4.5 **Upon Setoff.**
 - 3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.
 - 3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a

division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.

- 3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

3.5 Following Setoff

- 3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.
- 3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced as outlined in Iowa Administrative Code rule 701-26.2, the debt will be purged from the Program.
- 3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.
- 3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.
- 3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

3.6 Appeals, Challenges, and Requests to Divide Jointly or Commonly Owned Rights to Payment.

- 3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.
- 3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.
- 3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.
- 3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.
- 3.6.5 The Participating Agency must adhere to IDR's determination on a challenge or request for division of a jointly or commonly owned right to payment, and has no appeal opportunity.
- 3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.
- 3.6.7 IDR will retain the Setoff Fee, even if the challenge or request to divide a jointly or commonly owned right to payment is successful.

3.7 Refunds

- 3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.
- 3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In

- such a case, the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.
- 3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.
- 3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

ARTICLE IV CONFIDENTIALITY AND OWNERSHIP OF DATA

- 4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.
- 4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.
- 4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.
- 4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.
- 4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

ARTICLE V DURATION AND TERMINATION

5.1 Duration.

- 5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").
- 5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.
- 5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.

5.2 Termination.

- 5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:
- 5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- 5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has

committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;

5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;

5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

5.2.2 **Termination for Convenience.**

5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.

5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.

5.2.3 **Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;

5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or

5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

ARTICLE IV ADMINISTRATION

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.

- 6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, susan.khamtanh@iowa.gov. Agreement manager contact information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.
- 6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.
- 6.4 **Additional Provisions.** The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 6.5 **Further Assurances and Corrective Instruments.** The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency’s debt from the Program.
- 6.6 **No Actions or Damages.** The Parties agree that neither party may file claims or seek damages under this Agreement.
- 6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.
- 6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.
- 6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

Iowa Department of Revenue	
Signature	Date
Name:	
Title:	

[City of Cedar Falls] (“Participating Agency”)	
Signature	Date
Name: Robert M. Green	
Title: Mayor	

Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

Operational Contact - Primary	
This is the primary contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	Lisa Roeding
Title	Controller/City Treasurer
Phone Number:	319-268-5105
E-mail Address:	lisa.roeding@cedarfalls.com

Operational Contact - Secondary	
This is the backup contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	Marcie Breitbach
Title	Administrative Supervisor
Phone Number:	319-268-5168
E-mail Address:	marcie.breitbach@cedarfalls.com

Obligor Contact - Primary	
This is the primary contact for questions from Obligor.	
Name:	Marcie Breitbach
Title	Administrative Supervisor
Phone Number:	319-268-5168
E-mail Address:	marcie.breitbach@cedarfalls.com

Obligor Contact - Secondary	
This is the backup contact for questions from Obligor.	
Name:	Lisa Roeding
Title	Controller/City Treasurer
Phone Number:	319-268-5105
E-mail Address:	lisa.roeding@cedarfalls.com

Agreement-Related Notices Should be Sent To:	
This is the contact who should receive legal notifications.	
Name:	Lisa Roeding
Title	Controller/City Treasurer
Phone Number:	319-268-5105
E-mail Address:	lisa.roeding@cedarfalls.com
Address:	220 Clay Street
City:	Cedar Falls
State:	IA
Zip Code:	50613-2726

Appendix B

Setoff Placement File

The placement file must be named Setoffs#####.txt, where ##### is the Agency Number and Unit Code. If your agency has multiple Unit Codes, use one of them in the file name. Do not change the Unit Code used without notifying IDR prior to placement file submission.

The placement file must contain a list of all the Participating Agency's debt to be placed in the Program. Each record in the file represents one Debt. The placement file is a full replacement, and will overwrite existing debt placements for the Participating Agency under their unit code(s).

The placement file has a fixed width layout

Field Name	Characters	Description
Participating Agency Number (Required)	3	Unique identifier for the Participating Agency who maintains the debt. This is generally a three-digit number, such as "645" or "123", as assigned by IDR. Leading zeros are significant.
Participating Agency Unit Code (Required)	3	Unique identifier for a group within the Participating Agency, as assigned by IDR. This is generally a three-digit number such as "001" or "999". Leading zeros are significant.
Obligor Identification Number Type (Required)	1	Enter the code for the type of ID listed in Obligor ID. 1 = Social Security Number (SSN) 2 = Federal Employer Identification Number (FEIN) 3 = Individual Tax Identification Number (ITIN)
Obligor Identification Number (required)	9	Identification number unique to the Obligor (i.e. SSN, ITIN, or FEIN). Leading zeros are significant
Debt Identification Number (required)	30	Agency's unique identifier for the debt. (i.e. case #, invoice #, citation #, etc.). This should not change. Note: If debt has previously been placed for a combination of Agency Number, Agency Unit Code, Obligor ID, and Debt ID, then the corresponding placement will be updated based on the file.
Obligor Last Name / Entity Name (Required)	50	Last Name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN), or Name of Obligor (if Obligor Identification Number Type is FEIN)
Obligor First Name	50	First name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN). Leave blank if Obligor Identification Number Type is FEIN
Obligor Middle Name	50	Middle name of Obligor (if an Obligor Identification Number Type is SSN or ITIN)

		Leave blank if Obligor Identification Number Type is FEIN
Qualified Date (Required)	8	Date the Debt first qualified for the Program Format: MMDDYYYY
Debt Amount (Required)	12	The amount owed to the Participating Agency. Expressed in pennies. Pre-padded with 0s. Example: \$123.45 should be listed as 000000012345. Must be \$50 or more for all qualifying debts owed to one public agency by one obligor.
Description of Debt (May be required)	500	Description of the Debt. May be displayed on correspondence to the Obligor pertaining to their setoff. Example: "Parking Ticket 00123-4"

Appendix C

List of Debts submitted to the Program that will be deposited into the state general fund when paid:

Debt Type Name	Description
<i>ex. Individual income tax debt</i>	<i>ex. Debt resulting from the tax on an individual's income</i>
NIA	NIA

Iowa Department of REVENUE

Setoff Enrollment Application Form tax.iowa.gov

For participation in the State of Iowa Setoff Program, you must complete this enrollment form and sign a Memorandum of Understanding. Check the appropriate box(es) for the participation type you are enrolling in:

Debt Source Agency Credit Vendor

Section 1 - Agency Information

Agency Name:	City of Cedar Falls		
Federal Employer Identification Number (FEIN):	42-6004332		
Headquarters Address:	220 Clay Street		
City:	State:	ZIP:	
Cedar Falls	IA	50613-2726	
Primary Contact Last Name:	Roeding	First Name:	Lisa
Primary Contact Phone:	319-273-8600	Ext:	5105
Primary Contact Email:	lisa.roeding@cedarfalls.com		
Phone Number for Obligors to Contact:	319-273-8600	Ext:	5168
Is this funding deposited into the State of Iowa's General Fund?	Yes	<input checked="" type="checkbox"/> No	
Accounting String for Disbursement (Required for State Agencies using I/3):			

Section 2 - Banking Information

Financial Institution Name:	Farmers Savings Bank		
Financial Institution Address:	515 Main Street		
City:	State:	ZIP:	
Cedar Falls	IA	50613	
Name on Account:	City of Cedar Falls		
Routing Transit Number:	073908045		
Customer Account Number:	[REDACTED]		
Account Type:	<input type="checkbox"/> Savings	<input checked="" type="checkbox"/> Checking	
Section 2 requires one of three items:			
1.	A voided check or copy of enrollment confirmation if a prepaid card, or		
2.	The financial institution must complete the representative section, or		
3.	The financial institution must supply a bank account verification letter		
I have verified the account numbers above. The Financial Institution is ACH capable and will comply with NACHA rules.			
Representative Name	Lexie Heath	Phone Number	319-874-4345
Representative Title	Business Dev. Officer/Treasury Mgmt Officer	Date	7/24/2023
Signature	Lexie Heath		

Section 3 - Vendor Authorization

I hereby authorize the Department of Administrative Services to deposit payments from the State of Iowa to the account designated on this form and to initiate any adjustments or debit entries to this account for any erroneous deposits in the amount of the error only. I also understand that the State of Iowa can only deposit funds into one financial institution and account.

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this form, and, to the best of my knowledge and belief, it is true, correct, and complete. I declare that I am authorized to act on behalf of the organization, and will only act within my authority.

Authorized Name Lisa Roeding Title Controller/City Treasurer

Phone Number 319-268-5105 Date 07/24/2023

Signature Lisa Roeding Digitally signed by Lisa Roeding
Date: 2023.07.24 11:39:04 -05'00'

Instructions for Setoff Enrollment Form:

This form can be submitted via secure email at idr-setoffs@iowa.gov or:

Fax: 515-725-0264 or **Mail:** ATTN: Setoffs
Iowa Department of Revenue
PO Box 3065013
Des Moines IA 50306-0470

Questions or Assistance:

Additional information can be found:

- On the Department website (tax.iowa.gov)
- By emailing the Department (idr-setoffs@iowa.gov)
- By calling the Central Collections Unit at 515-281-3114

Accounting String for Disbursement: The accounting number directing disbursement of funds

Agency: The legal name of the agency

Credit Vendor: An agency or entity who submits funds to the Setoff Program

Debt Source Agency: A Public Agency or the Iowa Judicial Branch, that has entered into an agreement with the Iowa Department of Revenue to submit debts to the State Setoff Program

FEIN: Enter the Federal Employer Identification Number for which enrollment is requested

Obligor: A person, not including a public agency, who has been determined to owe a qualifying debt

Primary Contact: The primary individual responsible for coordination with the Iowa Department of Revenue

Agency Name: City of Cedar Falls

Please provide the Department of Revenue with detailed information regarding the qualifying debt your agency intends to submit for setoff. If needed, you may attach additional pages to this questionnaire.

1. Type(s) of qualifying debt (court debt, child support, etc.):

Past dues parking violations, overpayment of payroll wages & employee uniform reimbursements.

2. Describe the process by which the debt became a qualifying debt. See 2020 Iowa Acts, HF 2565, Iowa Code section 421.65(1)(d) for the definition of qualifying debt.

See attached City of Cedar Falls Finance Policy Manual CFD 3124.23

3. Describe the length of time the debtor is able to appeal the debt as well as the process by which they would do so, including any hearing process.

See attached City of Cedar Falls Finance Policy Manual CFD 3124.23

4. If the debtor is unsuccessful in the appeal process described in question (3), do they have any further recourse? If yes, please explain. Yes No

See attached City of Cedar Falls Finance Policy Manual CFD 3124.23

5. Please list the statutes, administrative rules, municipal code, or ordinances relevant to the collection and appeal of this debt. Please also list any relevant case law or other legal authority.

CITY FINANCE POLICY MANUAL CFD 3124.23 with reference to State of Iowa Department of Administrative Code (IAC) 40 and Iowa Code Chapter 8A.504, Iowa Code Chapter 17A.12(3)

6. If there are any records or documents that you would like the Department to consider, **describe them below** and **provide copies of them with the enrollment submission**. These may include a sample order, disposition notice, or similar documents.

City Finance Policy Manual CFD3124.23
DAS Income Tax Refund Letter.doc
DAS Notice of Petition Hearing Letter.doc
DAS Notice of Hearing Letter.doc
DAS Hearing Outcome Letter.doc

Additional Information:

CFD 3124: Finance Policy – Accounts Receivable

Approved June 1, 2023 by the Director of Finance and Business Operations

PURPOSE:

The City of Cedar Falls bills individuals for the use of the transfer station, garbage dumpster pick-up, fire inspections, building inspections, engineering inspections, and other miscellaneous services provided by the City.

PROCEDURES:

1. Department Responsibilities.

- A. The individual departments that charge citizens of Cedar Falls for miscellaneous services will provide Financial Services with the information needed to bill their customers.
 - 1). The departments will provide a list of customers, customer number, date and description of services rendered, and amount due. Each list will be approved and signed by an authorized individual.
 - 2). Departments will provide Financial Services with new customer information and changes to existing customers.
- B. Financial Services Division will print aged accounts receivable listings monthly to check for outstanding bills and provide that to departments.
- C. Financial Services with the coordination of the departments will collect overdue bills.
- D. It is the department's responsibility to avoid duplicate billings and make sure that if a customer pays for the service with cash that a bill is not sent for the same service.

2. Finance and Business Operations responsibilities.

- A. Financial Services will recompute the lists and charge forms and check for appropriate signatures.
- B. Financial Services will enter the customer and charge information in the computer.
- C. Financial Services will print the invoices monthly and mail to the customers.
- D. Financial Services will receive payments in the mail, post the cash receipts, and credit accounts receivable to remove the bill from the outstanding accounts receivable list.
- E. Financial Services will run and mail monthly statements to all customers.
- F. A late charge of 1 1/2% per month will be charged any bill that is older than 30 days.
- G. If a department determines they cannot collect an overdue bill within 120 days, Financial Services will submit the bill to a collection agency or the State of Iowa Department of Administrative Services (DAS) Income Offset Program, in accordance with Iowa Code chapter 8A.504 and 11 Iowa Administrative Code (IAC) 40.

- 1). Financial Services will give written notice to the debtor that the City intends to submit the debt owed by the debtor to a collection agency or (DAS) Income Offset Program. The notice must:
 - a. Explain the basis for the City's claim to the debt;
 - b. Inform the debtor that the City intends to send the debt to a collection agency or DAS Income Offset Program;
 - c. Inform the debtor that the debtor has 30 days (after the date the City mailed the notice of the proposed action to the debtor) to contact the City Financial Services Division to contest the debt owed the City;
 - d. Inform the debtor that failure to contact City Financial Services Division within the required time will result in the debt being turned over to the collection agency or DAS Income Offset Program.
- 2). Once a bill has been submitted to the collection agency or DAS Income Offset Program, City employees in the affected divisions will no longer negotiate with the customer without contacting Financial Services Division.
- 3). All questions from customers whose accounts have been submitted to the collection agency or DAS Income Offset Program must be referred to the Financial Services Division. If a customer contacts divisions about such an account, the divisions must contact Financial Services.
- 4). The Controller/City Treasurer has the authority to void outstanding bills based on information received from the divisions.
- 5). The Controller/City Treasurer will contact the collection agency or DAS with the authorization to void outstanding bills.
- 6). State of Iowa Department of Administrative Services (DAS) Income Offset Program:
 - a. City will receive notification from DAS when a debt is identified to match a Social Security number or Federal Employer Tax Identification number payments issued by State of Iowa to debtor. Upon notification, City must send written notice to the debtor that the City intends apply the debtor's State tax refund or other State of Iowa payment against the debt;
 - b. The notice shall consist of the following in accordance with 11 Iowa Administrative Code 40.4(4):
 - (a) Written notification by first class mail explaining the basis for the City's claim to the debt.
 - (b) Inform the debtor that the City intends to apply the debtor's State tax refund or other State of Iowa payment against the debt.
 - (c) Inform the debtor they have the right to contest the matter by requesting an

administrative hearing with the City. That the hearing shall determine the merits of whether to withhold the debtor's State tax refund or other State of Iowa payment.

- (d) If such request is made, it must be within 15 days of the date of the mailing of the notice.
 - (e) Inform the debtor that failure to request an administrative hearing within the required time, or failure to appear at such hearing, shall constitute a waiver to the right to a hearing and will result in income setoff of the debt against the debtor's State tax refund or other State of Iowa payment.
- c. A request for an administrative hearing must be made in writing to the City Clerk or designee. The request shall be reviewed to determine whether to apply the debtor's State tax refund or other State of Iowa payment towards the debt.
- d. Notice of Hearing after Request by Debtor in accordance with Iowa Code chapter 17A shall:
- (a) Inform the debtor of the time, date and the place for the hearing.
 - (b) Inform the debtor the hearing shall be conducted before the Director of Finance and Business Operations or designee and shall be limited to a determination of whether to apply the debtors State tax refund or other State of Iowa payment towards the debt.
 - (c) Provide the debtor with a pre-hearing contact person.
 - (d) Inform the debtor that after the hearing, the City will mail to the debtor a written decision as to whether the debt is owed and the amount;
 - (e) However, no such notice need be given should the debtor or a designated representative of the debtor fail to appear at such hearing.
- e. Post Hearing Procedure:
- (a) Advise the debtor of the hearing decision.
 - (b) Inform the debtor that if the debtor disagrees with the decision of the Director of Finance and Business Operations or designee, the debtor may file a petition for a contested case under Iowa Code chapter 17A.12(3).
 - (c) Inform the debtor that the petition for a contested case must be filed within 15 days after the debtor receives a copy of the City's decision.
- f. Notice of Petition after Request by Debtor in accordance with Iowa Code chapter 17A.12(3) shall:
- (a) Inform the debtor of the time, date and the place for the petition hearing.
 - (b) Inform the debtor the petition hearing shall be conducted before the Finance and

Business Operations Committee. The Finance and Business Operations Committee will take the necessary steps to review and investigate the petition and will issue a written, final, and binding decision.

- (c) Provide the debtor with a pre-hearing contact person.
 - (d) Inform the debtor that after the petition hearing, the City will mail to the debtor a written final decision as to whether the debt is owed and the amount;
 - (e) However, no such notice need be given should the debtor or a designated representative of the debtor fail to appear at such hearing.
- g. City shall notify via facsimile DAS Income Offset Program within 45 days of receiving notification in 24.02.2g(6(i)), the amount required to satisfy the debtor's debt or to release the funds to the debtor. DAS Income Offset will make offset, if applicable, and refund any balance due to debtor.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

January 1, 2020

Mr./Ms. _____
2001 Smithway Avenue
Anywhere, NC 29999

Dear Mr./Ms. _____:

Social Security No.: XXX-XX-1234

Your Iowa Income Tax Refund of \$212.00 is being held because you owe \$75.00 to the City of Cedar Falls for past due parking tickets. If you have any questions on the amount you owe or why you owe the money, please contact Lisa Roeding, Controller/City Treasurer with the City of Cedar Falls at 319-268-5105.

As authorized by Iowa Code chapter 8A.504, The Offset Procedures, the City of Cedar Falls intends to submit the above debt to the State of Iowa Department of Administrative Services for collection by applying the debt against any income tax refund that you may be entitled to receive. If you have any questions concerning the offset process, specifically Iowa Code Section 8A.504, please email offsets@iowa.gov.

You have the right to contest this action by providing proof of payment or by filing a written request for a hearing with the City of Cedar Falls. Your request must be filed at the following address no later than 15-days from the postmarked date of this letter. Your request for hearing may be filed within the specified time by delivering it to the City Clerk's office or by delivering it for mailing with postage prepaid and properly addressed to the following address.

City of Cedar Falls
Attn: City Clerk
220 Clay Street
Cedar Falls, Iowa 50613

Upon receipt of your written protest this matter may be scheduled for hearing, and you will be contacted with the date and procedures. Failure to request a hearing within the 15- days time limit will result in the offset of the above debt.

If you filed a joint or a combined tax return, you or your spouse may request that your tax refund be divided. Your request to divide the refund must be made within 15 days from the date of this notice. Please make your request to divide a joint refund to the City of Cedar Falls, at the address listed above. If your total debt is less than the amount of your tax refund, the difference will be sent to you via the State of Iowa, unless you have additional liabilities.

Sincerely,

Lisa Roeding
Controller/City Treasurer

DAS Income Tax Refund Letter.doc

Cc: Administrative Clerk-Offset Officer



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

January 17, 2023

Mr./Ms. _____
2001 Smithway Avenue
Anywhere, NC 29999

RE: Notice of Petition Hearing Debt owed to City of Cedar Falls intention to offset debt of \$100 against State tax refund from the State of Iowa or other payment from State of Iowa.

Dear Mr./Ms. _____:

Social Security No.: XXX-XX-1234

Pursuant to your request, dated January 15, 2023 and as provided by State of Iowa Code, Chapter 8A.504, The Offset Procedures, a petition hearing will be held January 25, 2023 at 2:00 pm at 220 Clay Street, Cedar Falls, to give you the opportunity to be heard on the above matter. The matter will be heard before the Administrative Committee of the City Council.

If you have any questions please contact me at (319) 268-5152.

After the hearing, the City will mail to your last known address, a written decision as to whether the debt is owed and the amount.

Sincerely,

Jacque Danielsen
City Clerk

Cc: Administrative Supervisor-Offset Officer

DAS Notice of Petition Hearing letter.doc



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

January 1, 2023

Mr./Ms. _____
2001 Smithway Avenue
Anywhere, NC 29999

RE: Notice of Hearing Debt owed to City of Cedar Falls intention to offset debt of \$100 against State tax refund from the State of Iowa or other payment from State of Iowa.

Dear Mr./Ms. _____:

Social Security No.: XXX-XX-1234

Pursuant to your request, dated January 1, 2023 and as provided by State of Iowa Code, Chapter 8A.504, The Offset Procedures, a hearing will be held January 15, 2023 at 2:00 pm at 220 Clay Street, Cedar Falls, to give you the opportunity to be heard on the above matter. The matter will be heard before Jennifer Rodenbeck, Director of Finance & Business Operations.

If you have any questions please contact me at (319) 268-5152.

After the hearing, the City will mail to your last known address, a written decision as to whether the debt is owed and the amount.

Sincerely,

Jacque Danielsen
City Clerk

Cc: Administrative Supervisor-Offset Officer

DAS Notice of Hearing letter doc



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

January 1, 2023

Mr./Ms. _____
2001 Smithway Avenue
Anywhere, NC 29999

RE: Notice of hearing decision
Debt owed to the City of Cedar Falls
Intention to Offset debt
Mr./Ms. _____
Social Security Number: XXX-XX-1234

Dear Mr./Ms. _____:

Pursuant to your request, dated January 1, 2023, and as provided by State of Iowa Code, Chapter 8A.504 and 11 Iowa Administrative Code 40, a hearing was held January 15, 2023 to consider your challenge to the City of Cedar Falls' intention to submit the above debt to the State of Iowa Department of Administrative Services DAS Income Offset Program for collection by applying the debt against any State tax refund or other State of Iowa payment you may be entitled to receive.

This is to inform you that the decision of the Director Finance and Business Operations (hearing officer) is that the debt is owed in the amount of \$ _____. If you disagree with this decision of the Director Finance and Business Operations (hearing officer), you may file a petition for a contested case under Iowa Code chapter 17A.12(3). This written petition must be filed with the City Clerk within 15-days after you receive this letter. Your petition must be filed within the specified time by delivering it to the City Clerk's office or by delivering it for mailing with postage prepaid and properly addressed to the following address.

City of Cedar Falls
Attn: City Clerk
220 Clay Street
Cedar Falls, Iowa 50613

Upon receipt of your written protest this matter may be scheduled for petition hearing, and you will be contacted with the date and procedures. Failure to request a hearing within the 15-days time limit will result in the offset of the above debt.

(Or)

This is to inform you that the decision of the Director Finance and Business Operations (hearing officer) is that the debt is not owed. The City will not submit the debt to the State of Iowa Department of Administrative Services DAS Income Offset Program.

Sincerely,

Jacque Danielsen
City Clerk

DAS hearing outcome letter, do



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Information Systems Division

TO: Mayor Rob Green and City Council Members
FROM: Julie Sorensen, Information Systems Manager
DATE: July 24, 2023
SUBJECT: Agreement with CivicPlus

CivicPlus hosts and designs the City's website. Their contract renews every three years. This year they are implementing a price increase and require a new Master Service Agreement. Because the City is to be bound by the new Master Services Agreement, this needs to be presented for approval.

CivicPlus provides multiple services to the city but this agreement pertains to design and hosting our website, design and maintenance of the mobile app, and our website service request feature. Although no one likes a price increase, I feel quite happy with the services they provide and feel they are still one of the best options for a content management software.

The attached is the Service Order for the renewal and the renewed Master Service Agreement.

Please reach out to me with any questions, either at 319-268-5111 or email at Julie.sorensen@cedarfalls.com.

Attachment:
CivicPlus Master Services Agreement March 2023
Cedar falls IOWA

CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Customer and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer’s non-payment. Upon termination for Customer’s breach, Customer’s right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy

provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and

intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Customer, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing

innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus’s indemnification obligations under this Section 15 are conditioned upon the Customer (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Client Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer’s behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

• 18. Customer agrees that it is solely responsible for the end-user’s personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer’s responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users’ personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party’s intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Customer Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by Customer, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application

agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Customer's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.
37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN

THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Customer.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer’s continued use of the Services following such updates constitutes Customer’s acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Customer:

Q-37995-1
2/24/2023 12:30 PM
CEDAR FALLS, IOWA

QTY	Product Name	DESCRIPTION
1.00	Annual Fee Renewal (Hosting & Support)	Annual Fee for Hosting and Support
4.00	Additional CRT User (1) - CivicEngage Central Renewal	CRT Users per user/ per year - CivicEngage Central
2.00	SSL Certificate Annual Fee	SSL Certificate Annual Fee
6.00	Additional CRT User (1) - CivicEngage Central Renewal	CRT Users per user/ per year
1.00	CivicEngage Central CivicPlus Mobile Base App (CivicMobile Client)	Proprietary CP Mobile app shell, API management
1.00	CivicPlus Mobile - CivicEngage Central	A CivicEngage Central integration, which includes standard mobile relevant modules
1.00	48 Month Redesign Ultimate Annual - CivicEngage Central	48 Month Redesign Ultimate Annual - CivicEngage Central
1.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee: Parks & Recreation

Annual Recurring Services - Initial Term	USD 19,277.28
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1. This renewal Statement of Work ("SOW") is between CITY OF CEDAR FALLS ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 7/1/2023 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

Item 18.

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:



MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council

FROM: Kelly Stern, Library Director

DATE: July 27, 2023

SUBJECT: Contract between Cedar Falls Public Library, Waterloo Public Library, and ByWater Solutions for Integrated Library Service (ILS)

Since 2015, the Cedar Falls Public Library has shared an Integrated Library System (ILS) with the Waterloo Public Library for both cost savings and improved customer service to library patrons in the Cedar Valley. The ILS is cloud-based software used to manage library-specific functions: the public access catalog (PAC), circulation of library materials, acquisitions, cataloging, and patron data, to name a few. Sharing an ILS with the Waterloo Public Library allows patrons of both libraries to place holds on items from either library and to have them delivered to either library for pickup convenience. Our two libraries share a courier service that transports items back and forth on weekdays for this purpose. The two libraries share the annual cost of the ILS equally.

Because the options for ILS products for public libraries have changed considerably in the past eight years, a selection committee of librarians from both libraries, CFPL and WPL, reviewed and evaluated bids and presentations from seven ILS vendors who submitted bids in response to our RFP. The selection committee presented our rankings of the bids to our respective Library Boards of Trustees, and both Boards approved awarding the bid to ByWater Solutions. The attached contract will be on the Board agendas for both libraries during the week of July 31st for their approval and is submitted here for Council approval. Migrating to ByWater Solutions' ILS product Koha will result in a savings of nearly 50% for our libraries and promises to improve the user-friendliness of our public catalog and the effectiveness and efficiency of our work.

Please contact me if you have any questions. Thank you for your consideration.

xc: Jennifer Rodenbeck, Director of Finance and Business Operations

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS

(CEDAR FALLS PUBLIC LIBRARY, WATERLOO PUBLIC LIBRARY, AND BYWATER
SOLUTIONS/SERVICE AGREEMENT)

This Agreement is by and between ByWater Solutions ("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 services and/or products provided or supplied by Contractor as defined in this Agreement and as listed in section 24.2. ("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 section 24.2 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. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in section 24.2. 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 section "24.3 Payment Terms". The maximum amount of all payments for Services shall be the amount set forth in section "24.3 Payment Terms". 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 section "24.3 Payment Terms".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The initial term of this Agreement shall commence on the effective date and end on 2/26/2029 unless earlier terminated under the terms of this Agreement. Renewal terms are listed in section 24.1. Term.

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

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

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 30 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

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

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

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

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

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

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

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal

injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "A" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0. Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the

bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

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

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

This is a joint contract with the Cedar Falls Public Library, the Waterloo Public Library, and ByWater Solutions.

24.1 Term and Renewal.

The service term shall be effective from 2/26, 2024 to 2/26 2029. Upon completion of this initial term, the Contract will renew for additional two-year terms. Either party must notify the other in writing sixty (60) days prior to the end of the then-current Term of their intention to modify or discontinue the Contract. Renewal Contract will reflect no more than a 4% increase to annual support and hosting costs. This contract will expire if not executed within 60 days of the effective date listed above.

24.2 Description of Services

- (a) Installation and Implementation of Koha Integrated Library System ("Koha"), including the initial migration of no more than 250,000 Bibliographic Records and all associated data to Koha. Records delivered that total more than the referenced Bibliographic record count will result in higher initial and ongoing fees.
 - (1) Data extraction from current legacy system is the responsibility of the Clients.
 - (2) Testing of initial migration is the responsibility of the Clients.
 - (3) OPAC customization will include application of Clients logos, preferred fonts and colors to ByWater template.
 - (4) Database size increases by more than 50% throughout the life of this Contract will result in pricing increases. All pricing increases will be agreed upon by all parties.
- (b) Installation and Implementation of the Aspen Discovery System ("Aspen"), including the customization and configuration of the public interface to meet the Clients' style guidelines.
 - (1) Implementation will include the integration with existing API connections for third-party systems free of charge
 - (2) Data extraction (if applicable) from current system is the responsibility of the Clients.
 - (3) Testing of initial installation is the responsibility of the Clients.
 - (4) Aspen enables the application of Clients logos, preferred fonts and colors interface.
- (c) Installation and configuration of the Metabase Community Edition Reporting System
 - (5) ByWater will configure Metabase with Clients' existing ByWater supported products.
 - (6) Testing of the installation and configuration is the responsibility of the Clients.
 - (7) Connections with third party products or data sources may carry additional one time and ongoing fees.
 - (8) Clients will have access to all feature and functionality available through the Metabase Community Edition
- (d) Terms regarding technical support for the Clients are as follows:
 - (1) Critical support will be available (24) hours per day, 7 days per week. Critical support includes system failure or complete loss of access to the Koha/Aspen system. Other support calls during hours in which the Clients' facility is closed will be addressed by level of importance; i.e. system failure dictates immediate response time, training questions will be addressed within 24 hours;
- (e) The support package will also cover software updates and Koha/Aspen enhancements that may be applicable to the Clients.
- (f) Hosting for the Clients' data will be located in a remote cloud, and Service providers may change at any time, at the absolute and sole discretion of ByWater. ByWater will not be responsible for force majeure events including natural disasters and communication line failures that may cause data corruption. Hosting services will include separate test servers for Koha and Aspen for the purposes of testing and development. ByWater will update test servers will production data on a periodic basis to be agreed upon between the Clients and ByWater.
- (g) Training is required and will be provided for a minimum of three (3) days onsite or via webinar. Onsite training will include one educator for up to 40 participants per session. Additional

training will be provided upon request of Clients. Clients not previously using Koha as the library's primary ILS must receive training.

24.3. Payment Terms.

Installation, Migration, Training	
Invoiced upon signing	
Koha installation/data migration	\$22,600.00
Aspen installation/configuration	\$10,000.00
Metabase installation/configuration	\$2,500.00
Onsite/Webinar training (Koha, Aspen, Metabase)	\$8,200.00
TOTAL invoiced upon signing	\$43,300.00
Annual Support and Hosting	
Due on or before <u>2/26</u> of each year beginning on <u>2/26/2024</u>	
Koha annual support and hosting fee	\$16,560.00
Aspen annual support and hosting fee	\$7,500.00
Koha and Aspen Test Servers	\$4,000.00
Metabase annual support and hosting fee	\$2,000.00
TOTAL due on or before 2/26 of each year	\$30,060.00

25.0. Notices.

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

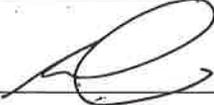
City:
 Name: Kelly Stern
 Title: Library Director
 Address: Cedar Falls Public Library
524 Main St., Cedar Falls, IA 50613
 Telephone: 319-268-5541
 Email: director@cedarfallslibrary.org

Contractor:
 Name: Cindy Norman
 Title: Business Manager
 Address: PO Box 1346
Santa Barbara, CA 93102
 Telephone: 888-900-8944
 Email: cindy@bywatersolutions.com

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

CONTRACTOR

BYWATER SOLUTIONS LLC

By: 

Its: Nathan A Curulla, CRO

Date: 7/27/2023

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

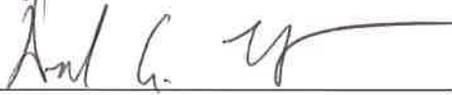
Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

WATERLOO PUBLIC LIBRARY

By: David A. Eckert Date: 7/27/2023



Library Director

Exhibit A
INSURANCE REQUIREMENTS
FOR GOODS & SERVICES
FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as any person or entity that will be performing work for the City of Cedar Falls under contract.

All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.

The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 2-3 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.

Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.

Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

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.

Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 3-4 of this Exhibit.

Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.

All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.

Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

Insurance Limits

Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

<i>Required Endorsements - sample endorsements Pages 3-4 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity – Code of Iowa §670.4)	Equivalent to sample on Page 4 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit (if applicable)	CG 25 03 05 09 or Equivalent

Automobile Liability

Coverage is required for non-owned and hired vehicles if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	<i>If required</i>

Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
-----------------	-------------

ENDORSEMENTS:

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
(Waiver of Subrogation Endorsement)**

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT

(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.



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 Robert M. Green and City Council
From: Mark Howard, Assistant Public Safety Director/Police Chief
Date: August 1st, 2023
Re: Tree Town Kennels contract approval with exhibits

Attached is a contract for Tree Town Kennels, LLC, a Police K9 training specialist located at 3140 Reed Avenue, Forest City, Iowa. A deposit has been paid and our team has selected a 2-year-old Belgian Malinois to be our first K9 Officer since the program ended over 20 years ago. The K9 will specialize in offender tracking and apprehension, search, and rescue, along with being a major asset in narcotics enforcement especially as we see in increased epidemic of fentanyl abuse.

Officer Mike Marcotte has been selected to be the handler and will start training in Forest City on September 11th. This is a highly recommended program, based in Iowa, which will be an asset to us in obtaining and maintaining yearly certifications. After months of research, we believe this is the best trainer for the Police Division's K9 program.

I do seek the Council's approval of the attached contract to ensure that our program moves forward starting September 2023. Thank You.

Respectfully,

Mark Howard
Chief of Police

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS

Tree Town Consultants, LLC -- Police Dog Training

This Agreement is by and between Tree Town Consultants, LLC (AKA Tree Town Kennels, LLC), 3140 Reed Avenue, Forest City, IA 50436 ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

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

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

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

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

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the

invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on December 1, 2023, unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days

before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Tree Town Kennels will provide a 1-year workability warranty starting from date of the 200hr course completion. This warranty is dependent upon handler maintenance of the national standard of 16 training hours a month. Training logs will be required for full warranty. Failure to complete this minimum standard will void the warranty of workability.

6.3 Tree Town Kennels LLC will provide a three-year Health Guarantee for hips and elbows, as well as documented genetic defects within one year of completion of the above-mentioned canine handler's course. In the event of a canine replacement for these aforementioned reasons, the Cedar Falls Police Division will be required to provide documentation and verification of the defect by a licensed Veterinarian to Tree Town Kennels LLC within 90 days of the diagnosis. Tree Town Kennels LLC reserves the right to obtain a second opinion at no cost to the City. Warranty conditions become null and void for the following conditions:

1. Altering of purchased canine by spaying or neutering.
2. Failure to provide heartworm testing at 6 months from the date the City takes possession of the canine as well as routine preventative testing and treatment as directed by a licensed veterinarian. Heartworm testing must be performed at 6 months to guarantee the conditions of this warranty.

6.4. 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.

6.5. 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.

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

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

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

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

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

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such

disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

25.0. Notices.

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

City:

Contractor:

Name: Captain Tim Smith

Name: Andrew Klein

Title: Cedar Falls Police Division

Title: Co-owner/President of Tree Town Kennels

Address: 4600 S. Main Street

Address: 3140 Reed Avenue

Cedar Falls, IA 50613

Forest City, IA 50436

Telephone: _____

Telephone: _____

Email: _____

Email: _____

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

CONTRACTOR

(Name of Contractor) _____

By: _____

Its: _____

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Daniels, MMC, City Clerk

Date: _____

EXHIBIT A

1. Sale of a dual-purpose police dog and training by Tree Town Kennels LLC. This dual-purpose police dog will be a mutually agreed upon dog and will be trained in narcotic detection (cocaine, heroin, methamphetamine, ecstasy, and marijuana (if chosen)), building search, tracking, handler protection, and article location. The handler of this dual purpose canine will be offered a 200 hour basic, dual-purpose canine handler's course in narcotic detection (cocaine, heroin, methamphetamine, ecstasy and marijuana (if chosen)), building search, tracking, handler protection, and article location.

EXHIBIT B

Payment shall be made in full to Tree Town Kennels LLC, Forest City, IA 50436 in the amount of \$13,500.00 due prior to this dual-purpose dog being released to the Cedar Falls Police Division. However half payment will secure K9 of choice until the date the dual-purpose dog is released to the Cedar Falls Police Division.

A STOCK COMPANY



EVANSTON INSURANCE COMPANY

10275 West Higgins Road, Suite 750
Rosemont, IL 60018

INSURANCE POLICY

Coverage afforded by this policy is provided by the Company (Insurer) and named in the Declarations.

In **Witness Whereof**, the company (insurer) has caused this policy to be executed and attested and countersigned by a duly authorized representative of the company (insurer) identified in the Declarations.

Handwritten signature of Kathleen Anne Sturgeon in cursive script.

Secretary

Handwritten signature of Ben W. Jones in cursive script.

President



Evanston Insurance Company

PRIVACY NOTICE

U. S. Consumer Privacy Notice

Rev. 1/1/2020

FACTS	WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION?
Why?	<p>In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state law also requires Us to tell you how We collect, share, and protect your personal information. Please read this notice carefully to understand what We do.</p>
What?	<p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"> • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none"> • publicly-available information from government records; • de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p>
How?	<p>All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice.</p>

Reasons We can share your personal information	Do We share?	Can you limit this sharing?
For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, or report to credit bureaus	Yes	No
For Our marketing purposes – to offer Our products and services to you	Yes	No
For Joint Marketing with other financial companies	Yes	No
For Our Affiliates’ everyday business purposes – information about your transactions and experiences	Yes	No
For Our Affiliates’ everyday business purposes – information about your creditworthiness	No	We don’t share
For Our Affiliates to market you	No	We don’t share
For Nonaffiliates to market you	No	We don’t share
Questions? Call (888) 560-4671 or email privacy@markel.com		

Who We are	
Who is providing this Notice?	A list of Our companies is located at the end of this Notice.

What We do	
How do We protect your personal information?	We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy .
How do We collect your personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card <p>We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories.</p>
Why can’t you limit all sharing of your personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for Affiliates’ everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • sharing for Nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our Affiliates include member companies of Markel Group.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law.
Joint Marketing	<p>A formal agreement between Nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you.

Other Important Information
<p>For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060.</p> <p>We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement.</p>
<p>For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy, call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information.</p> <p>For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy.</p>
<p>For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision.</p>
<p>Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc.</p>



HOW TO REPORT A CLAIM

How to report a new claim:

- **Email:** newclaims@markel.com
- **FAX:** (855) 662-7535 (855) 6MARKEL
- ***Phone:** (800) 362-7535 (800) 3MARKEL
- **Mail:** P.O. Box 2009, Glen Allen, VA 23058-2009

Please complete the appropriate ACORD form in detail and include the name and phone number of the contact person at the location of the reported incident. If possible, please attach a copy of the facility incident report. When reporting an auto claim, please identify the unit # on the schedule along with the VIN#. If the loss/claim involves a building or damage to property, please provide the physical address of the property.

***Please refer to your specific policy language for new claim reporting requirements. Some policies require you to report all claims in writing only.**

How to send Supplemental Information / Questions on an existing claim:

- **Email:** markelclaims@markel.com
- **FAX:** (855) 662-7535 (855) 6MARKEL
- **Phone:** (800) 362-7535 (800) 3MARKEL
- **Mail:** P.O. Box 2009, Glen Allen, VA 23058-2009

If you have questions about a claim, please call 1-800-362-7535.

Inquiries may also be faxed to 1-855-662-7535.



EVANSTON INSURANCE COMPANY

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <https://www.treasury.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



COMMON POLICY DECLARATIONS

POLICY NUMBER: 3AA610669

RENEWAL OF POLICY: NEW

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

Tree Town Kennels LLC
3140 Reed Avenue
Forest City, IA 50436

Policy Period: From 10/14/2022 to 10/14/2023 at 12:01 A.M. Standard Time at your mailing address shown above.

BUSINESS DESCRIPTION: Animal Training

FORM OF BUSINESS	
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Trust
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation
<input type="checkbox"/> Other Organization:	
Audit Period: Annual unless otherwise stated:	FTZ Code:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S), BUT ONLY FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
Commercial Property Coverage Part	\$ Not Covered
Commercial General Liability Coverage Part	\$ 1,500.00
Commercial Inland Marine Coverage Part	\$ Not Covered
Commercial Ocean Marine Coverage Part	\$ Not Covered
Commercial Professional Liability Coverage Part	\$ Not Covered
Commercial Automobile Liability Coverage Part	\$ Not Covered
Liquor Liability Coverage Part	\$ Not Covered
Crime Coverage Part	\$ Not Covered
Other Coverages: Terrorism - Certified Acts	\$ Excluded
	\$
Premium Total	\$ 1,500.00
Other Charges: Taxes and Fees - See MDIL 1002	\$ 166.50
	\$
	\$
GRAND TOTAL	\$ 1,666.50

THIS POLICY IS ISSUED, PURSUANT TO IOWA CODE SECTION 515.120, BY A NONADMITTED COMPANY OF IOWA AND AS SUCH IS NOT COVERED BY THE IOWA INSURANCE GUARANTY ASSOCIATION.

Producer Number, Name and Mailing Address	
210440	State Surplus Lines License #
NBS Insurance Agency, Inc.	
280 North High Street Suite 300	Inspection Ordered: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Endorsements

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

SEE FORMS SCHEDULE - MDIL 1001

These declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.



Countersigned: 10/14/2022
Date

BY:



EVANSTON INSURANCE COMPANY

FORMS SCHEDULE

FORM NUMBER

FORM NAME

COMMON

MJIL 1000 08 10	Policy Jacket (Evanston)
MPIL 1007 01 20	Privacy Notice
MPIL 1041 02 20	How To Report A Claim
MPIL 1083 04 15	U.S. Treasury Department's Office Of Foreign Assets Control (OFAC) Advisory Notice To Policyholders
MDIL 1000 08 11	Common Policy Declaration
MDIL 1002 01 10	Schedule of Taxes, Surcharges Or Fees
MDIL 1001 08 11	Forms Schedule
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement
IL 02 76 09 08	Iowa Changes - Cancellation And Nonrenewal
MEIL 1200 02 20	Service Of Suit
MEIL 1225 10 11	Change - Civil Union
MIL 1214 09 17	Trade Or Economic Sanctions

GENERAL LIABILITY

MDGL 1008 08 11	Commercial General Liability Coverage Part Declarations
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 21 36 03 05	New Entities Exclusion
CG 21 38 11 85	Personal and Advertising Injury Exclusion
CG 21 47 12 07	Employment - Related Practices Exclusion
CG 21 49 09 99	Total Pollution Exclusion Endorsement
CG 21 73 01 15	Exclusion Of Certified Acts Of Terrorism
MEGL 0001 08 20	Combination General Endorsement
MEGL 0008 04 20	Exclusion - Continuous or Progressive Injury or Damage
MEGL 0172 10 14	Products - Completed Operations Included In General Aggregate Limit
MEGL 1636 10 19	Exclusion - Employer's Liability And Bodily Injury To Contractors Or Subcontractors In Designated States
MEGL 2322 05 21	Exclusion - Communicable Disease
MGL 1319 01 16	Exclusion - Unmanned Aircraft
MGL 1356 10 20	Exclusion - Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The Cancellation Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation Requirements

a. We may cancel this policy, by mailing or delivering to the first Named Insured and any loss payee written notice of cancellation at least:

(1) 30 days before the effective date of cancellation if we cancel due to loss of reinsurance coverage;

(2) 10 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy is a new policy and has been in effect for less than 60 days, we may cancel for:

(1) Loss of reinsurance, subject to **d.** below; or

(2) Any other reason.

c. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Misrepresentation or fraud made by or with your knowledge in obtaining the policy, when renewing the policy, or in presenting a claim under the policy;

(3) Acts or omissions by you that substantially change or increase the risk insured;

(4) Determination by the Commissioner that the continuation of the policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

(5) You have acted in a manner which you knew or should have known was in violation or breach of a policy term or condition; or

(6) Loss of reinsurance, subject to **d.** below.

d. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.

3. We will mail or deliver our notice to the first Named Insured's and any loss payee's last mailing address known to us.
4. Notice of cancellation will state:
 - a. The reason for cancellation; and
 - b. The effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

- B.** The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this policy, except if:
 - a. We have offered to issue a renewal policy; or
 - b. You have failed to pay a premium due or any advance premium required by us for renewal.
2. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

Except with respect to any policy issued in any state in which the Insurer is licensed as an admitted insurer to transact business, it is agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Nothing in this clause constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Secretary, Legal Department, Markel Service, Incorporated, 10275 West Higgins Road, Suite 750, Rosemont, Illinois 60018, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other official specified for that purpose in the statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this policy, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – CIVIL UNION

All references to “spouse” or “family member” in any Coverage Part or policy form made part of this insurance shall include a party to a civil union or domestic partnership law recognized under any applicable statute.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: 3AA610669

"X" If Supplemental Declarations Is Attached

RETROACTIVE DATE

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: None
(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

LIMITS OF INSURANCE

General Aggregate Limit (other than Products/Completed Operations)	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ Included	
Personal and Advertising Injury Limit	\$ Excluded	Any One Person or Organization
Each Occurrence Limit	\$ 1,000,000	
Damage to Premises Rented to You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person

ALL PREMISES YOU OWN, RENT OR OCCUPY

Loc. No. ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

1 3140 Reed Avenue, Forest City, IA, 50436

CLASSIFICATION AND PREMIUM

Loc. No	Code No. Classification	Rating Basis	Premium Basis	Other Basis	Rate		Advance Premium	
					Pr/Co	All Other	Pr/Co	All Other
1	16404 Pet Training	Per \$1,000 of Gross Sales	15,000		Incl.	\$35.00	Incl.	\$525
*(a) Area *(c) Total Cost *(m) Admissions *(p) Payroll *(s) Gross Sales (u) Units *(r) Gross Receipts (e) Each (o) Other: Premium Basis identified with a "*" is per 1000 of selected basis.							Total Advance Premium	\$1,500 MP

These declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.

FORMS AND ENDORSEMENTS

SEE FORMS SCHEDULE - MDIL 1001

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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 which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) 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 "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) 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".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others 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 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.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) 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".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b.** This insurance applies to such liability assumed by the insured;
- c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f.** The indemnitee:

(1) Agrees in writing to:

- (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
- (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c)** Notify any other insurer whose coverage is available to the indemnitee; and
- (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a)** Obtain records and other information related to the "suit"; and
- (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) 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) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix 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".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 3. of **Section II – Who Is An Insured** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

COVERAGE B (Section I) does not apply and none of the references to it in the Coverage Part apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., Exclusions of Section I – 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" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others 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".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Item 20.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- c. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMBINATION GENERAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury Liability are amended as follows:

1. The following exclusion:
 - a. Is added to Coverage A; and
 - b. Replaces the Breach Of Contract exclusion in Coverage B:

This insurance does not apply to:

Breach Of Contract

Any claim arising out of actual or alleged breach of contract, whether written or oral, express or implied, implied-in-law, or implied-in-fact contract.

2. The following exclusions are added:

This insurance does not apply to:

Cross Suits

Any claim made or "suit" brought by any Named Insured covered by this policy against any other Named Insured covered by this policy.

Discrimination

"Bodily injury", "property damage", or "personal and advertising injury" in any way involving actual or alleged discrimination of any kind.

Fines, Penalties, Punitive Damages, Or Exemplary Damages

Fines, penalties, punitive damages, or exemplary damages, or any expenses or any obligation to share such damages or repay another. However, this exclusion does not apply to punitive damages from wrongful death brought under Alabama's Wrongful Death Statute.

Hazardous Or Toxic Substances

- (1) "Bodily injury", "property damage", or "personal and advertising injury" in any way involving, directly or indirectly, in whole or in part, the actual, alleged, or threatened contact with, exposure to, or inhalation, ingestion, existence, or presence of "hazardous or toxic substances", regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such "bodily injury" or "property damage"; or
- (2) Any loss, cost, or expense arising out of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, disinfecting, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of "hazardous or toxic substances" by any insured or by any other person or entity.

Movement Of Land Or Earth

"Bodily injury", "property damage", or "personal and advertising injury" in any way involving, directly or indirectly, in whole or in part, movement of land or earth regardless of whether movement emanates from, is aggravated by, or is attributable to any operations performed by or on behalf of any insured, whether the first manifestation occurs during the policy period or prior or subsequent thereto. Movement of land or earth includes instability, subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, rising, tilting, bulging, cracking, mudflow, mudslide, earthquake, or shrinking or expansion of ground, slabs, footings, foundations, walls, roofs, floors, ceilings, or any other real property or part thereof.

Professional Liability

Any actual or alleged professional liability, errors, omissions, negligent acts, malpractice, or acts of any type including rendering or failing to render any type of professional service, unless such coverage is specifically endorsed onto the policy.

B. The following is added to Section II – Who Is An Insured:

When coverage does not apply for the Named Insured, no coverage or defense shall be afforded to any Additional Insured under this policy.

C. All references in this policy to minimum premium, deposit premium, and premium audit are replaced by the following:

1. The premium shown as advanced premium is both a deposit premium and a minimum premium for the policy term. At the close of each audit period, we will compute the earned premium for that period. If the earned premium is more than the advanced premium, then the amount by which the earned premium exceeds the advanced premium is due and payable upon notice to you. If the earned premium is less, the advanced premium applies as the minimum premium with no return premium payable to you.
2. If this policy is cancelled, the pro rata or short rate of the minimum and deposit premium will apply for the policy term, subject to an absolute minimum earned premium of 25% of the total advanced premium unless final audit develops a premium greater than 25% of the total advanced premium. If your business is seasonal, the minimum premium then becomes fully earned at the end of your season.

D. The following definitions are added to the Definitions section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by "fungi".

"Hazardous or toxic substances" means asbestos, lead, silica, silica dust, legionella, "organic pathogens", or any hazardous waste as classified by the Environmental Protection Agency.

"Organic pathogen" means any:

- a. Organic irritant or contaminant including, but not limited to, "fungi", wet or dry rot, bacteria, virus, or other microorganism of any type, and their byproducts; or
- b. Disease-causing agent as classified by the Environmental Protection Agency.

However, "organic pathogen" does not include any "fungi" or bacteria that are on or contained in a good or product intended for consumption.

All other terms and conditions remain unchanged.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

Continuous Or Progressive Injury Or Damage

"Bodily injury", "property damage", or "personal and advertising injury" that:

- (1) First occurred, first began to occur, or is alleged to have first occurred;
- (2) Is alleged to be in the process of occurring to any degree; or
- (3) Is caused by or alleged to have been caused by incremental, continuous or progressive injury or damage arising from an "occurrence" or offense which first occurred, began to occur, or is alleged to have first occurred,

prior to the effective date of this policy.

However, this exclusion does not apply to "bodily injury", "property damage", or "personal and advertising injury" that actually or allegedly occurred in Colorado and was unknown by you prior to the policy period.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS-COMPLETED OPERATIONS INCLUDED IN GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Paragraph 2. under Section III – Limits Of Insurance is replaced by the following:
 - 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, including damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
- B. Paragraph 3. under Section III – Limits Of Insurance is deleted in its entirety.
- C. Paragraph b.(3) of Definition 16. "Products-completed operations hazard" under Section V – Definitions is deleted in its entirety.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EMPLOYER'S LIABILITY AND BODILY INJURY TO CONTRACTORS, SUBCONTRACTORS, OR INDEPENDENT CONTRACTORS IN DESIGNATED STATES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Designated States: Illinois, New York
Paragraph **B.** below only applies to the states shown in this Schedule

- A.** Exclusion **2.e.** Employer's Liability under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee", "volunteer worker", or "temporary worker" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business;
- (2) Any other person who performs labor in any capacity for or on behalf of any insured, with or without any form of compensation; or
- (3) The spouse, partner, child, parent, brother, sister, or any other relative of any person described in Paragraph (1) or (2) above, as a consequence of Paragraph (1) or (2) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion applies to any liability assumed under an "insured contract".

- B.** With respect to the states shown in the Schedule of this endorsement only, the following exclusion is added to Paragraph **2.** Exclusions under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

Bodily Injury To Contractors, Subcontractors, Or Independent Contractors

"Bodily injury" to any:

- (1) Contractor, subcontractor, or independent contractor while working on behalf of any insured;

- (2) Employee, volunteer worker, leased worker, or temporary worker of any contractor, subcontractor, or independent contractor indicated in Paragraph (1) above;
- (3) Additional contractor, subcontractor, or independent contractor of any contractor, subcontractor, or independent contractor indicated in Paragraph (1) above, including the employees, volunteer workers, leased workers, or temporary workers of such additional contractor, subcontractor, or independent contractor; or
- (4) Any other person who performs labor in any capacity for or on behalf of any person indicated in Paragraph (1), (2), or (3) above, with or without any form of compensation.

This exclusion applies:

- (a) Even if the claim against any insured alleges negligence or other wrongdoing in the:

- (i) Selection, hiring, or contracting;
- (ii) Investigation;
- (iii) Supervision or monitoring;
- (iv) Training; or
- (v) Retention

of any contractor, subcontractor, or independent contractor for whom any insured is or was legally responsible and whose "bodily injury" would be excluded by Paragraph (1), (2), (3), or (4) above;

- (b) Whether the insured may be liable as an employer or in any other capacity;
- (c) To any obligation to share damages with or repay someone else who must pay damages because of the injury; and
- (d) To liability assumed by the insured under an "insured contract".

All other terms and conditions remain unchanged.



Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability and Coverage B – Personal And Advertising Injury of the Coverage Form, and all insuring agreements added to the policy by separate endorsement:

This insurance does not apply to:

Communicable Disease

Any liability, claim, "suit", damages, or injury of any type including, but not limited to, "bodily injury", "property damage", or "personal and advertising injury" arising out of the actual or alleged exposure to, transmission of, or contraction of any communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- (1) Testing or failing to test for any communicable disease;
- (2) Failure to prevent the spread of the disease;
- (3) Failure to report the disease to authorities; or
- (4) Supervising, hiring, employing, training, or monitoring of others who:
 - (a) May be infected with any communicable disease;
 - (b) May spread any communicable disease; or
 - (c) Are alleged to have engaged in any wrongdoing set forth in Paragraphs (1) through (3) above.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "unmanned aircraft".

This exclusion does not serve to create coverage for "bodily injury" or "property damage" that is otherwise excluded under this Coverage Form.

- B.** The following is added to Paragraph 2. Exclusions under Section I – Coverages, Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any "unmanned aircraft".

This exclusion does not apply to:

- (1) The use of another's advertising idea in your "advertisement"; or
- (2) Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- C.** The following is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

All other terms and conditions remain unchanged.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT, DATA COMPROMISE, AND VIOLATION OF STATUTES RELATED TO PERSONAL DATA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
POLLUTION LIABILITY LIMITED COVERAGE FORM DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

- A.** The following exclusion is added to the Exclusions section of the Coverage Form, and all insuring agreements added to this policy by separate endorsement other than an endorsement described in Paragraph **B.** below, and replaces any Electronic Data exclusion found anywhere in the policy:

This insurance does not apply to:

Cyber Incident, Data Compromise, And Violation Of Statutes Related To Personal Data

Damages caused by, arising out of, or in any way involving, directly or indirectly:

- (1) The loss of, loss of use of, corruption of, inability to access, or reduction in functionality of a "computer system", including, but not limited to:
- (a) Damage to or loss of data occurring on a "computer system";
 - (b) Unauthorized access of a "computer system";
 - (c) Computer malware on a "computer system";
 - (d) Human error affecting a "computer system";
 - (e) System failure occurring on a "computer system";
 - (f) A defect of a "computer system";
 - (g) Social engineering, including, but not limited to, any phishing, pretexting, spoofing, or other fraudulent, manipulative, or deceptive communication; or
 - (h) Cyber extortion;
- (2) Any:
- (a) Access to or disclosure of (whether such access or disclosure is authorized or unauthorized); or
 - (b) Theft, alteration, or corruption of;
any person's or organization's confidential, intellectual, or proprietary information or data, including, but not limited to, "personal data", patents, trade secrets, processing methods, customer lists, or any other type of nonpublic information; or
- (3) Any action or omission that violates or is alleged to violate any federal, state, or local statute, law, rule, ordinance, or regulation that addresses, prohibits, regulates, or limits the printing, interception, dissemination, disposal, collecting, recording, sending, transmitting, communicating, distribution, sharing, sale, storage, retaining, receiving, or protection of "personal data", including, but not limited to:

- (a) The Illinois Biometric Information Privacy Act (BIPA);
- (b) The California Consumer Privacy Act (CCPA);
- (c) The California Invasion Of Privacy Act (CIPA);
- (d) The New York Stop Hacks and Improve Electronic Data Security Act (SHIELD Act);
- (e) The European Union General Data Protection Regulation (GDPR); or
- (f) Any similar or related federal, state, or local statute, law, rule, ordinance, or regulation; including any amendments thereto.

This exclusion applies even if damages are claimed for notification costs, credit monitoring or repair expenses, forensic expenses, public relation expenses, costs associated with the replacement or reissuance of payment cards, fines, penalties, loss of use of property that has not been physically damaged, or any other loss, cost, or expense incurred by you or others arising out of that which is excluded above.

However, this exclusion does not apply to liability for damages because of "bodily injury" or physical damage to tangible property of others. For the purpose of this exclusion, electronic data is not tangible property. The insurance afforded by this exception is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent, or issued on any other basis.

As used in this exclusion, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

- B.** If this policy contains an endorsement adding an insuring agreement that specifically provides coverage that is excluded in Paragraph **A.** above, then the exclusion added by this endorsement does not apply to such insuring agreement solely to the extent of the coverage provided by such endorsement.
- C.** The following definitions are added to the Definitions section:

"Computer system" means computer hardware, firmware, software, or any components thereof.

"Personal data" means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked to a particular person or household, including, but not limited to:

- a.** Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, password, account name, social security number, driver's license or state identification card number, passport number, telephone number, insurance policy number, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information, or other similar identifiers, characteristics, or descriptors;
- b.** Commercial information, including records of personal property, products, or services purchased, obtained, or considered, transactions occurring over a peer-to-peer electronic cash system, or other purchasing or consuming histories or tendencies;
- c.** Biometric data or information (such as a fingerprint, voice print, retina or iris image, or other unique physical representation or digital representation of biometric data);
- d.** Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a person's or household's interaction with an internet website, application, or advertisement;
- e.** Geolocation data;
- f.** Audio, electronic, visual, thermal, olfactory, or similar information;
- g.** Professional or employment-related information that is not publicly available;
- h.** Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. section 1232g; 34 CFR Part 99) including any amendments thereto;
- i.** Identifiers set forth in any state or federal consumer protection or privacy statute or law including, but not limited to, the identifiers shown in Paragraphs **a.** through **h.** above; or

- j. Inferences drawn from any of the identifiers shown in Paragraphs a. through i. above to create a profile person or household reflecting such person's or household's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, or aptitudes.

All other terms and conditions remain unchanged.

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

RECREATION CENTER
110 E 13TH STREET
CEDAR FALLS, IOWA 50613
PH: 319-273-8636
FAX: 319-273-8656

MEMORANDUM

TO: Mayor Robert M. Green and City Council
FROM: Mike Soppe, Recreation & Community Programs Manager
DATE: July 27, 2023
SUBJECT: Wellworks contract approval with amendment.

Attached is a contract for Wellworks, a computer based website that allows city employees to get supportive emails, interact with a health library, and record/track their challenges throughout the year. They were selected by the City's Wellness Committee for use in FY 2023.

This process has worked great during the previous year. This year, there is a new opportunity to add more mental health awareness to the City's Wellness Program. Wellworks now provides an app you can download to help track your mental state based on facial expressions, tone of voice, and comments made. It is called Aiberry.

The current approved contract states we can renew after one year. The price did not increase from the previous year. It is the Wellness Committee's recommendation, along with City Director's approval, to renew the contract. We would also like to add an amendment to include the Aiberry mental health app.

Thank you.

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 WELLNESS PROGRAM SERVICES AGREEMENT
 TMA @ Your Service, LLC (d/b/a "Wellworks For You")

This Agreement is by and between TMA @ Your Service, LLC (d/b/a "Wellworks For You") having a principal place of business located at 70 Lancaster Avenue, Frazer, PA 19355 ("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 City understands and agrees that the timely delivery of Services requires the City and the Service Recipients to provide complete and accurate information to the Contractor. 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 provide 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", 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 at the address listed below in Section 25.0.

Payments shall be sent to the following address:

Wellworks For You
70 East Lancaster Avenue
Frazer, PA 19355

2.4. Expenses shall not be reimbursed to the Contractor.

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

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

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for Services that fail to comply with this Agreement if Contractor fails to cure such noncompliance within seven (7) days of written notice by City to the Contractor specifying the noncompliance, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. Intentionally Omitted.

4.2. Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end in one year unless earlier terminated under the terms of this Agreement, or unless extended for an additional one-year term by written agreement of the parties prior to the expiration of the initial term or extension.

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

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Notwithstanding the foregoing, the notice shall specify the noncompliance and provide the non-performing party seven (7) days from the notice to cure such noncompliance.

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. Intentionally Omitted.

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. Notwithstanding the foregoing, Contractor shall have no liability to the City or third parties (a) for the acts or omissions of any person or entity other than Contractor in connection with the delivery of Services; and (b) resulting from the City's and/or a Service Recipient's provision of erroneous, misleading or incomplete information about a Service Recipient.

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

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

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

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

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

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, and subject to the provisions of Section 6.4 hereof, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. The City shall indemnify and hold harmless Contractor, its officers, employees, independent contractors and agents of any kind, against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the Contractor, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the acts or omissions, including claims of negligence, gross negligence or willful misconduct, of the City or the City's employees, elected officials, and agents..

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

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Small Contract Insurance Requirements apply, allowing a higher General Aggregate as a comparable level of insurance in lieu of the Umbrella and allowing Commercial General Liability to be provided as "Claims Made." Per Risk Management Committee review and approval. (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure; provided that in no event shall the obligation of City to pay for Services provided by Contractor be extended 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. Privacy of Records.

Contractor shall maintain the privacy and security of individually identifiable patient health information of all intended recipients/beneficiaries of the Services (collectively, the "Service Recipients") in accordance with all relevant state and federal laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including following the procedures and requirements set forth on Exhibit "B" attached hereto. Such records and information shall not be disclosed or released to anyone without authorization signed by the Service Recipient, except when disclosure of such information is required by the terms of this Agreement, applicable law or is made in response to a compulsory legal process such as a court order.

23.0. Identification of Service Recipients; Protection of Information.

The City shall furnish Contractor with a timely and reliable system for identifying Service Recipients. Client and the City agree that any and all protected health information must be used and protected in accordance with HIPAA.

24.0. Work Environment.

City shall provide, at no charge to Contractor, reasonable access to the City's workplace at mutually acceptable times and the necessary workspace for Contractor to conduct the Services in a setting that will enable Contractor to safely and, if applicable, confidentially provide Services to Service Recipients seeking such Services. City shall provide furniture at its sole risk to include, but not limited to, tables and chairs.

25.0. Entire Agreement.

25.1. 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.

25.2. 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.

26.0. Notices.

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

City:
Name: Mike Soppe
Title: Recreation & Community Programs Manager
Address: 110 E 13th St
Cedar Falls, Iowa 50613
Telephone: 319-268-5528
Email: mike.soppe@cedarfalls.com

Contractor:
Name: Thomas M. Tegler
Title: President
Address: 70 East Lancaster Avenue
Frazer, PA. 19355
Telephone: 610.235.2602
Email: t.tegler@wellworksforyou.com

27.0 Incorporation of Exhibits.

All Exhibits attached to this Agreement are incorporated herein by this reference. If there is any conflict between this Agreement and any Exhibit, the terms of the Exhibit shall govern.

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

CONTRACTOR

(Name of Contractor) Wellworks For You

By: Thomas M. Tegler

Its: President

Date: 07/25/2023

CITY OF CEDAR FALLS, IOWA

By: 

Robert M. Green, Mayor

Attest: 

Jacqueline Daniels, MMC, City Clerk

Date: 9/4/2022

EXHIBIT A

As per Section 2.1 of the Agreement, Client and Wellworks agree that the scope of the Services shall include the following indicated Wellworks For You Services:

MANAGEMENT FEES	PRICE
300 Eligible Employees	\$2.55 PEPM
Setup Fee	WAIVED
Wellness Plan Year	September 2022

****Please Note: If the number of eligible employees fluctuates by more than 10%, then WW4U reserves the right to amend the above per employee, per month rate.***

TECHNOLOGY	PRICE
<p>Custom Wellness Portal with Smartphone App The Wellness Portal is a secure website for participants that provides various resources and tracking capabilities related to their company's wellness program. Features include health metrics tracking, programs and events calendar, wellness locker (forms, documents, and videos), appointment system, incentive tracking, fitness and nutrition dashboard, recipes and grocery lists, and more.</p>	Included
<p>Device/App Integration Users can sync device and app data from their Smartphone into the Wellness Portal's fitness and nutrition dashboard. Devices and apps include Apple watch, Fitbit, Garmin, Apple Health, Google Fit, Under Armor and more.</p>	Included
<p>e-Learning Educational Series with Quizzes The Wellworks For You e-Learning Series, available on the Wellness Portal, are self-study programs designed to educate, inform, and inspire behavioral change. Each e-Series includes educational videos and quizzes. Topics include diabetes, nutrition, weight management, heart health, stress management, and more. Live Coaching may be added for an additional fee.</p>	Included
<p>Know Your Number Risk Stratification Assessment (HRA) Know Your Number is an evidenced-based health risk assessment and education tool, which evaluates an individual's risk for 9 of the most costly, modifiable chronic diseases. A simple report displays an individual's disease risk and a peer risk comparison. The primary focus of the Know Your Number assessment is modifiable disease risk, or the risk that can be minimized with changes to behaviors and healthier lifestyle choices. This risk is graphically displayed to show the impact of each modifiable risk factor. One (1) aggregate report is included per wellness year. There is an additional cost for any additional reports.</p>	Included
FILE FEEDS	PRICE
<p>Upload Historical Data Wellworks will upload historical Biometrics data into the Portal from previous wellness programs. One year included and additional years can be posted for an additional fee.</p>	Included
<p>Batch Account Creation (Ongoing Monthly File Feed) Wellworks will create accounts in the Wellness Portal for all current eligible participants. All new hires and terminations will be sent to Wellworks via an ongoing file feed on a monthly basis. Additional costs may apply for more frequent feeds. An ongoing batch feed is designed to support clients who have both the volume of changes and the IT resources to automate the generation of the file. Client must provide Wellworks in an acceptable file format. (e.g. Excel, CSV). Automatic custom script file will be an additional fee if required.</p>	Included
<p>Single Sign-On Utilize SAML 2.0 Single Sign-On technology via Okta, ADFS, Azure, or the Identity Provider of your choosing to offer your participants convenient access to the Wellness Portal. We offer both Identity Provider Initiated Login and Service Provider Initiated Login for flexibility, as well as Account Provisioning functionality to automate the process of creating Wellworks accounts for your participants.</p>	\$2500 one-time setup fee
MARKETING/COMMUNICATIONS	PRICE
<p>Targeted Communications Wellworks will send targeted emails to users based on sign-up/participation status, including incentive eligibility, upcoming events, and more. Based upon the approved client communication strategy.</p>	Included

Program Reminders Wellworks will send program and event reminders via email to all eligible members throughout the year.	Included
Customized Electronic Marketing Materials Wellworks For You will design and provide custom electronic marketing materials throughout the wellness year specific to the final wellness plan and contract implemented. Options include posters, flyers, emails, brochures, postcards, electronic announcements and payroll stuffers.	Included
Monthly Wellness Newsletter Each month, Wellworks distributes our wellness newsletter to participating members. Topics generally align with monthly health observances and also include recipes, new health and wellness Smartphone app ideas, and more. Distribution method is determined during implementation.	Included
Texting Platform We can communicate with the employees via texting regarding programs, events, or health coaching sessions. This is an opt-in service.	Included
PROGRAM MANAGEMENT/REPORTING/SUPPORT	PRICE
Wellness Team/Account Management Wellworks For You will provide a dedicated Wellness Coordinator for your program who will help meet all of your wellness needs and goals. The Wellworks wellness team will assist in structuring your wellness program, including customization of materials (flyers, posters, etc.) sending communication reminders, upcoming event emails, monthly newsletters, and structuring your incentive program.	Included
Administrative Access with Real-time Reporting Capabilities Your team will have access to the backend of the Wellness Portal for management and reporting capabilities. Reports include: user logins, user registrations, page views, daily steps, event participation, and incentive eligibility.	Included
Incentive Management Tracking and Reporting Wellworks For You will work with you in customizing an incentive program to fit your demographics and needs. We can design a variety of program and incentive structures, including points-based, monetary-based, outcomes-based, tiered incentive programs, and participatory. We will tailor the program to include all wellness events and goals participants need to achieve throughout the wellness year to earn the incentive. Participants will have the ability to view their participation in the Wellness Portal.	Included
Comprehensive Program Reporting Wellworks will provide comprehensive year-end reporting for program and event participation, incentive eligibility, and more. Reports include, but are not limited to, registration and utilization reporting, challenge participation, incentive tracking reports, health coaching reports, and return on investment and utilization reports.	Included
HEALTH COACHING	PRICE
Telephonic Health Coaching (Incentivized Inbound) Include health coaching sessions as part of your incentive program structure. Participants would schedule sessions via the Wellness Portal and complete a certain amount of calls to earn credit towards the program. Pricing is determined by number of expected coaching calls per year.	\$110 per case
PREVENTATIVE SCREENINGS	PRICE
Biometrics (Fasting/Non-Fasting options) This comprehensive fingerstick screening package includes total cholesterol, LDL, HDL, TC/HDL ratio, glucose, blood pressure, height/weight, waist circumference, BMI, body fat percentage, triglycerides and health education. Pricing is not subject to a predetermined onsite frequency nor is there a minimum number of screenings required per onsite visit.	\$50 per participant, 30 participant minimum per event OR \$400 small site fee
Venipuncture Screenings Customize a blood draw screening event for your employees. Options include lipid panel, nicotine, PSA for men, Vitamin D, and more.	\$54 per participant, 30 participant minimum per event OR \$400 small site fee

<p>Lab Vouchers Wellworks works with various lab partners to deliver a voucher program so that participants can complete their lab work at a local participating lab facility.</p>	\$55 per participant
<p>Physician Results Form Tracking & Reporting Employees can visit their physician and submit their screening results to Wellworks by filling out the Physician Results form. The results will then be manually uploaded into the Wellness Portal and Know Your Number Health Assessment (if applicable). Can be used in place of completing an onsite screening/lab voucher.</p>	\$10 per form processed
<p>Supplemental Preventative Screening Form Tracking Wellworks will track participation for supplemental preventative visits throughout the wellness year, including dental, vision, mammogram, colonoscopy, etc. Includes tracking of up to three (3) screenings/exams.</p>	\$0.25 PEPM add-on
EDUCATION/ACTIVITIES	PRICE
<p>Wellness Challenges and Gamification Implementing a challenge for your employees through Wellworks For You allows you to design a challenge around the needs of your organization. Wellworks offers customization and flexibility within an array of challenge types, including walking and weight management. Our gamification technology makes challenges easy for both administrators and participants, including a challenge dashboard for easy tracking, real-time leader boards, team and individual challenges, challenge design flexibility, custom challenge goals, and more. Pricing is determined by quantity and frequency of challenges per year.</p>	4 included per program year
<p>FinFit Financial Wellness Platform without the Loan Option Employees will have access to the FinFit Financial Wellness Platform. FinFit is a comprehensive Financial Wellness employee benefit that offers a variety of tools and education to assist employees in meeting their financial goals. Includes one-on-one unlimited access to telephonic financial coaches.</p>	\$1.10 PEPM
<p>Wellbeats Integration Wellworks For You will activate the Wellbeats Integration for employees. Access provides access to over 500 high quality fitness, nutritional and meditation video library as well as access to individual challenges within the dashboard</p>	\$650 setup fee + \$0.65 PEPM
<p>WellBalance WellBalance is a comprehensive wellbeing program designed to give you the tools that you need to succeed and to improve the overall mental wellbeing of your employees. Our program evaluates employee behavioral factors as well as physical health and social needs to create a metric of their overall wellbeing. We will identify the presence of issues in employee physical, social, or behavioral functioning, and guide employees to avenues where they can access relevant resources through our targeted education system. Our technology's ability to identify problem areas and provide relevant resources to employees helps streamline the behavioral care process and ensure that employees are supported from the beginning to the end of their behavioral health journey. Includes Mindyra solution + Focus5 module.</p>	\$1.25 PEPM

FIRST AMENDMENT TO THE GENERAL TERMS AND CONDITIONS OF THE
WELLNESS PROGRAM SERVICES AGREEMENT

This First Amendment to the General Terms and Conditions of the Wellness Program Services Agreement is made and entered into this 25th day of July, 2023 by and between the City of Cedar Falls, Iowa (hereinafter “City”), and **TMA @ Your Service, LLC (Wellworks for You)** (hereinafter “Contractor”).

WHEREAS, the City and the Contractor entered into a certain Goods and Services Agreement for the computer based web page portal dated September 6, 2022 which established the terms and conditions to be used for assistance in the City’s Wellness Program (hereinafter the “Agreement”); and

WHEREAS, pursuant to the terms of the Agreement, changes in the scope of services or changes in compensation may be made by written amendment; the parties agree that all of the terms and conditions of the Agreement, including Exhibits, remain the same and are hereby ratified and confirmed, except as otherwise expressly modified in this First Amendment; and

WHEREAS, the City has been satisfied with the services and wishes to extend the Agreement an additional year pursuant to the provisions of Article 5.1; and

WHEREAS, the request to change the scope by adding a new option for a mental health app was received by the City on July 17, 2023; and

WHEREAS, amending the Agreement to benefit employees of Cedar Falls is an appropriate use of funds and in the best interest of the employees of the City of Cedar Falls.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Add to Exhibit A the following:

- Preventative Screenings
 - Aiberry Mental Health Screening Technology
 - \$3.15 x 266 (eligible employees)

Total Increase = \$900

IN WITNESS WHEREOF, City and Contractor have executed this First Amendment to the Wellness Program Services Agreement of the City of Cedar Falls, Iowa, effective as of the date first stated above.

AGENCY:

TMA @ Your Service, LLC)
("WellWorks for You")

BY: Thomas M. Tegler

ATTEST: Thomas M. Tegler

DATE: 07/25/2023

CITY:

CITY OF CEDAR FALLS, IOWA

BY: _____

ATTEST: _____

DATE: _____



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: July 31, 2023
SUBJECT: Industrial Park Property Sale: KATZ Properties, LLC
 Location: 8,000 square feet of land, located just west of 6317
 Development Drive within the West Viking Road Industrial Park.

Attached for your review and approval is an Offer to Buy Real Estate and Acceptance with KATZ Properties, LLC for the purchase of an 8,000 square foot area of land located behind the existing KATZ Properties, LLC property at 6317 Development drive, within the West Viking Road Industrial Park.

The owner of KATZ Properties, LLC, Todd Miller, approached the City as the development of the industrial park expansion area began last year. Mr. Miller expressed an interest in acquiring some additional land behind his existing property, as there is an overhead door behind the existing building that is difficult to access due to the relatively narrow drive area behind the building. In order to allow additional room for truck maneuvering for deliveries in the back of the building, Mr. Miller would like to expand the vehicular use area in the back of the property, which will make access into and out of the rear of the building easier.

The land area in question to be sold by the City to KATZ Properties, LLC is 200' wide by 40' deep, for a total of 8,000 square feet. The agreed upon purchase price for this area is \$20,000, or \$2.50 per square foot. This amount was agreed upon after taking into consideration the current development costs of this area, as well as the cost to the City to plat this outlot, which was included in the overall platting of this area last year.

Attached for your review is the Offer to Buy Real Estate and Acceptance contract prepared by City Attorney Kevin Rogers covering the property to be sold to KATZ Properties, LLC from the City of Cedar Falls. The attached document has been executed by the above property owner.

RECOMMENDATION

Staff recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for the real estate owned by the City of Cedar Falls to be sold to KATZ Properties, LLC.

If you have any questions regarding the proposed purchase offer, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator



KATZ Properties, LLC
 6317 Development Drive
 8,000 sq. ft. Land Purchase

Item 22.

Innov

Venture Way

KATZ Properties, LLC

Land to be Purchased
 by KATZ Properties, LLC

200'

40'

**L&N
 Transportation**

Development Dr



1" = 297'



**OFFER TO BUY REAL ESTATE AND ACCEPTANCE
CITY OF CEDAR FALLS, IOWA
KATZ PROPERTIES, LLC**

TO: KATZ Properties, LLC, (BUYERS)

The undersigned BUYER, KATZ Properties, LLC, hereby offers to buy and the undersigned SELLER, the City of Cedar Falls, Iowa, by its acceptance agree to sell the real property situated in Black Hawk County, Iowa, legally described as:

Outlot V, West Viking Road Industrial Park Phase V, Black Hawk County, Iowa,

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for development.

1. **PURCHASE PRICE.** The Purchase Price shall be \$20,000.00 payable in full at closing.
2. **SPECIAL ASSESSMENTS.**
 - A. SELLER shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance.
 - B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER'S possession, including those for which assessments arise after closing, shall be paid by SELLER.
 - C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.
 - D. BUYER shall pay all other special assessments or installments not payable by SELLER.
3. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
4. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on or before September 1, 2023, and any adjustments of rent, insurance, interest and all charges attributable to the SELLER'S possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYER and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agrees to permit BUYER to inspect the Property at any time prior to closing to assure that the premises are in the condition required by this Agreement. If

possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed:

- A. Upon the delivery of the title transfer documents to BUYER and receipt of all funds then due at closing from BUYER under the Agreement.
5. **CONDITION OF PROPERTY.** The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted. SELLER makes no warranties, expressed or implied, as to the condition of the property.
- A. BUYER acknowledges that it has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.
6. **ABSTRACT AND TITLE.** SELLER, at its expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance, and deliver it to BUYER'S attorney for examination. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.
7. **SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, or otherwise, BUYER shall pay the costs thereof. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.
8. **ENVIRONMENTAL MATTERS.**
- A. SELLER warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks.
- B. BUYER may at its expense obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER.

9. **DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Quit Claim Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement.
10. **STATEMENT AS TO LIENS.** All liens on the Property shall be cleared by SELLER, or, at BUYER'S option, may be withheld from the Purchase Price at the time of closing.
11. **USE OF PURCHASE PRICE.** At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
12. **REMEDIES OF THE PARTIES.**
- A. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to it.
- B. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.
13. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.
14. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, neutral or other gender according to the context.
15. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.
16. **CERTIFICATION.** BUYER and SELLER each certifies that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
17. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYER that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.
18. **ADDITIONAL TERMS AND CONDITIONS.** SELLER shall be responsible for any transfer tax on the transaction, which may be withheld from the Purchase Price at time of closing and paid by BUYER. BUYER may obtain an opinion from a licensed attorney as to title to the Property, at BUYER'S cost. The recording fees for any mortgage and any other lien release or release of any other interest shall be paid by SELLER. The recording fees for the Quit Claim Deed shall be paid by BUYER.

17.ACCEPTANCE. When accepted and approved by the Cedar Falls City Council, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before August 15, 2023, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER. If accepted by SELLER at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted ^{TEO MILLER} DBA KATZ PROPERTIES LLC

Dated _____

BUYER

SELLER

KATZ PROPERTIES LLC
KATZ Properties, LLC

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

Attest: _____
Jacqueline Danielsen, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green
FROM: Michelle Pezley, AICP, Planner III
DATE: August 7, 2023
SUBJECT: CDBG Owner Occupied Repair contract with Daniel's Home Improvement

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds that support several programs, including housing rehabilitation and repair for income-qualifying residents.

At the bid opening held on June 6, 2023, Iowa Northland Regional Council of Governments (INRCOG) received one bid from a Daniel's Home Improvement for the Owner-Occupied rehabilitation project at 912 Calumett Drive. With small projects like these, it is common to see only one bid.

The project consists of replacing part of the concrete driveway from the front of the house to the rear of the main house, which includes replacing steps on the side door and adding handrails and guardrails next to exterior stairs as required by the building code and installing a drain in front of the garage. The project also includes replacing the side storm door and new vinyl windows in the kitchen.

There have been a few revisions of the scope of work between the contractor, INRCOG, and the property owner. The final scope of work for the City Council's approval is attached and labeled Exhibit A dated 7/31/23. The bid total is for \$10,945.00. The contract total will be \$11,165.00, which includes the city permit fees.

The Housing Commission reviewed the proposal and recommended that the City Council approve the contract.

Please contact staff with any questions. Thank you.

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development
 Karen Howard, AICP, Planning & Community Services Manager

**COMMUNITY DEVELOPMENT BLOCK GRANT
OWNER-OCCUPIED REHABILITATION CONTRACT**

This Contract made the day hereinafter set forth by and between Linda A. Seather, hereinafter referred to as the "Owner" and Daniel's Home Improvement, hereinafter referred to as the "Contractor."

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 912 Calumett Drive, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. 1-23-693 of the Community Development Block Grant (CDBG) Program

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. Improvements: The improvements to be made and/or constructed by the Contractor are identified in in the Housing Rehabilitation Project Write Up referred to in Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement. Contractor will also follow the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 and available on the City's website or upon request.

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Equal Employment Opportunity: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, 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 of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) 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, creed, color, sex, or national origin.
- (c) 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, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses 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 Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) 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 Orders 11246 and 11375 so that such provisions

REPAIR CONTRACT
 Project # 1-23-693
 6/6/2023

will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the property owner 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 property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. Economic Opportunities for Section 3 Residents/Business Concerns: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

Section 7. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 20 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 60 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 8. Insurance: The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Commercial general liability insurance coverage shall be written on an "occurrence" basis. The CGL policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Section 9. Changes in the Work: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 10. Releases of Liens: The Contractor shall submit to the City a release of all mechanics and material liens prior to final payment of the consideration set forth hereafter.

Section 11. Compensation: The City agrees to compensate the Contractor \$ 11,165.00
Leave blank - to be completed by City after calculating permit costs
for the services and the materials to be provided herein.

Section 12. Payment for Completed Work or Materials Ordered: The Contractor will be paid all but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The City may reimburse the Contractor for materials included on Exhibit A that are ordered and paid for by the Contractor, at any time after this Contract is approved by the City upon providing an invoice.

Section 13. Provision for the Owner: Owner will permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering and furniture as necessary. The Owner is prohibited from doing any work or hiring any person to do any work to the Owner's home or property at any time prior to the date of final inspection for this project that will interfere with or adversely impact the Contractor's scope of work, with the exception of emergency repairs. The Owner shall notify the City and Contractor in advance regarding any emergency work or repairs that are to be done, and no such emergency work or repairs shall be done without the approval of the City and the Contractor.

Section 14. Occupancy Provision: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 15. Condition of Premises: Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

Section 16. Interest of Housing Commission and Local Public Officials. No members of the Housing Commission of the City who exercises any functions or responsibilities, and no member of the City Council of the City of Cedar Falls shall have any interest, direct or indirect, in this contract.

Section 17. Disputes: Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Standard Specifications for Housing Rehabilitations adopted in September 2015, or workmanship will be mediated by the City, and a written determination of finding will be provided to the Owner and Contractor. If any interested party desires to contest such finding, a written request for an appeal hearing shall be submitted to the City representative, who shall set a date for such hearing with the Housing Commission. The Commission will then hold an appeal hearing and make a determination

of resolution in writing to both parties. Should either party contest the decision, a request to appeal may be made to the Mayor. The Mayor will then ask the City Council to make the determination of resolution. The decision of the City Council shall be final and binding on all interested parties.

Any binding provisions between the Owner and Contractor shall be set forth in this Contract; the City shall not become involved in a dispute between the Owner and the Contractor arising from work performed outside this Contract.

Section 18. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 (available on the City's website or upon request) and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 19. Engineering Surveys, Permits, Fees, and Licensing: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same. The contractor shall meet all local licensing requirements.

Section 20. Inspection of Work: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 21. Defects after Completion: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 22. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 23. Nonliability of the City and Indemnification: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. Default: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. Termination: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. Condition for Validity of Agreement: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. Prohibition Against "Kick-Backs": The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, 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 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.
- (b) Civil Rights. For all CDBG-funded projects, 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.
 - 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.

(c) 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."

Exhibit A: CDBG Rehabilitation Scope of Work 7/31/23

Linda Seather
 912 Calumett Drive
 Cedar Falls, IA 50613

Addendum: Changes in ~~Strikethrough~~ and Underline

Line Item	Scope of Work	Rehab Manual Section	Daniel's Home Improvement
EXTERIOR			
1	Install vinyl replacement windows in the kitchen (2 windows). Touch up any loose or damaged paint on the stops, sills or trim after the window installation. Replace all deteriorated exterior trim and paint to cover the trim & exposed wood. Requires Lead Safe Work Practices	900.512	\$1,400.00
2	Remove all loose and cracked window putty on the three front living room windows. Scrape and paint all exposed wood. Requires Lead Safe Work Practices	900 1300	\$325.00
3	Install a heavy duty wrought iron handrail and guard rails on <u>two of three</u> sets of steps.	2000.3	\$1,275.00
4	Replace any deteriorated wood on the rear addition and apply a penetrating sealer/stain-	1300	\$0.00
5	Remove the concrete driveway from the front of the house to the rear of the main house, approximately 30 feet X 14 feet. Replace the concrete driveway to include removing and resetting the steps at the side door. The concrete is to be 5" thick with rerod if required by city codes. Replace front walkway from driveway to front steps.	300	\$7,245.00
6	Replace the storm door at the side entrance.	900.53	\$500.00
OTHER			
7	Lead Safe Work Practices - Site preparation and cleanup.		\$ 200.00

Bid Total: \$ \$10,945.00

ALTERNATES			
1	<p>In lieu of Line Item 2 above, install vinyl replacement casement windows in the three front living room windows. Touch up any loose or damaged paint on the steps, sills or trim after the window installation. Replace all deteriorated exterior trim and paint to cover the trim & exposed wood. Requires Lead Safe Work Practices</p>	900.512 300	\$0.00 \$3,600.00
2	<p>Remove the concrete driveway from the front city sidewalk to the front of the house, approximately 24' x10'. The concrete is to be 5" thick with rerod if required by the city codes.</p> <p>Install vinyl replacement windows in the foundation (5 windows). Touch up any loose or damaged paint on the steps, sills or trim after the window installation. Replace all deteriorated exterior trim and paint to cover the trim & exposed wood. Requires Lead Safe Work Practices</p>	1250	\$0.00
3	<p>Remove the concrete driveway from the rear corner of the house to the garage, approximately 24' x18'. The concrete is to be 5" thick with rerod if required by the city codes.</p> <p>Replace all concrete from the front of the house back to the garage with pads under all three steps and front sidewalk.</p> <p>Cut out the concrete in front of the garage and install a drain across the front to the garage. Make all concrete repairs needed for the installation.</p>	300 300 200	\$5,875.00 \$0.00 \$700.00

This home is presumed to contain lead based paint; therefore certain items are noted where the disturbance of lead paint is expected. ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.

Lead safe work practices include but may not be limited to:

- Protecting occupants by informing them of times and locations of lead hazard reduction activities in advance of such work, so that special alternative housing arrangements can be made prior to safe lead clearance testing, if required.
- Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required.
- Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms.
- Disposing of lead paint chips, dust and residue as required by landfill.

Exhibit B
FEDERAL REGULATIONS PROHIBITING USE OF
LEAD-BASED PAINT AND ELIMINATION OF
LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: August 7, 2023
SUBJECT: Community Development Block Grant - Grant Administration and Technical Services
 Federal Fiscal Year 2023 (City FY2024)

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME funds. In Federal Fiscal Year 2023, funding for the entitlement CDBG program is \$321,652. 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 Council recently adopted the Federal Fiscal Year 2023 Annual Action Plan to include the following activities:

Activity	FFY23 AAP Proposal
Maintain Existing Affordable Housing: Owner Occupied Rehabilitation	\$40,000
Maintain Existing Affordable Housing: Renter Occupied Rehabilitation	\$20,000
Preserve Existing Affordable Housing: Code Enforcement	\$0
Prevent Homelessness Through Agency and Organizational Support (Service Agencies – capped at 15% of annual allocation)	\$39,248
Neighborhood Infrastructure Improvements (i.e. Street, Sewer, Water)	\$160,074
Provide Access to Transportation Services	\$0
Neighborhood Accessibility Improvements (i.e Sidewalks, Trail, Curb Cuts)	\$10,000
Neighborhood Recreational Amenities (i.e Parks, Playgrounds, Trees)	\$0
Conduct Demolition and Clearance Activities	\$0
CDBG Planning and Administration (capped at 20% of annual allocation)	\$52,330
FFY23 Total (including carryover/reallocation)	\$321,652

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 \$44,000.

The City Attorney has reviewed the contract. Staff recommends continuing services with INRCOG in FFY23 (City FY24). Attached is the proposed agreement with all required attachments.

This proposal meets City Council Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner.

Please contact me with any questions. Thank you.

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development
Karen Howard, AICP, 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 2023 in Cedar Falls, Iowa

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 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 \$44,000 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 Additional Exhibits attached as follows:

Exhibit B – Insurance Requirements for Goods & Services Contract

Exhibit C – Required Federal Contract Language

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: Executive Director

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; Brian Schoon, Executive Director of INRCOG _____

By:  _____

Its: _____

Date: 7/25/2023

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 Support Federal Fiscal Year 2023 Projects in Cedar Falls, Iowa

SCOPE OF WORK **CDBG GRANT PROJECT SUPPORT FOR FFY 2023 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

- Brian Schoon, Executive Director (bschoon@inrcog.org);
- Isaiah Corbin, Director of Development (icorbin@inrcog.org);
- Cindy Knox, Housing Planner II (cknox@inrcog.org);
- Rose Phillips, Housing Planner II (rphillips@inrcog.org).

Brian Schoon has been employed by INRCOG since September 1991 and is currently serving as the Executive Director. 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.

CDBG Entitlement Housing Services
Cedar Falls, Iowa

Isaiah Corbin became employed with INRCOG in January of 2021 as Community Planner II. He has a Bachelor of Arts degree in Political Science from Wartburg College as well as a Master of Public Policy degree from the University of Northern Iowa. In his role as planner, he has been responsible for a wide range of federal and state grants including CDBG, BRIC, and EDA awards. Isaiah has been responsible for the development of several plans, including the recent CEDS Plan for INREDC. Since 2023, he has taken the role of Director of Development which includes project administration and planning efforts for community and economic development, housing, and waste management. Prior to his role at INRCOG, he worked in the nonprofit arena at a local hospital and 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 2023 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: \$6,000 (Program Administrative Cost-PAC)*
- **Agency Awards Program (to City-Determined Agencies)**
 - Approximately Six (6) Agencies (Includes 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: \$5,500 (ADC)*
- **Rental Rehabilitation and Repair**
 - General and Technical Services
 - *INRCOG Expense: \$5,500 (ADC)*
- **Code Enforcement (Tree Replacement)**
 - Spec book, Bidding, Davis-Bacon, Payroll Management, Contractor clearances
 - *INRCOG Expense: \$2,000 (ADC)*
- **Neighborhood Infrastructure (Sanitary Sewer Lining)**
 - Spec book, Bidding, Davis-Bacon, Payroll Management, Contractor clearances
 - *INRCOG Expense: \$10,000 (ADC)*
- **Neighborhood Access (Sidewalks)**
 - Spec book, Bidding, Davis-Bacon, Payroll Management, Contractor clearances
 - *INRCOG Expense: \$2,000 (ADC)*
- **Reports and Plans**
 - 2023 Action Plan; CAPER; Davis-Bacon; Section 3
 - *INRCOG Expense: \$6,000 (PAC)*

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, 2024. INRCOG may propose an extension to the

CDBG Entitlement Housing Services
Cedar Falls, Iowa

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, 2024 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 years(s) may also be discussed at that time.

Exhibit B

Community Development Block Grant (CDBG) Funding Project Support for Federal Fiscal Year 2023 Services for Projects in Cedar Falls, Iowa

01-19-2022

INSURANCE REQUIREMENTS FOR GOODS & SERVICES FOR THE CITY OF CEDAR FALLS

This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "Contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract. The term "Agreement" herein shall mean the agreement of which this Exhibit forms a part.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 3-4 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement,

to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 6-12 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

8. Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

<i>Required Endorsements - sample endorsements Pages 7-11 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity - Code of Iowa §670.4)	Equivalent to sample on Page 7 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit (<i>if applicable</i>)	CG 25 03 05 09 or Equivalent

B. Automobile Liability

Coverage is required for non-owned and hired vehicles, if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	<i>if required</i>

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
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ENDORSEMENTS

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent. See specimens on Pages 9-10 of this Exhibit.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

**WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US
(Waiver of Subrogation Endorsement)**

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Exhibit C

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: 319-268-5126
 www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: August 7, 2023
SUBJECT: HOME Investment Partnership Program - Technical Services

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. The total cost for INRCOG's services as outlined in the attached contract is \$20,000.

The City Attorney has reviewed the contract. Staff recommends entering into an agreement with INRCOG for this needed support. Attached is the proposed agreement with all required attachments.

This proposal meets City Council Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner.

Please contact me with any questions. Thank you.

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development
 Karen Howard, AICP, 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 2023
 Projects in Cedar Falls, Iowa

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 Additional Exhibits attached as follows:

- Exhibit B – Insurance Requirements for Goods & Services Contract
- Exhibit C – Required Federal Contract Language

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: Executive Director

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: Brian Schoon, Executive Director of INRCOG _____

By:  _____

Its: _____

Date: 7/25/2023

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit A

Home Investment Partnership (HOME) Program Funding: Project Support Federal Fiscal Year 2023 Projects in Cedar Falls, Iowa

SCOPE OF WORK **HOME GRANT PROJECT DELIVERY FOR FFY 2023 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

- Brian Schoon, Executive Director (bschoon@inrcog.org);
- Isaiah Corbin, Director of Development (icorbin@inrcog.org);
- Cindy Knox, Housing Planner II (cknox@inrcog.org);
- Rose Phillips, Housing Planner II (rphillips@inrcog.org).

Brian Schoon has been employed by INRCOG since September 1991 and is currently serving as the Executive Director. 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.

Isaiah Corbin became employed with INRCOG in January of 2021 as Community Planner II. He has a Bachelor of Arts degree in Political Science from Wartburg College as well as a Master of Public Policy degree from the University of Northern Iowa. In his role as planner, he has been responsible for a wide range of federal and state grants including CDBG, BRIC, and EDA awards. Isaiah has been responsible for the development of several plans, including the recent CEDS Plan for INREDC. Since 2023, he has taken the role of Director of Development which includes project administration and planning efforts for community and economic development, housing, and waste management. Prior to his role at INRCOG, he worked in the nonprofit arena at a local hospital and 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 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 City 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*

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, 2024. 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, 2024, 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 years(s) may also be discussed at that time.

Exhibit B

Community Development Block Grant (CDBG) Funding Project Support for Federal Fiscal Year 2023 Services for Projects in Cedar Falls, Iowa

01-19-2022

INSURANCE REQUIREMENTS FOR GOODS & SERVICES FOR THE CITY OF CEDAR FALLS

This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "Contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract. The term "Agreement" herein shall mean the agreement of which this Exhibit forms a part.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 3-4 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement,

to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 6-12 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

8. Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

<i>Required Endorsements - sample endorsements Pages 7-11 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity - Code of Iowa §670.4)	Equivalent to sample on Page 7 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit (<i>if applicable</i>)	CG 25 03 05 09 or Equivalent

B. Automobile Liability

Coverage is required for non-owned and hired vehicles, if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	<i>If required</i>

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
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ENDORSEMENTS

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent. See specimens on Pages 9-10 of this Exhibit.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

**WAIVER OF TRANSFER OF RIGHTS
OF RECOVERY AGAINST OTHERS TO US
(Waiver of Subrogation Endorsement)**

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Exhibit C
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.



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, Oper./Maint. Division Manager
DATE: July 20, 2023
SUBJECT: Equipment Purchase

As scheduled in the Vehicle Replacement Program for FY24, Public Works has listed a replacement vehicle to be utilized in the park section. This vehicle is intended to replace two units; an aging pickup truck that will be disposed from the city fleet and a truck that was recently damaged beyond repair in a vehicle accident.

Quotations were sought for a used replacement truck. Following is a summation of those quotes.

- Stivers Ford (used 2013 F-250) \$24,000
- Deery Motors (used 2021 F-250) \$46,680
- Witham Ford (new 2023 F-250) \$58,000

The vehicle from Stivers had noticeable corrosion and body damage, therefore will not be considered. The vehicle from Deery Motors includes a stainless-steel V body material spreader that will benefit winter snow removal operations.

The amount budgeted in the Vehicle Replacement Program for the replacement pickup is \$20,000.00. If approved, the funding shortfall will be made up from liability based on the value of the damaged truck. Lastly, the V- Body material spreader will be funded from street construction funds.

Based on the above information, the public works department is seeking approval for the expenditure of funds to purchase the 2021 F-250 from Deery Motors at a cost of \$46,680.00

Please feel free to contact me if you have questions or concerns.

CC: Chase Schrage, Public Works Director



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: Ben Claypool, PE, PhD, Principal Engineer

DATE: July 31, 2023

SUBJECT: Viking Rd and Prairie Parkway Intersection Improvements Project
 Application for Traffic Safety Improvement Program Funding
 City Project Number: RC-232-3308

Each year, the Iowa Department of Transportation (Iowa DOT) accepts applications for traffic safety improvements through the Traffic Safety Improvements Program (TSIP). TSIP's are due to the DOT by August 15th, but the earlier submitted, the better. These are competitive grants and each year there are projects that are not considered for funding.

The intersection of Viking Road and Prairie Parkway was studied by AECOM (completed January 2019). That study recommended the intersection be converted into a roundabout in order to improve the safety and capacity of the intersection. The intersection of Viking Road and Prairie Parkway in Cedar Falls is currently stop controlled on Prairie Parkway and through traffic on Viking Road. The overall existing Level of Service (LOS) for this intersection is a A with the southbound approach C. With projected traffic counts into the future, this southbound approach would fall to a LOS of D. The proposed LOS on opening day with a roundabout is A for all approaches at this intersection.

The City's consultant for the Viking Road and Prairie Parkway Intersection Improvements Project, Snyder and Associates, upon approval by Council will submit the application to the Iowa DOT for the funding request. The Viking Road and Prairie Parkway Intersection Improvements application for Traffic Safety Improvement Program Funding is attached. The project could be awarded up to \$500,000.00 in TSIP Funds upon approval by the Iowa DOT. Eligible project costs for construction would be reimbursed by the Iowa DOT and do not require a match.

The Engineering Division recommends acceptance of the Application for the Traffic Safety Improvement Program Funding for the Viking Road and Prairie Parkway Intersection Improvements Project. We are asking for a resolution in support of the application.

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

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

RESOLUTION

RESOLUTION AUTHORIZING THE CITY OF CEDAR FALLS, IOWA, TO MAKE AN APPLICATION TO THE IOWA DEPARTMENT OF TRANSPORTATION TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP) FOR THE PARTIAL FUNDING OF THE PRAIRIE PARKWAY AND VIKING ROAD INTERSECTION IMPROVEMENTS, WHICH INCLUDES RECONSTRUCTING THE INTERSECTION AS A ROUNDABOUT.

WHEREAS, the Iowa Department of Transportation has established the TSIP and provides funding for locations where vehicular safety is a concern and documented; and

WHEREAS, said program allows for funding to be provided to local jurisdictions for eligible transportation projects or programs that will improve traffic safety at a specific site or corridor with a crash history; and

WHEREAS, the City of Cedar Falls has determined that by reconstructing the intersection of Prairie Parkway and Viking Road as a roundabout will help reduce crashes, thus improving safety:

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

1. The City Council supports and approves the attached application for TSIP funding.
2. The City Council hereby commits the additional City funds necessary for construction of the project beyond any TSIP funding.
3. The City Council hereby commits to accepting and maintaining these improvements.
4. The Mayor is hereby authorized to execute the application on behalf of the City.

PASSED AND APPROVED this 7th day of August, 2023.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



Application for SITE-SPECIFIC TSIP FUNDS

GENERAL INFORMATION

DATE: 8/15/2023

Location / Title of Project Intersection of Viking Road and Prairie Parkway

Applicant Cedar Falls, IA

Contact Person Chase Schrage Title Director of Public Works

Complete Mailing Address 2200 Technology Parkway
Cedar Falls, IA 50613

Phone (319) 268-5170 E-Mail chase.schrage@cedarfalls.com
(Area Code)

If more than one highway authority is involved in this project, please indicate and fill in the information below (use additional sheets if necessary).

Co-Applicant(s) _____

Contact Person _____ Title _____

Complete Mailing Address _____

Phone _____ E-Mail _____
(Area Code)

PLEASE COMPLETE THE FOLLOWING PROJECT INFORMATION:

Funding Amount

Total Safety Cost \$ 570,000

Total Project Cost \$ 3,200,000

Safety Funds Requested \$ 500,000

Does this project appear on a Safety Improvement Candidate List or is there a safety study recommendation for this project?

Yes – Explain The Intersection Lifecycle Cost Comparison Analysis - Viking Road & Prairie Parkway compared traffic signal and roundabout alternatives, and recommended a roundabout.

No

APPLICATION CERTIFICATION FOR PUBLIC AGENCY

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating public agency(ies). I understand the attached resolution(s), where applicable, binds the participating public agency(ies) to assume responsibility for any additional funds, if required, to complete the project. In addition, the participating public agency(ies) agrees to maintain any new or improved public streets or roadways for a minimum of five years.

I understand that, although this information is sufficient to secure a commitment of funds, a firm contract between the applicant and the Department of Transportation is required prior to the authorization of funds.

Representing the City of Cedar Falls

Signed: _____
Signature Date Signed

Rob Green, Mayor
Printed Name

Attest: _____
Signature Date Signed

Jacqueline Danielsen, City Clerk
Printed Name

**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: July 28, 2023

SUBJECT: Fiber Optic License Agreement
Windstream Intellectual Property Services, LLC
Leversee Road

Enclosed is a proposed License Agreement between the City of Cedar Falls and Windstream Intellectual Property Services, LLC to install an additional long-distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, to extend and upgrade services owned by Windstream intellectual Property Services, LLC along Leversee Road.

The City of Cedar Falls has entered into previous license agreements with Windstream Intellectual Property Services, LLC. The proposed License Agreement follows the terms and conditions set forth in the earlier agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division of the Public Works Department recommends your approval of this proposed License Agreement.

xc: David Wicke, PE, City Engineer
Chase Schrage, Director of Public Works
Lisa Roeding, Controller/City Treasurer

Prepared by: Matthew Tolan, 220 Clay St., Cedar Falls, IA 50613, (319) 273-8600

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and Windstream Intellectual Property Services, LLC., whose address is 1720 Galleria Boulevard, Charlotte, NC 28270, (hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system which shall include all equipment owned, operated, leased or subleased in connection with the operation of one (1) fiber optic cable for data transmission and connection starting at a new utility vault that is one hundred and sixteen (116') feet north of the centerline of East Lone Tree Road and twenty nine (29') feet west of the centerline of Leverage Road extending sixty (60') feet easterly under Leverage Road in Cedar Falls, Iowa and then continuing into the right-of-way of Waterloo, Iowa, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of approximately thirty (30') linear feet of new fiber optic cables in Cedar Falls, Iowa, subject to all rights and powers of the City under federal and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this

Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an application by Licensee to the City for a separate license within a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities shall consist of one (1) two (2") inch High Density Polyethylene ("HDPE") with ninety-six (96) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the duct and sewers, culverts and/or waterways shall be 36 inches (36").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 18th day of July, 2023, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of ~~\$86.18~~ payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of ~~\$8.62~~ payable by Licensee to the City, for one (1) year period following the conclusion of the term provided in Section 2, and continuing for succeeding one (1) year terms, until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual license fee

is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than October 1st of each year. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding one (1) year term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:

- a. Licensee ceases to do business in the State of Iowa; or
- b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
- c. The end of the economic life of Licensee's System and the need for its replacement; or
- d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related

infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City right-of-way beyond those specifically described on Exhibit "A," or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for in this Agreement. Any such additional work beyond that described in this Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Public Works Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements, the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all

necessary fees, unless the repairs involve emergency repairs, whereupon Licensee shall meet and confer with the City regarding the repair work and the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditious manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory

manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers,

storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of request. Licensee agrees to enroll as a member of the "Iowa One Call System," and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked "Exhibit B," are Licensee's approved construction drawings. Upon completion of the installation of Licensee's facilities, Licensee shall promptly furnish to the City complete and accurate copies of "as built" plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee's conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or

- (2) Seek specific performance; or
- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or
- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. Liability, Indemnification and Insurance. The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public right-of-ways or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. Severability. In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. Assignment. Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to Licensee upon a showing to the reasonable satisfaction of the City that such third party

has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. Vacation of Public Right-of-Way. As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. Transfer of Title. If Licensee abandons its System for a period of twelve (12) months or longer, then at City's option, the City may effectuate a transfer of all Licensee's right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Public Works Department a notice of continued use within thirty (30) days after City's written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black Hawk County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

27. Delivery of Notices. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City:	City of Cedar Falls, Iowa Attn: City Clerk 220 Clay Street Cedar Falls, IA 50613
-----------------	---

If to Licensee:	Windstream Intellectual Property Services, LLC. 1720 Galleria Boulevard Charlotte, NC 28270
-----------------	---

28. Federal, State and Local Laws. This Agreement is subject to all applicable federal, state and local laws, including without limitation, The Communications Act of 1934, as amended, The Telecommunications Act of 1996, as amended, Chapter 480A, Code of Iowa, and Chapter 27, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa.

STATE OF IOWA)
)
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 20____,
by Robert M. Green, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the
City of Cedar Falls, Iowa, an Iowa municipality.

Notary Public in and for said State

My Commission Expires:

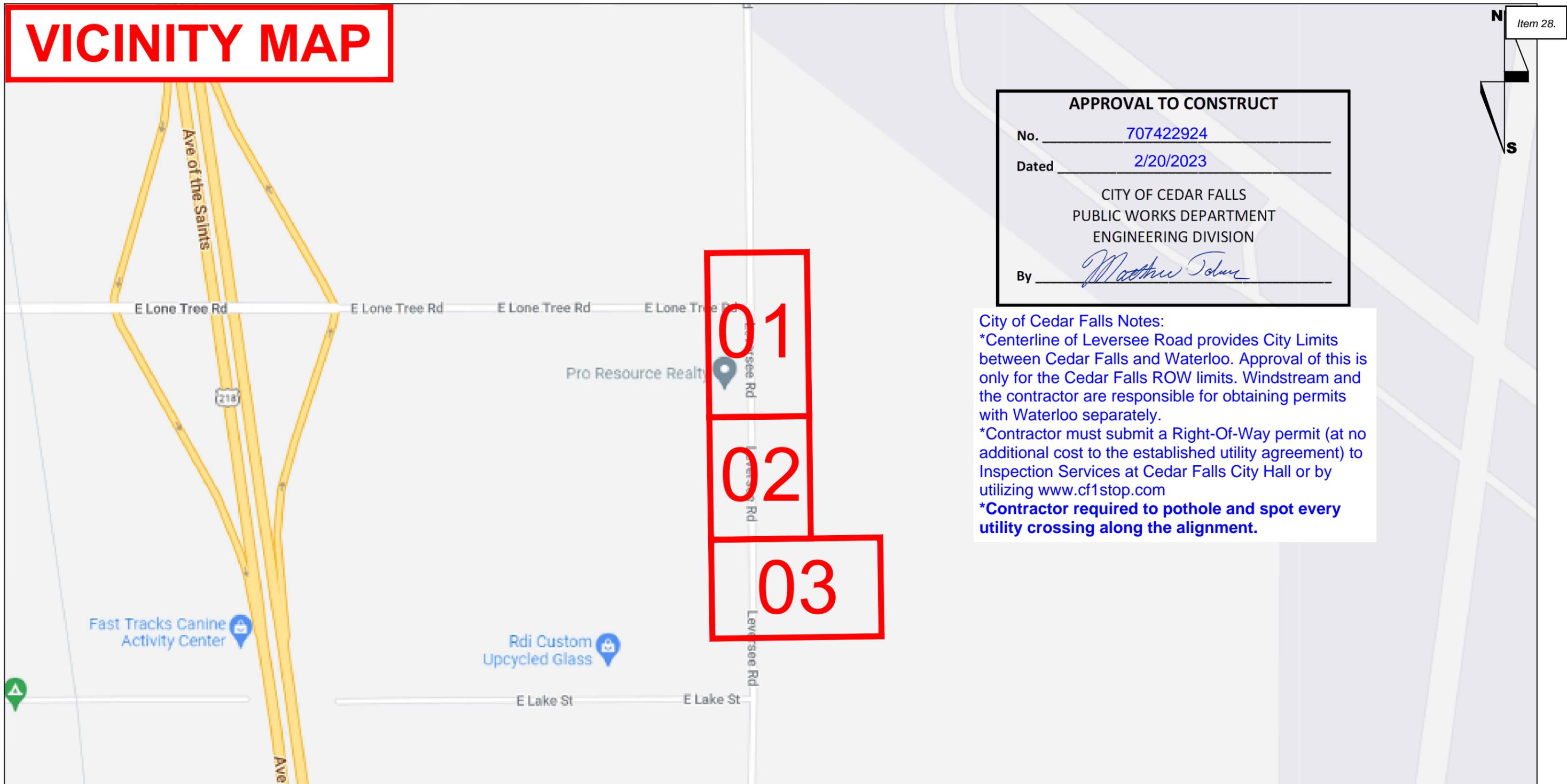
EXHIBIT A**TEXT DESCRIPTION OF ALIGNMENT FOR Windstream Intellectual Property Services, LLC. FIBER OPTIC CABLE INSTALLATION IN CEDAR FALLS**

The facility shall consist of one (1) two (2") inch diameter High-Density Polyethylene (HDPE) duct with 48 count fiber cable installed at minimum depths of: sixty (60") inches below public roadways, forty-eight (48") inches below private driveways, and forty-two (42") inch "plan depths" in grassed areas.

In general terms, within the right-of-way of Leverage Rd Road and more particularly described as follows:

THIS PROJECT IS TO PLACE CABLE IN THE ROW OF LEVERSEE RD , IOWA STARTS AT GPS: 42.561493,-92.416355 AND ENDS AT GPS: 42.561494,-92.416242 AT THE CROSSING OF WEST SIDE OF LEVERSEE ROAD CENTER LINE PLACEMENT WILL BE DONE THROUGH BORING AND PLACING 2" INNERDUCT PULL 48 WS FOC & TRACERWIRE PLUS PLACING 1 NEW BDO-CWDM HANDHOLE.

VICINITY MAP



APPROVAL TO CONSTRUCT

No. 707422924

Dated 2/20/2023

CITY OF CEDAR FALLS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

By *Matthew Tolman*

City of Cedar Falls Notes:
 *Centerline of Leverage Road provides City Limits between Cedar Falls and Waterloo. Approval of this is only for the Cedar Falls ROW limits. Windstream and the contractor are responsible for obtaining permits with Waterloo separately.
 *Contractor must submit a Right-Of-Way permit (at no additional cost to the established utility agreement) to Inspection Services at Cedar Falls City Hall or by utilizing www.cf1stop.com
 *Contractor required to pothole and spot every utility crossing along the alignment.



LCON : -MORGAN BOYD (319-232-8444)
SCOPE OF WORK: -BUILD APPROX. 1700' FROM HH CPED PRO RESOURCE REALTY (42.561437, -92.416349) TO 4050 LEVERSEE RD, WATERLOO, IA (42.55820, -92.41435)
CIRCUIT ID : -IA/KFGS/334388/ /WSJ /ENT
PON : -8808254-IABV1

WINDSTREAM CONSTRUCTION MANAGER
 JOE BARRETT (515-321-4903)

ADDRESS:- 4050 LEVERSEE RD, WATERLOO, IA 50703
 BLACK HAWK COUNTY, IA
 PERMIT REQUIRED- CITY
LOCATE ALL FACILITIES PRIOR TO DIGGING
IA - IOWA ONE CALL - 811 - 1-800-292-8989



ENGINEER: **WINDSTREAM - JOE BARRETT**
 FIELD ENGINEER: **PEARCE SERVICES JOSHUA KELLY**
 DRAWN BY: **PEARCE SERVICES RITIK**

PROJECT: 707422924
 PROJECT TITLE:- 22SB282869
 EXCHANGE: WTRLIADX
 SHEET: VICINITY MAP
 DATE: 11/17/2022



EXCHANGE NAME:	WTRLIADX			W.O. #707422924
W.O.TITLE	22SB282869			
	SHEET # 01	SHEET # 02	SHEET # 03	TOTAL
UNIT CODE:	EST. QTY	EST. QTY	EST. QTY	EST. QTY
BDO-CWDM(HH)	1			1
HOMW(B)	2			2
WHO1(B)	2			2
BM60(1)(2)PF>100	1350			1350
TRACEWIRE(F)	1350		500	1850
BFO48I	1450		700	2150
HBFO(72)	1			1
BM53F	2	1	1	4
BM53FI			1	1
PM21F			1	1
PM21FW(12)200			1	1
BM2P			1	1
HO1(B)	6		12	18
HBFO(48)			1	1
BFO48	60			60
XXBHF(B)	1			1
BHF(24X36X24)T			1	1
BM2	1			1

ADDRESS:- 4050 LEVERSEE RD, WATERLOO, IA 50703
 BLACK HAWK COUNTY, IA
 PERMIT REQUIRED- CITY
LOCATE ALL FACILITIES PRIOR TO DIGGING
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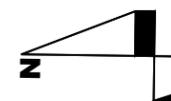
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ENGINEER: WINDSTREAM - JOE BARRETT
 FIELD ENGINEER: PEARCE SERVICES JOSHUA KELLY
 DRAWN BY: PEARCE SERVICES RITIK

PROJECT: 707422924
 PROJECT TITLE:- 22SB282869
 EXCHANGE:WTRLIADX
 SHEET:UNIT SUMMARY DATE: 11/17/2022





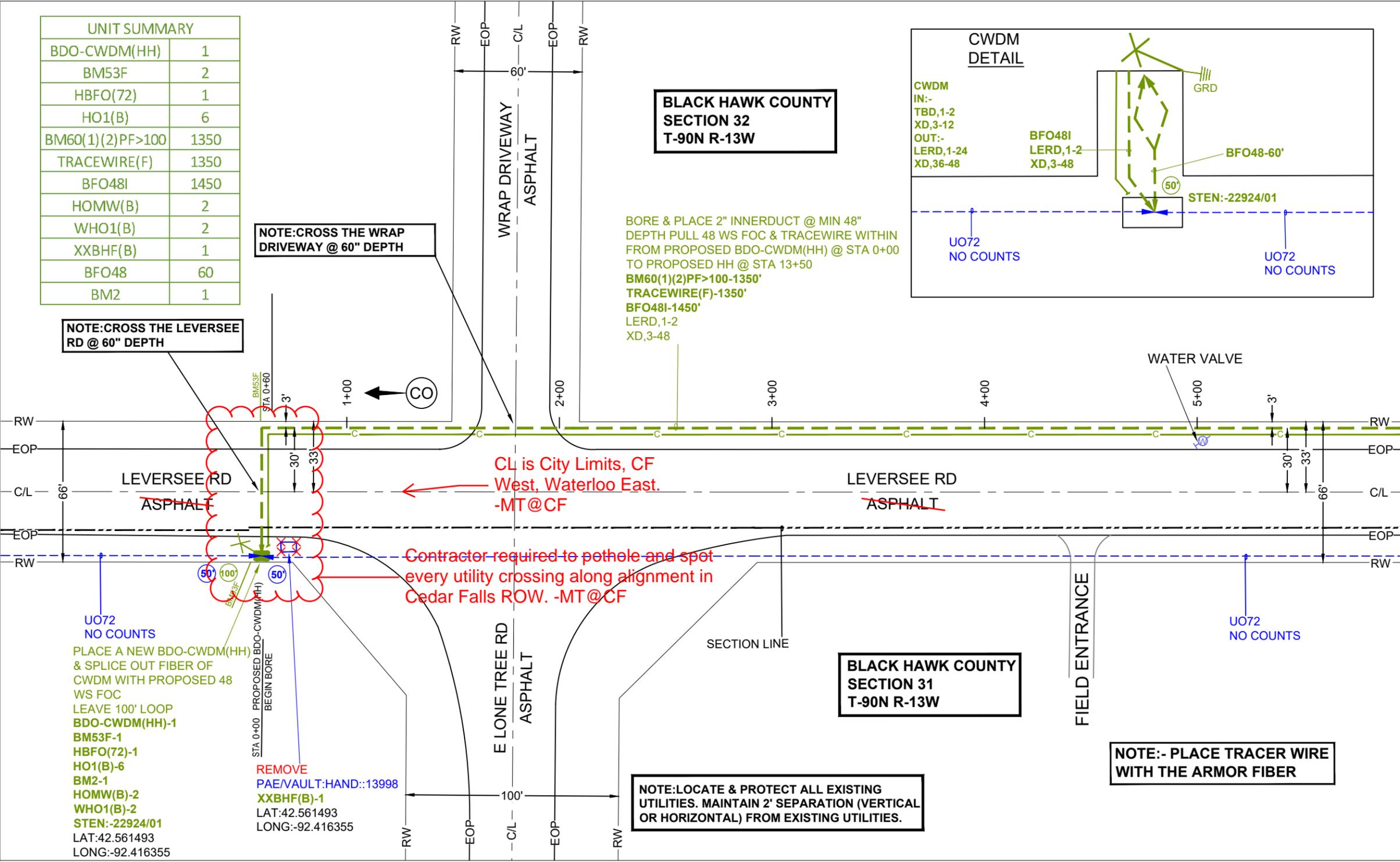
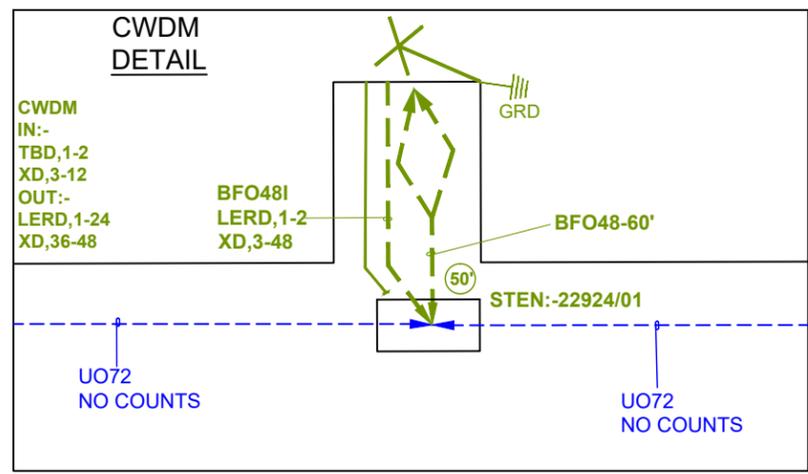
UNIT SUMMARY	
BDO-CWDM(HH)	1
BM53F	2
HBFO(72)	1
HO1(B)	6
BM60(1)(2)PF>100	1350
TRACEWIRE(F)	1350
BFO48I	1450
HOMW(B)	2
WHO1(B)	2
XXBHF(B)	1
BFO48	60
BM2	1

NOTE: CROSS THE WRAP DRIVEWAY @ 60" DEPTH

NOTE: CROSS THE LEVERSEE RD @ 60" DEPTH

BLACK HAWK COUNTY SECTION 32 T-90N R-13W

BORE & PLACE 2" INNERDUCT @ MIN 48" DEPTH PULL 48 WS FOC & TRACEWIRE WITHIN FROM PROPOSED BDO-CWDM(HH) @ STA 0+00 TO PROPOSED HH @ STA 13+50
BM60(1)(2)PF>100-1350'
TRACEWIRE(F)-1350'
BFO48I-1450'
 LERD,1-2
 XD,3-48



CL is City Limits, CF West, Waterloo East. -MT@CF

Contractor required to pothole and spot every utility crossing along alignment in Cedar Falls ROW. -MT@CF

U072 NO COUNTS
 PLACE A NEW BDO-CWDM(HH) & SPLICE OUT FIBER OF CWDM WITH PROPOSED 48 WS FOC
 LEAVE 100' LOOP BDO-CWDM(HH)-1
BM53F-1
HBFO(72)-1
HO1(B)-6
BM2-1
HOMW(B)-2
WHO1(B)-2
STEN:-22924/01
 LAT:42.561493
 LONG:-92.416355

REMOVE PAE/VAULT:HAND::13998
XXBHF(B)-1
 LAT:42.561493
 LONG:-92.416355

NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL OR HORIZONTAL) FROM EXISTING UTILITIES.

BLACK HAWK COUNTY SECTION 31 T-90N R-13W

NOTE:- PLACE TRACER WIRE WITH THE ARMOR FIBER

MATCHLINE - SEE SHEET 02

ADDRESS:- 4050 LEVERSEE RD, WATERLOO, IA 50703
 BLACK HAWK COUNTY, IA
 PERMIT REQUIRED- CITY
LOCATE ALL FACILITIES PRIOR TO DIGGING
IA - IOWA ONE CALL - 811 - 1-800-292-8989

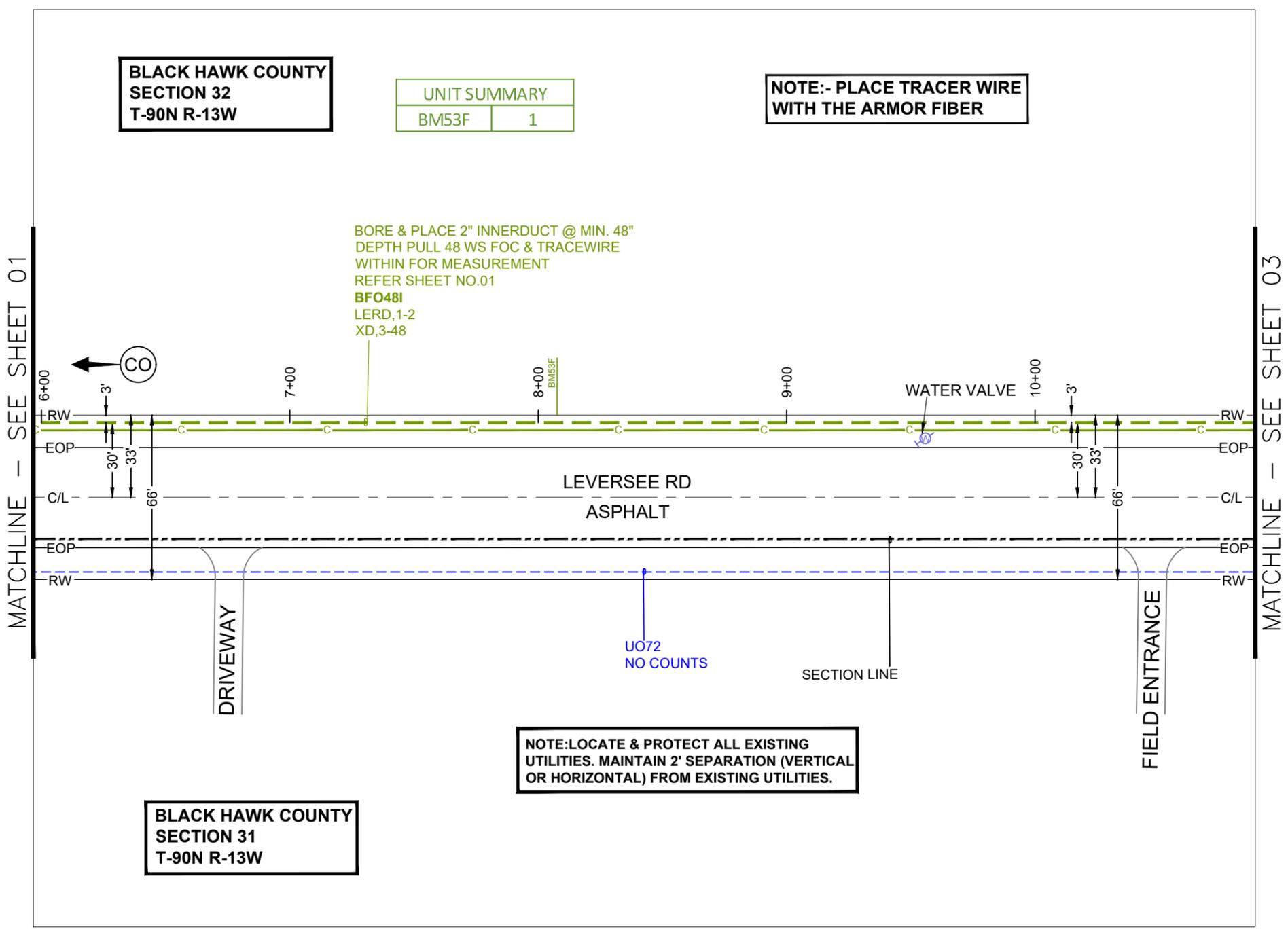
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ENGINEER: WINDSTREAM - JOE BARRETT
 FIELD ENGINEER: PEARCE SERVICES JOSHUA KELLY
 DRAWN BY: PEARCE SERVICES RITIK

PROJECT: 707422924
 PROJECT TITLE:- 22SB282869
 EXCHANGE: WTRLIADX
 SHEET: 01 OF 03
 DATE: 11/17/2022





**BLACK HAWK COUNTY
SECTION 32
T-90N R-13W**

UNIT SUMMARY	
BM53F	1

NOTE:- PLACE TRACER WIRE WITH THE ARMOR FIBER

BORE & PLACE 2" INNERDUCT @ MIN. 48" DEPTH PULL 48 WS FOC & TRACEWIRE WITHIN FOR MEASUREMENT REFER SHEET NO.01
BFO481
LRD,1-2
XD,3-48

MATCHLINE - SEE SHEET 01

MATCHLINE - SEE SHEET 03

NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL OR HORIZONTAL) FROM EXISTING UTILITIES.

**BLACK HAWK COUNTY
SECTION 31
T-90N R-13W**

ADDRESS:- 4050 LEVERSEE RD, WATERLOO, IA 50703
BLACK HAWK COUNTY, IA
PERMIT REQUIRED- CITY
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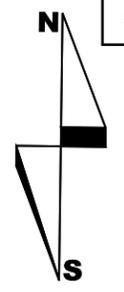
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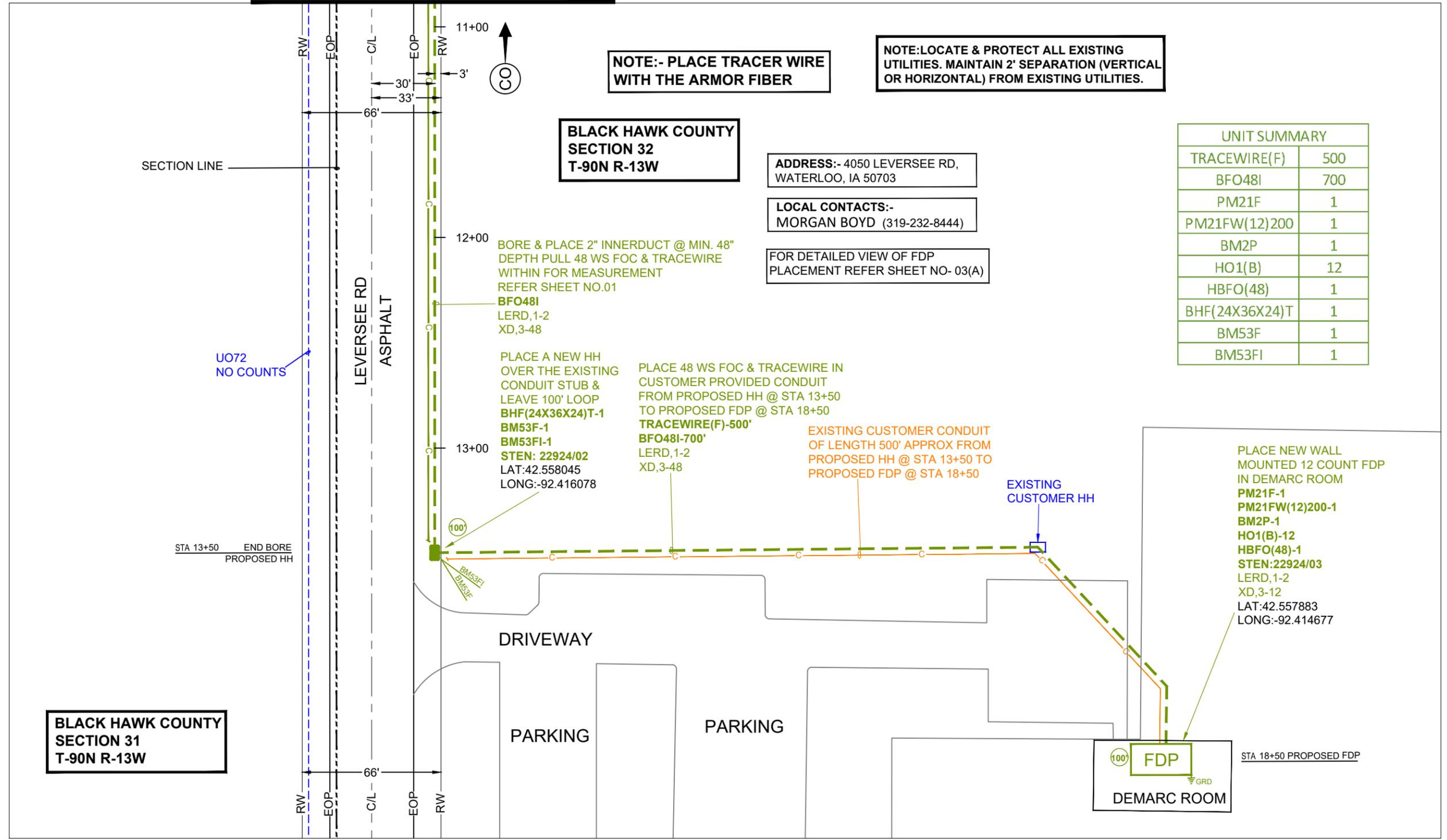
ENGINEER: **WINDSTREAM - JOE BARRETT**
FIELD ENGINEER: **PEARCE SERVICES JOSHUA KELLY**
DRAWN BY: **PEARCE SERVICES RITIK**

PROJECT: 707422924
PROJECT TITLE:- 22SB282869
EXCHANGE: WTRLIADX
SHEET: 02 OF 03
DATE: 11/17/2022





MATCHLINE - SEE SHEET 02



NOTE:- PLACE TRACER WIRE WITH THE ARMOR FIBER

NOTE: LOCATE & PROTECT ALL EXISTING UTILITIES. MAINTAIN 2' SEPARATION (VERTICAL OR HORIZONTAL) FROM EXISTING UTILITIES.

BLACK HAWK COUNTY SECTION 32 T-90N R-13W

ADDRESS:- 4050 LEVERSEE RD, WATERLOO, IA 50703

LOCAL CONTACTS:- MORGAN BOYD (319-232-8444)

FOR DETAILED VIEW OF FDP PLACEMENT REFER SHEET NO- 03(A)

UNIT SUMMARY	
TRACEWIRE(F)	500
BFO48I	700
PM21F	1
PM21FW(12)200	1
BM2P	1
HO1(B)	12
HBFO(48)	1
BHF(24X36X24)T	1
BM53F	1
BM53FI	1

SECTION LINE

U072 NO COUNTS

STA 13+50 END BORE PROPOSED HH

BLACK HAWK COUNTY SECTION 31 T-90N R-13W

ADDRESS:- 4050 LEVERSEE RD, WATERLOO, IA 50703
 BLACK HAWK COUNTY, IA
 PERMIT REQUIRED- CITY
LOCATE ALL FACILITIES PRIOR TO DIGGING
IA - IOWA ONE CALL - 811 - 1-800-292-8989

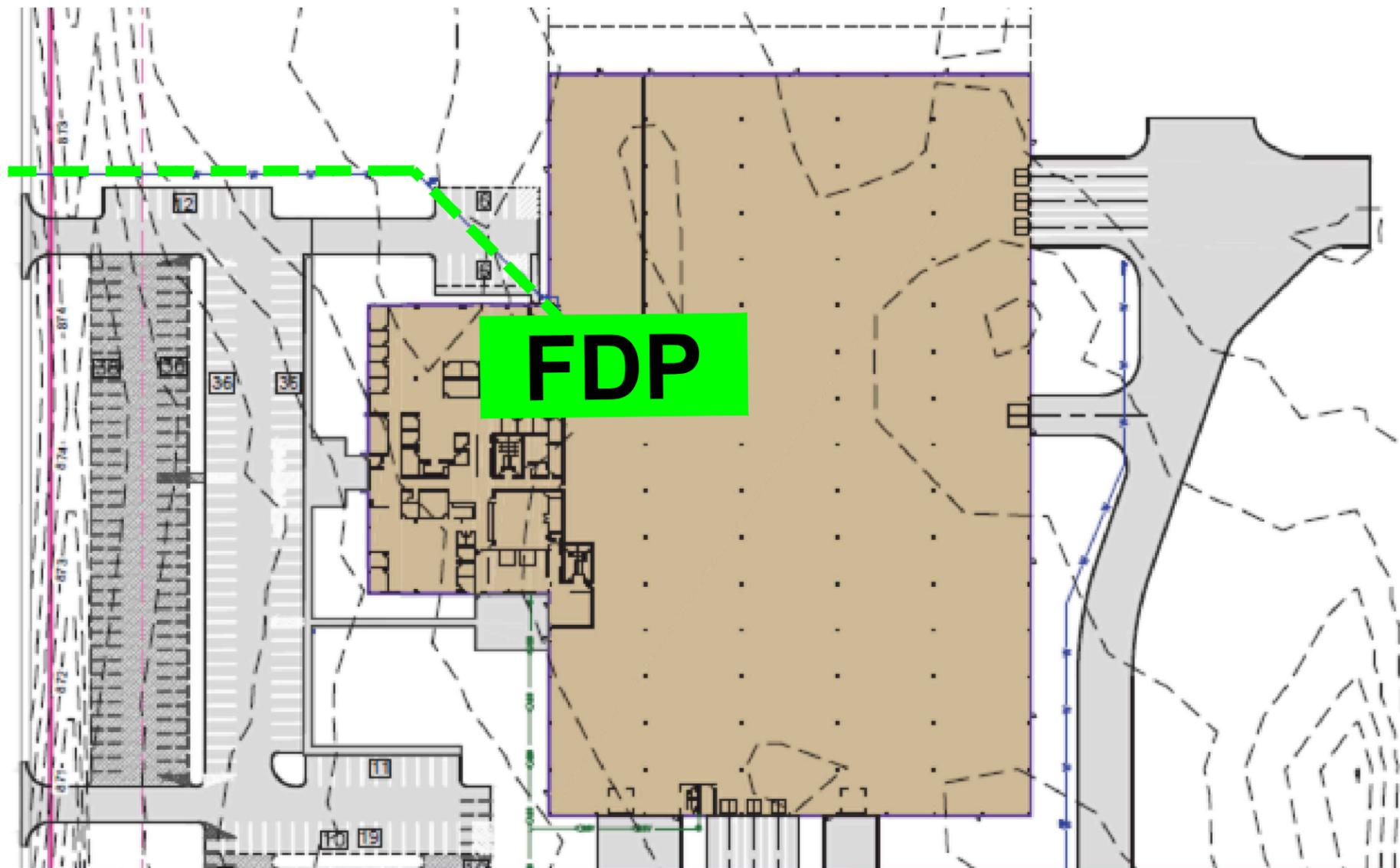
SCALE: 1:50



ENGINEER: **WINDSTREAM - JOE BARRETT**
 FIELD ENGINEER: **PEARCE SERVICES JOSHUA KELLY**
 DRAWN BY: **PEARCE SERVICES RITIK**

PROJECT: 707422924
 PROJECT TITLE:- 22SB282869
 EXCHANGE: WTRLIADX
 SHEET: 03 OF 03
 DATE: 11/17/2022





ADDRESS:- 4050 LEVERSEE RD,
WATERLOO, IA 50703

LOCAL CONTACTS:-
MORGAN BOYD (319-232-8444)

ADDRESS:- 4050 LEVERSEE RD, WATERLOO, IA 50703
BLACK HAWK COUNTY, IA
PERMIT REQUIRED- NO
LOCATE ALL FACILITIES PRIOR TO DIGGING
IA - IOWA ONE CALL - 811 - 1-800-292-8989

SCALE: NTS



ENGINEER: **WINDSTREAM -**
JOE BARRETT
FIELD ENGINEER: **PEARCE SERVICES**
JOSHUA KELLY
DRAWN BY: **PEARCE SERVICES**
RITIK

PROJECT: 707422924
PROJECT TITLE:- 22SB282869

EXCHANGE: WTRLIADX
SHEET: 03(A) OF 03
DATE: 11/17/2022




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, E.I., Civil Engineer II

DATE: August 7th, 2023

SUBJECT: 2021 Public Sidewalk Repair and Infill Project
 Project No.: SW – 000 – 3266
 Project Final Out

The 2021 Public Sidewalk Repair and Infill Project is completed and ready for final acceptance. This project involved the construction of various infill locations as well as the replacement of City sidewalk panels and pedestrian ramps throughout the City. This project was under contract with Cobalt Contracting, LC of New Hartford, Iowa.

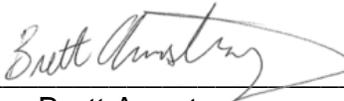
Cobalt Contracting's work was unsatisfactory, as they did not complete the work they were contractually obligated to do in the plans and specifications for the project. The contractor was unresponsive when asked to resume work. After Cobalt Contracting was unresponsive, thus breaching the contract, Cobalt Contracting was given notice that the City would complete the project, thereby effectively cancelling the contract. Cedar Falls Public Works Operation and Maintenance crews completed the remainder of the 2021 Public Sidewalk Repair and Infill Project.

Due to the breach of contract by Cobalt Contracting the City will keep the retainage that remains on the project to be allocated as provided by law. Due to the items listed above Cobalt Contracting will not be allowed to work in Cedar Falls on future projects.

This project was funded by General Obligation Bonds and below is a breakdown of final contract costs by the funding source:

Funding Source	Attributed Costs
General Obligation Bonds	\$122,913.93
Retainage (Kept by City)	\$15,942.84

CIP No.	Infill	Funding Source	Attributed Cost
90	Bluebell Road Infill	General Obligation Bonds	\$ 5,753.00
93	Hudson Road Infill	General Obligation Bonds	\$ 65,076.50
98	Rownd Street Infill	General Obligation Bonds	\$ 47,015.00


Brett Armstrong

7/7/2023

Date

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



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: Benjamin Claypool, Principal Engineer, PE, PhD

DATE: July 31, 2023

SUBJECT: 2021 Street Construction Project
 City Project Number: RC-000-3227
 Final Acceptance

The 2021 Street Construction Project is completed and ready for final acceptance. This project involved the full removal and replacement of four (4) streets, HMA overlay of eight (8) streets, HMA mill and overlay with new PCC curb of one (1) street, and PCC patching of one (1) street. This project was under contract with Peterson Contractors, Inc. of Reinbeck, Iowa. Attached please find the following final documents:

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

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

<p><u>Peterson Contractors, Inc. Suppliers:</u> Utility Equipment Co. Midstates Precast Products Benton's Ready Mixed Concrete BMC Aggregates, LC Bob Walters & Sons Trucking Cedar Valley Trucking LLC Leymaster Tile, LLC Northern IA Construction Products Service Signing LC</p>	<p><u>Peterson Contractors, Inc. subcontractors:</u> Owen Contracting, Inc. - Logan Contractor's Supply - Benton's Ready Mixed Concrete Matthias Landscaping Co. - Oleson Sod Co. - Quick Supply Co. ASPRO, Inc. - Bituminous Materials & Supply Co., LP - BMC Aggregates, LC - Utility Equipment Company Bower's Masonry - Benton's Ready Mixed Concrete - Stetson Building Products Meli, LLC - Benton's Ready Mixed Concrete - Stetson Building Products - Utility Equipment Co. Laser Line Striping & Sweeping - Custom Products - Xcessories X2 - Diamond Vogel KW Electric - Tapco S.O.S</p>
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This project was primarily funded by the "Local Option Sales Tax". Below is a breakdown of final contract costs and the funding sources utilized:

Funding Source	Attributed Costs
Street Construction Fund	\$240,000.00
Local Options Sales Tax	\$3,051,484.75
GO 2022	\$60,000.00
Sanitary Sewer Rental Fund	\$193,727.50
Cedar Falls Utilities	\$418,473.39
Golf Improvement Fund	\$72,235.44

With Council approval a transfer of funds from the following funding sources to the Street Repair Fund (LOST) will be made per Iowa Code 545-2.5.

Funding Source	Attributed Costs
Street Construction Fund	\$240,000.00
GO 2022	\$60,000.00
Sanitary Sewer Rental Fund	\$193,727.50
Golf Improvement Fund	\$72,235.44

A transfer of funds from the following funding sources to the Street Repair Fund (LOST) has been made.

I certify that the public improvements for the 2021 Street Construction Project were completed in reasonable compliance with the project plans and specifications.

Benjamin Claypool

7/31/23

Benjamin Claypool

Date

xc: Chase Schrage, Director of Public Works
David Wicke, P.E., City Engineer
Lisa Roeding, Controller/City Treasurer



CONTRACTOR'S APPLICATION FOR PAYMENT

Retainage Release

Pay Application

2021 Street Construction Project		Application Period: 12/17/22 to 07/19/23	Application Date: 07/20/23
Project Number: RC-000-3227		To (Owner): City of Cedar Falls	Via (Engineer): Ben Claypool
Contract Completion Date: 11/01/21		From (Contractor): PCI	Civil Engineer II

Change Order Summary		
Approved Change Orders:		
Number	Additions (a)	Deductions (b)
1	\$ 550.00	\$ -
2	\$ 6,305.20	\$ -
3	\$ 3,500.00	\$ -
4	\$ 76,052.76	\$ -
5	\$ 35,517.50	\$ -
6	\$ -	\$ -
7	\$ -	\$ -
8	\$ -	\$ -
9	\$ -	\$ -
10	\$ -	\$ -
11	\$ -	\$ -
12	\$ -	\$ -
13	\$ -	\$ -
14	\$ -	\$ -
15	\$ -	\$ -
Totals	\$ 121,925.46	\$ -

Net Change by Change Orders	
(a) + (b) = (c)	\$ 121,925.46

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By (Contractor): _____
Date: Matt Bohlen

1. ORIGINAL CONTRACT PRICE	\$	4,028,395.50
2. NET CHANGE BY CHANGE ORDERS (c)	\$	121,925.46
3. CURRENT CONTRACT PRICE	\$	4,150,320.96
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)		\$4,108,921.08
5. RETAINAGE		
a. 5% x \$4,108,921.08 Work Completed		\$0.00
b. 5% x \$ - Stored Materials	\$	-
c. Total Retainage (Line 5a + Line 5b)		\$0.00
6. CUMULATIVE LIQUIDATED DAMAGES CHARGED 73 Days x \$ 1,000.00 Per Day	\$	73,000.00
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6)		\$4,035,921.08
8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application)	\$	3,830,475.02
9. AMOUNT DUE THIS APPLICATION		\$205,446.06
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)		\$4,035,921.08
11. % OF COMPLETION		
Original Contract Price (Line 10 ÷ Line 1)		100%
Current Contract Price (Line 10 ÷ Line 3)		97%

Payment of: **\$205,446.06** (Line 9 or Other: Attach Explanation if Other Amount)

Is Respectfully Submitted: *Benjamin Claypool* **7/24/23**
Ben Claypool, Civil Engineer II Date

CONTRACTOR'S APPLICATION FOR PAYMENT No. 0 Estimate

2021 Street Construction Project			Application Period: 12/17/22 to 07/19/23							Application Date: 07/20/23			
Project Number: RC-000-3227			To (Owner): City of Cedar Falls							Via (Engineer): Ben Claypool			
Contract Completion Date: 11/01/21			From (Contractor): PCI							Civil Engineer II			

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Bid Item Number	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + J)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)	Item Completed
1	CLEARING AND GRUBBING	L.S.	1.00	\$8,500.00	\$8,500.00	1.00	-	\$0.00	1.00	\$8,500.00	\$ -	\$8,500.00	100%	\$0.00	
2	OFF-SITE TOPSOIL	C.Y.	1,117.00	\$25.00	\$27,925.00	1,249.00	-	\$0.00	1,249.00	\$31,225.00	\$ -	\$31,225.00	112%	(\$3,300.00)	
3	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	5,488.00	\$12.50	\$68,600.00	5,597.20	-	\$0.00	5,597.20	\$69,965.00	\$ -	\$69,965.00	102%	(\$1,365.00)	
4	EXCAVATION, CLASS 12, BOULDERS	C.Y.	25.00	\$30.00	\$750.00	-	-	\$0.00	-	\$0.00	\$ -	\$0.00	0%	\$750.00	
5	BELOW GRADE EXCAVATION (CORE OUT)	C.Y.	520.00	\$12.50	\$6,500.00	30.00	-	\$0.00	30.00	\$375.00	\$ -	\$375.00	6%	\$6,125.00	
6	SUBGRADE PREPARATION	STA.	33.00	\$250.00	\$8,250.00	3.25	-	\$0.00	3.25	\$812.50	\$ -	\$812.50	10%	\$7,437.50	
7	SUBGRADE TREATMENT, GEOGRID TENSAR TX-160	S.Y.	8,707.00	\$7.50	\$65,302.50	3,365.00	-	\$0.00	3,365.00	\$25,237.50	\$ -	\$25,237.50	39%	\$40,065.00	
8	SUBBASE, MODIFIED, 6 IN.	S.Y.	2,253.00	\$8.50	\$19,150.50	2,309.00	-	\$0.00	2,309.00	\$19,626.50	\$ -	\$19,626.50	102%	(\$476.00)	
9	SUBBASE, MODIFIED, 12 IN.	S.Y.	15,568.00	\$16.00	\$249,088.00	15,703.00	-	\$0.00	15,703.00	\$251,248.00	\$ -	\$251,248.00	101%	(\$2,160.00)	
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TONS	3,210.00	\$28.50	\$91,485.00	2,329.23	-	\$0.00	2,329.23	\$66,383.06	\$ -	\$66,383.06	73%	\$25,101.95	
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8" TRUSS PIPE	L.F.	130.00	\$175.00	\$22,750.00	176.00	-	\$0.00	176.00	\$30,800.00	\$ -	\$30,800.00	135%	(\$8,050.00)	
12	SANITARY SEWER GRAVITY MAIN, TRENCHED, 12" TRUSS PIPE	L.F.	72.00	\$140.00	\$10,080.00	72.00	-	\$0.00	72.00	\$10,080.00	\$ -	\$10,080.00	100%	\$0.00	
13	SANITARY SEWER SERVICE STUB, 4" SDR 23.5	L.F.	5.00	\$250.00	\$1,250.00	70.00	-	\$0.00	70.00	\$17,500.00	\$ -	\$17,500.00	1400%	(\$16,250.00)	
14	REMOVAL SANITARY SEWER	L.F.	202.00	\$10.00	\$2,020.00	248.00	-	\$0.00	248.00	\$2,480.00	\$ -	\$2,480.00	123%	(\$460.00)	
15	STORM SEWER, TRENCHED, 15 IN. HDPE	L.F.	1,106.00	\$53.00	\$58,618.00	1,090.00	-	\$0.00	1,090.00	\$57,770.00	\$ -	\$57,770.00	99%	\$848.00	
16	STORM SEWER, TRENCHED, 15 IN. RCP, 2000D	L.F.	276.00	\$75.00	\$20,700.00	276.00	-	\$0.00	276.00	\$20,700.00	\$ -	\$20,700.00	100%	\$0.00	
17	STORM SEWER, TRENCHED, 18 IN. HDPE	L.F.	175.00	\$59.00	\$10,325.00	175.00	-	\$0.00	175.00	\$10,325.00	\$ -	\$10,325.00	100%	\$0.00	
18	STORM SEWER, TRENCHED, 24 IN. HDPE	L.F.	289.00	\$66.00	\$19,074.00	299.00	-	\$0.00	299.00	\$19,734.00	\$ -	\$19,734.00	103%	(\$660.00)	
19	STORM SEWER, TRENCHED, 24 IN. R.C.P. 2000D	L.F.	28.00	\$87.00	\$2,436.00	28.00	-	\$0.00	28.00	\$2,436.00	\$ -	\$2,436.00	100%	\$0.00	
20	STORM SEWER, TRENCHED, 30 IN. HDPE	L.F.	78.00	\$93.00	\$7,254.00	78.00	-	\$0.00	78.00	\$7,254.00	\$ -	\$7,254.00	100%	\$0.00	
21	STORM SEWER, TRENCHED, 36 IN. HDPE	L.F.	243.00	\$94.00	\$22,842.00	255.00	-	\$0.00	255.00	\$23,970.00	\$ -	\$23,970.00	105%	(\$1,128.00)	
22	SPECIAL PIPE CONNECTIONS, SW-211	EACH	2.00	\$500.00	\$1,000.00	1.00	-	\$0.00	1.00	\$500.00	\$ -	\$500.00	50%	\$500.00	
23	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	L.F.	4,796.00	\$8.00	\$38,368.00	4,796.00	-	\$0.00	4,796.00	\$38,368.00	\$ -	\$38,368.00	100%	\$0.00	
24	SUBDRAIN, PERFORATED, 6 IN.	L.F.	4,040.00	\$12.00	\$48,480.00	4,040.00	-	\$0.00	4,040.00	\$48,480.00	\$ -	\$48,480.00	100%	\$0.00	
25	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	22.00	\$250.00	\$5,500.00	20.00	-	\$0.00	20.00	\$5,000.00	\$ -	\$5,000.00	91%	\$500.00	
26	SUBDRAIN, SUMP PUMP TAP	EACH	45.00	\$325.00	\$14,625.00	45.00	-	\$0.00	45.00	\$14,625.00	\$ -	\$14,625.00	100%	\$0.00	
27	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	40.00	\$20.00	\$800.00	10.00	-	\$0.00	10.00	\$200.00	\$ -	\$200.00	25%	\$600.00	
28	WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	60.00	\$65.00	\$3,900.00	10.00	-	\$0.00	10.00	\$650.00	\$ -	\$650.00	17%	\$3,250.00	
29	WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	40.00	\$70.00	\$2,800.00	23.00	-	\$0.00	23.00	\$1,610.00	\$ -	\$1,610.00	58%	\$1,190.00	
30	WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	2,460.00	\$72.00	\$177,120.00	2,559.00	-	\$0.00	2,559.00	\$184,248.00	\$ -	\$184,248.00	104%	(\$7,128.00)	
31	FITTINGS, DUCTILE IRON	LBS.	5,200.00	\$10.00	\$52,000.00	1,399.00	-	\$0.00	1,399.00	\$13,990.00	\$ -	\$13,990.00	27%	\$38,010.00	
32	SERVICE SHORTSIDE, 3/4"	EACH	22.00	\$1,750.00	\$38,500.00	19.00	-	\$0.00	19.00	\$33,250.00	\$ -	\$33,250.00	86%	\$5,250.00	
33	SERVICE, LONGSIDE, 3/4"	EACH	13.00	\$2,500.00	\$32,500.00	12.00	-	\$0.00	12.00	\$30,000.00	\$ -	\$30,000.00	92%	\$2,500.00	
34	SERVICE, SHORTSIDE, 2"	EACH	1.00	\$3,250.00	\$3,250.00	2.00	-	\$0.00	2.00	\$6,500.00	\$ -	\$6,500.00	200%	(\$3,250.00)	
35	SERVICE, LONGSIDE, 2"	EACH	1.00	\$4,000.00	\$4,000.00	1.00	-	\$0.00	1.00	\$4,000.00	\$ -	\$4,000.00	100%	\$0.00	
36	MECHANICAL JOINT RESTRAINT, 4"	EACH	12.00	\$150.00	\$1,800.00	9.00	-	\$0.00	9.00	\$1,350.00	\$ -	\$1,350.00	75%	\$450.00	
37	MECHANICAL JOINT RESTRAINT, 6"	EACH	12.00	\$150.00	\$1,800.00	14.00	-	\$0.00	14.00	\$2,100.00	\$ -	\$2,100.00	117%	(\$300.00)	
38	MECHANICAL JOINT RESTRAINT, 8"	EACH	24.00	\$160.00	\$3,840.00	30.00	-	\$0.00	30.00	\$4,800.00	\$ -	\$4,800.00	125%	(\$960.00)	
39	JOINT RESTRAINT GASKET, 6"	EACH	4.00	\$150.00	\$600.00	-	-	\$0.00	-	\$0.00	\$ -	\$0.00	0%	\$600.00	
40	JOINT RESTRAINT GASKET, 8"	EACH	37.00	\$155.00	\$5,735.00	22.00	-	\$0.00	22.00	\$3,410.00	\$ -	\$3,410.00	59%	\$2,325.00	
41	8" NITRILE GASKETS	EACH	66.00	\$155.00	\$10,230.00	74.00	-	\$0.00	74.00	\$11,470.00	\$ -	\$11,470.00	112%	(\$1,240.00)	
42	VALVE, 8" MJ GATE W/ BOX	EACH	15.00	\$2,350.00	\$35,250.00	11.00	-	\$0.00	11.00	\$25,850.00	\$ -	\$25,850.00	73%	\$9,400.00	
43	FIRE HYDRANT ASSEMBLY	EACH	6.00	\$5,400.00	\$32,400.00	6.00	-	\$0.00	6.00	\$32,400.00	\$ -	\$32,400.00	100%	\$0.00	
44	VALVE BOX ADJUSTMENT	EACH	1.00	\$500.00	\$500.00	-	-	\$0.00	-	\$0.00	\$ -	\$0.00	0%	\$500.00	
45	MANHOLE, STORM SEWER, SW-401, 48" DIA.	EACH	3.00	\$4,000.00	\$12,000.00	3.00	-	\$0.00	3.00	\$12,000.00	\$ -	\$12,000.00	100%	\$0.00	
46	MANHOLE, STORM SEWER, SW-401, 60" DIA.	EACH	1.00	\$4,850.00	\$4,850.00	1.00	-	\$0.00	1.00	\$4,850.00	\$ -	\$4,850.00	100%	\$0.00	
47	MANHOLE, SANITARY SEWER, SW-301, 48" DIA.	EACH	2.00	\$6,250.00	\$12,500.00	2.00	-	\$0.00	2.00	\$12,500.00	\$ -	\$12,500.00	100%	\$0.00	
48	INTAKE, SW-507	EACH	1.00	\$5,000.00	\$5,000.00	1.00	-	\$0.00	1.00	\$5,000.00	\$ -	\$5,000.00	100%	\$0.00	
49	INTAKE, SW-508	EACH	1.00	\$5,500.00	\$5,500.00	1.00	-	\$0.00	1.00	\$5,500.00	\$ -	\$5,500.00	100%	\$0.00	
50	INTAKE, SW-510	EACH	1.00	\$7,250.00	\$7,250.00	1.00	-	\$0.00	1.00	\$7,250.00	\$ -	\$7,250.00	100%	\$0.00	
51	INTAKE, TYPE D	EACH	19.00	\$6,000.00	\$114,000.00	19.00	-	\$0.00	19.00	\$114,000.00	\$ -	\$114,000.00	100%	\$0.00	
52	INTAKE, TYPE C TOP & INSERT	EACH	5.00	\$3,500.00	\$17,500.00	5.00	-	\$0.00	5.00	\$17,500.00	\$ -	\$17,500.00	100%	\$0.00	
53	INTAKE, SINGLE FLAT INSERT	EACH	2.00	\$2,500.00	\$5,000.00	1.00	-	\$0.00	1.00	\$2,500.00	\$ -	\$2,500.00	50%	\$2,500.00	
54	INTAKE, DOUBLE FLAT INSERT	EACH	1.00	\$3,000.00	\$3,000.00	1.00	-	\$0.00	1.00	\$3,000.00	\$ -	\$3,000.00	100%	\$0.00	
55	INTAKE, TYPE B INSERT	EACH	5.00	\$2,250.00	\$11,250.00	6.50	-	\$0.00	6.50	\$14,625.00	\$ -	\$14,625.00	130%	(\$3,375.00)	
56	INTAKE, TYPE D INSERT	EACH	9.00	\$2,750.00	\$24,750.00	9.00	-	\$0.00	9.00	\$24,750.00	\$ -	\$24,750.00	100%	\$0.00	

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
Item															Item Completed	
Bid Item Number	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)		
57	INTAKE, RA-3 TOP & INSERT	EACH	2.00	\$2,500.00	\$5,000.00	1.00	-	\$0.00	1.00	\$2,500.00	\$ -	\$2,500.00	50%	\$2,500.00		
58	INTAKE, RA-5 TOP & INSERT	EACH	8.00	\$2,500.00	\$20,000.00	6.00	-	\$0.00	6.00	\$15,000.00	\$ -	\$15,000.00	75%	\$5,000.00		
59	MANHOLE, ADJUSTMENT, MINOR	EACH	35.00	\$1,500.00	\$52,500.00	30.50	-	\$0.00	30.50	\$45,750.00	\$ -	\$45,750.00	87%	\$6,750.00		
60	MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH	14.00	\$2,500.00	\$35,000.00	15.00	-	\$0.00	15.00	\$37,500.00	\$ -	\$37,500.00	107%	(\$2,500.00)		
61	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	46.00	\$500.00	\$23,000.00	52.00	-	\$0.00	52.00	\$26,000.00	\$ -	\$26,000.00	113%	(\$3,000.00)		
62	REMOVAL OF SANITARY MANHOLES	EACH	2.00	\$800.00	\$1,600.00	2.00	-	\$0.00	2.00	\$1,600.00	\$ -	\$1,600.00	100%	\$0.00		
63	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	10,613.00	\$42.00	\$445,746.00	11,309.60	-	\$0.00	11,309.60	\$475,003.20	\$ -	\$475,003.20	107%	(\$29,257.20)		
64	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 9 IN., CLASS "C"	S.Y.	5,178.00	\$55.00	\$284,790.00	5,283.80	-	\$0.00	5,283.80	\$290,609.00	\$ -	\$290,609.00	102%	(\$5,819.00)		
65	CURB, PCC 7 IN. 2.0 FT WIDTH, TYPE "C" CLASS III	L.F.	515.00	\$30.50	\$15,707.50	491.00	-	\$0.00	491.00	\$14,975.50	\$ -	\$14,975.50	95%	\$732.00		
66	CURB, PCC 7 IN. 2.5 FT WIDTH, TYPE "C" CLASS III	L.F.	1,105.00	\$19.00	\$20,995.00	1,093.00	-	\$0.00	1,093.00	\$20,767.00	\$ -	\$20,767.00	99%	\$228.00		
67	CURB, PCC 7 IN. 3.5 FT WIDTH, TYPE "C" CLASS III	L.F.	76.00	\$55.00	\$4,180.00	102.30	-	\$0.00	102.30	\$5,626.50	\$ -	\$5,626.50	135%	(\$1,446.50)		
68	3000 LB, PCC MIX	C.Y.	7.00	\$600.00	\$4,200.00	9.00	-	\$0.00	9.00	\$5,400.00	\$ -	\$5,400.00	129%	(\$1,200.00)		
69	HMA, (ST), SURF., 1/2", PG58-28S	TON	2,686.00	\$120.00	\$322,320.00	3,081.25	-	\$0.00	3,081.25	\$369,750.00	\$ -	\$369,750.00	115%	(\$47,430.00)		
70	HMA, (ST), BASE, 3/4", PG58-28S	TON	2,686.00	\$119.00	\$319,634.00	2,520.62	-	\$0.00	2,520.62	\$299,953.78	\$ -	\$299,953.78	94%	\$19,680.22		
71	REMOVAL OF DRIVEWAY	S.Y.	769.00	\$8.00	\$6,152.00	777.30	-	\$0.00	777.30	\$6,218.40	\$ -	\$6,218.40	101%	(\$66.40)		
72	REMOVAL OF SIDEWALK	S.Y.	1,131.00	\$8.00	\$9,048.00	1,417.30	-	\$0.00	1,417.30	\$11,338.40	\$ -	\$11,338.40	125%	(\$2,290.40)		
73	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	1,122.00	\$43.00	\$48,246.00	1,262.60	-	\$0.00	1,262.60	\$54,291.80	\$ -	\$54,291.80	113%	(\$6,045.80)		
74	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	281.00	\$51.00	\$14,331.00	300.20	-	\$0.00	300.20	\$15,310.20	\$ -	\$15,310.20	107%	(\$979.20)		
75	DETECTABLE WARNINGS	S.F.	482.00	\$51.00	\$24,582.00	584.60	-	\$0.00	584.60	\$29,814.60	\$ -	\$29,814.60	121%	(\$5,232.60)		
76	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	644.00	\$48.00	\$30,912.00	900.60	-	\$0.00	900.60	\$43,228.80	\$ -	\$43,228.80	140%	(\$12,316.80)		
77	GRANULAR SURFACING, 1-INCH ROADSTONE	TONS	310.00	\$30.00	\$9,300.00	69.93	-	\$0.00	69.93	\$2,097.90	\$ -	\$2,097.90	23%	\$7,202.10		
78	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	34.00	\$225.00	\$7,650.00	35.10	-	\$0.00	35.10	\$7,897.50	\$ -	\$7,897.50	103%	(\$247.50)		
79	PATCH, PARTIAL DEPTH? HMA (ST) SURFACE, 1/2", PG58-28S	TONS	20.00	\$200.00	\$4,000.00	-	-	\$0.00	-	\$0.00	\$ -	\$0.00	0%	\$4,000.00		
80	MILLING	S.Y.	4,674.00	\$30.00	\$140,220.00	4,766.00	-	\$0.00	4,766.00	\$142,980.00	\$ -	\$142,980.00	102%	(\$2,760.00)		
81	PAVEMENT REMOVAL, PCC	S.Y.	15,770.00	\$6.50	\$102,505.00	15,878.80	-	\$0.00	15,878.80	\$103,212.20	\$ -	\$103,212.20	101%	(\$707.20)		
82	PAVEMENT REMOVAL, ACC	S.Y.	8,891.00	\$5.00	\$44,455.00	8,891.00	-	\$0.00	8,891.00	\$44,455.00	\$ -	\$44,455.00	100%	\$0.00		
83	CURB AND GUTTER REMOVAL	L.F.	1,619.00	\$10.00	\$16,190.00	1,593.60	-	\$0.00	1,593.60	\$15,936.00	\$ -	\$15,936.00	98%	\$254.00		
84	REMOVAL OF TRAFFIC SIGNALIZATION	LS	1.00	\$7,500.00	\$7,500.00	1.00	-	\$0.00	1.00	\$7,500.00	\$ -	\$7,500.00	100%	\$0.00		
85	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	44.00	\$100.00	\$4,400.00	44.00	-	\$0.00	44.00	\$4,400.00	\$ -	\$4,400.00	100%	\$0.00		
86	PAINTED SYMBOLS AND LEGENDS	EACH	18.00	\$75.00	\$1,350.00	20.00	-	\$0.00	20.00	\$1,500.00	\$ -	\$1,500.00	111%	(\$150.00)		
87	STOP SIGN(BLINKERTOP) FLASHING WITH SOLAR LED	L.S.	3.00	\$2,500.00	\$7,500.00	3.00	-	\$0.00	3.00	\$7,500.00	\$ -	\$7,500.00	100%	\$0.00		
88	STREET SIGNS (SIGNS, POST, & RECIEVER)	EACH	43.00	\$250.00	\$10,750.00	39.00	-	\$0.00	39.00	\$9,750.00	\$ -	\$9,750.00	91%	\$1,000.00		
89	TEMPORARY TRAFFIC CONTROL	L.S.	1.00	\$65,000.00	\$65,000.00	1.00	-	\$0.00	1.00	\$65,000.00	\$ -	\$65,000.00	100%	\$0.00		
90	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	6,715.00	\$0.30	\$2,014.50	8,832.00	-	\$0.00	8,832.00	\$2,649.60	\$ -	\$2,649.60	132%	(\$635.10)		
91	SOD	S.F.	53,466.00	\$0.75	\$40,099.50	64,300.00	-	\$0.00	64,300.00	\$48,225.00	\$ -	\$48,225.00	120%	(\$8,125.50)		
92	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1.00	\$15,000.00	\$15,000.00	1.00	-	\$0.00	1.00	\$15,000.00	\$ -	\$15,000.00	100%	\$0.00		
93	WATTLES, 9IN. STRAW	L.F.	7,008.00	\$2.00	\$14,016.00	325.00	-	\$0.00	325.00	\$650.00	\$ -	\$650.00	5%	\$13,366.00		
94	WATTLES, MAINTENANCE AND REMOVAL	L.F.	7,008.00	\$0.50	\$3,504.00	150.00	-	\$0.00	150.00	\$75.00	\$ -	\$75.00	2%	\$3,429.00		
95	INLET PROTECTION DEVICE, INSTALLATION	EACH	85.00	\$150.00	\$12,750.00	41.00	-	\$0.00	41.00	\$6,150.00	\$ -	\$6,150.00	48%	\$6,600.00		
96	INLET PROTECTION DEVICE, MAINTENANCE	EACH	85.00	\$50.00	\$4,250.00	-	-	\$0.00	-	\$0.00	\$ -	\$0.00	0%	\$4,250.00		
97	MOBILIZATION	L.S.	1.00	\$345,000.00	\$345,000.00	1.00	-	\$0.00	1.00	\$345,000.00	\$ -	\$345,000.00	100%	\$0.00		
98	MAILBOXES, RELOCATE & REINSTALL (PER POST)	EACH	25.00	\$500.00	\$12,500.00	35.00	-	\$0.00	35.00	\$17,500.00	\$ -	\$17,500.00	140%	(\$5,000.00)		
99	CONCRETE WASHOUT	LS	1.00	\$10,000.00	\$10,000.00	1.00	-	\$0.00	1.00	\$10,000.00	\$ -	\$10,000.00	100%	\$0.00		
8001	EWO 1 - Additional Signage	LS	1.00	\$550.00	\$550.00	1.00	-	\$0.00	1.00	\$550.00	\$ -	\$550.00	100%	\$ -		
8002	EWO 2 - Installation of Washington St fencing for Sturgis	LS	1.00	\$6,305.20	\$6,305.20	1.00	-	\$0.00	1.00	\$6,305.20	\$ -	\$6,305.20	100%	\$ -		
8003	Drainage Culvert from Ditch	LS	1.00	\$3,500.00	\$3,500.00	1.00	-	\$0.00	1.00	\$3,500.00	\$ -	\$3,500.00	100%	\$ -		
8004	JTC 2 - Pheasant Ridge Golf Course Cart Path Removal and Repaving	LF	3,108.00	\$24.47	\$76,052.76	2,952.00	-	\$0.00	2,952.00	\$72,235.44	\$ -	\$72,235.44	95%	\$3,817.32		
8005	Kaspend Place Sanitary Stub	LS	1.00	\$35,517.50	\$35,517.50	1.00	-	\$0.00	1.00	\$35,517.50	\$ -	\$35,517.50	100%	\$ -		
Totals						\$4,150,320.96			\$0.00		\$4,108,921.08	\$ -	\$4,108,921.08		\$41,399.89	

FUNDING SOURCE BREAKDOWN													
2021 Street Construction Project						Date: 07/30/23							
Project Number: RC-000-3227						Via (Engineer): Ben Claypool							
Contract Completion Date: 12/31/21						Principal Eng.							
A	B	C	D	E	F	J	K	Distribution of Funds					
Bid Item Number	Item Description	Unit	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	LOST	SRF	SCF	GO	GIF	CFU
1	CLEARING AND GRUBBING	L.S.	1.00	\$8,500.00	\$8,500.00	1.00	\$8,500.00	\$ 8,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
2	OFF-SITE TOPSOIL	C.Y.	1,117.00	\$25.00	\$27,925.00	1,249.00	\$31,225.00	\$ 31,225.00	\$ -	\$ -	\$ -	\$ -	\$ -
3	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	5,488.00	\$12.50	\$68,600.00	5,597.20	\$69,965.00	\$ 69,965.00	\$ -	\$ -	\$ -	\$ -	\$ -
4	EXCAVATION , CLASS 12, BOULDERS	C.Y.	25.00	\$30.00	\$750.00	-	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	BELOW GRADE EXCAVATION (CORE OUT)	C.Y.	520.00	\$12.50	\$6,500.00	30.00	\$375.00	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ -
6	SUBGRADE PREPARATION	STA.	33.00	\$250.00	\$8,250.00	3.25	\$812.50	\$ 812.50	\$ -	\$ -	\$ -	\$ -	\$ -
7	SUBGRADE TREATMENT, GEOGRID TENSAR TX-160	S.Y.	8,707.00	\$7.50	\$65,302.50	3,365.00	\$25,237.50	\$ 25,237.50	\$ -	\$ -	\$ -	\$ -	\$ -
8	SUBBASE, MODIFIED, 6 IN.	S.Y.	2,253.00	\$8.50	\$19,150.50	2,309.00	\$19,626.50	\$ 19,626.50	\$ -	\$ -	\$ -	\$ -	\$ -
9	SUBBASE, MODIFIED, 12 IN.	S.Y.	15,568.00	\$16.00	\$249,088.00	15,703.00	\$251,248.00	\$ 251,248.00	\$ -	\$ -	\$ -	\$ -	\$ -
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TONS	3,210.00	\$28.50	\$91,485.00	2,329.23	\$66,383.06	\$ 12,059.77	\$ -	\$ -	\$ -	\$ -	\$ 54,323.29
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8" TRUSS PIPE	L.F.	130.00	\$175.00	\$22,750.00	176.00	\$30,800.00	\$ -	\$ 30,800.00	\$ -	\$ -	\$ -	\$ -
12	SANITARY SEWER GRAVITY MAIN, TRENCHED, 12" TRUSS PIPE	L.F.	72.00	\$140.00	\$10,080.00	72.00	\$10,080.00	\$ -	\$ 10,080.00	\$ -	\$ -	\$ -	\$ -
13	SANITARY SEWER SERVICE STUB, 4" SDR 23.5	L.F.	5.00	\$250.00	\$1,250.00	70.00	\$17,500.00	\$ -	\$ 17,500.00	\$ -	\$ -	\$ -	\$ -
14	REMOVAL SANITARY SEWER	L.F.	202.00	\$10.00	\$2,020.00	248.00	\$2,480.00	\$ -	\$ 2,480.00	\$ -	\$ -	\$ -	\$ -
15	STORM SEWER, TRENCHED, 15 IN. HDPE	L.F.	1,106.00	\$53.00	\$58,618.00	1,090.00	\$57,770.00	\$ 57,770.00	\$ -	\$ -	\$ -	\$ -	\$ -
16	STORM SEWER, TRENCHED, 15 IN. RCP, 2000D	L.F.	276.00	\$75.00	\$20,700.00	276.00	\$20,700.00	\$ 20,700.00	\$ -	\$ -	\$ -	\$ -	\$ -
17	STORM SEWER, TRENCHED, 18 IN. HDPE	L.F.	175.00	\$59.00	\$10,325.00	175.00	\$10,325.00	\$ 10,325.00	\$ -	\$ -	\$ -	\$ -	\$ -
18	STORM SEWER, TRENCHED, 24 IN. HDPE	L.F.	289.00	\$66.00	\$19,074.00	299.00	\$19,734.00	\$ 19,734.00	\$ -	\$ -	\$ -	\$ -	\$ -
19	STORM SEWER, TRENCHED, 24 IN. R.C.P. 2000D	L.F.	28.00	\$87.00	\$2,436.00	28.00	\$2,436.00	\$ 2,436.00	\$ -	\$ -	\$ -	\$ -	\$ -
20	STORM SEWER, TRENCHED, 30 IN. HDPE	L.F.	78.00	\$93.00	\$7,254.00	78.00	\$7,254.00	\$ 7,254.00	\$ -	\$ -	\$ -	\$ -	\$ -
21	STORM SEWER, TRENCHED, 36 IN. HDPE	L.F.	243.00	\$94.00	\$22,842.00	255.00	\$23,970.00	\$ 23,970.00	\$ -	\$ -	\$ -	\$ -	\$ -
22	SPECIAL PIPE CONNECTIONS, SW-211	EACH	2.00	\$500.00	\$1,000.00	1.00	\$500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -
23	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	L.F.	4,796.00	\$8.00	\$38,368.00	4,796.00	\$38,368.00	\$ 38,368.00	\$ -	\$ -	\$ -	\$ -	\$ -
24	SUBDRAIN, PERFORATED, 6 IN.	L.F.	4,040.00	\$12.00	\$48,480.00	4,040.00	\$48,480.00	\$ 48,480.00	\$ -	\$ -	\$ -	\$ -	\$ -
25	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	22.00	\$250.00	\$5,500.00	20.00	\$5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
26	SUBDRAIN, SUMP PUMP TAP	EACH	45.00	\$325.00	\$14,625.00	45.00	\$14,625.00	\$ 14,625.00	\$ -	\$ -	\$ -	\$ -	\$ -
27	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	40.00	\$20.00	\$800.00	10.00	\$200.00	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -
28	WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	60.00	\$65.00	\$3,900.00	10.00	\$650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 650.00
29	WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	40.00	\$70.00	\$2,800.00	23.00	\$1,610.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,610.00
30	WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	2,460.00	\$72.00	\$177,120.00	2,559.00	\$184,248.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 184,248.00
31	FITTINGS, DUCTILE IRON	LBS.	5,200.00	\$10.00	\$52,000.00	1,399.00	\$13,990.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,990.00
32	SERVICE SHORTSIDE, 3/4"	EACH	22.00	\$1,750.00	\$38,500.00	19.00	\$33,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,250.00
33	SERVICE, LONGSIDE, 3/4"	EACH	13.00	\$2,500.00	\$32,500.00	12.00	\$30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
34	SERVICE, SHORTSIDE, 2"	EACH	1.00	\$3,250.00	\$3,250.00	2.00	\$6,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500.00
35	SERVICE, LONGSIDE, 2"	EACH	1.00	\$4,000.00	\$4,000.00	1.00	\$4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00
36	MECHANICAL JOINT RESTRAINT, 4"	EACH	12.00	\$150.00	\$1,800.00	9.00	\$1,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350.00
37	MECHANICAL JOINT RESTRAINT, 6"	EACH	12.00	\$150.00	\$1,800.00	14.00	\$2,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100.00
38	MECHANICAL JOINT RESTRAINT, 8"	EACH	24.00	\$160.00	\$3,840.00	30.00	\$4,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,800.00
39	JOINT RESTRAINT GASKET, 6"	EACH	4.00	\$150.00	\$600.00	-	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40	JOINT RESTRAINT GASKET, 8"	EACH	37.00	\$155.00	\$5,735.00	22.00	\$3,410.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,410.00
41	8" NITRILE GASKETS	EACH	66.00	\$155.00	\$10,230.00	74.00	\$11,470.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,470.00
42	VALVE, 8" MJ GATE W/ BOX	EACH	15.00	\$2,350.00	\$35,250.00	11.00	\$25,850.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,850.00
43	FIRE HYDRANT ASSEMBLY	EACH	6.00	\$5,400.00	\$32,400.00	6.00	\$32,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,400.00
44	VALVE BOX ADJUSTMENT	EACH	1.00	\$500.00	\$500.00	-	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45	MANHOLE, STORM SEWER, SW-401, 48" DIA.	EACH	3.00	\$4,000.00	\$12,000.00	3.00	\$12,000.00	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
46	MANHOLE, STORM SEWER, SW-401, 60" DIA.	EACH	1.00	\$4,850.00	\$4,850.00	1.00	\$4,850.00	\$ 4,850.00	\$ -	\$ -	\$ -	\$ -	\$ -
47	MANHOLE, SANITARY SEWER, SW-301, 48" DIA.	EACH	2.00	\$6,250.00	\$12,500.00	2.00	\$12,500.00	\$ -	\$ 12,500.00	\$ -	\$ -	\$ -	\$ -
48	INTAKE, SW-507	EACH	1.00	\$5,000.00	\$5,000.00	1.00	\$5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
49	INTAKE, SW-508	EACH	1.00	\$5,500.00	\$5,500.00	1.00	\$5,500.00	\$ 5,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
50	INTAKE, SW-510	EACH	1.00	\$7,250.00	\$7,250.00	1.00	\$7,250.00	\$ 7,250.00	\$ -	\$ -	\$ -	\$ -	\$ -
51	INTAKE, TYPE D	EACH	19.00	\$6,000.00	\$114,000.00	19.00	\$114,000.00	\$ 114,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
52	INTAKE, TYPE C TOP & INSERT	EACH	5.00	\$3,500.00	\$17,500.00	5.00	\$17,500.00	\$ 17,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
53	INTAKE, SINGLE FLAT INSERT	EACH	2.00	\$2,500.00	\$5,000.00	1.00	\$2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -

A	B			D	E	F	J	K	Distribution of Funds						
	Item	C	Unit						Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	LOST	SRF
Bid Item Number	Description														
54	INTAKE, DOUBLE FLAT INSERT	EACH	1.00	\$3,000.00	\$3,000.00	\$3,000.00	1.00	\$3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55	INTAKE, TYPE B INSERT	EACH	5.00	\$2,250.00	\$11,250.00	\$11,250.00	6.50	\$14,625.00	\$ 14,625.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
56	INTAKE, TYPE D INSERT	EACH	9.00	\$2,750.00	\$24,750.00	\$24,750.00	9.00	\$24,750.00	\$ 24,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
57	INTAKE, RA-3 TOP & INSERT	EACH	2.00	\$2,500.00	\$5,000.00	\$5,000.00	1.00	\$2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
58	INTAKE, RA-5 TOP & INSERT	EACH	8.00	\$2,500.00	\$20,000.00	\$20,000.00	6.00	\$15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
59	MANHOLE, ADJUSTMENT, MINOR	EACH	35.00	\$1,500.00	\$52,500.00	\$52,500.00	30.50	\$45,750.00	\$ -	\$45,750.00	\$ -	\$ -	\$ -	\$ -	\$ -
60	MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH	14.00	\$2,500.00	\$35,000.00	\$35,000.00	15.00	\$37,500.00	\$ -	\$37,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
61	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	46.00	\$500.00	\$23,000.00	\$23,000.00	52.00	\$26,000.00	\$ 26,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62	REMOVAL OF SANITARY MANHOLES	EACH	2.00	\$800.00	\$1,600.00	\$1,600.00	2.00	\$1,600.00	\$ -	\$1,600.00	\$ -	\$ -	\$ -	\$ -	\$ -
63	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	10,613.00	\$42.00	\$445,746.00	\$445,746.00	11,309.60	\$475,003.20	\$ 475,003.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 9 IN., CLASS "C"	S.Y.	5,178.00	\$55.00	\$284,790.00	\$284,790.00	5,283.80	\$290,609.00	\$ 290,609.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
65	CURB, PCC 7 IN. 2.0 FT WIDTH, TYPE "C" CLASS III	L.F.	515.00	\$30.50	\$15,707.50	\$15,707.50	491.00	\$14,975.50	\$ 14,975.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
66	CURB, PCC 7 IN. 2.5 FT WIDTH, TYPE "C" CLASS III	L.F.	1,105.00	\$19.00	\$20,995.00	\$20,995.00	1,093.00	\$20,767.00	\$ 20,767.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67	CURB, PCC 7 IN. 3.5 FT WIDTH, TYPE "C" CLASS III	L.F.	76.00	\$55.00	\$4,180.00	\$4,180.00	102.30	\$5,626.50	\$ 5,626.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
68	3000 LB, PCC MIX	C.Y.	7.00	\$600.00	\$4,200.00	\$4,200.00	9.00	\$5,400.00	\$ 5,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
69	HMA, (ST), SURF., 1/2", PG58-28S	TON	2,686.00	\$120.00	\$322,320.00	\$322,320.00	3,081.25	\$369,750.00	\$ 369,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
70	HMA, (ST), BASE, 3/4", PG58-28S	TON	2,686.00	\$119.00	\$319,634.00	\$319,634.00	2,520.62	\$299,953.78	\$ 299,953.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
71	REMOVAL OF DRIVEWAY	S.Y.	769.00	\$8.00	\$6,152.00	\$6,152.00	777.30	\$6,218.40	\$ 6,218.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
72	REMOVAL OF SIDEWALK	S.Y.	1,131.00	\$8.00	\$9,048.00	\$9,048.00	1,417.30	\$11,338.40	\$ 10,001.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,336.80
73	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	1,122.00	\$43.00	\$48,246.00	\$48,246.00	1,262.60	\$54,291.80	\$ 47,106.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,185.30
74	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	281.00	\$51.00	\$14,331.00	\$14,331.00	300.20	\$15,310.20	\$ 15,310.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
75	DETECTABLE WARNINGS	S.F.	482.00	\$51.00	\$24,582.00	\$24,582.00	584.60	\$29,814.60	\$ 29,814.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
76	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	644.00	\$48.00	\$30,912.00	\$30,912.00	900.60	\$43,228.80	\$ 43,228.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
77	GRANULAR SURFACING, 1-INCH ROADSTONE	TONS	310.00	\$30.00	\$9,300.00	\$9,300.00	69.93	\$2,097.90	\$ 2,097.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
78	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	34.00	\$225.00	\$7,650.00	\$7,650.00	35.10	\$7,897.50	\$ 7,897.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
79	PATCH, PARTIAL DEPTH? HMA (ST) SURFACE, 1/2", PG58-28S	TONS	20.00	\$200.00	\$4,000.00	\$4,000.00	-	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
80	MILLING	S.Y.	4,674.00	\$30.00	\$140,220.00	\$140,220.00	4,766.00	\$142,980.00	\$ 142,980.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
81	PAVEMENT REMOVAL, PCC	S.Y.	15,770.00	\$6.50	\$102,505.00	\$102,505.00	15,878.80	\$103,212.20	\$ 103,212.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
82	PAVEMENT REMOVAL, ACC	S.Y.	8,891.00	\$5.00	\$44,455.00	\$44,455.00	8,891.00	\$44,455.00	\$ 44,455.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
83	CURB AND GUTTER REMOVAL	L.F.	1,619.00	\$10.00	\$16,190.00	\$16,190.00	1,593.60	\$15,936.00	\$ 15,936.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
84	REMOVAL OF TRAFFIC SIGNALIZATION	LS	1.00	\$7,500.00	\$7,500.00	\$7,500.00	1.00	\$7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
85	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	44.00	\$100.00	\$4,400.00	\$4,400.00	44.00	\$4,400.00	\$ 4,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
86	PAINTED SYMBOLS AND LEGENDS	EACH	18.00	\$75.00	\$1,350.00	\$1,350.00	20.00	\$1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
87	STOP SIGN(BLINKERSTOP) FLASHING WITH SOLAR LED	L.S.	3.00	\$2,500.00	\$7,500.00	\$7,500.00	3.00	\$7,500.00	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -
88	STREET SIGNS (SIGNS, POST, & RECEIVER)	EACH	43.00	\$250.00	\$10,750.00	\$10,750.00	39.00	\$9,750.00	\$ 9,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89	TEMPORARY TRAFFIC CONTROL	L.S.	1.00	\$65,000.00	\$65,000.00	\$65,000.00	1.00	\$65,000.00	\$ 65,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	6,715.00	\$0.30	\$2,014.50	\$2,014.50	8,832.00	\$2,649.60	\$ 2,649.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
91	SOD	S.F.	53,466.00	\$0.75	\$40,099.50	\$40,099.50	64,300.00	\$48,225.00	\$ 48,225.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1.00	\$15,000.00	\$15,000.00	\$15,000.00	1.00	\$15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
93	WATTLES, 9IN. STRAW	L.F.	7,008.00	\$2.00	\$14,016.00	\$14,016.00	325.00	\$650.00	\$ 650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
94	WATTLES, MAINTENANCE AND REMOVAL	L.F.	7,008.00	\$0.50	\$3,504.00	\$3,504.00	150.00	\$75.00	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95	INLET PROTECTION DEVICE, INSTALLATION	EACH	85.00	\$150.00	\$12,750.00	\$12,750.00	41.00	\$6,150.00	\$ 6,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96	INLET PROTECTION DEVICE, MAINTENANCE	EACH	85.00	\$50.00	\$4,250.00	\$4,250.00	-	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	MOBILIZATION	L.S.	1.00	\$345,000.00	\$345,000.00	\$345,000.00	1.00	\$345,000.00	\$ 56,000.00	\$ -	\$ 229,000.00	\$ 60,000.00	\$ -	\$ -	\$ -
98	MAILBOXES, RELOCATE & REINSTALL (PER POST)	EACH	25.00	\$500.00	\$12,500.00	\$12,500.00	35.00	\$17,500.00	\$ 17,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	CONCRETE WASHOUT	LS	1.00	\$10,000.00	\$10,000.00	\$10,000.00	1.00	\$10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8001	EWO 1 - Additional Signage	LS	1.00	\$ 550.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00	\$ 550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8002	EWO 2 - Installation of Washington St fencing for Sturgis	LS	1.00	\$ 6,305.20	\$ 6,305.20	\$ 6,305.20	1.00	\$ 6,305.20	\$ 6,305.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8003	Drainage Culvert from Ditch	LS	1.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -
8004	ITC 2 - Pheasant Ridge Golf Course Cart Path Removal and Repaving	LF	3,108.00	\$ 24.47	\$ 76,052.76	\$ 76,052.76	2,952.00	\$ 72,235.44	\$ -	\$ -	\$ -	\$ -	\$ 72,235.44	\$ -	\$ -
8005	Kaspand Place Sanitary Stub	LS	1.00	\$ 35,517.50	\$ 35,517.50	\$ 35,517.50	1.00	\$ 35,517.50	\$ -	\$ 35,517.50	\$ -	\$ -	\$ -	\$ -	\$ -
8006	Liquidated Damages	DAYS	73.00	\$ (1,000.00)	\$ (73,000.00)	\$ (73,000.00)	73.00	\$ (73,000.00)	\$ (73,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals						\$4,077,320.96		\$4,035,921.08	\$ 3,051,484.75	\$ 193,727.50	\$ 240,000.00	\$ 60,000.00	\$ 72,235.44	\$ 418,473.39	

Performance, Payment and Maintenance Bond

SURETY BOND NO. 107398349

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Four Million Twenty Eight Thousand Three Hundred Ninety Five Dollars and Fifty Cents (\$ 4,028,395.50), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 5th day of April, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2021 Street Construction Project
Paving/ Subdrainage
Project RC-000-3227**

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

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

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

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

Project No. RC-000-3227

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

Surety Countersigned By:

PRINCIPAL:

Not Applicable

Signature of Agent

Printed Name of Agent

Company Name

Company Address

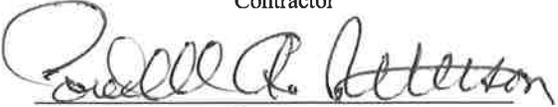
City, State, Zip Code

Company Telephone Number

Peterson Contractors, Inc.

Contractor

By:



Signature

president

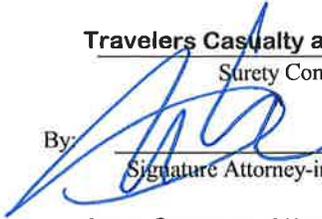
Title

SURETY:

Travelers Casualty and Surety Company of America

Surety Company

By:



Signature Attorney-in-Fact Officer

Anne Crowner, Attorney-in-Fact & Iowa Resident Agent

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **Waukegan, Iowa**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

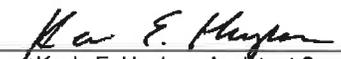
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of April, 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached**



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Benjamin Claypool, Principal Engineer, PE, PhD

DATE: July 31, 2023

SUBJECT: 2022 Street Construction Project
 City Project Number: RC-000-3230
 Final Acceptance

The 2022 Street Construction Project is completed and ready for final acceptance. This project involved the full removal and replacement of two (2) streets, HMA overlay of three (3) streets, and an HMA overlay with sawed and sealed joints of Hudson Road. This project was under contract with Peterson Contractors, Inc. of Reinbeck, Iowa. Attached please find the following final documents:

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

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

<p><u>Peterson Contractors, Inc. Suppliers:</u> Utility Equipment Co. Midstates Precast Products Benton's Ready Mixed Concrete BMC Aggregates, LC Bob Walters & Sons Trucking Coleman Moore Leymaster Tile, LLC Northern IA Construction Products Service Signing LC</p>	<p><u>Peterson Contractors, Inc. subcontractors:</u> Owen Contracting, Inc. - Construction Materials, Inc. - Benton's Ready Mixed Concrete Matthias Landscaping Co. - Oleson Sod Co. ASPRO, Inc. - Bituminous Materials & Supply Co., LP - BMC Aggregates, LC - Utility Equipment Company - B&B Bower's Masonry - Benton's Ready Mixed Concrete - Stetson Building Products Meli, LLC - Benton's Ready Mixed Concrete - Stetson Building Products - Utility Equipment Co. Laser Line Striping & Sweeping - Custom Products - Xcessories X2 - Diamond Vogel KW Electric S.O.S</p>
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This project was primarily funded by the "Local Option Sales Tax". Below is a breakdown of final contract costs and the funding sources utilized:

Funding Source	Attributed Costs
Street Construction Fund	\$344,937.62
Local Options Sales Tax	\$2,514,723.87
GO 2022	\$60,000.00
Sanitary Sewer Rental Fund	\$59,942.61
Cedar Falls Utilities	\$435,660.15
Golf Improvement Fund	\$49,200.75

With Council approval a transfer of funds from the following funding sources to the Street Repair Fund (LOST) will be made per Iowa Code 545-2.5.

Funding Source	Attributed Costs
Street Construction Fund	\$344,937.62
GO 2022	\$60,000.00
Sanitary Sewer Rental Fund	\$59,942.61
Golf Improvement Fund	\$49,200.75

A transfer of funds from the following funding sources to the Street Repair Fund (LOST) has been made.

I certify that the public improvements for the 2022 Street Construction Project were completed in reasonable compliance with the project plans and specifications.


7/31/23

Benjamin Claypool
Date

xc: Chase Schrage, Director of Public Works
 David Wicke, P.E., City Engineer
 Lisa Roeding, Controller/City Treasurer



CONTRACTOR'S APPLICATION FOR PAYMENT

Retainage Release

Pay Application

2022 Street Construction Project		Application Period: 12/31/22 to 07/19/23	Application Date: 07/20/23
Project Number: RC-000-3230	To (Owner): City of Cedar Falls	Via (Engineer): Ben Claypool	
Contract Completion Date: Fall 2022	From (Contractor): PCI	Principal Engineer	

Change Order Summary		
Approved Change Orders:		
Number	Additions (a)	Deductions (b)
1	\$ 3,025.00	\$ -
2	\$ 104,702.40	\$ -
3	\$ 24,478.00	\$ -
4	\$ 49,747.50	\$ -
5	\$ 560.00	\$ -
6	\$ 14,342.61	\$ -
7	\$ -	\$ -
8	\$ -	\$ -
9	\$ -	\$ -
10	\$ -	\$ -
11	\$ -	\$ -
12	\$ -	\$ -
13	\$ -	\$ -
14	\$ -	\$ -
15	\$ -	\$ -
Totals	\$ 196,855.51	\$ -
Net Change by Change Orders		
(a) + (b) = (c)	\$	196,855.51

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is ~~not~~ **active**.

By (Contractor): _____
Date: _____ Matt Bohlen

1. ORIGINAL CONTRACT PRICE	\$	3,266,189.70
2. NET CHANGE BY CHANGE ORDERS (c)	\$	196,855.51
3. CURRENT CONTRACT PRICE	\$	3,463,045.21
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)	\$	3,464,465.00
5. RETAINAGE		
a. 5% x \$ 3,464,465.00 Work Completed	\$	-
b. 5% x \$ - Stored Materials	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
6. CUMULATIVE LIQUIDATED DAMAGES CHARGED		
0 Days x \$ 1,000.00 Per Day	\$	-
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6)	\$	3,464,465.00
8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application)	\$	3,291,241.75
9. AMOUNT DUE THIS APPLICATION	\$	173,223.25
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)	\$	3,464,465.00
11. % OF COMPLETION		
Original Contract Price (Line 10 ÷ Line 1)		106%
Current Contract Price (Line 10 ÷ Line 3)		100%
Payment of:	\$	173,223.25 (Line 9 or Other: Attach Explanation if Other Amount)

Is Respectfully Submitted: Benjamin Claypool **7/24/23**
Ben Claypool, Principal Engineer Date

CONTRACTOR'S APPLICATION FOR PAYMENT No. 0 Estimate

2022 Street Construction Project			Application Period: 12/31/22 to 07/19/23		Application Date: 07/20/23	
Project Number: RC-000-3230			To (Owner): City of Cedar Falls		Via (Engineer): Ben Claypool	
Contract Completion Date: Fall 2022			From (Contractor): PCI		Principal Engineer	

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Item			Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)	Item Completed
Bid Item Number	Description	Unit													
1	OFF-SITE TOPSOIL	C.Y.	673.00	\$ 30.00	\$ 20,190.00	678.00	-	\$ -	678.00	\$ 20,340.00	\$ -	\$ 20,340.00	101%	\$ (150.00)	X
2	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	2,560.00	\$ 14.00	\$ 35,840.00	2,674.00	-	\$ -	2,674.00	\$ 37,436.00	\$ -	\$ 37,436.00	104%	\$ (1,596.00)	X
3	EXCAVATION, CLASS 12, BOULDERS	C.Y.	10.00	\$ 30.00	\$ 300.00	10.00	-	\$ -	10.00	\$ 300.00	\$ -	\$ 300.00	100%	\$ -	X
4	BELOW GRADE EXCAVATION (CORE OUT)	C.Y.	256.00	\$ 14.00	\$ 3,584.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 3,584.00	X
5	SUBGRADE PREPARATION	STA.	18.00	\$ 300.00	\$ 5,400.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 5,400.00	X
6	SUBGRADE TREATMENT, GEOGRID TENSAR TX-160	S.Y.	4,607.00	\$ 8.50	\$ 39,159.50	5,973.00	-	\$ -	5,973.00	\$ 50,770.50	\$ -	\$ 50,770.50	130%	\$ (11,611.00)	X
7	SUBBASE, MODIFIED, 6 IN.	S.Y.	14.00	\$ 30.00	\$ 420.00	23.00	-	\$ -	23.00	\$ 690.00	\$ -	\$ 690.00	164%	\$ (270.00)	X
8	SUBBASE, MODIFIED, 12 IN.	S.Y.	7,951.00	\$ 17.00	\$ 135,167.00	7,951.00	-	\$ -	7,951.00	\$ 135,167.00	\$ -	\$ 135,167.00	100%	\$ -	X
9	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TONS	2,253.00	\$ 31.00	\$ 69,843.00	2,547.10	-	\$ -	2,547.10	\$ 78,960.10	\$ -	\$ 78,960.10	113%	\$ (9,117.10)	X
10	STORM SEWER, TRENCHED, 15 IN. HDPE	L.F.	651.00	\$ 64.00	\$ 41,664.00	681.00	-	\$ -	681.00	\$ 43,584.00	\$ -	\$ 43,584.00	105%	\$ (1,920.00)	X
11	STORM SEWER, TRENCHED, 15 IN. RCP, 2000D	L.F.	218.00	\$ 88.00	\$ 19,184.00	218.00	-	\$ -	218.00	\$ 19,184.00	\$ -	\$ 19,184.00	100%	\$ -	X
12	STORM SEWER, TRENCHED, 24 IN. HDPE	L.F.	676.00	\$ 82.00	\$ 55,432.00	676.00	-	\$ -	676.00	\$ 55,432.00	\$ -	\$ 55,432.00	100%	\$ -	X
13	STORM SEWER, TRENCHED, 30 IN. HDPE	L.F.	345.00	\$ 100.00	\$ 34,500.00	345.00	-	\$ -	345.00	\$ 34,500.00	\$ -	\$ 34,500.00	100%	\$ -	X
14	STORM SEWER, TRENCHED, 36 IN. HDPE	L.F.	329.00	\$ 125.00	\$ 41,125.00	329.00	-	\$ -	329.00	\$ 41,125.00	\$ -	\$ 41,125.00	100%	\$ -	X
15	SPECIAL PIPE CONNECTIONS, SW-211	EACH	2.00	\$ 500.00	\$ 1,000.00	3.00	-	\$ -	3.00	\$ 1,500.00	\$ -	\$ 1,500.00	150%	\$ (500.00)	X
16	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	L.F.	2,798.00	\$ 8.00	\$ 22,384.00	2,798.00	-	\$ -	2,798.00	\$ 22,384.00	\$ -	\$ 22,384.00	100%	\$ -	X
17	SUBDRAIN, PERFORATED, 6 IN.	L.F.	1,623.00	\$ 15.00	\$ 24,345.00	1,623.00	-	\$ -	1,623.00	\$ 24,345.00	\$ -	\$ 24,345.00	100%	\$ -	X
18	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	18.00	\$ 300.00	\$ 5,400.00	18.00	-	\$ -	18.00	\$ 5,400.00	\$ -	\$ 5,400.00	100%	\$ -	X
19	SUBDRAIN, SUMP PUMP TAP	EACH	39.00	\$ 275.00	\$ 10,725.00	39.00	-	\$ -	39.00	\$ 10,725.00	\$ -	\$ 10,725.00	100%	\$ -	X
20	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	20.00	\$ 20.00	\$ 400.00	15.00	-	\$ -	15.00	\$ 300.00	\$ -	\$ 300.00	75%	\$ 100.00	X
21	WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	25.00	\$ 105.00	\$ 2,625.00	29.00	-	\$ -	29.00	\$ 3,045.00	\$ -	\$ 3,045.00	116%	\$ (420.00)	X
22	WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	20.00	\$ 80.00	\$ 1,600.00	17.00	-	\$ -	17.00	\$ 1,360.00	\$ -	\$ 1,360.00	85%	\$ 240.00	X
23	WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	2,303.00	\$ 85.00	\$ 195,755.00	1,888.00	-	\$ -	1,888.00	\$ 160,480.00	\$ -	\$ 160,480.00	82%	\$ 35,275.00	X
24	WATER MAIN, TRENCHED, 12" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	100.00	\$ 121.00	\$ 12,100.00	97.00	-	\$ -	97.00	\$ 11,737.00	\$ -	\$ 11,737.00	97%	\$ 363.00	X
25	FITTINGS, DUCTILE IRON	LBS.	3,521.00	\$ 11.50	\$ 40,491.50	1,788.00	-	\$ -	1,788.00	\$ 20,562.00	\$ -	\$ 20,562.00	51%	\$ 19,929.50	X
26	SERVICE SHORTSIDE, 3/4"	EACH	15.00	\$ 2,200.00	\$ 33,000.00	14.00	-	\$ -	14.00	\$ 30,800.00	\$ -	\$ 30,800.00	93%	\$ 2,200.00	X
27	SERVICE, LONGSIDE, 3/4"	EACH	19.00	\$ 2,800.00	\$ 53,200.00	19.00	-	\$ -	19.00	\$ 53,200.00	\$ -	\$ 53,200.00	100%	\$ -	X
28	MECHANICAL JOINT RESTRAINT, 4"	EACH	11.00	\$ 175.00	\$ 1,925.00	16.00	-	\$ -	16.00	\$ 2,800.00	\$ -	\$ 2,800.00	145%	\$ (875.00)	X
29	MECHANICAL JOINT RESTRAINT, 6"	EACH	11.00	\$ 175.00	\$ 1,925.00	12.00	-	\$ -	12.00	\$ 2,100.00	\$ -	\$ 2,100.00	109%	\$ (175.00)	X
30	MECHANICAL JOINT RESTRAINT, 8"	EACH	18.00	\$ 200.00	\$ 3,600.00	30.00	-	\$ -	30.00	\$ 6,000.00	\$ -	\$ 6,000.00	167%	\$ (2,400.00)	X
31	MECHANICAL JOINT RESTRAINT, 12"	EACH	12.00	\$ 275.00	\$ 3,300.00	15.00	-	\$ -	15.00	\$ 4,125.00	\$ -	\$ 4,125.00	125%	\$ (825.00)	X
32	JOINT RESTRAINT GASKET, 4"	EACH	1.00	\$ 225.00	\$ 225.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 225.00	X
33	JOINT RESTRAINT GASKET, 6"	EACH	2.00	\$ 250.00	\$ 500.00	12.00	-	\$ -	12.00	\$ 3,000.00	\$ -	\$ 3,000.00	600%	\$ (2,500.00)	X
34	JOINT RESTRAINT GASKET, 8"	EACH	18.00	\$ 275.00	\$ 4,950.00	21.00	-	\$ -	21.00	\$ 5,775.00	\$ -	\$ 5,775.00	117%	\$ (825.00)	X
35	JOINT RESTRAINT GASKET, 12"	EACH	5.00	\$ 350.00	\$ 1,750.00	2.00	-	\$ -	2.00	\$ 700.00	\$ -	\$ 700.00	40%	\$ 1,050.00	X
36	6" NITRILE GASKETS	EACH	4.00	\$ 200.00	\$ 800.00	4.00	-	\$ -	4.00	\$ 800.00	\$ -	\$ 800.00	100%	\$ -	X
37	8" NITRILE GASKETS	EACH	94.00	\$ 225.00	\$ 21,150.00	69.00	-	\$ -	69.00	\$ 15,525.00	\$ -	\$ 15,525.00	73%	\$ 5,625.00	X
38	12" NITRILE GASKETS	EACH	2.00	\$ 250.00	\$ 500.00	16.00	-	\$ -	16.00	\$ 4,000.00	\$ -	\$ 4,000.00	800%	\$ (3,500.00)	X
39	VALVE, 8" MJ GATE W/ BOX	EACH	5.00	\$ 2,800.00	\$ 14,000.00	6.00	-	\$ -	6.00	\$ 16,800.00	\$ -	\$ 16,800.00	120%	\$ (2,800.00)	X
40	VALVE, 12" MJ GATE W/ BOX	EACH	2.00	\$ 4,300.00	\$ 8,600.00	2.00	-	\$ -	2.00	\$ 8,600.00	\$ -	\$ 8,600.00	100%	\$ -	X
41	FIRE HYDRANT ASSEMBLY	EACH	5.00	\$ 6,700.00	\$ 33,500.00	4.00	-	\$ -	4.00	\$ 26,800.00	\$ -	\$ 26,800.00	80%	\$ 6,700.00	X
42	VALVE BOX ADJUSTMENT	EACH	2.00	\$ 650.00	\$ 1,300.00	5.00	-	\$ -	5.00	\$ 3,250.00	\$ -	\$ 3,250.00	250%	\$ (1,950.00)	X
43	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	3.00	\$ 1,350.00	\$ 4,050.00	2.00	-	\$ -	2.00	\$ 2,700.00	\$ -	\$ 2,700.00	67%	\$ 1,350.00	X
44	MANHOLE, STORM SEWER, SW-401, 48" DIA.	EACH	6.00	\$ 4,600.00	\$ 27,600.00	6.00	-	\$ -	6.00	\$ 27,600.00	\$ -	\$ 27,600.00	100%	\$ -	X
45	MANHOLE, SANITARY SEWER, SW-301, 48" DIA.	EACH	6.00	\$ 6,850.00	\$ 41,100.00	6.00	-	\$ -	6.00	\$ 41,100.00	\$ -	\$ 41,100.00	100%	\$ -	X
46	INTAKE, SW-507	EACH	1.00	\$ 6,300.00	\$ 6,300.00	1.00	-	\$ -	1.00	\$ 6,300.00	\$ -	\$ 6,300.00	100%	\$ -	X
47	INTAKE, SW-509	EACH	2.00	\$ 7,700.00	\$ 15,400.00	2.00	-	\$ -	2.00	\$ 15,400.00	\$ -	\$ 15,400.00	100%	\$ -	X
48	INTAKE, SW-510	EACH	1.00	\$ 9,300.00	\$ 9,300.00	1.00	-	\$ -	1.00	\$ 9,300.00	\$ -	\$ 9,300.00	100%	\$ -	X
49	INTAKE, TYPE B	EACH	3.00	\$ 6,300.00	\$ 18,900.00	3.00	-	\$ -	3.00	\$ 18,900.00	\$ -	\$ 18,900.00	100%	\$ -	X
50	INTAKE, TYPE D	EACH	18.00	\$ 7,700.00	\$ 138,600.00	18.00	-	\$ -	18.00	\$ 138,600.00	\$ -	\$ 138,600.00	100%	\$ -	X
51	INTAKE, SINGLE FLAT	EACH	1.00	\$ 5,800.00	\$ 5,800.00	1.00	-	\$ -	1.00	\$ 5,800.00	\$ -	\$ 5,800.00	100%	\$ -	X
52	INTAKE, DOUBLE FLAT	EACH	1.00	\$ 8,000.00	\$ 8,000.00	1.00	-	\$ -	1.00	\$ 8,000.00	\$ -	\$ 8,000.00	100%	\$ -	X
53	INTAKE, SW-507 TOP & INSERT	EACH	14.00	\$ 2,300.00	\$ 32,200.00	14.00	-	\$ -	14.00	\$ 32,200.00	\$ -	\$ 32,200.00	100%	\$ -	X
54	INTAKE, SW-509 TOP & INSERT	EACH	2.00	\$ 2,700.00	\$ 5,400.00	2.50	-	\$ -	2.50	\$ 6,750.00	\$ -	\$ 6,750.00	125%	\$ (1,350.00)	X
55	MANHOLE, ADJUSTMENT, MINOR	EACH	6.25	\$ 1,600.00	\$ 10,000.00	5.75	-	\$ -	5.75	\$ 9,200.00	\$ -	\$ 9,200.00	92%	\$ 800.00	X
56	MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH	13.00	\$ 2,800.00	\$ 36,400.00	13.00	-	\$ -	13.00	\$ 36,400.00	\$ -	\$ 36,400.00	100%	\$ -	X

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Bid Item Number	Item Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)	Item Completed
58	REMOVAL OF SANITARY MANHOLES	EACH	6.00	\$ 850.00	\$ 5,100.00	6.50	-	\$ -	6.50	\$ 5,525.00	\$ -	\$ 5,525.00	108%	\$ (425.00)	X
59	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	2,590.00	\$ 51.00	\$ 132,090.00	2,689.20	-	\$ -	2,689.20	\$ 137,149.20	\$ -	\$ 137,149.20	104%	\$ (5,059.20)	X
60	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 8 IN., CLASS "C"	S.Y.	4,520.00	\$ 52.00	\$ 235,040.00	4,563.10	-	\$ -	4,563.10	\$ 237,281.20	\$ -	\$ 237,281.20	101%	\$ (2,241.20)	X
61	CURB, PCC 7 IN. 5.5 FT WIDTH, TYPE "C" CLASS III	L.F.	30.00	\$ 95.00	\$ 2,850.00	6.50	-	\$ -	6.50	\$ 617.50	\$ -	\$ 617.50	22%	\$ 2,232.50	X
62	CURB, PCC 7 IN. 2.0 FT WIDTH, TYPE "C" CLASS III	L.F.	105.00	\$ 48.00	\$ 5,040.00	159.00	-	\$ -	159.00	\$ 7,632.00	\$ -	\$ 7,632.00	151%	\$ (2,592.00)	X
63	HMA, (ST), SURF., 1/2", PG58-28S	TON	2,078.00	\$ 132.00	\$ 274,296.00	2,317.91	-	\$ -	2,317.91	\$ 305,964.12	\$ -	\$ 305,964.12	112%	\$ (31,668.12)	X
64	HMA, (ST), BASE, 3/4", PG58-28S	TON	2,078.00	\$ 130.00	\$ 270,140.00	2,061.31	-	\$ -	2,061.31	\$ 267,970.30	\$ -	\$ 267,970.30	99%	\$ 2,169.70	X
65	REMOVAL OF DRIVEWAY	S.Y.	607.00	\$ 9.00	\$ 5,463.00	607.00	-	\$ -	607.00	\$ 5,463.00	\$ -	\$ 5,463.00	100%	\$ -	X
66	REMOVAL OF SIDEWALK	S.Y.	382.00	\$ 9.00	\$ 3,438.00	527.30	-	\$ -	527.30	\$ 4,745.70	\$ -	\$ 4,745.70	138%	\$ (1,307.70)	X
67	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	287.00	\$ 55.00	\$ 15,785.00	417.30	-	\$ -	417.30	\$ 22,951.50	\$ -	\$ 22,951.50	145%	\$ (7,166.50)	X
68	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	90.00	\$ 80.00	\$ 7,200.00	110.00	-	\$ -	110.00	\$ 8,800.00	\$ -	\$ 8,800.00	122%	\$ (1,600.00)	X
69	DETECTABLE WARNINGS	S.F.	230.00	\$ 52.00	\$ 11,960.00	238.00	-	\$ -	238.00	\$ 12,376.00	\$ -	\$ 12,376.00	103%	\$ (416.00)	X
70	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	607.00	\$ 58.00	\$ 35,206.00	702.70	-	\$ -	702.70	\$ 40,756.60	\$ -	\$ 40,756.60	116%	\$ (5,550.60)	X
71	GRANULAR SURFACING, 1-INCH ROADSTONE	TONS	20.00	\$ 36.50	\$ 730.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 730.00	X
72	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	24.00	\$ 250.00	\$ 6,000.00	14.00	-	\$ -	14.00	\$ 3,500.00	\$ -	\$ 3,500.00	58%	\$ 2,500.00	X
73	PATCH, PARTIAL DEPTH? HMA (ST) SURFACE, 1/2", PG58-28S	TONS	10.00	\$ 250.00	\$ 2,500.00	14.98	-	\$ -	14.98	\$ 3,745.00	\$ -	\$ 3,745.00	150%	\$ (1,245.00)	X
74	MILLING	S.Y.	1,363.00	\$ 36.00	\$ 49,068.00	1,539.00	-	\$ -	1,539.00	\$ 55,404.00	\$ -	\$ 55,404.00	113%	\$ (6,336.00)	X
75	PAVEMENT REMOVAL, PCC	S.Y.	7,110.00	\$ 7.50	\$ 53,325.00	7,210.00	-	\$ -	7,210.00	\$ 54,075.00	\$ -	\$ 54,075.00	101%	\$ (750.00)	X
76	PAVEMENT REMOVAL, ACC	S.Y.	7,110.00	\$ 6.50	\$ 46,215.00	7,173.00	-	\$ -	7,173.00	\$ 46,624.50	\$ -	\$ 46,624.50	101%	\$ (409.50)	X
77	CURB AND GUTTER REMOVAL	L.F.	135.00	\$ 10.00	\$ 1,350.00	143.00	-	\$ -	143.00	\$ 1,430.00	\$ -	\$ 1,430.00	106%	\$ (80.00)	X
78	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	124.00	\$ 80.00	\$ 9,920.00	124.00	-	\$ -	124.00	\$ 9,920.00	\$ -	\$ 9,920.00	100%	\$ -	X
79	PAINTED SYMBOLS AND LEGENDS	EACH	22.00	\$ 75.00	\$ 1,650.00	22.00	-	\$ -	22.00	\$ 1,650.00	\$ -	\$ 1,650.00	100%	\$ -	X
80	STREET SIGNS (SIGNS, POST, & RECIEVER)	EACH	22.00	\$ 325.00	\$ 7,150.00	22.00	-	\$ -	22.00	\$ 7,150.00	\$ -	\$ 7,150.00	100%	\$ -	X
81	TEMPORARY TRAFFIC CONTROL	L.S.	1.00	\$ 63,500.00	\$ 63,500.00	1.00	-	\$ -	1.00	\$ 63,500.00	\$ -	\$ 63,500.00	100%	\$ -	X
82	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	1,936.00	\$ 0.65	\$ 1,258.40	7,747.00	-	\$ -	7,747.00	\$ 5,035.55	\$ -	\$ 5,035.55	400%	\$ (3,777.15)	X
83	SOD	S.F.	34,351.00	\$ 0.80	\$ 27,480.80	38,700.00	-	\$ -	38,700.00	\$ 30,960.00	\$ -	\$ 30,960.00	113%	\$ (3,479.20)	X
84	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	-	\$ -	1.00	\$ 10,000.00	\$ -	\$ 10,000.00	100%	\$ -	X
85	WATTLES, 9IN. STRAW	L.F.	3,554.00	\$ 2.25	\$ 7,996.50	375.00	-	\$ -	375.00	\$ 843.75	\$ -	\$ 843.75	11%	\$ 7,152.75	X
86	WATTLES, MAINTENANCE AND REMOVAL	L.F.	3,554.00	\$ 0.50	\$ 1,777.00	375.00	-	\$ -	375.00	\$ 187.50	\$ -	\$ 187.50	11%	\$ 1,589.50	X
87	INLET PROTECTION DEVICE, INSTALLATION	EACH	50.00	\$ 150.00	\$ 7,500.00	26.00	-	\$ -	26.00	\$ 3,900.00	\$ -	\$ 3,900.00	52%	\$ 3,600.00	X
88	INLET PROTECTION DEVICE, MAINTENANCE	EACH	50.00	\$ 50.00	\$ 2,500.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 2,500.00	X
89	MOBILIZATION	L.S.	1.00	\$ 368,000.00	\$ 368,000.00	1.00	-	\$ -	1.00	\$ 368,000.00	\$ -	\$ 368,000.00	100%	\$ -	X
90	CONCRETE WASHOUT	LS	1.00	\$ 15,000.00	\$ 15,000.00	1.00	-	\$ -	1.00	\$ 15,000.00	\$ -	\$ 15,000.00	100%	\$ -	X
91	SAW AND SEAL JOINTS	LF	25,440.00	\$ 7.30	\$ 185,712.00	25,440.00	-	\$ -	25,440.00	\$ 185,712.00	\$ -	\$ 185,712.00	100%	\$ -	X
92	EXCAVATION AND DISPOSAL OF CONTAMINATED SOIL	CY	216.00	\$ 90.00	\$ 19,440.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0%	\$ 19,440.00	X
8000	Temporary EV Hookup	LS	1.00	\$ 3,025.00	\$ 3,025.00	1.00	-	\$ -	1.00	\$ 3,025.00	\$ -	\$ 3,025.00	100%	\$ -	X
8001	Birdsall Park - Southern Entrance Drive (3" HMA Overlay)	TONS	162.00	\$ 141.90	\$ 22,987.80	162.00	-	\$ -	162.00	\$ 22,987.80	\$ -	\$ 22,987.80	100%	\$ -	X
8002	Birdsall Park - Southern Lot (2" HMA Overlay)	TONS	529.00	\$ 141.90	\$ 75,065.10	526.96	-	\$ -	526.96	\$ 74,775.62	\$ -	\$ 74,775.62	100%	\$ 289.48	X
8003	Birdsall Park - Striping	STA	25.05	\$ 110.00	\$ 2,755.50	29.82	-	\$ -	29.82	\$ 3,280.20	\$ -	\$ 3,280.20	119%	\$ (524.70)	X
8004	Birdsall Park - Painted Symbols	EA	4.00	\$ 66.00	\$ 264.00	4.00	-	\$ -	4.00	\$ 264.00	\$ -	\$ 264.00	100%	\$ -	X
8005	Birdsall Park - Mobilization	LS	1.00	\$ 3,630.00	\$ 3,630.00	1.00	-	\$ -	1.00	\$ 3,630.00	\$ -	\$ 3,630.00	100%	\$ -	X
8006	W 18th Stage Break Additional Mobilization	LS	1.00	\$ 24,478.00	\$ 24,478.00	1.00	-	\$ -	1.00	\$ 24,478.00	\$ -	\$ 24,478.00	100%	\$ -	X
8007	Pheasant Ridge Golf Course Cart Path Overlay: Phase 2 (2" HMA Overlay)	TONS	335.00	\$ 135.00	\$ 45,225.00	330.95	-	\$ -	330.95	\$ 44,678.25	\$ -	\$ 44,678.25	99%	\$ 546.75	X
8008	PCI Mark Up for Item 8007	LS	1.00	\$ 4,522.50	\$ 4,522.50	1.00	-	\$ -	1.00	\$ 4,522.50	\$ -	\$ 4,522.50	100%	\$ -	X
8009	Cold Weather Concrete Protection	SY	280.00	\$ 2.00	\$ 560.00	280.00	-	\$ -	280.00	\$ 560.00	\$ -	\$ 560.00	100%	\$ -	X
8010	Sanitary Sewer Repair at Grant and Logan	LS	1.00	\$ 14,342.61	\$ 14,342.61	1.00	-	\$ -	1.00	\$ 14,342.61	\$ -	\$ 14,342.61	100%	\$ -	X
Totals					\$ 3,463,045.21			\$ -		\$ 3,464,465.00	\$ -	\$ 3,464,465.00		\$ (1,419.79)	

FUNDING SOURCE BREAKDOWN													
2022 Street Construction Project						Date: 07/31/23							
Project Number: RC-000-3230						Via (Engineer): Ben Claypool							
Contract Completion Date: 12/31/22						Principal Engineer							
A	B	C	D	E	F	J	K	Distribution of Funds					
Bid Item Number	Item Description	Unit	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	LOST	SRF	SCF	CFU	GO 2022	GIF
1	OFF-SITE TOPSOIL	C.Y.	673.00	\$ 30.00	\$ 20,190.00	678.00	\$ 20,340.00	\$ 20,340.00	\$ -	\$ -	\$ -	\$ -	\$ -
2	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	2,560.00	\$ 14.00	\$ 35,840.00	2,674.00	\$ 37,436.00	\$ 37,436.00	\$ -	\$ -	\$ -	\$ -	\$ -
3	EXCAVATION, CLASS 12, BOULDERS	C.Y.	10.00	\$ 30.00	\$ 300.00	10.00	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -
4	BELOW GRADE EXCAVATION (CORE OUT)	C.Y.	256.00	\$ 14.00	\$ 3,584.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	SUBGRADE PREPARATION	STA.	18.00	\$ 300.00	\$ 5,400.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	SUBGRADE TREATMENT, GEOGRID TENSAR TX-160	S.Y.	4,607.00	\$ 8.50	\$ 39,159.50	5,973.00	\$ 50,770.50	\$ 50,770.50	\$ -	\$ -	\$ -	\$ -	\$ -
7	SUBBASE, MODIFIED, 6 IN.	S.Y.	14.00	\$ 30.00	\$ 420.00	23.00	\$ 690.00	\$ 690.00	\$ -	\$ -	\$ -	\$ -	\$ -
8	SUBBASE, MODIFIED, 12 IN.	S.Y.	7,951.00	\$ 17.00	\$ 135,167.00	7,951.00	\$ 135,167.00	\$ 135,167.00	\$ -	\$ -	\$ -	\$ -	\$ -
9	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	TONS	2,253.00	\$ 31.00	\$ 69,843.00	2,547.10	\$ 78,960.10	\$ 30,902.15	\$ -	\$ -	\$ 48,057.95	\$ -	\$ -
10	STORM SEWER, TRENCHED, 15 IN. HDPE	L.F.	651.00	\$ 64.00	\$ 41,664.00	681.00	\$ 43,584.00	\$ 43,584.00	\$ -	\$ -	\$ -	\$ -	\$ -
11	STORM SEWER, TRENCHED, 15 IN. RCP, 2000D	L.F.	218.00	\$ 88.00	\$ 19,184.00	218.00	\$ 19,184.00	\$ 19,184.00	\$ -	\$ -	\$ -	\$ -	\$ -
12	STORM SEWER, TRENCHED, 24 IN. HDPE	L.F.	676.00	\$ 82.00	\$ 55,432.00	676.00	\$ 55,432.00	\$ 55,432.00	\$ -	\$ -	\$ -	\$ -	\$ -
13	STORM SEWER, TRENCHED, 30 IN. HDPE	L.F.	345.00	\$ 100.00	\$ 34,500.00	345.00	\$ 34,500.00	\$ 34,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
14	STORM SEWER, TRENCHED, 36 IN. HDPE	L.F.	329.00	\$ 125.00	\$ 41,125.00	329.00	\$ 41,125.00	\$ 41,125.00	\$ -	\$ -	\$ -	\$ -	\$ -
15	SPECIAL PIPE CONNECTIONS, SW-211	EACH	2.00	\$ 500.00	\$ 1,000.00	3.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
16	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	L.F.	2,798.00	\$ 8.00	\$ 22,384.00	2,798.00	\$ 22,384.00	\$ 22,384.00	\$ -	\$ -	\$ -	\$ -	\$ -
17	SUBDRAIN, PERFORATED, 6 IN.	L.F.	1,623.00	\$ 15.00	\$ 24,345.00	1,623.00	\$ 24,345.00	\$ 24,345.00	\$ -	\$ -	\$ -	\$ -	\$ -
18	SUBDRAIN, OUTLET, 6 IN. C.M.P.	EACH	18.00	\$ 300.00	\$ 5,400.00	18.00	\$ 5,400.00	\$ 5,400.00	\$ -	\$ -	\$ -	\$ -	\$ -
19	SUBDRAIN, SUMP PUMP TAP	EACH	39.00	\$ 275.00	\$ 10,725.00	39.00	\$ 10,725.00	\$ 10,725.00	\$ -	\$ -	\$ -	\$ -	\$ -
20	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR	L.F.	20.00	\$ 20.00	\$ 400.00	15.00	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -
21	WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	25.00	\$ 105.00	\$ 2,625.00	29.00	\$ 3,045.00	\$ -	\$ -	\$ -	\$ 3,045.00	\$ -	\$ -
22	WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	20.00	\$ 80.00	\$ 1,600.00	17.00	\$ 1,360.00	\$ -	\$ -	\$ -	\$ 1,360.00	\$ -	\$ -
23	WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	2,303.00	\$ 85.00	\$ 195,755.00	1,888.00	\$ 160,480.00	\$ -	\$ -	\$ -	\$ 160,480.00	\$ -	\$ -
24	WATER MAIN, TRENCHED, 12" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	100.00	\$ 121.00	\$ 12,100.00	97.00	\$ 11,737.00	\$ -	\$ -	\$ -	\$ 11,737.00	\$ -	\$ -
25	FITTINGS, DUCTILE IRON	LBS.	3,521.00	\$ 11.50	\$ 40,491.50	1,788.00	\$ 20,562.00	\$ -	\$ -	\$ -	\$ 20,562.00	\$ -	\$ -
26	SERVICE SHORTSIDE, 3/4"	EACH	15.00	\$ 2,200.00	\$ 33,000.00	14.00	\$ 30,800.00	\$ -	\$ -	\$ -	\$ 30,800.00	\$ -	\$ -
27	SERVICE, LONGSIDE, 3/4"	EACH	19.00	\$ 2,800.00	\$ 53,200.00	19.00	\$ 53,200.00	\$ -	\$ -	\$ -	\$ 53,200.00	\$ -	\$ -
28	MECHANICAL JOINT RESTRAINT, 4"	EACH	11.00	\$ 175.00	\$ 1,925.00	16.00	\$ 2,800.00	\$ -	\$ -	\$ -	\$ 2,800.00	\$ -	\$ -
29	MECHANICAL JOINT RESTRAINT, 6"	EACH	11.00	\$ 175.00	\$ 1,925.00	12.00	\$ 2,100.00	\$ -	\$ -	\$ -	\$ 2,100.00	\$ -	\$ -
30	MECHANICAL JOINT RESTRAINT, 8"	EACH	18.00	\$ 200.00	\$ 3,600.00	30.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -	\$ -
31	MECHANICAL JOINT RESTRAINT, 12"	EACH	12.00	\$ 275.00	\$ 3,300.00	15.00	\$ 4,125.00	\$ -	\$ -	\$ -	\$ 4,125.00	\$ -	\$ -
32	JOINT RESTRAINT GASKET, 4"	EACH	1.00	\$ 225.00	\$ 225.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33	JOINT RESTRAINT GASKET, 6"	EACH	2.00	\$ 250.00	\$ 500.00	12.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -
34	JOINT RESTRAINT GASKET, 8"	EACH	18.00	\$ 275.00	\$ 4,950.00	21.00	\$ 5,775.00	\$ -	\$ -	\$ -	\$ 5,775.00	\$ -	\$ -
35	JOINT RESTRAINT GASKET, 12"	EACH	5.00	\$ 350.00	\$ 1,750.00	2.00	\$ 700.00	\$ -	\$ -	\$ -	\$ 700.00	\$ -	\$ -
36	6" NITRILE GASKETS	EACH	4.00	\$ 200.00	\$ 800.00	4.00	\$ 800.00	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -
37	8" NITRILE GASKETS	EACH	94.00	\$ 225.00	\$ 21,150.00	69.00	\$ 15,525.00	\$ -	\$ -	\$ -	\$ 15,525.00	\$ -	\$ -
38	12" NITRILE GASKETS	EACH	2.00	\$ 250.00	\$ 500.00	16.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -
39	VALVE, 8" MJ GATE W/ BOX	EACH	5.00	\$ 2,800.00	\$ 14,000.00	6.00	\$ 16,800.00	\$ -	\$ -	\$ -	\$ 16,800.00	\$ -	\$ -
40	VALVE, 12" MJ GATE W/ BOX	EACH	2.00	\$ 4,300.00	\$ 8,600.00	2.00	\$ 8,600.00	\$ -	\$ -	\$ -	\$ 8,600.00	\$ -	\$ -
41	FIRE HYDRANT ASSEMBLY	EACH	5.00	\$ 6,700.00	\$ 33,500.00	4.00	\$ 26,800.00	\$ -	\$ -	\$ -	\$ 26,800.00	\$ -	\$ -
42	VALVE BOX ADJUSTMENT	EACH	2.00	\$ 650.00	\$ 1,300.00	5.00	\$ 3,250.00	\$ -	\$ -	\$ -	\$ 3,250.00	\$ -	\$ -
43	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	3.00	\$ 1,350.00	\$ 4,050.00	2.00	\$ 2,700.00	\$ -	\$ -	\$ -	\$ 2,700.00	\$ -	\$ -
44	MANHOLE, STORM SEWER, SW-401, 48" DIA.	EACH	6.00	\$ 4,600.00	\$ 27,600.00	6.00	\$ 27,600.00	\$ 27,600.00	\$ -	\$ -	\$ -	\$ -	\$ -
45	MANHOLE, SANITARY SEWER, SW-301, 48" DIA.	EACH	6.00	\$ 6,850.00	\$ 41,100.00	6.00	\$ 41,100.00	\$ 41,100.00	\$ -	\$ -	\$ -	\$ -	\$ -
46	INTAKE, SW-507	EACH	1.00	\$ 6,300.00	\$ 6,300.00	1.00	\$ 6,300.00	\$ 6,300.00	\$ -	\$ -	\$ -	\$ -	\$ -
47	INTAKE, SW-509	EACH	2.00	\$ 7,700.00	\$ 15,400.00	2.00	\$ 15,400.00	\$ 15,400.00	\$ -	\$ -	\$ -	\$ -	\$ -
48	INTAKE, SW-510	EACH	1.00	\$ 9,300.00	\$ 9,300.00	1.00	\$ 9,300.00	\$ 9,300.00	\$ -	\$ -	\$ -	\$ -	\$ -
49	INTAKE, TYPE B	EACH	3.00	\$ 6,300.00	\$ 18,900.00	3.00	\$ 18,900.00	\$ 18,900.00	\$ -	\$ -	\$ -	\$ -	\$ -
50	INTAKE, TYPE D	EACH	18.00	\$ 7,700.00	\$ 138,600.00	18.00	\$ 138,600.00	\$ 138,600.00	\$ -	\$ -	\$ -	\$ -	\$ -
51	INTAKE, SINGLE FLAT	EACH	1.00	\$ 5,800.00	\$ 5,800.00	1.00	\$ 5,800.00	\$ 5,800.00	\$ -	\$ -	\$ -	\$ -	\$ -
52	INTAKE, DOUBLE FLAT	EACH	1.00	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
53	INTAKE, SW-507 TOP & INSERT	EACH	14.00	\$ 2,300.00	\$ 32,200.00	14.00	\$ 32,200.00	\$ 32,200.00	\$ -	\$ -	\$ -	\$ -	\$ -

A	B	C	D	E	F	J	K	Distribution of Funds						
								Item	Unit	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)
Bid Item Number	Description													
54	INTAKE, SW-509 TOP & INSERT	EACH	2.00	\$ 2,700.00	\$ 5,400.00	2.50	\$ 6,750.00	\$ 6,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
55	MANHOLE, ADJUSTMENT, MINOR	EACH	6.25	\$ 1,600.00	\$ 10,000.00	5.75	\$ 9,200.00	\$ -	\$ 9,200.00	\$ -	\$ -	\$ -	\$ -	\$ -
56	MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH	13.00	\$ 2,800.00	\$ 36,400.00	13.00	\$ 36,400.00	\$ -	\$ 36,400.00	\$ -	\$ -	\$ -	\$ -	\$ -
57	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	21.00	\$ 600.00	\$ 12,600.00	37.00	\$ 22,200.00	\$ 22,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
58	REMOVAL OF SANITARY MANHOLES	EACH	6.00	\$ 850.00	\$ 5,100.00	6.50	\$ 5,525.00	\$ 5,525.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
59	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	2,590.00	\$ 51.00	\$ 132,090.00	2,689.20	\$ 137,149.20	\$ 137,149.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
60	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 8 IN., CLASS "C"	S.Y.	4,520.00	\$ 52.00	\$ 235,040.00	4,563.10	\$ 237,281.20	\$ 237,281.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
61	CURB, PCC 7 IN. 5.5 FT WIDTH, TYPE "C" CLASS III	L.F.	30.00	\$ 95.00	\$ 2,850.00	6.50	\$ 617.50	\$ 617.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62	CURB, PCC 7 IN. 2.0 FT WIDTH, TYPE "C" CLASS III	L.F.	105.00	\$ 48.00	\$ 5,040.00	159.00	\$ 7,632.00	\$ 7,632.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
63	HMA, (ST), SURF., 1/2", PG58-285	TON	2,078.00	\$ 132.00	\$ 274,296.00	2,317.91	\$ 305,964.12	\$ 305,964.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64	HMA, (ST), BASE, 3/4", PG58-285	TON	2,078.00	\$ 130.00	\$ 270,140.00	2,061.31	\$ 267,970.30	\$ 267,970.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
65	REMOVAL OF DRIVEWAY	S.Y.	607.00	\$ 9.00	\$ 5,463.00	607.00	\$ 5,463.00	\$ 5,463.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
66	REMOVAL OF SIDEWALK	S.Y.	382.00	\$ 9.00	\$ 3,438.00	527.30	\$ 4,745.70	\$ 4,261.50	\$ -	\$ -	\$ 484.20	\$ -	\$ -	\$ -
67	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	287.00	\$ 55.00	\$ 15,785.00	417.30	\$ 22,951.50	\$ 19,992.50	\$ -	\$ -	\$ 2,959.00	\$ -	\$ -	\$ -
68	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	90.00	\$ 80.00	\$ 7,200.00	110.00	\$ 8,800.00	\$ 8,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
69	DETECTABLE WARNINGS	S.F.	230.00	\$ 52.00	\$ 11,960.00	238.00	\$ 12,376.00	\$ 12,376.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
70	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	607.00	\$ 58.00	\$ 35,206.00	702.70	\$ 40,756.60	\$ 40,756.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
71	GRANULAR SURFACING, 1-INCH ROADSTONE	TONS	20.00	\$ 36.50	\$ 730.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
72	PATCH, P.C.C., FULL DEPTH, "M" MIX	S.Y.	24.00	\$ 250.00	\$ 6,000.00	14.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
73	PATCH, PARTIAL DEPTH? HMA (ST) SURFACE, 1/2", PG58-285	TONS	10.00	\$ 250.00	\$ 2,500.00	14.98	\$ 3,745.00	\$ 3,745.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
74	MILLING	S.Y.	1,363.00	\$ 36.00	\$ 49,068.00	1,539.00	\$ 55,404.00	\$ 55,404.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
75	PAVEMENT REMOVAL, PCC	S.Y.	7,110.00	\$ 7.50	\$ 53,325.00	7,210.00	\$ 54,075.00	\$ 54,075.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
76	PAVEMENT REMOVAL, ACC	S.Y.	7,110.00	\$ 6.50	\$ 46,215.00	7,173.00	\$ 46,624.50	\$ 46,624.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
77	CURB AND GUTTER REMOVAL	L.F.	135.00	\$ 10.00	\$ 1,350.00	143.00	\$ 1,430.00	\$ 1,430.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
78	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	124.00	\$ 80.00	\$ 9,920.00	124.00	\$ 9,920.00	\$ 9,920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
79	PAINTED SYMBOLS AND LEGENDS	EACH	22.00	\$ 75.00	\$ 1,650.00	22.00	\$ 1,650.00	\$ 1,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
80	STREET SIGNS (SIGNS, POST, & RECEIVER)	EACH	22.00	\$ 325.00	\$ 7,150.00	22.00	\$ 7,150.00	\$ 7,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
81	TEMPORARY TRAFFIC CONTROL	L.S.	1.00	\$ 63,500.00	\$ 63,500.00	1.00	\$ 63,500.00	\$ 63,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
82	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	1,936.00	\$ 0.65	\$ 1,258.40	7,747.00	\$ 5,035.55	\$ 5,035.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
83	SOD	S.F.	34,351.00	\$ 0.80	\$ 27,480.80	38,700.00	\$ 30,960.00	\$ 30,960.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
84	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
85	WATTLES, 9IN. STRAW	L.F.	3,554.00	\$ 2.25	\$ 7,996.50	375.00	\$ 843.75	\$ 843.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
86	WATTLES, MAINTENANCE AND REMOVAL	L.F.	3,554.00	\$ 0.50	\$ 1,777.00	375.00	\$ 187.50	\$ 187.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
87	INLET PROTECTION DEVICE, INSTALLATION	EACH	50.00	\$ 150.00	\$ 7,500.00	26.00	\$ 3,900.00	\$ 3,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
88	INLET PROTECTION DEVICE, MAINTENANCE	EACH	50.00	\$ 50.00	\$ 2,500.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89	MOBILIZATION	L.S.	1.00	\$ 368,000.00	\$ 368,000.00	1.00	\$ 368,000.00	\$ 95,503.00	\$ -	\$ 212,497.00	\$ -	\$ -	\$ 60,000.00	\$ -
90	CONCRETE WASHOUT	LS	1.00	\$ 15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
91	SAW AND SEAL JOINTS	LF	25,440.00	\$ 7.30	\$ 185,712.00	25,440.00	\$ 185,712.00	\$ 185,712.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	EXCAVATION AND DISPOSAL OF CONTAMINATED SOIL	CY	216.00	\$ 90.00	\$ 19,440.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8000	Temporary EV Hookup	LS	1.00	\$ 3,025.00	\$ 3,025.00	1.00	\$ 3,025.00	\$ -	\$ -	\$ 3,025.00	\$ -	\$ -	\$ -	\$ -
8001	Birdsall Park - Southern Entrance Drive (3" HMA Overlay)	TONS	162.00	\$ 141.90	\$ 22,987.80	162.00	\$ 22,987.80	\$ -	\$ -	\$ 22,987.80	\$ -	\$ -	\$ -	\$ -
8002	Birdsall Park - Southern Lot (2" HMA Overlay)	TONS	529.00	\$ 141.90	\$ 75,065.10	526.96	\$ 74,775.62	\$ -	\$ -	\$ 74,775.62	\$ -	\$ -	\$ -	\$ -
8003	Birdsall Park - Striping	STA	25.05	\$ 110.00	\$ 2,755.50	29.82	\$ 3,280.20	\$ -	\$ -	\$ 3,280.20	\$ -	\$ -	\$ -	\$ -
8004	Birdsall Park - Painted Symbols	EA	4.00	\$ 66.00	\$ 264.00	4.00	\$ 264.00	\$ -	\$ -	\$ 264.00	\$ -	\$ -	\$ -	\$ -
8005	Birdsall Park - Mobilization	LS	1.00	\$ 3,630.00	\$ 3,630.00	1.00	\$ 3,630.00	\$ -	\$ -	\$ 3,630.00	\$ -	\$ -	\$ -	\$ -
8006	W 18th Stage Break Additional Mobilization	LS	1.00	\$ 24,478.00	\$ 24,478.00	1.00	\$ 24,478.00	\$ -	\$ -	\$ 24,478.00	\$ -	\$ -	\$ -	\$ -
8007	Pheasant Ridge Golf Course Cart Path Overlay: Phase 2 (2" HMA Overlay)	TONS	335.00	\$ 135.00	\$ 45,225.00	330.95	\$ 44,678.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,678.25	\$ -
8008	PCI Mark Up for Item 8007	LS	1.00	\$ 4,522.50	\$ 4,522.50	1.00	\$ 4,522.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,522.50
8009	Cold Weather Concrete Protection	SY	280.00	\$ 2.00	\$ 560.00	280.00	\$ 560.00	\$ 560.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8010	Sanitary Sewer Repair at Grant and Logan	LS	1.00	\$ 14,342.61	\$ 14,342.61	1.00	\$ 14,342.61	\$ -	\$ 14,342.61	\$ -	\$ -	\$ -	\$ -	\$ -
Totals						\$ 3,463,045.21		\$ 3,464,465.00	\$ 2,514,723.87	\$ 59,942.61	\$ 344,937.62	\$ 435,660.15	\$ 60,000.00	\$ 49,200.75

Performance, Payment and Maintenance Bond

SURETY BOND NO. 107570448

KNOW ALL BY THESE PRESENTS:

That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Million Two Hundred Sixty Six Thousand One Hundred Eighty Nine Dollars and Seventy Cents (\$ 3,266,189.70), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 Street Construction Project Paving/ Subdrainage Project RC-000-3230

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

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

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

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

Project No. RC-000-3230

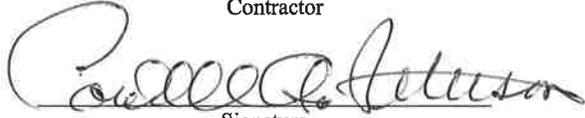
Witness our hands, in quadruplicate, this _____ day of _____, 2022.

Surety Countersigned By:

PRINCIPAL:

Not Required
Signature of Agent

Peterson Contractors, Inc.
Contractor

By: 
Signature

Printed Name of Agent

president
Title

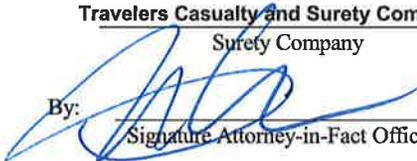
Company Name

SURETY:

Company Address

Travelers Casualty and Surety Company of America
Surety Company

City, State, Zip Code

By: 
Signature Attorney-in-Fact Officer & IA Resident Agent

Company Telephone Number

Anne Crowner, Attorney-in-Fact & IA Resident Agent
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

FORM APPROVED BY:

Attorney for Owner

Waukeg, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **WAUKEE**, Iowa, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, 2021.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.


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: July 31, 2023

SUBJECT: Clay Street Park Water Quality Improvements
 City Project Number: ST-077-3146
 Project Final Acceptance

The Clay Street Park Water Quality Improvements Project is completed and ready for final acceptance. This project involved the construction of two bioretention cells and a permeable alley along Clay Street Park. This project was under contract with Benton's Sand and Gravel of Cedar Falls, Iowa.

Final retainage was released in December 2020 with Council approval. This project was funded from the following funding sources 2016 Storm Water Bond Fund and a REAP grant from the State of Iowa.

I certify that the public improvements for the Clay Street Park Water Quality Improvements Project were completed in reasonable compliance with the project plans and specifications.

Matthew Tolan

7/31/23

Date

xc: Chase Schrage, Director of Public Works
 David Wicke, P.E., City Engineer
 Lisa Roeding, Controller/City Treasurer



CONTRACTOR'S APPLICATION FOR PAYMENT

No. **8**

Pay Application

Clay Street Park Drainage	
Project Number:	ST-077-3146
Contract Completion Date:	10/16/20

Application Period:	11/25/20 to 12/11/20	Application Date:	12/11/20
To (Owner):	City of Cedar Falls	Via (Engineer):	Brett Armstrong
From (Contractor):	Benton's Sand and Gravel		Civil Engineer I

Change Order Summary		
Approved Change Orders:		
Number	Additions (a)	Deductions (b)
1	\$ 15,009.60	\$ -
2	\$ -	\$ -
3	\$ -	\$ -
4	\$ -	\$ -
5	\$ -	\$ -
6	\$ -	\$ -
7	\$ -	\$ -
8	\$ -	\$ -
9	\$ -	\$ -
10	\$ -	\$ -
11	\$ -	\$ -
12	\$ -	\$ -
13	\$ -	\$ -
14	\$ -	\$ -
15	\$ -	\$ -
Totals	\$ 15,009.60	\$ -

Net Change by Change Orders	
(a) + (b) = (c)	\$ 15,009.60

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By (Contractor): Waived by Contractor

Date: Jim Snodgrass

1. ORIGINAL CONTRACT PRICE	\$	176,494.61
2. NET CHANGE BY CHANGE ORDERS (c)	\$	15,009.60
3. CURRENT CONTRACT PRICE	\$	191,504.21
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)	\$	194,174.21
5. RETAINAGE		
a. 5% x \$ 194,174.21 Work Completed	\$	-
b. 5% x \$ - Stored Materials	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
6. LIQUIDATED DAMAGES CHARGED THIS APPLICATION		
0 Days x \$ 1,000.00 Per Day	\$	-
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6)	\$	194,174.21
8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application)	\$	184,465.50
9. AMOUNT DUE THIS APPLICATION	\$	9,708.71
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)	\$	194,174.21
11. % OF COMPLETION		
Original Contract Price (Line 10 ÷ Line 1)		110%
Current Contract Price (Line 10 ÷ Line 3)		101%

Payment of: **\$ 9,708.71** (Line 9 or Other: Attach Explanation if Other Amount)

Is Respectfully Submitted: Brett Armstrong **12/16/2020**
 Brett Armstrong, Civil Engineer I Date

CONTRACTOR'S APPLICATION FOR PAYMENT **No. 8** **Estimate**

Clay Street Park Drainage Project Number: ST-077-3146 Contract Completion Date: 10/16/20	Application Period: 11/25/20 to 12/11/20 To (Owner): City of Cedar Falls From (Contractor): Benton's Sand and Gravel	Application Date: 12/11/20 Via (Engineer): Brett Armstrong Civil Engineer I
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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	Item		Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)	Item Completed
Bid Item Number	Description	Unit													
1	CLEARING AND GRUBBING	LS	1.00	\$ 1,000.00	\$ 1,000.00	1.00	-	\$ -	1.00	\$ 1,000.00	\$ -	\$ 1,000.00	100%	\$ -	
2	EXCAVATION, CLASS 10	CY	950.00	\$ 15.00	\$ 14,250.00	950.00	-	\$ -	950.00	\$ 14,250.00	\$ -	\$ 14,250.00	100%	\$ -	
3	TOPSOIL, ON-SITE	CY	216.00	\$ 12.00	\$ 2,592.00	216.00	-	\$ -	216.00	\$ 2,592.00	\$ -	\$ 2,592.00	100%	\$ -	
4	MODIFIED SOIL, PLANTING MEDIUM	CY	310.00	\$ 45.00	\$ 13,950.00	310.00	-	\$ -	310.00	\$ 13,950.00	\$ -	\$ 13,950.00	100%	\$ -	
5	STORM SEWER, TRENCHED, PVC, 12 IN.	LF	8.00	\$ 400.00	\$ 3,200.00	8.00	-	\$ -	8.00	\$ 3,200.00	\$ -	\$ 3,200.00	100%	\$ -	
6	SUBDRAIN, HDPE, PERFORATED, 6 IN.	LF	425.00	\$ 10.00	\$ 4,250.00	425.00	-	\$ -	425.00	\$ 4,250.00	\$ -	\$ 4,250.00	100%	\$ -	
7	SUBDRAIN CLEANOUT, A-1, 6 IN.	EA	2.00	\$ 600.00	\$ 1,200.00	2.00	-	\$ -	2.00	\$ 1,200.00	\$ -	\$ 1,200.00	100%	\$ -	
8	SUBDRAIN CLEANOUT, A-2, 6 IN.	EA	1.00	\$ 400.00	\$ 400.00	1.00	-	\$ -	1.00	\$ 400.00	\$ -	\$ 400.00	100%	\$ -	
9	SUBDRAIN CONNECTION, HDPE, 6 IN.	EA	4.00	\$ 400.00	\$ 1,600.00	4.00	-	\$ -	4.00	\$ 1,600.00	\$ -	\$ 1,600.00	100%	\$ -	
10	INTAKE, SW-511	EA	1.00	\$ 3,500.00	\$ 3,500.00	1.00	-	\$ -	1.00	\$ 3,500.00	\$ -	\$ 3,500.00	100%	\$ -	
11	INTAKE ADJUSTMENT, MINOR	EA	2.00	\$ 2,500.00	\$ 5,000.00	2.00	-	\$ -	2.00	\$ 5,000.00	\$ -	\$ 5,000.00	100%	\$ -	
12	CURB INLET	EA	1.00	\$ 1,550.00	\$ 1,550.00	1.00	-	\$ -	1.00	\$ 1,550.00	\$ -	\$ 1,550.00	100%	\$ -	
13	CONNECTION TO EXISTING PIPE	EA	1.00	\$ 500.00	\$ 500.00	1.00	-	\$ -	1.00	\$ 500.00	\$ -	\$ 500.00	100%	\$ -	
14	CURB AND GUTTER, 2 FT., 8 IN.	LF	70.00	\$ 43.25	\$ 3,027.50	70.00	-	\$ -	70.00	\$ 3,027.50	\$ -	\$ 3,027.50	100%	\$ -	
15	SIDEWALK, PCC, 4 IN.	SY	111.00	\$ 57.50	\$ 6,382.50	111.00	-	\$ -	111.00	\$ 6,382.50	\$ -	\$ 6,382.50	100%	\$ -	
16	SIDEWALK, PCC, 6 IN.	SY	21.10	\$ 143.00	\$ 3,017.30	21.10	-	\$ -	21.10	\$ 3,017.30	\$ -	\$ 3,017.30	100%	\$ -	
17	DETECTABLE WARNING	SF	20.00	\$ 30.00	\$ 600.00	20.00	-	\$ -	20.00	\$ 600.00	\$ -	\$ 600.00	100%	\$ -	
18	DRIVEWAY, PAVED, TYPE B, PCC, 6 IN.	SY	65.00	\$ 121.50	\$ 7,897.50	65.00	-	\$ -	65.00	\$ 7,897.50	\$ -	\$ 7,897.50	100%	\$ -	
19	PAVEMENT REMOVAL	SY	150.00	\$ 10.00	\$ 1,500.00	150.00	-	\$ -	150.00	\$ 1,500.00	\$ -	\$ 1,500.00	100%	\$ -	
20	ENGINEERING FABRIC	SY	480.00	\$ 4.00	\$ 1,920.00	480.00	-	\$ -	480.00	\$ 1,920.00	\$ -	\$ 1,920.00	100%	\$ -	
21	STORAGE AGGREGATE	TON	300.00	\$ 30.00	\$ 9,000.00	300.00	89.00	\$ 2,670.00	389.00	\$ 11,670.00	\$ -	\$ 11,670.00	130%	\$ (2,670.00)	
22	FILTER AGGREGATE	TON	155.00	\$ 30.00	\$ 4,650.00	155.00	-	\$ -	155.00	\$ 4,650.00	\$ -	\$ 4,650.00	100%	\$ -	
23	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	SY	115.00	\$ 132.74	\$ 15,265.10	115.00	-	\$ -	115.00	\$ 15,265.10	\$ -	\$ 15,265.10	100%	\$ -	
24	PCC EDGE RESTRAINT, 6 IN. CONCRETE SLAB, 4' WIDE	LF	550.00	\$ 26.60	\$ 14,630.00	550.00	-	\$ -	550.00	\$ 14,630.00	\$ -	\$ 14,630.00	100%	\$ -	
25	TEMPORARY TRAFFIC CONTROL	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	-	\$ -	1.00	\$ 2,500.00	\$ -	\$ 2,500.00	100%	\$ -	
26	BIOCELL, MULCH AND PLANTINGS	SF	3,629.00	\$ 4.14	\$ 15,024.06	3,629.00	-	\$ -	3,629.00	\$ 15,024.06	\$ -	\$ 15,024.06	100%	\$ -	
27	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	ACRE	0.50	\$ 5,000.00	\$ 2,500.00	-	0.50	\$ 2,500.00	0.50	\$ 2,500.00	\$ -	\$ 2,500.00	100%	\$ -	
28	WATERING	MGAL	31.10	\$ 175.00	\$ 5,442.50	-	31.10	\$ 5,442.50	31.10	\$ 5,442.50	\$ -	\$ 5,442.50	100%	\$ -	
29	WARRANTY	LS	1.00	\$ 1,750.00	\$ 1,750.00	-	1.00	\$ 1,750.00	1.00	\$ 1,750.00	\$ -	\$ 1,750.00	100%	\$ -	
30	LARGE BIOCELL, OUTLET STRUCTURE, 6 IN.	EA	1.00	\$ 4,750.00	\$ 4,750.00	1.00	-	\$ -	1.00	\$ 4,750.00	\$ -	\$ 4,750.00	100%	\$ -	
31	SILT FENCE	LF	300.00	\$ 3.00	\$ 900.00	300.00	-	\$ -	300.00	\$ 900.00	\$ -	\$ 900.00	100%	\$ -	
32	SILT FENCE, REMOVAL OF DEVISE	LF	300.00	\$ 1.50	\$ 450.00	300.00	-	\$ -	300.00	\$ 450.00	\$ -	\$ 450.00	100%	\$ -	
33	INLET PROTECTION DEVICE, FINER SOCK	EA	3.00	\$ 150.00	\$ 450.00	3.00	-	\$ -	3.00	\$ 450.00	\$ -	\$ 450.00	100%	\$ -	
34	CONSTRUCTION SURVEY	LS	1.00	\$ 4,875.00	\$ 4,875.00	1.00	-	\$ -	1.00	\$ 4,875.00	\$ -	\$ 4,875.00	100%	\$ -	
35	MOBILIZATION	LS	1.00	\$ 16,971.15	\$ 16,971.15	0.75	0.25	\$ 4,242.79	1.00	\$ 16,971.15	\$ -	\$ 16,971.15	100%	\$ -	
7001	MODIFIED SOIL, PLANTING MEDIUM	cy	232.87	\$ 45.00	\$ 10,479.15	232.87	-	\$ -	232.87	\$ 10,479.15	\$ -	\$ 10,479.15	100%	\$ -	
7002	FILTER AGGREGATE	Tons	44.10	\$ 30.00	\$ 1,323.00	44.10	-	\$ -	44.10	\$ 1,323.00	\$ -	\$ 1,323.00	100%	\$ -	
7003	Excavation, Class 10	cy	213.83	\$ 15.00	\$ 3,207.45	213.83	-	\$ -	213.83	\$ 3,207.45	\$ -	\$ 3,207.45	100%	\$ -	
Totals					\$ 191,504.21			\$ 16,605.29		\$ 194,174.21	\$ -	\$ 194,174.21		\$ (2,670.00)	



DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES
 220 CLAY STREET
 PH: 319-273-8606
 FAX: 319-273-8610

INSPECTION SERVICES
 220 CLAY STREET
 PH: 319-268-5161
 FAX: 319-268-5197

RECREATION & COMMUNITY PROGRAMS
 110 E. 13TH STREET
 PH: 319-273-8636
 FAX: 319-273-8656

**VISITORS & TOURISM/
 CULTURAL PROGRAMS**
 6510 HUDSON ROAD
 PH: 319-268-4266
 FAX: 319-277-9707

MEMORANDUM

TO: Mayor Robert M. Green and City Council
FROM: Thom Weintraut, Planner III
DATE: August 7, 2023
SUBJECT: Setting Public Hearing date to consider offers to purchase and to convey vacated right-of-way along Hudson Road

REQUEST: Consideration of offer(s) to purchase and to convey vacated portion of Hudson Road (Case #VAC23-001)

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

PROPOSAL

David A. Nicol has requested the vacation of 1,728 sq. ft. of the public right-of-way located on the west side of Hudson Road approximately 200 feet north of the Ashworth Drive intersection. Council held a public hearing May 15, 2023, on an ordinance to vacate the subject right-of-way and on June 20, 2023, the Council adopted said ordinance. The City notified persons who were to be given preference to purchase the vacated right-of-way according to the provisions of Section 306.23, Iowa Code. An offer to purchase the vacated ROW along with certified checks made payable to the City of Cedar Falls for the fair market value of \$7,000 were received from David Nicol. Fair market value was determined by independent appraisal with reductions for easements retained.

RECOMMENDATION TO SET PUBLIC HEARING DATE

A vacation plat is attached to this report which indicates the area that has been vacated and is being made available for purchase. Staff recommends the City Council set a public hearing date for August 21, 2023, to consider qualified offers to purchase the vacated right-of-way and to consider conveyance of said property to a qualified buyer whose offer equals or exceeds other qualified offers and equals or exceeds fair market value, with the City reserving the right to reject all offers.

Attachments: Resolution setting public hearing date
 Right of Way Vacation Plat

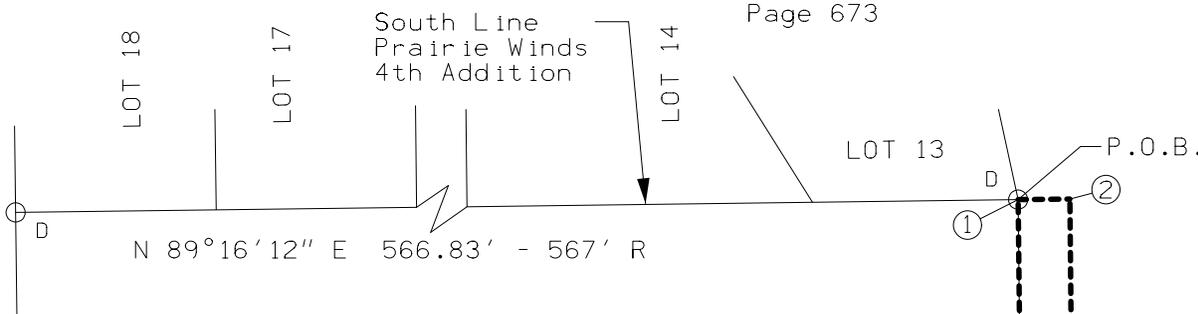
Reserved for County Recorder's Use

Index Legend	
Location:	Part of SE 1/4 of the NW 1/4, Sec. 26-T89N-R14W Cedar Falls, Black Hawk Co., Iowa
Requestor:	City of Cedar Falls
Proprietor:	City of Cedar Falls
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To:	AECOM, mike.fagle@aecom.com - 319-874-6595

Right-of-Way Vacation Plat
Part of the Southeast 1/4 of the Northwest 1/4
Section 26, Township 89 North, Range 14 West of the 5th P.M.
City of Cedar Falls, County of Black Hawk, State of Iowa

Right-of-Way Vacation
Outlot A
Contains 1735 S.F. or 0.04 Acre

Prairie Winds 4th Addition



NE Cor. NW 1/4 of
Sec. 26-89-14W Fnd.
1/2" Rebar w/YC
No. 2697 in
Monument Box Per
Misc. Bk. 336,
Page 673

Legend
C = Found 1/2" Rebar YPC No. 2697
D = Found 1/2" Rebar OPC No. 17162
R = Record Dimension

Right-of-Way
Vacation
Outlot A

SE 1/4 NW 1/4
Sec. 26-T89N-R14W

Parcel "C"
Document 202200025092

S 89°17'15" W
21.55' - 21.5' R

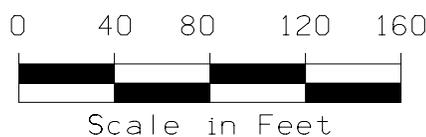
Present West
R-O-W Line
Hudson Road

R.O.W. LD Bk.
553, Page 528-529

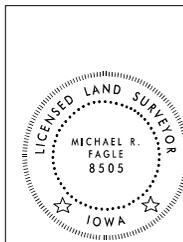
1	To	2	N	89	°	16	'	12	"	E	21.73
2	To	3	S	00	°	30	'	40	"	E	80.20'
4	To	5	S	89	°	17	'	15	"	W	21.55'
5	To	6	N	00	°	38	'	32	"	W	80.20'

N 00°42'50" W
2649.70'

SE Cor. NW 1/4 of Sec.
26-89-14W Fnd. 1/2"
Rebar in Monument Box
Per Misc. Bk. 333, Page 311



Date Revised 7-07-2023
Date of Survey 6-08-2021



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
Michael R. Fagle
7-07-2023
MICHAEL R. FAGLE Date
License number 8505
My license renewal date is December 31, 2024
Pages or sheets covered by this set
Sheets 1 and 2 of 2

DESCRIPTION OF RIGHT-OF-WAY VACATION – OUTLOT A

That part of the Southeast Quarter of the Northwest Quarter of Section No. 26, Township 89 North, Range 14 West of the Fifth Principal Meridian, City of Cedar Falls, County of Black Hawk, State of Iowa, described as follows:

Beginning at the Southeast corner of Lot 13 of Prairie Winds 4th Addition in the City of Cedar Falls, Iowa which is on the present West right-of-way line of Hudson Road; thence North 89° 16' 12" East along the East prolongation of the South line of said Prairie Winds 4th Addition, 21.73 feet; thence South 00° 30' 40" East, 80.20 feet to the present West right-of-way line of Hudson Road; thence South 89° 17' 15" West along the present West right-of-way line of Hudson Road, 21.55 feet; thence North 00° 38' 32" West, along the present West right-of-way line of Hudson Road, 80.20 feet to the Point of Beginning.

Containing 1,735 Square Feet or 0.04 Acre

NOTE: The South line of Prairie Winds 4th Addition is assumed to bear North 89° 16' 12" East for this description.

DEPARTMENT OF COMMUNITY DEVELOPMENT



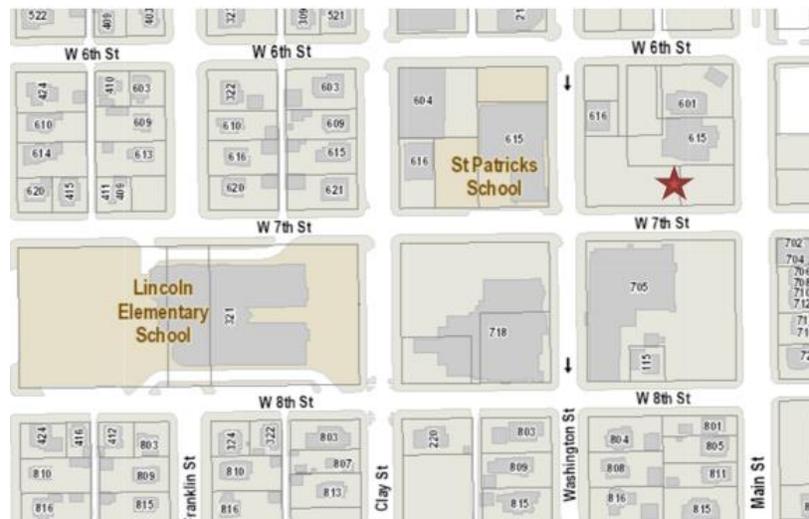
City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8606
 Fax: 319-273-8610
 www.cedarfalls.com

MEMORANDUM
Planning & Community Services Division

TO: Mayor Rob Green and City Council
FROM: Karen Howard, AICP, Planning & Community Services Manager
DATE: August 7, 2023
SUBJECT: Zoning Code Text Amendment – Parking for Civic/Institutional Uses in Downtown Character District (TA23-002)

Background

The City received an inquiry from St. Patrick Catholic Church about constructing a new parking lot on a property they recently acquired that is located on the north side of 7th Street between Washington Street and Main Street. The property is across Clay Street from St. Patrick's School and across 7th Street from St. Patrick's Church. The school, church, and vacant property are located in the Urban General (UG) frontage area within the Downtown Character District. The property is currently vacant land with no buildings. Previously another church was located on the site but has since been demolished.



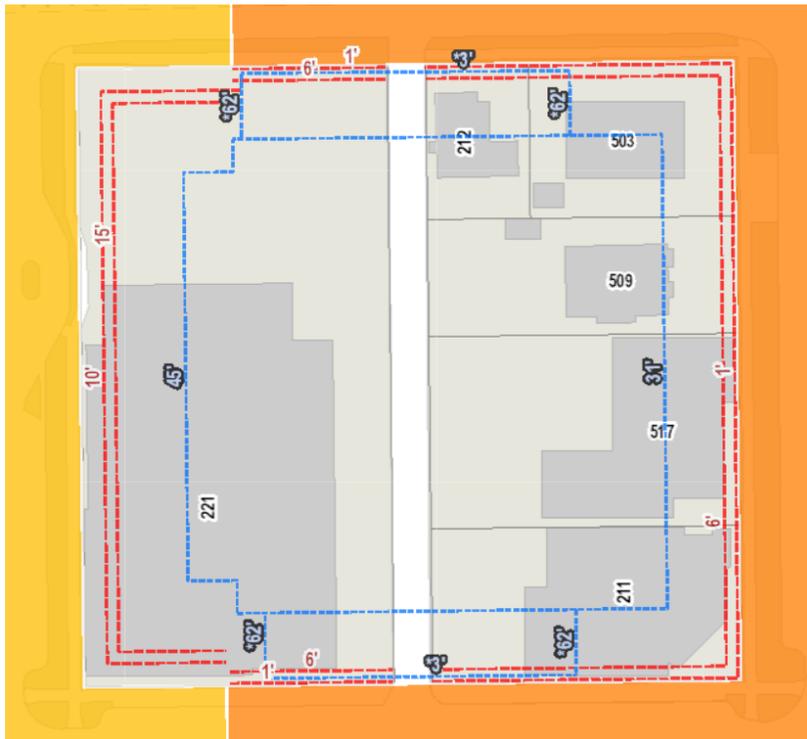
St. Patrick's would like to use the lot for parking but in the future may build a daycare or other building on the site. There are a couple of challenges the church has identified regarding future use of the property. They have indicated that the 2-story minimum height requirement for a new building may be problematic, as they are only contemplating a 1-story daycare center in the future. Secondly, in most zoning districts, as is the case here, parking is not generally allowed without a principal use on the property and the location of parking is based on setback standards relative to the

principal buildings and uses on the site. The question is whether civic and institutional uses should be treated differently as they are generally located on larger or contiguous parcels, as you can see in the image above for St. Patrick's school and church, Lincoln Elementary and the Methodist Church. Also, is the 2-story minimum height standard in the UG, UG2, and Storefront areas of the Downtown Character District problematic, given the small size of many properties and parking requirements for upper story uses.

Analysis

Parking Location Standards

The intent of the Urban General and Storefront frontages in the Downtown Character District is to encourage buildings to be built close to the street so that street frontages are lined with buildings to support a pedestrian-friendly, mixed-use district. To achieve that goal, the regulating plan for the Downtown Character District contains a build-to line at the fronts of lots indicating where buildings should be aligned along the street. The parking setback line in the Urban General, Urban General 2, and Storefront frontages is generally about 30 feet behind the build-to line (RBL) indicating where parking can be located. Along the side streets (generally the numbered streets that run perpendicular to the mid-block alleys), there is an area where parking can be placed closer to the street if it is enclosed within a building. See an excerpt from the Downtown regulating plan below with the red lines indicating the build-to area and the blue line representing the parking setback line. Parking can be located anywhere behind the blue lines.



It should be noted that parking lots in all zoning districts must be set back from streetside lot lines and abutting properties and screened with trees and shrubs. Following is a list of the parking setback rules for various zoning districts:

- In residential zoning districts no parking is allowed in the front yard (area between the principal buildings and the street), required front yard or required side yards. Required side yards are generally 10% of the lot width. Required front yards in these zones:
 - R-1: 30 feet
 - R-2, R-3: 25 feet
 - R-4: 20 feet
- MU – Mixed Use District: 30 feet from major streets, 20 feet from interior streets and accessways
- HWY-1 Commercial District: 20 feet
- C or M Districts: 5 feet, but 10 feet when abutting a residential district

There are several civic and institutional uses in the Downtown Character District, including St. Patrick Church and School, First Methodist Church, First Presbyterian Church, and Lincoln Elementary School. Civic and Institutional uses such as churches and schools are often designed with open spaces, parking areas, and playgrounds in a campus-like setting, which in the downtown area often involves multiple adjacent properties. While Civic Buildings as designated on the regulating plan and as defined in the code, are exempt from certain standards in the new Character District Code, there is no specific exemption for parking lots, particularly when located on a separate lot from the principal use.

The intent of the Downtown Character District Code is to facilitate development that is consistent with the adopted Downtown Vision Plan. One of the major objectives of the Vision Plan is to encourage future development that helps preserve the character of the Downtown area. Churches and schools and other institutional uses are important to the character and livability of the downtown neighborhoods. Since they operate differently than commercial or residential uses, different rules may be warranted, provided they ensure that surrounding residential properties and public areas such as parks and public sidewalks are buffered from vehicular areas and glare from lights.

Minimum Building Height in the Downtown Character District

The 2-story minimum building height standard in the UG, UG2, and Storefront Areas is intended to ensure a minimum building scale along downtown streets, similar to the main street character along the parkade. The minimum height encourages development that fully utilizes downtown sites and building up instead of spreading out preserves larger areas behind for needed parking. That being said, there are many small

properties downtown where requiring a second story may require more parking than what is possible on the site, making redevelopment challenging. There are also sites where mixed-use, storefront-type development is not desired by the property owner, such as the case with many civic and institutional uses.

Discussion of Solutions

Minimum Building Height

Staff have heard from several property owners that a second story would be challenging and was not within the anticipated scope of their project. With such a small downtown area in Cedar Falls, the challenges of requiring a minimum building height may outweigh the benefits. Staff recommends eliminating the minimum height standard from the code. **At the Planning and Zoning Commission meeting on May 24, the Commission expressed concern about eliminating the 2-story minimum height requirement in all cases and recommended either leaving the code as is or coming up with an exception process whereby waiver of the second story could be considered on a case-by-case basis based on specific standards. Staff agreed to bring back some ideas at a later date for consideration.**

Parking Location Standards

To provide more flexibility for civic and institutional uses in the Downtown Character District, staff suggests consideration of creating a special rule that would allow parking to be located forward of the parking setback line on the regulating plan, but with certain conditions that would ensure that parking areas are buffered and screened with landscaping and trees from public sidewalks and abutting properties. The following language is provided for consideration:

On lots owned by and used for an allowed Civic or Institutional Use, parking may be located forward of the parking setback line, provided that:

1. The parking area is on a lot that contains the subject Institutional or Civic Use or directly abuts or is across the street or alley from the Civic or Institutional Use;
2. The parking area is setback a minimum of 10' from any streetside lot line and parking setbacks from common lot lines according to the requirements of code shall apply;
3. The parking area shall be landscaped according to the standards in Section 26-220(i), General landscaping of parking within all districts;
4. If the lot shares a common lot line with a Neighborhood Small or Medium frontage lot, or a lot in a R-1 or R-2 District, the parking lot shall be set back a minimum of 5 feet from the common lot line and screened according to the standards in Section 26-220(i), General landscaping of parking areas within all districts.

5. When a principal building is constructed on the site, the building must meet all standards and requirements, as applicable.

PLANNING & ZONING COMMISSION RECOMMENDATION:

After a public hearing on June 14, 2023 meeting, the Planning and Zoning Commission denied TA23-002, proposed zoning code text amendments to the parking setback requirements for civic and institutional uses in the Downtown Character District, on a vote of 2 ayes and 5 nays.

Despite the Planning and Zoning Commission's disapproval of the proposed zoning code amendments, staff received a request that the proposal be forwarded to the City Council for consideration. Therefore, staff recommends that the Council set a public hearing date for August 21, 2023.

(Approval will require a 2/3rd majority vote of City Council).

(Note: Per direction of the Planning and Zoning Commission, discussions about amending the minimum height standards were postponed until a later date to allow time for staff to develop some alternative language for consideration).

PLANNING & ZONING COMMISSION MINUTES

Discussion 5/24/2023

Commission moved to the next item, a zoning code text amendment regarding parking and minimum building height for institutional uses in CD-DT. Chair Lynch introduced the item and Ms. Howard provided background information. She explained that the discussion was prompted by an inquiry from St. Patrick's Church about using a vacant lot for a surface parking lot. The property is in the Urban General Frontage of the Downtown Character District. She noted that the church indicated that sometime in the future they may build a new daycare on the site but for now would like to use the entirety of the lot for parking. She noted that accessory uses, such as parking, are not allowed without a principal use in any zone in the City with a few exceptions. She noted that parking area setbacks in most zones are relative to the principal buildings on the site. Also, the two-story minimum building height in the UG, UG2 and Storefront areas may be problematic as well. Ms. Howard displayed an image of an excerpt of the downtown regulating plan to demonstrate how parking setback areas are delineated on the Downtown Character District Regulating Plan. She discussed parking setbacks in other zoning districts as a comparison to the Downtown Character District code. She noted that the question is whether there should be some additional flexibility for parking for civic/institutional uses in the Downtown Character District to allow parking forward of the parking setback lines on the regulating plan. She noted that there are a number of churches and schools in the Downtown Character District with campus-like settings that extend over multiple properties. She noted that institutional uses are important to the character of the neighborhood and this may warrant different rules, but it is

important to ensure surrounding development is respected. This might be achieved by creating a landscaped buffer between parking areas and public sidewalks and adjacent properties. She also discussed the pros and cons of the minimum two-story height standard and spoke about solutions that could allow for more flexibility for Civic and Institutional uses. At this time the item will be for discussion by the Commission.

Mr. Larson made a motion to set a public hearing for the June 14, 2023 meeting. Ms. Crisman seconded the motion.

Mr. Leeper stated that he struggles with this request and is concerned about making all sorts of exceptions to the rules in the new code. He feels it sets a bad precedent.

Mr. Larson likes the points of challenge with the new code as they give an opportunity to consider all options, but he also feels that after going through the exhaustive process of creating the zoning code that it's important to stick to it. He believes that the parking matter, regardless of how you feel about it, drives the building height situation. He also feels that public/non-profit and private development sectors should follow the same rules.

Ms. Crisman feels that the whole vibe of the downtown area is the character of density so starting to make exceptions will undo that. She would like to stay with the current rules and let them work as they are.

Ms. Lynch agreed with the previous sentiments.

Mr. Larson asked about potentially coming up with a formula for height exceptions to allow for consideration of individual projects based on the size of the site being considered.

After further discussion, Mr. Larson revised his motion to set the date for a public hearing for the parking amendments only and to leave the question of minimum height until a later date. Ms. Crisman seconded the motion. The motion was approved unanimously with 7 ayes (Alberhasky, Crisman, Grybovych, Larson, Leeper, Lynch and Stalnaker), and 0 nays.

**Discussion
6/14/2023**

The first item of business was a zoning text amendment regarding parking for institutional uses in CD-DT. Acting Chair Hartley introduced the item and Ms. Howard provided background information. She explained that the item was presented at the last meeting and gave a brief recap of the information. An inquiry from St. Patrick's about using a vacant lot for a surface parking lot prompted the discussion as the property is in the Urban General Frontage of the Downtown Character District. They may build a new daycare building in the future. The accessory uses, such as parking, are not allowed without a principal use. Parking setback in most zones is relative to the principal buildings on the site. The question becomes whether parking for civic and institutional uses be treated differently. Urban General encourages buildings close to the street with parking located behind to create a pedestrian-friendly mixed-use district. The parking setback from the street is about 30 feet in this zoning district. Allowance can be made for additional area along side streets if it is behind a building wall, such as in a garage or in a parking facility. She provided examples of parking setbacks in other zoning districts.

Ms. Howard explained that there are a number of churches and schools in the Downtown Character District with campus-like settings on multiple properties. Institutional uses are important to the character of the neighborhood and may warrant different rules, but it is also important to ensure surrounding development is respected. Buffering parking areas from public sidewalks and adjacent properties would help to do that. She discussed the solutions that were discussed at the previous meeting that would allow for more flexibility for civic and institutional uses. Staff recommends allowing more flexibility for these types of uses and creating a special rule that would allow parking forward of the parking setback line with the conditions outlined in the staff report and/or with any modifications or additional comments from the Commission.

Paul Dimarco, 1707 E. Bremer Avenue, Waverly, spoke as a parishioner of St. Patrick's. He discussed different projects that he has been a part of with the church and asked the Commission to consider support for the proposed zoning changes. He thanked staff and the Commission for all their work and support of the community. He believes the additional parking would assist in reducing parking needs and loads on the neighbors, as well as Main Street events.

Mr. Larson feels it makes sense but still has concerns about a different set of rules for civic and institutional uses.

Mr. Leeper feels that the timing is a challenge as the code was just updated and this is the first project coming through. To make a change right away doesn't allow the code a chance to work as it has been laid out.

Ms. Crisman agreed to their sentiments, stating that while one location might need the additional space, it doesn't mean that all of the other locations will need the additional parking. If the rules are changed, it would be allowed for all of them. She would prefer not to change the code.

Mr. Larson asked about the possibility of a variance. Ms. Howard explained that anyone has a right to request a variance, but the bar is set high to show that

you don't have any use of the property because of zoning rules. It would be difficult to meet a variance standard in this case.

Ms. Crisman asked if the property was included in the parking study. Ms. Howard was uncertain but believed it was outside the area of the downtown study.

Ms. Crisman made a motion to approve the item as recommended. Mr. Larson seconded the motion. The motion was denied with 2 ayes (Alberhasky and Hartley), and 5 nays (Crisman, Larson, Leeper, Moser and Stalnaker).



FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM
Public Records Division

TO: Honorable Mayor Green and City Council Members
FROM: Marcie Breitbach, Administrative & Parking Supervisor
DATE: July 31, 2023
SUBJECT: Parking Permits - Ordinance Amendments

Please find attached proposed ordinance amendments that were discussed at the July 17, 2023 Finance & Business Operations Committee meeting. This ordinance clarifies the current 48-hour parking limit and provides an option for temporary long-term parking permits for the municipal parking lots.

Additionally, this ordinance also includes a clean-up item for Section 23-411, correcting a reference to the Central Business District, which is now known as the Downtown Character District.

Please feel free to contact me with questions regarding these proposed amendments. Thank you.

ORDINANCE NO. _____

AN ORDINANCE (1) REPEALING SECTIONS 23-418, PARKING PERMITS FOR MUNICIPAL PARKING LOTS OR PARKING FACILITIES; AND (2) SECTION 23-411, PARKING ENFORCEMENT DISTRICTS DESCRIBED; AND ENACTING IN LIEU THEREOF NEW SECTIONS 23-418, PARKING PERMITS FOR MUNICIPAL PARKING LOTS OR PARKING FACILITIES AND 23-411, PARKING ENFORCEMENT DISTRICTS DESCRIBED, ALL CONTAINED IN DIVISION 2, PARKING ENFORCEMENT DISTRICTS, EQUIPMENT, OPERATIONS AND FACILITIES, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 23-418, Parking permits for municipal parking lots and parking facilities, of Division 2, Parking enforcement districts, equipment, operations and facilities, of Article IV, Stopping, Standing and Parking, of Chapter 23, Stopping, standing and parking, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby repealed in its entirety and a new Section 23-418, Parking permits for municipal parking lots and parking facilities, is enacted in lieu thereof, as follows:

Sec. 23-418. Parking permits for municipal parking lots or parking facilities.

- (a) Generally. The owner or operator of a motor vehicle may obtain a parking permit for use in the off-street municipal parking lots or facilities. Parking permits may be assigned to a specific parking lot or facility, and may vary in price. Parking permit fees shall be established from time to time by resolution of the city council. The parking permits ~~are~~ ~~is~~ to be displayed ~~and visible thru in the lower left hand corner of~~ the windshield of the vehicle unless the owner or operator of the vehicle has properly registered the license plate of the vehicle to be associated with a virtual parking permit thru the parking enforcement agency designated by the city.
- (b) Monthly permit. The purchase and proper display/registration of a monthly parking permit, as required in this subsection shall entitle the motor vehicle to be parked in the designated off-street municipal parking lot or facility for a period of up to 48 consecutive hours for the month purchased without penalty. Monthly permitted vehicles parked beyond the 48-hour limit without moving are in violation of this subsection and are subject to citation for overtime parking and removal by tow at owner's expense. An additional daily parking permit must be purchased separately for temporary long-term parking beyond the 48-hour limit.
- (c) Daily permit (temporary long-term). In addition to a monthly parking permit, a daily parking permit may be purchased by monthly permit holders for temporary long-term parking in the same municipal parking lot or facility as the monthly parking permit. The purchase and proper display/registration of a daily parking permit entitles the motor vehicle to be parked in the designated off-street municipal parking lot or facility, without moving the vehicle, for the designated dates purchased, without penalty or removal by tow.

Section 2. Section 23-411, Parking enforcement districts described, of Division 2, Parking enforcement districts, equipment, operations and facilities, of Article IV, Stopping, Standing and Parking, of Chapter 23, Stopping, standing and parking, of the Code of Ordinances of the City of Cedar Falls, Iowa is hereby repealed in its entirety and a new Section 23-411, Parking enforcement districts described, is enacted in lieu thereof, as follows:

Sec. 23-411. Parking enforcement districts described.

The following named and described districts, lying within the corporate limits of the city, shall constitute a parking enforcement district.

- (1) Downtown parking enforcement district, being the boundaries described in section 26-191489 ~~as the Downtown Character District (CD-DT), Central Business District (CBD) overlay zoning district.~~
- (2) College Hill parking enforcement district, being the boundaries described in section 26-181, College Hill Neighborhood (CHN) overlay zoning district.

INTRODUCED: _____ August 7, 2023 _____

PASSED 1st CONSIDERATION: _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: August 7, 2023

SUBJECT: Updates to City Code Section 23-374 – Parking Prohibited on Specific Streets
 And
 Updates to City Code Section 23-379 – Limited Parking on Specific Streets

The no parking ordinance on University Avenue frontage road north of University Avenue (Dakota Street) from W. 31st Street to its westerly terminus currently exists on both the northerly and southerly sides of the street. UNI has requested to allow limited parking on the northerly side of the street. This would allow students to park on the street to attend classes held at the UNI owned house located at 8712 University Ave. (frontage road). The southerly side of the street within these same limits would remain no parking.

The Engineering Division is recommending that the current no parking that exists on the northerly side of University Avenue frontage road (Dakota Street) from 31st Street to its western terminus be allowed for a duration of 90 minutes. This will allow students to park on the street for the duration of scheduled classes.

The Engineering Division is proposing changes to (1) City Code Section 23-374 – Parking Prohibited on Specific Streets to remove the no parking on the northerly side of the frontage road; and (2) City Code Section 23-379 – Limited Parking on Specific Streets to allow for limited parking so the code will match the proposed limits of the parking request along the frontage road. Please see the attached changes to City Code Section 23-374 – Parking Prohibited on Specific Streets and City Code Section 23-379 – Limited Parking on Specific Streets.

The Engineering Division of the Public Works Department recommends approval to set the newly defined area to allow limited on-street parking. This area is shown on the attached exhibit.

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

xc: Chase Schrage, Director of Public Works

Item 36.



W31st St

W31st St

31st St Trall

Ohio St

Dakota St

Panther Ln

Dakota St

University Ave

3213
3215

1313
1315

8712

8702

8736

Dakota St

University Ave

1310

Panther Ln

1431

1421
1423

1410

1416

Sec. 23-374. Parking prohibited on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or portions of streets enumerated in this section.

Street	Portion Where Parking Prohibited
Frontage roads along the north side of University Avenue	On both sides of said frontage road from the east curb line of Valley Park Drive east to the end of said frontage road at the entrance to the Holiday Inn Motel.
	<i>On the south side of the frontage road (Dakota Street) from the south curb line of West 31st Street (UNI Institutional Road), west to the end of said frontage road (Dakota Street). On both sides of frontage road from the west curb line of Ohio Street (UNI Institutional Road) west to the east curb line of Hudson Road.</i>
	On both sides of the frontage road along the north side of University Avenue between Main Street and Tremont Street, from the most westerly curb cut on said frontage road, west to the end of said frontage road.

(Ord. No. 2945, § 2, 6-17-2019; Ord. No. 2991, §§ 1, 2, 6-7-2021; Ord. No. 3013, § 1, 7-18-2022; Ord. No. 3017, § 1, 10-3-2022)

Sec. 23-379. Limited parking on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle on the following streets or portions of streets for a period longer than the time limit specified in this section.

Street	Portion Where Parking Prohibited
<i>Frontage roads along the north side of University Avenue</i>	<i>On the north side of the frontage road (Dakota Street) from 35 feet southwest of the south curb line of West 31st Street (UNI Institutional Road), west to the end of said frontage road (Dakota Street), parking shall be limited to a 90-minute period.</i>

(Ord. No. 2962, § 1, 2-3-2020)

ORDINANCE NO. _____

AN ORDINANCE (1) AMENDING SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY STRIKING THE UNNUMBERED SUBSECTION ENTITLED "FRONTAGE ROADS ALONG THE NORTH SIDE OF UNIVERSITY AVENUE" , AND ENACTING A NEW UNNUMBERED SUBSECTION OF THE SAME TITLE; AND (2) AMENDING SECTION 23-379, LIMITED PARKING ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY ADDING A NEW UNNUMBERED SUBSECTION ENTITLED "FRONTAGE ROADS ALONG THE NORTH SIDE OF UNIVERSITY AVENUE" ALLOWING LIMITED PARKING ON PORTIONS OF THE FRONTAGE ROAD (DAKOTA STREET) ALONG THE NORTH SIDE OF UNIVERSITY AVENUE.

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

Section 1. The unnumbered subsection entitled "Frontage roads along the north side of University Avenue" in Section 23-374, Parking Prohibited on Specific Streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new unnumbered subsection of the same title is enacted in lieu thereof, as follows:

<i>Street</i>	<i>Portion Where Parking Prohibited</i>
Frontage roads along the north side of University Avenue	<p>On both sides of said frontage road from the east curb line of Valley Park Drive east to the end of said frontage road at the entrance to the Holiday Inn Motel.</p> <p>On both sides of said frontage road from the west curb line of Ohio Street (UNI Institutional Road) west to the east curb line of Hudson Road.</p> <p><i>On the south side of the frontage road (Dakota Street) from the south curb line of West 31st Street (UNI Institutional Road), west to the end of said frontage road (Dakota Street.)</i></p> <p>On both sides of the frontage road along the north side of University Avenue between Main Street and Tremont Street, from the most westerly curb cut on said frontage road, west to the end of said frontage road.</p>

Section 2. Section 23-379, Limited parking on specific streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, is hereby amended by adding a new unnumbered subsection, entitled "Frontage roads along the north side of University Avenue", as follows:

<i>Street</i>	<i>Portion Where Parking Prohibited</i>
<i>Frontage roads along the north side of University Avenue</i>	<i>On the north side of the frontage road (Dakota Street) from 35 feet southwest of the south curb line of West 31st Street (UNI Institutional Road), west to the end of said frontage road (Dakota Street), parking shall be limited to a 90-minute period</i>

INTRODUCED: _____

PASSED 1st CONSIDERATION: _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, E.I., Civil Engineer II

DATE: August 7, 2023

SUBJECT: Update to City Code Section 23-231 – Through Streets Designated

Submitted for council approval is the ordinance change regarding Center Street through street designation.

The intended street crossing at Center Street and Lone Tree will be marked with a 4-way stop after Council Decision following committee of the whole meeting on July 17th, 2023.

After conducting a traffic study, the engineering department recommended adding additional signage for the existing 2-way stop intersection. City Council then voted instead to change the Lone Tree and Center Street intersection to a 4-way stop.

The Engineering Division is proposing changes to City Code Section 23-231 – Through Streets Designated so the code matches the changes that have been decided. Please see the attached changes for City Code Section 23-231 – Through Streets Designated.

If you have any questions or concerns, please feel free to ask.

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

ORDINANCE NO. _____

AN ORDINANCE MAINTAINING CENTER STREET AS AN ARTERIAL THROUGH STREET FROM FIRST STREET TO THE NORTH CITY LIMITS, BUT ADDING AN EXCEPTION AT LONE TREE ROAD BY STRIKING THE UNNUMBERED SUBSECTION ENTITLED CENTER STREET AND CORRESPONDING DESIGNATION IN SECTION 23-231, THROUGH STREETS DESIGNATED, OF DIVISION 3, RIGHT-OF-WAY, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING A NEW UNNUMBERED SUBSECTION ENTITLED CENTER STREET AND CORRESPONDING DESIGNATION IN LIEU THEREOF.

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

Section 1. The unnumbered Subsection entitled Center Street and corresponding designation, of Section 23-231, Through Streets Designated, of Division 3, Right-of-Way, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new unnumbered subsection entitled Center Street, and corresponding designation, are hereby enacted in lieu thereof, as follows:

<i>Street</i>	<i>Portion of Street Designated as Arterial Through Street</i>
Center Street	From First Street to the north city limits, except at Lone Tree Road.

INTRODUCED: _____

PASSED 1st CONSIDERATION: _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Sec. 23-231. Through streets designated.

The following streets and parts of streets are hereby declared to be through streets:

Street	Portion of Street Designated as Arterial Through Street
First Street	From Main Street west to the city limits.
Second Street	From Iowa Street to Hudson Road, except for Walnut Street and Division Street.
Fourth Street	From Franklin Street west to Pheasant Drive, except at Walnut Street, at Hudson Road, and at its intersection With Angie Drive and Holmes Drive.
Sixth Street	From Main Street west to Sartori Hospital, except at Franklin Street.
Seventh Street (West)	At the intersection of Division Street.
	At the intersection of Franklin Street.
Eighth Street (West)	From College Street west to Hudson Road, except at Division Street.
	At the intersection of Barrington Drive.
	At the intersection of Franklin Street.
Ninth Street	From College Street west to the west line of Division Street, except at Division Street.
Tenth Street	From College Street west to the west line of Division Street, except at Division Street.
11th Street	From College Street west to the end of College Street, except at Division Street.
12th Street (East)	From Main Street east to the end of 12th Street (East).
12th Street (West)	From Main Street west to the city limits, except at Walnut Street, College Street, Hudson Road and Union Road.
13th Street (East)	From Waterloo Road to Main Street east to Waterloo Road.
14th Street (East)	From Main Street east to Waterloo Road.
18th Street	From Waterloo Road west to Hudson Road, except at Main Street and College Street.
19th Street (West)	From College Street to Hudson Road, except at its two intersections with Merner Avenue.
22nd Street	From Main Street to Campus Street, except at Walnut Street and College Street.

23rd Street (West)	From College Street to Hudson Road, except at Campus Street.
27th Street	From Main Street west to College Street, and from Hudson Road west to the city limits.
Barnett Drive	From West Fourth Street to West 12th Street.
Belle Avenue	From Rainbow Drive to Waterloo Road.
Bergstrom Boulevard	From South Main Street Road to South Lawn Road, except at South Main Street and South Lawn Road.
Big Woods Road	From Independence Avenue to the north city limits, except at Lake Street and Dunkerton Road.
Boulder Drive	From Orchard Drive to University Avenue.
Briarwood Drive	From Orchard Drive south and east to Orchard Hill Drive.
Campus Street	From West 18th Street to the south line of West 23rd Street.
Carlton Drive	From Orchard Drive to Maplewood Drive.
	From Orchard Drive south to Briarwood Drive.
Cedar Heights Drive	From Rainbow Drive south to the south city limits, except at University Avenue.
Center Street	From First Street to the north city limits. From First Street to north city limits, except at Lone Tree Road.
Clay Street	From First Street to 18th Street, except at Second Street, Third Street, Sixth Street and 12th Street.
College Street	From Sixth Street to end of street south of 29th Street, except at 12th Street, 18th Street and University Avenue.
Crescent Drive	From Highland Drive west to the end of said Crescent Drive.
Division Street	From First Street to 12th Street, except at Fourth Street, Eighth Street, Ninth Street, Tenth Street and 11th Street.
Dunkerton Road	From Center Street to the east city limits.
Eastpark Road	From Orchard Drive south and east to Briarwood Drive.
Ellen Street (North)	From First Street north to South Park Road.
Enterprise Drive	From Viking Road to Chancellor Drive.
Franklin Street	From First Street south to University Avenue, except at Sixth Street, 12th Street, 18th Street and Seerley Boulevard.
Grand Boulevard	From Waterloo Road to the intersection at Galloway Avenue, except at Edwards Street and Park Drive.
Grant Street	From Jefferson Street east to McKinley Street.

Hawthorne Drive	From Waterloo Road east to Neola Street, except at Rownd Street.
Highland Drive	From First Street to Fourth Street.
Hudson Road	From First Street south to the city limits, except at University Drive.
Independence Avenue	From Lincoln Street to Big Woods Road, except at the intersection of the railroad tracks which cross Independence Avenue.
Knoll Ridge Drive	From Orchard Drive south to Briarwood Drive.
Lake Street	From Central Avenue to Leverage Road, except at Big Woods Road.
Laurinda Drive	From Orchard Drive south to Elmridge Drive.
Lantz (East)	From Center Street to Jackson Avenue.
Leversee Road	From Lincoln Street to the north city limits, except at the intersection of the railroad tracks which cross Independence Avenue, and except at Dunkerton Road.
Lilac Lane	From Rownd Street to Boulder Drive, except at McClain Drive.
Lincoln Street	From the city limits to North Main Street.
Lone Tree Road	From Ford Road to Big Woods Road, except at Center Street.
	Lone Tree Road from Ford Road to Leverage Road, except at Center Street.
Longview (East)	From Central Avenue to Center Street.
Madison Street	From Valley Park Drive to Waterloo Road.
Main Street	From its intersection with North Main Street and Lincoln Street to University Avenue.
Main Street (North)	From its intersection with Lincoln Street and Main Street to Independence Avenue.
Main Street Road (South)	From University Avenue to the south city limits, except at Ridgeway Avenue.
Maplewood Drive	From Rownd Street to Boulder Drive, except at McClain Drive and Carlton Drive.
McClain Drive	From University Avenue to its southerly limit, except at Orchard Drive.
Newman Avenue	From Waterloo Road east to Gibson Street.
Orchard Drive	From South Main Street to the east city limits, except at Rownd Street and Cedar Heights Drive (South).
Pleasant Drive	From Rownd Street east to the city limits, except at Cedar Heights Drive.

Rainbow Drive	From Waterloo Road to the east city limits.
Ridgeway Avenue	From the east city limits to the west city limits, except at Hudson Road.
Rownd Street	From Rainbow Drive south to the city limits, except at University Avenue and Hawthorne Drive.
Scenic Street	From University Avenue to Pleasant Drive.
Seerley Boulevard	From Main Street to College Street and from Main Street east to Royal Drive, except at Valley Park Drive.
South Lawn Road	At its intersection with Bergstrom Boulevard.
	At the intersection of Bergstrom Boulevard and at the intersection of Stanwood Drive.
State Street	From East 13th Street to the intersection of First Street.
Sunset Boulevard	At the intersection of Willow Lane
Tremont Street	From West 9th Street to West 12th Street.
	From West 20th Street to West 22nd Street.
Tucson Drive	From the north line of University Avenue to the south line of Orchard Drive.
Union Road	From the south city limits to the north city limits, except at Dike Road, West 27th Street, West 12th Street and West First Street.
University Drive	From the east city limits to the west city limits, except at Hudson Road.
U.S. Highway 20	From the east city limits to the west city limits.
Valley High Drive	From Rownd Street to Cedar Heights Drive.
Valley Park Drive	From University Avenue north to East 18th Street, except at East Seerley Boulevard.
Veralta Drive	From University Avenue to Green Hill Road, except at Valley High Drive and Orchard Drive.
Victory Drive	From Waterloo Road north to Rainbow Drive, except at Hawthorne Drive.
Walnut Street	From First Street to the end of the street south of 29th Street, except at Sixth Street, 12th Street, 18th Street, Seerley Boulevard and University Avenue.
Washington Street	From First Street to 18th Street, except at Sixth Street and 12th Street.
Waterloo Road	From University Avenue to Main Street.
Western (East)	From Central Avenue to Jackson Avenue.

(Code 2017, § 26-170; Ord. No. 1929, § 1, 1-2-1991; Ord. No. 1973, § 1, 5-11-1992; Ord. No. 1997, § 2, 10-19-1992; Ord. No. 2070, § 3, 11-14-1994; Ord. No. 2104, § 1, 5-8-1995; Ord. No. 2116, § 1, 9-11-1995; Ord. No. 2295, § 1, 3-

27-2000; Ord. No. 2311, § 1, 10-23-2000; Ord. No. 2384, § 1, 7-8-2002; Ord. No. 2390, § 1, 8-12-2002; Ord. No. 2407, § 1, 12-9-2002; Ord. No. 2441, § 1, 8-11-2003; Ord. No. 2494, § 1, 11-15-2004; Ord. No. 2511, §§ 1, 2, 4-11-2005; Ord. No. 2512, §§ 1—3, 4-11-2005; Ord. No. 2514, § 1, 4-11-2005; Ord. No. 2574, § 1, 5-22-2006; Ord. No. 2863, § 1, 5-16-2016; Ord. No. 2970, § 1, 10-5-2020)

DAILY INVOICES FOR 8/7/23 COUNCIL MEETING

Item 38.

PREPARED 08/01/2023, 11:16:53
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 12/2023

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-0000-213.00-00			CURRENT LIABILITY / SALES TAX PAYABLE								
2233		12/23 AP	07/07/23 0006963				IOWA DEPT.OF REVENUE RECREATION	12,402.31			07/27/23
			MONTHLY SALES TAX								
			ACCOUNT TOTAL					12,402.31	.00	12,402.31	
101-1008-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
111		01/24 AP	07/20/23 0398947				BELLINGER, SHIANNE AMES	126.15			07/28/23
			RMB:MILEAGE-IMPI CONF.								
			ACCOUNT TOTAL					126.15	.00	126.15	
101-1028-441.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
2271		12/23 AP	07/24/23 0006957				DEPT. OF HEALTH & HUMAN SERVI	1,949.00			07/31/23
			IA113-INT.EARNED RNP FY23								
			ACCOUNT TOTAL					1,949.00	.00	1,949.00	
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES											
2233		12/23 AP	07/01/23 0006961				FARMERS STATE BANK DEBT SERVICE PRINCIPAL	20.00			07/27/23
			OUTGOING WIRE FEE								
			ACCOUNT TOTAL					20.00	.00	20.00	
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105											
2233		12/23 AP	07/06/23 0006966				ISOLVED BENEFIT SERVICES, INC	717.60			07/27/23
			CAFE ADMIN FEE-JUNE'23								
			ACCOUNT TOTAL					717.60	.00	717.60	
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT											
2233		12/23 AP	07/13/23 0006967				ISOLVED BENEFIT SERVICES, INC	3.84			07/27/23
			HEALTH INS. REIMBURSEMENT								
			ACCOUNT TOTAL					3.84	.00	3.84	
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
12		02/24 AP	07/17/23 0000000				OFFICE EXPRESS OFFICE PRODUCT	46.91			07/27/23
			POP-UP NOTES, AAA BATTERY (X2)								
			ACCOUNT TOTAL					46.91	.00	46.91	
101-1060-423.72-75 OPERATING SUPPLIES / DISPLAY											

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1060-423.72-75					OPERATING SUPPLIES / DISPLAY			
	12	02/24 AP		06/29/23 0000000	VICTORIA INTERNATIONAL	1,323.00		07/27/23
					10 X 10' CFPL LOGO TENT			
	12	02/24 AP		06/29/23 0000000	VICTORIA INTERNATIONAL	347.00		07/27/23
					6' CFPL LOGO TABLE THROW			
	12	02/24 AP		06/29/23 0000000	VICTORIA INTERNATIONAL	351.00		07/27/23
					11' CFPL LOGO BLADE PRO			
					ACCOUNT TOTAL	2,021.00	.00	2,021.00
continued								
101-1060-423.72-76					OPERATING SUPPLIES / PUBLIC RELATIONS			
	12	02/24 AP		06/29/23 0000000	VICTORIA INTERNATIONAL	1,360.00		07/27/23
					CFPL LOGO POP SOCKETS			
	12	02/24 AP		06/29/23 0000000	VICTORIA INTERNATIONAL	760.00		07/27/23
					CFPL LOGO PENS			
					ACCOUNT TOTAL	2,120.00	.00	2,120.00
101-1060-423.72-99					OPERATING SUPPLIES / POSTAGE			
	11	02/24 AP		07/01/23 0000000	MOBIUS	7,481.39		07/27/23
					LIBRARY COURIER SERVICE			
					FY24			
	12	02/24 AP		06/26/23 0000000	QUADIENT FINANCE USA, INC.	300.00		07/27/23
					POSTAGE			
					ACCOUNT TOTAL	7,781.39	.00	7,781.39
101-1060-423.81-91					PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT			
	12	02/24 AP		07/12/23 0000000	GORDON FLESCH COMPANY INC	977.87		07/27/23
					COPIER CONTRACT			
					015-1483981-000			
					ACCOUNT TOTAL	977.87	.00	977.87
101-1060-423.85-01					UTILITIES / UTILITIES			
	2141	12/23 AP		07/05/23 0000000	CEDAR FALLS UTILITIES	6,579.26		07/27/23
					LIBRARY UTILITIES			
					ACCOUNT TOTAL	6,579.26	.00	6,579.26
101-1060-423.86-01					REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
	2233	12/23 AP		07/03/23 0006982	PROFESSIONAL SOLUTIONS	125.86		07/27/23
					JUNE CREDIT CARD FEES			
	2141	12/23 AP		06/23/23 0000000	ARAMARK	23.55		07/27/23
					LIBRRAY MAT SERVICE			
	2142	12/23 AP		04/27/23 0000000	CITY LAUNDERING CO.	76.16		07/27/23
					FIRST AID SUPPLY SERVICE-			
					LIBRARY			

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued				
	11	02/24	AP	07/07/23	0000000	ARAMARK LIBRARY MAT SERVICE	23.55			07/27/23
ACCOUNT TOTAL							249.12	.00	249.12	
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
2141		12/23	AP	06/22/23	0000000	BAKER & TAYLOR BOOKS	30.30			07/27/23
		ADULT BOOKS (MEM HOGAN)								
2141		12/23	AP	06/22/23	0000000	BAKER & TAYLOR BOOKS	215.05			07/27/23
		ADULT BOOKS (MEM SMITH)								
	11	02/24	AP	07/05/23	0000000	BAKER & TAYLOR BOOKS	37.99			07/27/23
		ADULT BOOKS (MEM HOGAN)								
	11	02/24	AP	07/03/23	0000000	BAKER & TAYLOR BOOKS	11.39			07/27/23
		ADULT BOOKS (MEM SMITH)								
ACCOUNT TOTAL							294.73	.00	294.73	
101-1060-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS										
2141		12/23	AP	06/21/23	0000000	BAKER & TAYLOR BOOKS	32.72			07/27/23
		LARGE PRINT BOOKS (MEM SMITH)								
ACCOUNT TOTAL							32.72	.00	32.72	
101-1060-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
2141		12/23	AP	06/26/23	0000000	BAKER & TAYLOR BOOKS	22.00			07/27/23
		ADULT CD BOOKS (MEM SMITH)								
ACCOUNT TOTAL							22.00	.00	22.00	
101-1060-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES										
	11	02/24	AP	06/29/23	0000000	MINNESOTA HISTORICAL SOCIETY MICROFILM	8.50			07/27/23
ACCOUNT TOTAL							8.50	.00	8.50	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
2141		12/23	AP	06/26/23	0000000	STOREY KENWORTHY	20.00			07/27/23
		FOTL:YOUTH-POSTER PRINTNG								
	12	02/24	AP	07/17/23	0000000	MCCANN, LINDA	25.00			07/27/23
		FOTL:ADULT-SPEAKING FEE								
	12	02/24	AP	07/13/23	0000000	BAKER & TAYLOR BOOKS	31.12			07/27/23
		FOTL:ADULT-ADULT BOOKS								
	12	02/24	AP	07/12/23	0000000	BAKER & TAYLOR BOOKS	187.10			07/27/23
		FOTL:ADULT-ADULT BOOKS								

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM						continued		
ACCOUNT TOTAL						263.22	.00	263.22
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.								
2141		12/23	AP	06/28/23	0000000 BAKER & TAYLOR BOOKS	259.81		07/27/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
2141		12/23	AP	06/28/23	0000000 BAKER & TAYLOR BOOKS	47.66		07/27/23
					BERG 2 RMB SLP '23-YOUNG ADULT BOOKS			
2141		12/23	AP	06/28/23	0000000 BAKER & TAYLOR BOOKS	16.17		07/27/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
2141		12/23	AP	06/26/23	0000000 BAKER & TAYLOR BOOKS	41.80		07/27/23
					BERG 2 RMB SLP '23-YOUNG ADULT BOOKS			
2141		12/23	AP	06/26/23	0000000 BAKER & TAYLOR BOOKS	35.92		07/27/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
2141		12/23	AP	06/22/23	0000000 BAKER & TAYLOR BOOKS	12.76		07/27/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
2141		12/23	AP	06/21/23	0000000 BAKER & TAYLOR BOOKS	72.93		07/27/23
					BERG 2 RMB SLP '23-YOUNG ADULT BOOKS			
2141		12/23	AP	06/21/23	0000000 BAKER & TAYLOR BOOKS	45.34		07/27/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
12		02/24	AP	07/18/23	0000000 BAKER & TAYLOR BOOKS	95.85		07/27/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
12		02/24	AP	07/12/23	0000000 BAKER & TAYLOR BOOKS	20.50		07/27/23
					BERG 2 RMB SLP '23-YOUNG ADULT BOOKS			
12		02/24	AP	07/12/23	0000000 BAKER & TAYLOR BOOKS	22.75		07/27/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
11		02/24	AP	07/06/23	0000000 BAKER & TAYLOR BOOKS	56.96		07/27/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
11		02/24	AP	07/05/23	0000000 BAKER & TAYLOR BOOKS	52.72		07/27/23
					BERG 2 RMB SLP '23-YOUNG ADULT BOOKS			
11		02/24	AP	07/05/23	0000000 BAKER & TAYLOR BOOKS	21.56		07/27/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
11		02/24	AP	07/03/23	0000000 BAKER & TAYLOR BOOKS	34.15		07/27/23
					BERG 2 RMB SLP '23-YOUNG ADULT BOOKS			
11		02/24	AP	07/03/23	0000000 BAKER & TAYLOR BOOKS	39.90		07/27/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
11		02/24	AP	06/28/23	0000000 BAKER & TAYLOR BOOKS	74.18		07/27/23
					BERG 2 RMB SLP '23-YOUTH BOOKS			
ACCOUNT TOTAL						950.96	.00	950.96
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP								
2141		12/23	AP	06/22/23	0000000 PLAYAWAY PRODUCTS	99.92		07/27/23
					AUDIO CABLES			
2141		12/23	AP	06/19/23	0000000 BRODART CO.	301.16		07/27/23
					9.5 X 6" BOOK COVERS			
2141		12/23	AP	06/19/23	0000000 DEMCO, INC	120.67		07/27/23

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FUND 101 GENERAL FUND										
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP						continued				
12		02/24 AP		07/05/23	0000000	1/4" FILAMENT & 2" BOOK TAPES BRODART CO.	209.80			07/27/23
						12" BOOK COVER ROLLS				
ACCOUNT TOTAL							731.55	.00	731.55	
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
11		02/24 AP		07/01/23	0000000	OCLC, INC.	575.06			07/27/23
						1 YR. SUB. WORLDSHARE ILL 07/01/23-06/30/24				
11		02/24 AP		07/01/23	0000000	OCLC, INC.	9,747.65			07/27/23
						CATALOG AND METADATA SUB. FY24				
ACCOUNT TOTAL							10,322.71	.00	10,322.71	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
2141		12/23 AP		06/28/23	0000000	BAKER & TAYLOR BOOKS	223.18			07/27/23
						ADULT BOOKS				
2141		12/23 AP		06/26/23	0000000	BAKER & TAYLOR BOOKS	274.80			07/27/23
						ADULT BOOKS				
2141		12/23 AP		06/22/23	0000000	BAKER & TAYLOR BOOKS	70.28			07/27/23
						ADULT BOOKS				
2141		12/23 AP		06/22/23	0000000	BAKER & TAYLOR BOOKS	844.01			07/27/23
						ADULT BOOKS				
2141		12/23 AP		06/22/23	0000000	BAKER & TAYLOR BOOKS	15.96			07/27/23
						ADULT BOOKS				
2141		12/23 AP		06/21/23	0000000	BAKER & TAYLOR BOOKS	90.81			07/27/23
						ADULT BOOKS				
12		02/24 AP		07/18/23	0000000	BAKER & TAYLOR BOOKS	128.90			07/27/23
						ADULT BOOKS				
12		02/24 AP		07/13/23	0000000	BAKER & TAYLOR BOOKS	486.03			07/27/23
						ADULT BOOKS				
12		02/24 AP		07/12/23	0000000	BAKER & TAYLOR BOOKS	98.02			07/27/23
						ADULT BOOKS				
11		02/24 AP		07/10/23	0000000	BAKER & TAYLOR BOOKS	189.78			07/27/23
						ADULT BOOKS				
11		02/24 AP		07/10/23	0000000	BAKER & TAYLOR BOOKS	166.13			07/27/23
						ADULT BOOKS				
11		02/24 AP		07/06/23	0000000	BAKER & TAYLOR BOOKS	579.35			07/27/23
						ADULT BOOKS				
11		02/24 AP		07/05/23	0000000	BAKER & TAYLOR BOOKS	217.04			07/27/23
						ADULT BOOKS				
11		02/24 AP		07/03/23	0000000	BAKER & TAYLOR BOOKS	51.58			07/27/23
						ADULT BOOKS				
ACCOUNT TOTAL							3,435.87	.00	3,435.87	

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FUND 101 GENERAL FUND									
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
2141		12/23	AP	06/22/23	0000000	BAKER & TAYLOR BOOKS	351.33		07/27/23
						YOUNG ADULT BOOKS			
2141		12/23	AP	06/21/23	0000000	BAKER & TAYLOR BOOKS	14.20		07/27/23
						YOUNG ADULT BOOKS			
12		02/24	AP	07/18/23	0000000	BAKER & TAYLOR BOOKS	33.09		07/27/23
						YOUNG ADULT BOOKS			
12		02/24	AP	07/13/23	0000000	BAKER & TAYLOR BOOKS	21.00		07/27/23
						YOUNG ADULT BOOKS			
12		02/24	AP	07/12/23	0000000	BAKER & TAYLOR BOOKS	215.83		07/27/23
						YOUNG ADULT BOOKS			
11		02/24	AP	07/10/23	0000000	BAKER & TAYLOR BOOKS	153.64		07/27/23
						YOUNG ADULT BOOKS			
11		02/24	AP	07/07/23	0000000	BAKER & TAYLOR BOOKS	716.81		07/27/23
						YOUNG ADULT BOOKS			
12		02/24	AP	07/07/23	0000000	BAKER & TAYLOR BOOKS	7.79		07/27/23
						YOUNG ADULT BOOKS			
11		02/24	AP	07/06/23	0000000	BAKER & TAYLOR BOOKS	395.88		07/27/23
						YOUNG ADULT BOOKS			
11		02/24	AP	07/05/23	0000000	BAKER & TAYLOR BOOKS	23.96		07/27/23
						YOUNG ADULT BOOKS			
11		02/24	AP	07/03/23	0000000	BAKER & TAYLOR BOOKS	22.18		07/27/23
						YOUNG ADULT BOOKS			
						ACCOUNT TOTAL	1,955.71	0.00	1,955.71
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
2141		12/23	AP	06/28/23	0000000	BAKER & TAYLOR BOOKS	149.78		07/27/23
						YOUTH BOOKS			
2141		12/23	AP	06/26/23	0000000	BAKER & TAYLOR BOOKS	42.30		07/27/23
						YOUTH BOOKS			
2141		12/23	AP	06/22/23	0000000	BAKER & TAYLOR BOOKS	10.25		07/27/23
						YOUTH BOOKS			
2141		12/23	AP	06/22/23	0000000	BAKER & TAYLOR BOOKS	74.67		07/27/23
						YOUTH BOOKS			
2141		12/23	AP	06/21/23	0000000	BAKER & TAYLOR BOOKS	89.72		07/27/23
						YOUTH BOOKS			
2141		12/23	AP	06/20/23	0000000	BAKER & TAYLOR BOOKS	407.41		07/27/23
						YOUTH BOOKS			
12		02/24	AP	07/18/23	0000000	BAKER & TAYLOR BOOKS	55.00		07/27/23
						YOUTH BOOKS			
12		02/24	AP	07/17/23	0000000	BAKER & TAYLOR BOOKS	1,049.83		07/27/23
						YOUTH BOOKS			
12		02/24	AP	07/13/23	0000000	BAKER & TAYLOR BOOKS	142.52		07/27/23
						YOUTH BOOKS			
12		02/24	AP	07/12/23	0000000	BAKER & TAYLOR BOOKS	120.36		07/27/23
						YOUTH BOOKS			
11		02/24	AP	07/10/23	0000000	BAKER & TAYLOR BOOKS	109.43		07/27/23
						YOUTH BOOKS			

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FUND 101 GENERAL FUND									
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS						continued			
11		02/24	AP	07/06/23	0000000	BAKER & TAYLOR BOOKS	291.37		07/27/23
						YOUTH BOOKS			
11		02/24	AP	07/06/23	0000000	BAKER & TAYLOR BOOKS	1,087.90		07/27/23
						YOUTH BOOKS			
11		02/24	AP	07/05/23	0000000	BAKER & TAYLOR BOOKS	282.50		07/27/23
						YOUTH BOOKS			
11		02/24	AP	07/03/23	0000000	BAKER & TAYLOR BOOKS	66.48		07/27/23
						YOUTH BOOKS			
						ACCOUNT TOTAL	3,979.52	.00	3,979.52
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS									
2141		12/23	AP	06/26/23	0000000	BAKER & TAYLOR BOOKS	37.99		07/27/23
						LARGE PRINT BOOKS			
12		02/24	AP	07/13/23	0000000	BAKER & TAYLOR BOOKS	136.35		07/27/23
						LARGE PRINT BOOKS			
11		02/24	AP	07/05/23	0000000	BAKER & TAYLOR BOOKS	66.49		07/27/23
						LARGE PRINT BOOKS			
11		02/24	AP	07/01/23	0000000	CENTER POINT LARGE PRINT	49.14		07/27/23
						LARGE PRINT BOOKS			
						ACCOUNT TOTAL	289.97	.00	289.97
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
2141		12/23	AP	06/28/23	0000000	PLAYAWAY PRODUCTS	172.47		07/27/23
						ADULT PLAYAWAY AUDIO			
2141		12/23	AP	06/22/23	0000000	BAKER & TAYLOR BOOKS	24.74		07/27/23
						ADULT CD BOOKS			
12		02/24	AP	07/14/23	0000000	BAKER & TAYLOR ENTERTAINMENT	11.88		07/27/23
						ADULT CD MUSIC			
12		02/24	AP	07/13/23	0000000	BAKER & TAYLOR BOOKS	46.74		07/27/23
						ADULT CD BOOKS			
12		02/24	AP	07/11/23	0000000	PLAYAWAY PRODUCTS	134.98		07/27/23
						ADULT PLAYAWAYS			
11		02/24	AP	07/07/23	0000000	BAKER & TAYLOR ENTERTAINMENT	113.72		07/27/23
						ADULT CD MUSIC			
						ACCOUNT TOTAL	504.53	.00	504.53
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
2141		12/23	AP	06/23/23	0000000	BAKER & TAYLOR ENTERTAINMENT	38.48		07/27/23
						ADULT VIDEOS			
12		02/24	AP	07/14/23	0000000	BAKER & TAYLOR ENTERTAINMENT	71.37		07/27/23
						ADULT VIDEOS			
11		02/24	AP	07/07/23	0000000	BAKER & TAYLOR ENTERTAINMENT	337.10		07/27/23
						ADULT VIDEOS			

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FUND 101 GENERAL FUND								
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO						continued		
11		02/24	AP	07/03/23	0000000 BAKER & TAYLOR ENTERTAINMENT ADULT VIDEOS	16.79		07/27/23
ACCOUNT TOTAL						463.74	.00	463.74
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES								
2142		12/23	AP	06/01/23	0000000 JO-ANN STORES, LLC	1,500.00		07/27/23
11		02/24	AP	07/01/23	0000000 CREATIVEBUG FY23 RENEWAL 06/23-05/24 PROQUEST, LLC	3,198.15		07/27/23
11		02/24	AP	07/01/23	0000000 NEWSPAPERS.COM-IOWA SUB. 07/01/23-06/30/24 PROQUEST, LLC	1,183.02		07/27/23
11		02/24	AP	07/01/23	0000000 AF AM HERITAGE DATABASE 07/01/23-06/30/24 PROQUEST, LLC	1,579.66		07/27/23
11		02/24	AP	07/01/23	0000000 ANCESTRY LIBRARY EDITION 07/01/23-06/30/24 PROQUEST, LLC	966.25		07/27/23
11		02/24	AP	07/01/23	0000000 HERITAGE QUEST ONLINE 07/01/23-06/30/24			
ACCOUNT TOTAL						8,427.08	.00	8,427.08
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO								
2141		12/23	AP	06/26/23	0000000 BAKER & TAYLOR BOOKS	38.49		07/27/23
12		02/24	AP	07/17/23	0000000 YOUTH CD BOOKS BAKER & TAYLOR BOOKS	20.34		07/27/23
12		02/24	AP	07/17/23	0000000 YOUTH CD BOOKS PLAYAWAY PRODUCTS	453.66		07/27/23
ACCOUNT TOTAL						512.49	.00	512.49
101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO								
2141		12/23	AP	06/22/23	0000000 BAKER & TAYLOR ENTERTAINMENT	289.70		07/27/23
11		02/24	AP	07/07/23	0000000 YOUNG ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	62.98		07/27/23
ACCOUNT TOTAL						352.68	.00	352.68
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS								
2141		12/23	AP	06/30/23	0000000 ADULT E-BOOKS OVERDRIVE, INC.	131.94		07/27/23
2141		12/23	AP	06/29/23	0000000 ADULT E-BOOKS OVERDRIVE, INC.	310.44		07/27/23
2141		12/23	AP	06/29/23	0000000 ADULT E-BOOKS OVERDRIVE, INC.	737.00		07/27/23
2141		12/23	AP	06/24/23	0000000 ADULT AUDIO BOOKS OVERDRIVE, INC.	251.48		07/27/23

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FUND 101 GENERAL FUND									
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS						continued			
2141				12/23 AP 06/24/23	0000000	ADULT E-BOOKS OVERDRIVE, INC.	235.65		07/27/23
12				02/24 AP 07/18/23	0000000	ADULT AUDIO BOOKS OVERDRIVE, INC.	418.59		07/27/23
12				02/24 AP 07/18/23	0000000	ADULT E-BOOKS OVERDRIVE, INC.	231.25		07/27/23
12				02/24 AP 07/12/23	0000000	ADULT AUDIO BOOKS OVERDRIVE, INC.	218.85		07/27/23
12				02/24 AP 07/12/23	0000000	ADULT E-BOOKS OVERDRIVE, INC.	192.06		07/27/23
11				02/24 AP 07/11/23	0000000	ADULT AUDIO BOOKS OVERDRIVE, INC.	27.95		07/27/23
12				02/24 AP 07/09/23	0000000	ADULT E-BOOKS LIBRARY IDEAS, LLC	8,997.00		07/27/23
11				02/24 AP 07/07/23	0000000	FREGAL MUSIC & STREAMING SUB 7/9/23-7/8/24 OVERDRIVE, INC.	34.37		07/27/23
11				02/24 AP 07/03/23	0000000	ADULT E-BOOKS OVERDRIVE, INC.	54.58		07/27/23
11				02/24 AP 07/02/23	0000000	ADULT E-BOOKS OVERDRIVE, INC.	189.99		07/27/23
11				02/24 AP 07/02/23	0000000	ADULT E-BOOKS OVERDRIVE, INC.	49.95		07/27/23
11				02/24 AP 07/01/23	0000000	ADULT AUDIO BOOKS OVERDRIVE, INC.	82.48		07/27/23
11				02/24 AP 07/01/23	0000000	ADULT E-BOOKS OVERDRIVE, INC.	82.37		07/27/23
						ADULT AUDIO BOOKS			
						ACCOUNT TOTAL	12,245.95	.00	12,245.95
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS									
12				02/24 AP 08/01/23	0000000	TUMBLEWEED PRESS INC SUB 2 TUMBLE LIB. PREMIUM 08/10/23-08/10/24	799.00		07/27/23
12				02/24 AP 07/12/23	0000000	OVERDRIVE, INC.	553.13		07/27/23
12				02/24 AP 07/12/23	0000000	YOUTH E-BOOKS OVERDRIVE, INC.	527.02		07/27/23
						YOUTH AUDIO BOOKS			
						ACCOUNT TOTAL	1,879.15	.00	1,879.15
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES									
111				01/24 AP 07/26/23	0398949	BLACK HAWK CO.RECORDER RCD:WATER SRV.TERR.AGRMT. IRUA	62.00		07/28/23
						ACCOUNT TOTAL	62.00	.00	62.00

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FUND 101 GENERAL FUND										
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY				
2233		12/23	AP	07/03/23	0006973	PROFESSIONAL SOLUTIONS	167.40		07/27/23	
						JUNE CREDIT CARD FEES				
111		01/24	AP	07/20/23	0398950	CEDAR FALLS UTILITIES	137.66		07/28/23	
						UTILITIES THRU 07/20/23				
						ACCOUNT TOTAL	305.06	.00	305.06	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
46		01/24	AP	07/10/23	0398907	CEDAR FALLS MUNICIPAL BAND	158.77		07/12/23	
						PROPERTY TAX PAYMENT				
						ACCOUNT TOTAL	158.77	.00	158.77	
101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
2233		12/23	AP	07/03/23	0006977	PROFESSIONAL SOLUTIONS	1,082.95		07/27/23	
						JUNE CREDIT CARD FEES				
2233		12/23	AP	07/03/23	0006978	PROFESSIONAL SOLUTIONS	524.00		07/27/23	
						JUNE CREDIT CARD FEES				
						ACCOUNT TOTAL	1,606.95	.00	1,606.95	
101-2245-442.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2233		12/23	AP	07/13/23	0006967	ISOLVED BENEFIT SERVICES, INC	93.42		07/27/23	
						HEALTH INS. REIMBURSEMENT				
2233		12/23	AP	07/13/23	0006967	ISOLVED BENEFIT SERVICES, INC	17.70		07/27/23	
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	111.12	.00	111.12	
101-2253-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
2233		12/23	AP	07/13/23	0006967	ISOLVED BENEFIT SERVICES, INC	16.78		07/27/23	
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	16.78	.00	16.78	
101-2253-423.85-01 UTILITIES / UTILITIES										
111		01/24	AP	07/20/23	0398950	CEDAR FALLS UTILITIES	5,812.86		07/28/23	
						UTILITIES THRU 07/20/23				
						ACCOUNT TOTAL	5,812.86	.00	5,812.86	
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES										
111		01/24	AP	07/20/23	0398950	CEDAR FALLS UTILITIES	22,095.28		07/28/23	

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FUND 101 GENERAL FUND										
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES						continued				
UTILITIES THRU 07/20/23										
ACCOUNT TOTAL							22,095.28	.00	22,095.28	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
2232				12/23	AP 07/09/23 0398924	TINA GATLING	49.00			07/12/23
REFUND-POOL ADMISSION										
81				01/24	AP 07/19/23 0398939	YESSICA RICHARDSON	75.00			07/20/23
REFUND-SHELTER DEPOSIT										
81				01/24	AP 07/19/23 0398936	LUZ PEREZ	75.00			07/20/23
REFUND-SHELTER DEPOSIT										
81				01/24	AP 07/18/23 0398935	KORRIE CHRISTENSEN	102.00			07/20/23
REFUND-TRIPLE CHARGED										
54				01/24	AP 07/12/23 0398925	BONNIE TOZER	75.00			07/14/23
REFUND-SHELTER DEPOSIT										
54				01/24	AP 07/12/23 0398927	ERICA RATH	75.00			07/14/23
REFUND-SHELTER DEPOSIT										
ACCOUNT TOTAL							451.00	.00	451.00	
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
2233				12/23	AP 07/03/23 0006980	PROFESSIONAL SOLUTIONS	931.15			07/27/23
JUNE CREDIT CARD FEES										
2233				12/23	AP 07/03/23 0006981	PROFESSIONAL SOLUTIONS	1,653.07			07/27/23
JUNE CREDIT CARD FEES										
2233				12/23	AP 07/03/23 0006983	PROFESSIONAL SOLUTIONS	2,470.64			07/27/23
JUNE CREDIT CARD FEES										
2233				12/23	AP 07/03/23 0006974	PROFESSIONAL SOLUTIONS	1,674.78			07/27/23
JUNE CREDIT CARD FEES										
ACCOUNT TOTAL							6,729.64	.00	6,729.64	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
46				01/24	AP 06/29/23 0398923	STUELKE, KALEN	250.00			07/12/23
YOUTH SUMMER CAMP INSTR.										
ACCOUNT TOTAL							250.00	.00	250.00	
101-2280-423.85-01 UTILITIES / UTILITIES										
111				01/24	AP 07/20/23 0398950	CEDAR FALLS UTILITIES	688.99			07/28/23
UTILITIES THRU 07/20/23										
ACCOUNT TOTAL							688.99	.00	688.99	

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FUND 101 GENERAL FUND									
101-2280-423		89-15			MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
2233		12/23	AP	07/03/23	0006975 PROFESSIONAL SOLUTIONS	236.14		07/27/23	
					JUNE CREDIT CARD FEES				
2233		12/23	AP	07/03/23	0006974 PROFESSIONAL SOLUTIONS	4.66		07/27/23	
					JUNE CREDIT CARD FEES				
					ACCOUNT TOTAL	240.80	.00	240.80	
101-4511-414.72-23 OPERATING SUPPLIES / RADIO & MDC FEES									
81		01/24	AP	03/29/23	0398931 EMERGENCY SERVICES MARKETING	810.00		07/20/23	
					SUBSCRIPTION FEE-DISPATCH 4/15/23-4/14/24-#142902				
					ACCOUNT TOTAL	810.00	.00	810.00	
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
90		01/24	AP	07/19/23	0398942 BOSTWICK, JOHN	16.64		07/24/23	
					RMB:MILEAGE-DEPO PREP				
					ACCOUNT TOTAL	16.64	.00	16.64	
101-4511-414.85-01 UTILITIES / UTILITIES									
2238		12/23	AP	06/20/23	0398926 CEDAR FALLS UTILITIES	4,508.50		07/14/23	
					UTILITIES THRU 06/20/23				
111		01/24	AP	07/20/23	0398950 CEDAR FALLS UTILITIES	5.25		07/28/23	
					UTILITIES THRU 07/20/23				
					ACCOUNT TOTAL	4,513.75	.00	4,513.75	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
2238		12/23	AP	06/15/23	0398928 ZOLONDEK, JOHN	241.38		07/14/23	
					RMB:UNIF.ALLOW-DRESS UNIF UNIFORM TACTICAL SUPPLY				
					ACCOUNT TOTAL	241.38	.00	241.38	
101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2233		12/23	AP	07/13/23	0006967 ISOLVED BENEFIT SERVICES, INC	525.11		07/27/23	
					HEALTH INS. REIMBURSEMENT				
					ACCOUNT TOTAL	525.11	.00	525.11	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2233		12/23	AP	07/03/23	0006972 PROFESSIONAL SOLUTIONS	106.39		07/27/23	
					JUNE CREDIT CARD FEES				
2238		12/23	AP	06/20/23	0398926 CEDAR FALLS UTILITIES	171.57		07/14/23	

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FUND 101 GENERAL FUND										
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
111				01/24 AP 07/20/23	0398950	UTILITIES THRU 06/20/23 CEDAR FALLS UTILITIES	81.89			07/28/23
ACCOUNT TOTAL							359.85	.00	359.85	
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT										
111				01/24 AP 07/10/23	0398954	U.S. CELLULAR COVERT CAMERA CELL PLAN 07/09-08/08/23	94.32			07/28/23
ACCOUNT TOTAL							94.32	.00	94.32	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
2232				12/23 AP 06/28/23	0398916	MANTERNACH, KYLE RMB:OPT.EQUIP.-FLASHLIGHT FLEET FARM	94.31			07/12/23
2232				12/23 AP 06/09/23	0398915	MADSEN, BRANDEN RMB:OPT.EQUIP.-MULTI-TOOL GOVX.COM	72.65			07/12/23
ACCOUNT TOTAL							166.96	.00	166.96	
101-5521-415.72-22 OPERATING SUPPLIES / CANINE PROGRAM										
81				01/24 AP 07/17/23	0398938	TREE TOWN KENNELS LLC DWN.PMT-K9 HANDLER COURSE	6,750.00			07/20/23
ACCOUNT TOTAL							6,750.00	.00	6,750.00	
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM										
2232				12/23 AP 06/12/23	0398905	BURG, ADAM RMB:OPT.EQUIP.-TACO POUCH HIGH SPEED GEAR	145.39			07/12/23
ACCOUNT TOTAL							145.39	.00	145.39	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2252				12/23 AP 07/19/23	0398940	ZIKUDA, HANNA RMB:TRVL-FEMALE ENFORCERS DES MOINES	282.28			07/20/23
ACCOUNT TOTAL							282.28	.00	282.28	
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY										
111				01/24 AP 07/28/23	0398953	TAYLOR, TODD RMB:MEALS-AUG.-CR ACADEMY PER DIEM	285.00			07/28/23
ACCOUNT TOTAL							285.00	.00	285.00	

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FUND 101 GENERAL FUND									
101-5521-415.85-01					UTILITIES / UTILITIES				
2238		12/23 AP		06/20/23	0398926 CEDAR FALLS UTILITIES	3,280.44		07/14/23	
					UTILITIES THRU 06/20/23				
					ACCOUNT TOTAL	3,280.44	.00	3,280.44	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS									
2238		12/23 AP		06/20/23	0398926 CEDAR FALLS UTILITIES	115.68		07/14/23	
					UTILITIES THRU 06/20/23				
					ACCOUNT TOTAL	115.68	.00	115.68	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
2232		12/23 AP		06/26/23	0398914 LADAGE, ZACH	65.46		07/12/23	
					RMB:UNIFORM ALLOWANCE SCHEELS				
2232		12/23 AP		06/26/23	0398912 HOEFT, MORGAN	149.80		07/12/23	
					RMB:UNIFORM ALLOWANCE 5.11 TACTICAL				
2232		12/23 AP		06/25/23	0398903 BECKNER, MARTIN	111.99		07/12/23	
					RMB:UNIFORM ALLOWANCE GALLS				
2232		12/23 AP		06/24/23	0398910 FEY, THOMAS	139.98		07/12/23	
					RMB:UNIFORM ALLOWANCE FIRST TACTICAL				
2232		12/23 AP		06/23/23	0398922 SHAFER, SAM	41.92		07/12/23	
					RMB:UNIFORM ALLOWANCE TARGET				
2232		12/23 AP		06/23/23	0398920 SCHMIDT, LUCAS	24.91		07/12/23	
					RMB:UNIFORM ALLOWANCE TARGET				
2232		12/23 AP		06/23/23	0398904 BELLIS, RYAN	28.34		07/12/23	
					RMB:UNIFORM ALLOWANCE TARGET				
2232		12/23 AP		06/23/23	0398904 BELLIS, RYAN	41.70		07/12/23	
					RMB:UNIFORM ALLOWANCE ROSS DRESS FOR LESS				
2232		12/23 AP		06/21/23	0398918 REA, KARI	183.71		07/12/23	
					RMB:UNIFORM ALLOWANCE 5.11 TACTICAL				
2232		12/23 AP		06/18/23	0398921 SCHWAN, KENDALL	98.42		07/12/23	
					RMB:UNIFORM ALLOWANCE SCHEELS				
2232		12/23 AP		06/17/23	0398910 FEY, THOMAS	20.86		07/12/23	
					RMB:UNIFORM ALLOWANCE UNDERARMOUR.COM				
2232		12/23 AP		06/17/23	0398910 FEY, THOMAS	161.00		07/12/23	
					RMB:UNIFORM ALLOWANCE VIKTOS				
2232		12/23 AP		06/17/23	0398910 FEY, THOMAS	144.45		07/12/23	
					RMB:UNIFORM ALLOWANCE DANNER				
2232		12/23 AP		06/15/23	0398917 PUTNEY, TYLER	152.48		07/12/23	
					RMB:UNIFORM ALLOWANCE DANNER				
2232		12/23 AP		06/09/23	0398915 MADSEN, BRANDEN	309.46		07/12/23	
					RMB:UNIFORM ALLOWANCE GALLS				
2232		12/23 AP		05/22/23	0398913 JENSEN, CARSON	120.00		07/12/23	
					RMB:UNIFORM ALLOWANCE VIKTOS				
90		01/24 AP		07/19/23	0398944 LADAGE, ZACH	69.55		07/24/23	
					RMB:UNIFORM ALLOWANCE MEN'S WEARHOUSE				
90		01/24 AP		07/12/23	0398946 ZIKUDA, HANNA	64.20		07/24/23	

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FUND 101 GENERAL FUND									
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE			continued
						RMB:UNIFORM ALLOWANCE			
90		01/24 AP		07/09/23	0398941	BELZ, MATTHEW	130.52		07/24/23
						UNIFORM ALLOWANCE			
90		01/24 AP		07/06/23	0398945	MARCOTTE, MIKE	117.65		07/24/23
						UNIFORM ALLOWANCE			
90		01/24 AP		07/06/23	0398943	HOWARD, MARK A.	63.92		07/24/23
						UNIFORM ALLOWANCE			
						AMAZON.COM			
						ACCOUNT TOTAL	2,240.32	.00	2,240.32
101-6613-433.85-01 UTILITIES / UTILITIES									
2238		12/23 AP		06/20/23	0398926	CEDAR FALLS UTILITIES	165.07		07/14/23
						UTILITIES THRU 06/20/23			
111		01/24 AP		07/20/23	0398950	CEDAR FALLS UTILITIES	334.34		07/28/23
						UTILITIES THRU 07/20/23			
						ACCOUNT TOTAL	499.41	.00	499.41
101-6616-446.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2233		12/23 AP		07/13/23	0006967	ISOLVED BENEFIT SERVICES, INC	65.00		07/27/23
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	65.00	.00	65.00
101-6616-446.85-01 UTILITIES / UTILITIES									
2238		12/23 AP		06/20/23	0398926	CEDAR FALLS UTILITIES	1,330.85		07/14/23
						UTILITIES THRU 06/20/23			
111		01/24 AP		07/20/23	0398950	CEDAR FALLS UTILITIES	3,294.99		07/28/23
						UTILITIES THRU 07/20/23			
						ACCOUNT TOTAL	4,625.84	.00	4,625.84
101-6623-423.85-01 UTILITIES / UTILITIES									
2238		12/23 AP		06/20/23	0398926	CEDAR FALLS UTILITIES	530.99		07/14/23
						UTILITIES THRU 06/20/23			
111		01/24 AP		07/20/23	0398950	CEDAR FALLS UTILITIES	319.25		07/28/23
						UTILITIES THRU 07/20/23			
						ACCOUNT TOTAL	850.24	.00	850.24
101-6625-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2233		12/23 AP		07/13/23	0006967	ISOLVED BENEFIT SERVICES, INC	10.70		07/27/23
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	10.70	.00	10.70

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FUND 101 GENERAL FUND								
101-6625-432.81-44					PROFESSIONAL SERVICES / USGS RIVER GAUGE			
2232				12/23 AP 07/01/23 0398908	CENTURYLINK	62.79		07/12/23
					CEDAR RIVER GAUGE-JUN'23			
2240				12/23 AP 06/01/23 0398772	CENTURYLINK		62.77	07/14/23
					DESCRIPTION CORRECTION			
2240				12/23 AP 06/01/23 0398772	CENTURYLINK	62.77		07/14/23
					CEDAR RIVER GAUGE-JUN'23			
2240				12/23 AP 06/01/23 0398619	CENTURYLINK		62.77	07/14/23
					DESCRIPTION CORRECTION			
2240				12/23 AP 05/01/23 0398619	CENTURYLINK		62.77	07/14/23
					CEDAR RIVER GAUGE-APR'23			
2240				12/23 AP 05/01/23 0398619	CENTURYLINK		62.77	07/14/23
					DESCRIPTION CORRECTION			
2240				12/23 AP 05/01/23 0398619	CENTURYLINK	62.77		07/14/23
					CEDAR RIVER GAUGE-APR'23			
2240				12/23 AP 04/01/23 0398619	CENTURYLINK	62.77		07/14/23
					CEDAR RIVER GAUGE-MAR'23			
2240				12/23 AP 03/01/23 0398390	CENTURYLINK		63.13	07/14/23
					DESCRIPTION CORRECTION			
2240				12/23 AP 03/01/23 0398390	CENTURYLINK	63.13		07/14/23
					CEDAR RIVER GAUGE-MAR'23			
2240				12/23 AP 02/01/23 0398274	CENTURYLINK		63.13	07/14/23
					DESCRIPTION CORRECTION			
2240				12/23 AP 02/01/23 0398274	CENTURYLINK	63.13		07/14/23
					CEDAR RIVER GAUGE-FEB'23			
2240				12/23 AP 01/01/23 0398132	CENTURYLINK		63.13	07/14/23
					DESCRIPTION CORRECTION			
2240				12/23 AP 01/01/23 0398132	CENTURYLINK	63.13		07/14/23
					CEDAR RIVER GAUGE-DEC'23			
					ACCOUNT TOTAL	440.49	377.70	62.79
101-6633-423.85-01 UTILITIES / UTILITIES								
2238				12/23 AP 06/20/23 0398926	CEDAR FALLS UTILITIES	1,905.70		07/14/23
					UTILITIES THRU 06/20/23			
111				01/24 AP 07/20/23 0398950	CEDAR FALLS UTILITIES	1,500.19		07/28/23
					UTILITIES THRU 07/20/23			
					ACCOUNT TOTAL	3,405.89	.00	3,405.89
					FUND TOTAL	149,921.47	377.70	149,543.77
FUND 203 TAX INCREMENT FINANCING								
203-0000-487.50-05					TRANSFERS OUT / TRANSFERS - TIF			
46				01/24 AP 07/10/23 0398909	DEBT SERVICE	53.51		07/12/23
					PROPERTY TAX PAYMENT			
46				01/24 AP 07/10/23 0398906	CAPITAL PROJECTS FUND	26,164.27		07/12/23
					PROPERTY TAX PAYMENT			
46				01/24 AP 07/10/23 0398906	CAPITAL PROJECTS FUND	3,420.09		07/12/23

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FUND 203 TAX INCREMENT FINANCING									
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF continued									
PROPERTY TAX PAYMENT									
ACCOUNT TOTAL						29,637.87	.00	29,637.87	
FUND TOTAL						29,637.87	.00	29,637.87	
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT									
2233		12/23	AP	07/13/23	0006967 ISOLVED BENEFIT SERVICES, INC	21.18		07/27/23	
HEALTH INS. REIMBURSEMENT									
2233		12/23	AP	07/13/23	0006967 ISOLVED BENEFIT SERVICES, INC	60.00		07/27/23	
HEALTH INS. REIMBURSEMENT									
ACCOUNT TOTAL						81.18	.00	81.18	
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL									
111		01/24	AP	07/20/23	0398950 CEDAR FALLS UTILITIES	161.55		07/28/23	
UTILITIES THRU 07/20/23									
ACCOUNT TOTAL						161.55	.00	161.55	
206-6637-436.85-01 UTILITIES / UTILITIES									
2238		12/23	AP	06/20/23	0398926 CEDAR FALLS UTILITIES	1,873.39		07/14/23	
UTILITIES THRU 06/20/23									
111		01/24	AP	07/20/23	0398950 CEDAR FALLS UTILITIES	49.25		07/28/23	
UTILITIES THRU 07/20/23									
ACCOUNT TOTAL						1,922.64	.00	1,922.64	
206-6647-436.85-01 UTILITIES / UTILITIES									
2238		12/23	AP	06/20/23	0398926 CEDAR FALLS UTILITIES	2,918.74		07/14/23	
UTILITIES THRU 06/20/23									
111		01/24	AP	07/20/23	0398950 CEDAR FALLS UTILITIES	774.07		07/28/23	
UTILITIES THRU 07/20/23									
ACCOUNT TOTAL						3,692.81	.00	3,692.81	
FUND TOTAL						5,858.18	.00	5,858.18	

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FUND 215 HOSPITAL FUND								
FUND 216 POLICE BLOCK GRANT FUND								
FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
2233		12/23	AP	07/24/23	0006957 DEPT. OF HEALTH & HUMAN SERVI	1,949.00		07/27/23
					IA113-INT.EARNED RNP FY23			
2271		12/23	AP	07/24/23	0006957 DEPT. OF HEALTH & HUMAN SERVI		1,949.00	07/31/23
					ACCOUNT CORRECTION IA113-INT.EARNED RNP FY23			
ACCOUNT TOTAL						1,949.00	1,949.00	.00
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED								
126		02/24	AP	08/01/23	0039561 BAUCH, JAMES C	460.00		07/31/23
					HAP_Lewis H 082023			
126		02/24	AP	08/01/23	0039609 RINNELS, DOUGLAS G.	282.00		07/31/23
					HAP_Wierck L 082023			
126		02/24	AP	08/01/23	0039569 CHESTNUT, SHAWN	522.00		07/31/23
					HAP_Chestnut N 082023			
126		02/24	AP	08/01/23	0039577 EXCEPTIONAL PERSONS,INC.	403.00		07/31/23
					HAP_Blake M 082023			
126		02/24	AP	08/01/23	0039577 EXCEPTIONAL PERSONS,INC.	105.00		07/31/23
					HAP_Houdek C 082023			
126		02/24	AP	08/01/23	0039577 EXCEPTIONAL PERSONS,INC.	290.00		07/31/23
					HAP_Poldberg J 082023			
126		02/24	AP	08/01/23	0039577 EXCEPTIONAL PERSONS,INC.	354.00		07/31/23
					HAP_Nissen A 082023			
126		02/24	AP	08/01/23	0039577 EXCEPTIONAL PERSONS,INC.	396.00		07/31/23
					HAP_Myers J 082023			
126		02/24	AP	08/01/23	0039577 EXCEPTIONAL PERSONS,INC.	424.00		07/31/23
					HAP_Anderson B 082023			
126		02/24	AP	08/01/23	0039583 GOLD FALLS VILLA	455.00		07/31/23
					HAP_Shuman J 082023			
126		02/24	AP	08/01/23	0039583 GOLD FALLS VILLA	422.00		07/31/23
					HAP_Redmond D 082023			
126		02/24	AP	08/01/23	0039581 GEELAN, JOSEPH N.	349.00		07/31/23
					HAP_Becker T 082023			
126		02/24	AP	08/01/23	0039581 GEELAN, JOSEPH N.	361.00		07/31/23
					HAP_Juhl A 082023			
126		02/24	AP	08/01/23	0039585 GRAY, LEROY L. OR CAROLYN K.	800.00		07/31/23
					HAP_Mullins J 082023			
126		02/24	AP	08/01/23	0039559 BARTELT PROPERTIES L.C.	1,055.00		07/31/23
					HAP_Avino G 082023			
126		02/24	AP	08/01/23	0039559 BARTELT PROPERTIES L.C.	550.00		07/31/23
					HAP_Luck L 082023			
126		02/24	AP	08/01/23	0039559 BARTELT PROPERTIES L.C.	473.00		07/31/23
					HAP_Woodward C 082023			
126		02/24	AP	08/01/23	0039618 VALDIVIA, OSCAR J.	1,049.00		07/31/23
					HAP_Davis C 082023			
126		02/24	AP	08/01/23	0039622 WILKEN PROPERTIES, LLC	727.00		07/31/23
					HAP_Barfels K 082023			

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
126		02/24 AP		08/01/23	0039607	PURDY PROPERTIES, LLC	932.00			07/31/23
		HAP Cummings A 082023								
126		02/24 AP		08/01/23	0039562	BETH N BROS LLC	808.00			07/31/23
		HAP Beaman D 082023								
126		02/24 AP		08/01/23	0039573	D & J PROPERTIES	550.00			07/31/23
		HAP Grant F 082023								
126		02/24 AP		08/01/23	0039573	D & J PROPERTIES	705.00			07/31/23
		HAP Sumerall T 082023								
126		02/24 AP		08/01/23	0039573	D & J PROPERTIES	1,300.00			07/31/23
		HAP Terry M 082023								
126		02/24 AP		08/01/23	0039573	D & J PROPERTIES	639.00			07/31/23
		HAP Redd S 082023								
126		02/24 AP		08/01/23	0039573	D & J PROPERTIES	325.00			07/31/23
		HAP Rogers S 082023								
126		02/24 AP		08/01/23	0039612	STANDARD FAMILY ASSIST.LIVING	273.00			07/31/23
		HAP Refshaug T 082023								
126		02/24 AP		08/01/23	0039566	CEDAR APARTMENTS LLC	110.00			07/31/23
		HAP Becerra C 082023								
126		02/24 AP		08/01/23	0039566	CEDAR APARTMENTS LLC	273.00			07/31/23
		HAP Groskurth D 082023								
126		02/24 AP		08/01/23	0039579	FIRM FOUNDATION REAL ESTATE L	860.00			07/31/23
		HAP Brown D 082023								
126		02/24 AP		08/01/23	0039614	SWEETING, LARRY	858.00			07/31/23
		HAP Schumacher D 082023								
126		02/24 AP		08/01/23	0039571	CITY OF CARLSBAD	3,748.00			07/31/23
		HAP Levry S 082023								
126		02/24 AP		08/01/23	0039590	HUNNY HOMES, LLC	800.00			07/31/23
		HAP Prior D 082023								
126		02/24 AP		08/01/23	0039590	HUNNY HOMES, LLC	722.00			07/31/23
		HAP Lange S 082023								
126		02/24 AP		08/01/23	0039590	HUNNY HOMES, LLC	671.00			07/31/23
		HAP Meyer N 082023								
126		02/24 AP		08/01/23	0039591	IACE LINCOLN MHP LLC	308.00			07/31/23
		HAP Cochran S 082023								
126		02/24 AP		08/01/23	0039591	IACE LINCOLN MHP LLC	595.00			07/31/23
		HAP Rule S 082023								
126		02/24 AP		08/01/23	0039591	IACE LINCOLN MHP LLC	464.00			07/31/23
		HAP Wilder S 082023								
126		02/24 AP		08/01/23	0039591	IACE LINCOLN MHP LLC	323.00			07/31/23
		HAP Jones T 082023								
126		02/24 AP		08/01/23	0039621	WASSERFORT, JOAN K.	1,022.00			07/31/23
		HAP Vasquez A 082023								
126		02/24 AP		08/01/23	0039617	THUNDER RIDGE SR.APARTMENTS L	426.00			07/31/23
		HAP Wright S 082023								
126		02/24 AP		08/01/23	0039617	THUNDER RIDGE SR.APARTMENTS L	525.00			07/31/23
		HAP Graves D 082023								
126		02/24 AP		08/01/23	0039617	THUNDER RIDGE SR.APARTMENTS L	182.00			07/31/23
		HAP Ford M 082023								
126		02/24 AP		08/01/23	0039617	THUNDER RIDGE SR.APARTMENTS L	518.00			07/31/23

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS_ASSIST PMTS-OCCUPIED										
						continued				
126				02/24 AP 08/01/23	0039617	HAP_Henning S 082023 THUNDER RIDGE SR.APARTMENTS L	391.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Mackie N 082023 THUNDER RIDGE SR.APARTMENTS L	483.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Strickland L 082023 THUNDER RIDGE SR.APARTMENTS L	262.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Martin H 082023 THUNDER RIDGE SR.APARTMENTS L	196.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Wright S 082023 THUNDER RIDGE SR.APARTMENTS L	238.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Matthias L 082023 THUNDER RIDGE SR.APARTMENTS L	473.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Lebahn B 082023 THUNDER RIDGE SR.APARTMENTS L	455.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Stegen R 082023 THUNDER RIDGE SR.APARTMENTS L	220.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Stock M 082023 THUNDER RIDGE SR.APARTMENTS L	342.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Wray M 082023 THUNDER RIDGE SR.APARTMENTS L	487.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Greene L 082023 THUNDER RIDGE SR.APARTMENTS L	544.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Howe J 082023 THUNDER RIDGE SR.APARTMENTS L	445.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Hayden J 082023 THUNDER RIDGE SR.APARTMENTS L	31.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Lenz J 082023 THUNDER RIDGE SR.APARTMENTS L	385.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Shelton S 082023 THUNDER RIDGE SR.APARTMENTS L	133.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Brown J 082023 THUNDER RIDGE SR.APARTMENTS L	191.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Garvis C 082023 THUNDER RIDGE SR.APARTMENTS L	407.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Lewis C 082023 THUNDER RIDGE SR.APARTMENTS L	136.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Friedrich D 082023 THUNDER RIDGE SR.APARTMENTS L	423.00			07/31/23
126				02/24 AP 08/01/23	0039617	HAP_Huenefeld D 082023 THUNDER RIDGE SR.APARTMENTS L	118.00			07/31/23
126				02/24 AP 08/01/23	0039619	HAP_Voy M 082023 VILLAGE I AT NINE23 APARTMENT	374.00			07/31/23
126				02/24 AP 08/01/23	0039619	HAP_Cameron J 082023 VILLAGE I AT NINE23 APARTMENT	435.00			07/31/23
126				02/24 AP 08/01/23	0039619	HAP_Clark T 082023 VILLAGE I AT NINE23 APARTMENT	461.00			07/31/23
126				02/24 AP 08/01/23	0039619	HAP_Moore D 082023 VILLAGE I AT NINE23 APARTMENT	338.00			07/31/23
				02/24 AP 08/01/23	082023	HAP_Greene D 082023				

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED					continued				
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	220.00		07/31/23	
		HAP_Bradley J 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	217.00		07/31/23	
		HAP_Porter J 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	171.00		07/31/23	
		HAP_Dixon S 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	240.00		07/31/23	
		HAP_Aswegan J 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	215.00		07/31/23	
		HAP_Havlik C 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	427.00		07/31/23	
		HAP_Temple S 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	540.00		07/31/23	
		HAP_Henderson D 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	492.00		07/31/23	
		HAP_Smith T 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	201.00		07/31/23	
		HAP_Vaughn S 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	438.00		07/31/23	
		HAP_Redd A 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	494.00		07/31/23	
		HAP_Nelson B 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	165.00		07/31/23	
		HAP_Dieken A 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	251.00		07/31/23	
		HAP_Ford D 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	417.00		07/31/23	
		HAP_Swartley J 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	384.00		07/31/23	
		HAP_Gordon Jr. T 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	533.00		07/31/23	
		HAP_Ducharme T 082023							
126		02/24	AP	08/01/23	0039619 VILLAGE I AT NINE23 APARTMENT	533.00		07/31/23	
		HAP_Prior L 082023							
126		02/24	AP	08/01/23	0039567 CEDAR FALLS UTILITIES-SEC.8	78.00		07/31/23	
		BALM 4535924167							
126		02/24	AP	08/01/23	0039567 CEDAR FALLS UTILITIES-SEC.8	21.00		07/31/23	
		Guzzle 7174748062							
126		02/24	AP	08/01/23	0039567 CEDAR FALLS UTILITIES-SEC.8	43.00		07/31/23	
		Jurries 7681775462							
126		02/24	AP	08/01/23	0039567 CEDAR FALLS UTILITIES-SEC.8	123.00		07/31/23	
		Barnes 7598128389							
126		02/24	AP	08/01/23	0039567 CEDAR FALLS UTILITIES-SEC.8	75.00		07/31/23	
		Clinton 4729040291							
126		02/24	AP	08/01/23	0039567 CEDAR FALLS UTILITIES-SEC.8	77.00		07/31/23	
		Willis 3757004386							
126		02/24	AP	08/01/23	0039567 CEDAR FALLS UTILITIES-SEC.8	72.00		07/31/23	
		Mullins 9837918987							
126		02/24	AP	08/01/23	0039567 CEDAR FALLS UTILITIES-SEC.8	119.00		07/31/23	

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
						Prior 5694286669				
126		02/24 AP		08/01/23	0039567	CEDAR FALLS UTILITIES-SEC.8	83.00			07/31/23
						Brown 4106183471				
126		02/24 AP		08/01/23	0039567	CEDAR FALLS UTILITIES-SEC.8	21.00			07/31/23
						Davis 1373345676				
126		02/24 AP		08/01/23	0039567	CEDAR FALLS UTILITIES-SEC.8	160.00			07/31/23
						Bracelly 9823574708				
126		02/24 AP		08/01/23	0039567	CEDAR FALLS UTILITIES-SEC.8	38.00			07/31/23
						Terry 3637922939				
126		02/24 AP		08/01/23	0039567	CEDAR FALLS UTILITIES-SEC.8	103.00			07/31/23
						Davis 7360272621				
126		02/24 AP		08/01/23	0039567	CEDAR FALLS UTILITIES-SEC.8	127.00			07/31/23
						Boehmer 0827605626				
126		02/24 AP		08/01/23	0039567	CEDAR FALLS UTILITIES-SEC.8	231.00			07/31/23
						Santiago-Lebron 873557879				
126		02/24 AP		08/01/23	0039567	CEDAR FALLS UTILITIES-SEC.8	165.00			07/31/23
						Young 1995063175				
126		02/24 AP		08/01/23	0039567	CEDAR FALLS UTILITIES-SEC.8	76.00			07/31/23
						Rule 9816666531				
126		02/24 AP		08/01/23	0039599	MALBEC PROPERTIES, LLC	442.00			07/31/23
						HAP_Himes G 082023				
126		02/24 AP		08/01/23	0039599	MALBEC PROPERTIES, LLC	362.00			07/31/23
						HAP_Smith T 082023				
126		02/24 AP		08/01/23	0039599	MALBEC PROPERTIES, LLC	459.00			07/31/23
						HAP_Halterman A 082023				
126		02/24 AP		08/01/23	0039599	MALBEC PROPERTIES, LLC	492.00			07/31/23
						HAP_Hepker D 082023				
126		02/24 AP		08/01/23	0039570	CHRISTOPHERSON RENTALS	779.00			07/31/23
						HAP_Hoffert J 082023				
126		02/24 AP		08/01/23	0039570	CHRISTOPHERSON RENTALS	171.00			07/31/23
						HAP_Sherwood S 082023				
126		02/24 AP		08/01/23	0039570	CHRISTOPHERSON RENTALS	572.00			07/31/23
						HAP_Williams L 082023				
126		02/24 AP		08/01/23	0039570	CHRISTOPHERSON RENTALS	398.00			07/31/23
						HAP_Lam C 082023				
126		02/24 AP		08/01/23	0039570	CHRISTOPHERSON RENTALS	658.00			07/31/23
						HAP_Ricks F 082023				
126		02/24 AP		08/01/23	0039570	CHRISTOPHERSON RENTALS	613.00			07/31/23
						HAP_Dyer A 082023				
126		02/24 AP		08/01/23	0039570	CHRISTOPHERSON RENTALS	158.00			07/31/23
						HAP_Hall T 082023				
126		02/24 AP		08/01/23	0039570	CHRISTOPHERSON RENTALS	409.00			07/31/23
						HAP_Hunt M 082023				
126		02/24 AP		08/01/23	0039570	CHRISTOPHERSON RENTALS	750.00			07/31/23
						HAP_Davis K 082023				
126		02/24 AP		08/01/23	0039570	CHRISTOPHERSON RENTALS	398.00			07/31/23
						HAP_Keys A 082023				
126		02/24 AP		08/01/23	0039606	PETERSEN, RANDEL	1,003.00			07/31/23
						HAP_Brown S 082023				

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued									
126		02/24	AP	08/01/23	0039576 EPM IOWA	690.00		07/31/23	
		HAP Thompson T 082023							
126		02/24	AP	08/01/23	0039574 DC MANAGEMENT, LLC	730.00		07/31/23	
		HAP Strickland S 082023							
126		02/24	AP	08/01/23	0039598 LEGACY RESIDENTIAL	532.00		07/31/23	
		HAP Ross Z 082023							
126		02/24	AP	08/01/23	0039598 LEGACY RESIDENTIAL	30.00		07/31/23	
		HAP Jordan L 082023							
126		02/24	AP	08/01/23	0039604 OWL INVESTMENTS, LLC	544.00		07/31/23	
		HAP Schroeder S 082023							
126		02/24	AP	08/01/23	0039572 CRESCENT CONDOMINIUMS, LLC	494.00		07/31/23	
		HAP Lohr K 082023							
126		02/24	AP	08/01/23	0039587 HARRINGTON'S RENTAL LLC	746.00		07/31/23	
		HAP Larronda E 082023							
126		02/24	AP	08/01/23	0039578 FERNHOLZ, KARI L.	1,140.00		07/31/23	
		HAP Carlton D 082023							
126		02/24	AP	08/01/23	0039610 ROGERS, DERICK	811.00		07/31/23	
		HAP Sherwood J 082023							
126		02/24	AP	08/01/23	0039610 ROGERS, DERICK	1,373.00		07/31/23	
		HAP Santiago-Lebro 082023							
126		02/24	AP	08/01/23	0039595 KAI, BRENT	251.00		07/31/23	
		HAP Hamilton T 082023							
126		02/24	AP	08/01/23	0039602 MORRIS, RICHARD R.	1,200.00		07/31/23	
		HAP Young C 082023							
126		02/24	AP	08/01/23	0039611 STAND FIRM PROPERTIES LLC	380.00		07/31/23	
		HAP Hodge G 082023							
126		02/24	AP	08/01/23	0039611 STAND FIRM PROPERTIES LLC	708.00		07/31/23	
		HAP Rousseau G 082023							
126		02/24	AP	08/01/23	0039624 WYMORE, LARRY R.	341.00		07/31/23	
		HAP MOFFETT J 082023							
126		02/24	AP	08/01/23	0039624 WYMORE, LARRY R.	171.00		07/31/23	
		HAP Steinkamp K 082023							
126		02/24	AP	08/01/23	0039593 JDR PROPERTIES, INC.	215.00		07/31/23	
		HAP Diaz J 082023							
126		02/24	AP	08/01/23	0039594 JLL EXTENDED STAY INN	328.00		07/31/23	
		HAP Moore E 082023							
126		02/24	AP	08/01/23	0039594 JLL EXTENDED STAY INN	172.00		07/31/23	
		HAP Zanders D 082023							
126		02/24	AP	08/01/23	0039620 VILLAGE II AT NINE23 APARTMEN	19.00		07/31/23	
		HAP Hoodjer S 082023							
126		02/24	AP	08/01/23	0039620 VILLAGE II AT NINE23 APARTMEN	430.00		07/31/23	
		HAP Lam K 082023							
126		02/24	AP	08/01/23	0039620 VILLAGE II AT NINE23 APARTMEN	265.00		07/31/23	
		HAP O'dell J 082023							
126		02/24	AP	08/01/23	0039620 VILLAGE II AT NINE23 APARTMEN	600.00		07/31/23	
		HAP BALM D 082023							
126		02/24	AP	08/01/23	0039620 VILLAGE II AT NINE23 APARTMEN	434.00		07/31/23	
		HAP Humphrey E 082023							
126		02/24	AP	08/01/23	0039620 VILLAGE II AT NINE23 APARTMEN	324.00		07/31/23	

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED									
						continued			
126				02/24 AP 08/01/23 0039620	HAP OBrien N 082023 VILLAGE II AT NINE23 APARTMEN	340.00		07/31/23	
126				02/24 AP 08/01/23 0039620	HAP Saccento J 082023 VILLAGE II AT NINE23 APARTMEN	464.00		07/31/23	
126				02/24 AP 08/01/23 0039620	HAP Harken G 082023 VILLAGE II AT NINE23 APARTMEN	325.00		07/31/23	
126				02/24 AP 08/01/23 0039620	HAP Harmon A 082023 VILLAGE II AT NINE23 APARTMEN	352.00		07/31/23	
126				02/24 AP 08/01/23 0039620	HAP Dzapo S 082023 VILLAGE II AT NINE23 APARTMEN	466.00		07/31/23	
126				02/24 AP 08/01/23 0039620	HAP Haug K 082023 VILLAGE II AT NINE23 APARTMEN	417.00		07/31/23	
126				02/24 AP 08/01/23 0039620	HAP Loffredo C 082023 VILLAGE II AT NINE23 APARTMEN	745.00		07/31/23	
126				02/24 AP 08/01/23 0039620	HAP Willis C 082023 VILLAGE II AT NINE23 APARTMEN	277.00		07/31/23	
126				02/24 AP 08/01/23 0039620	HAP Lane S 082023 VILLAGE II AT NINE23 APARTMEN	343.00		07/31/23	
126				02/24 AP 08/01/23 0039620	HAP Wilson J 082023 VILLAGE II AT NINE23 APARTMEN	82.00		07/31/23	
126				02/24 AP 08/01/23 0039620	HAP Rogers E 082023 VILLAGE II AT NINE23 APARTMEN	411.00		07/31/23	
126				02/24 AP 08/01/23 0039620	HAP Billman D 082023 VILLAGE II AT NINE23 APARTMEN	415.00		07/31/23	
126				02/24 AP 08/01/23 0039620	HAP Cruise B 082023 VILLAGE II AT NINE23 APARTMEN	483.00		07/31/23	
126				02/24 AP 08/01/23 0039620	HAP Garrigus S 082023 VILLAGE II AT NINE23 APARTMEN	386.00		07/31/23	
126				02/24 AP 08/01/23 0039588	HAP Nielsen J 082023 HOUSING AUTHORITY OF JOLIET	1,078.00		07/31/23	
126				02/24 AP 08/01/23 0039588	HAP Wilson Q 082023 HOUSING AUTHORITY OF JOLIET	1,951.00		07/31/23	
126				02/24 AP 08/01/23 0039589	HAP Payne I 082023 HOWARD, BRAD	797.00		07/31/23	
126				02/24 AP 08/01/23 0039608	HAP Thrower M 082023 R & R RENTAL PROPERTIES, LLC	536.00		07/31/23	
126				02/24 AP 08/01/23 0039563	HAP Stewart J 082023 BUTLER, MICHAEL	545.00		07/31/23	
126				02/24 AP 08/01/23 0039586	HAP Cochran C 082023 HAGEDORN, JEREMIAH	950.00		07/31/23	
126				02/24 AP 08/01/23 0039586	HAP Clinton A 082023 HAGEDORN, JEREMIAH	830.00		07/31/23	
126				02/24 AP 08/01/23 0039584	HAP Gottfried L 082023 GOV, LLC	1,100.00		07/31/23	
126				02/24 AP 08/01/23 0039565	HAP Guzzle T 082023 CARL ERICSON	660.00		07/31/23	
126				02/24 AP 08/01/23 0039565	HAP Cooper L 082023 CARL ERICSON	820.00		07/31/23	
				02/24 AP 08/01/23 0039565	HAP Leohr K 082023				

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FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED					continued			
126		02/24	AP	08/01/23	0039565 CARL ERICSON	941.00		07/31/23
		HAP_Burk B 082023						
126		02/24	AP	08/01/23	0039597 KIDWELL, STEVE	460.00		07/31/23
		HAP_Tomlyanovich C 082023						
126		02/24	AP	08/01/23	0039623 WINGERT, BRIAN	355.00		07/31/23
		HAP_Holden K 082023						
126		02/24	AP	08/01/23	0039613 STEIN INVESTMENTS, LLC	1,377.00		07/31/23
		HAP_Gordon A 082023						
126		02/24	AP	08/01/23	0039603 OAKVIEW PROPERTIES LLC	1,000.00		07/31/23
		HAP_Jurries P 082023						
126		02/24	AP	08/01/23	0039568 CEDAR VALLEY LIVING LLC	306.00		07/31/23
		HAP_Bachman K 082023						
126		02/24	AP	08/01/23	0039568 CEDAR VALLEY LIVING LLC	251.00		07/31/23
		HAP_White L 082023						
126		02/24	AP	08/01/23	0039616 THIRD AVE PLACE LLC	895.00		07/31/23
		HAP_Boehmer R 082023						
126		02/24	AP	08/01/23	0039596 KELLY PROPERTY INVESTMENTS LL	245.00		07/31/23
		HAP_Clayton R 082023						
126		02/24	AP	08/01/23	0039601 MCKERNAN, PAMELA	294.00		07/31/23
		HAP_Buchanan J 082023						
126		02/24	AP	08/01/23	0039600 MCH INVESTMENTS LLC	536.00		07/31/23
		HAP_Langel A 082023						
126		02/24	AP	08/01/23	0039600 MCH INVESTMENTS LLC	470.00		07/31/23
		HAP_Barr G 082023						
126		02/24	AP	08/01/23	0039605 PAULSON, JAMES	296.00		07/31/23
		HAP_Bond J 082023						
126		02/24	AP	08/01/23	0039575 ELMCREST ESTATES, L.C.	529.00		07/31/23
		HAP_Davis D 082023						
126		02/24	AP	08/01/23	0039580 G P MANAGEMENT LLC	396.00		07/31/23
		HAP_Wenzel J 082023						
126		02/24	AP	08/01/23	0039615 T.J.J.C. L.L.C.	274.00		07/31/23
		HAP_Dornbrock M 082023						
126		02/24	AP	08/01/23	0039615 T.J.J.C. L.L.C.	327.00		07/31/23
		HAP_Beck D 082023						
126		02/24	AP	08/01/23	0039615 T.J.J.C. L.L.C.	432.00		07/31/23
		HAP_Fruchtenicht J 082023						
126		02/24	AP	08/01/23	0039615 T.J.J.C. L.L.C.	179.00		07/31/23
		HAP_Hornback K 082023						
126		02/24	AP	08/01/23	0039615 T.J.J.C. L.L.C.	675.00		07/31/23
		HAP_Bracelly J 082023						
126		02/24	AP	08/01/23	0039582 GERDES III, BENJAMIN P.	1,600.00		07/31/23
		HAP_Barnes A 082023						
126		02/24	AP	08/01/23	0039582 GERDES III, BENJAMIN P.	257.00		07/31/23
		HAP_Allessi S 082023						
126		02/24	AP	08/01/23	0039582 GERDES III, BENJAMIN P.	1,339.00		07/31/23
		HAP_Orgell A 082023						
126		02/24	AP	08/01/23	0039592 J & A PROPERTIES	967.00		07/31/23
		HAP_Lowe L 082023						
126		02/24	AP	08/01/23	0039560 BARTELT RENTALS L.C.	964.00		07/31/23

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued									
						HAP Woods N 082023			
126		02/24 AP		08/01/23	0039560	BARTELT RENTALS L.C.	523.00		07/31/23
						HAP Luck J 082023			
126		02/24 AP		08/01/23	0039564	C & H HOLDINGS LLC	580.00		07/31/23
						HAP_Ross S 082023			
ACCOUNT TOTAL							94,765.00	.00	94,765.00
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS									
126		02/24 AP		08/01/23	0039571	CITY OF CARLSBAD	58.45		07/31/23
						AF Levry S 082023			
126		02/24 AP		08/01/23	0039588	HOUSING AUTHORITY OF JOLIET	48.79		07/31/23
						AF Wilson Q 082023			
126		02/24 AP		08/01/23	0039588	HOUSING AUTHORITY OF JOLIET	48.79		07/31/23
						AF_Payne I 082023			
ACCOUNT TOTAL							156.03	.00	156.03
FUND TOTAL							96,870.03	1,949.00	94,921.03
FUND 223 COMMUNITY BLOCK GRANT									
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON									
	46	01/24 AP		07/11/23	0398902	ANDREW M. ANDERSON	1,685.00		07/12/23
						3271-PARCEL#107-N.CDR.HTS			
						PERM.EASEMT./TREE REMOVAL			
						PROJECT#: 023271			
ACCOUNT TOTAL							1,685.00	.00	1,685.00
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
2259		12/23 AP		02/16/23	0398294	K3D, LLC		264,558.74	07/25/23
						ACCOUNT SPLIT CORRECTION			
						PROJECT#: 023283			
2259		12/23 AP		02/16/23	0398294	K3D, LLC	14,558.74		07/25/23
						3283:PARCEL#197-MAIN ST.			
						PROJECT#: 023283			
2259		12/23 AP		12/20/22	0398027	D & V HOLDING, LLC		261,765.18	07/25/23
						ACCOUNT SPLIT CORRECTION			
						PROJECT#: 023283			
2259		12/23 AP		12/20/22	0398027	D & V HOLDINGS	11,765.18		07/25/23
						3283:PARCEL#204-MAIN ST.			
						PROJECT#: 023283			
						RECONST.-FEE ACQUISITION			
ACCOUNT TOTAL							26,323.92	526,323.92	500,000.00-

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FUND 242 STREET REPAIR FUND									
					FUND TOTAL		28,008.92	526,323.92	498,315.00-
FUND 254 CABLE TV FUND									
					254-1088-431.64-02	INSURANCE / HEALTH INS. REIMBURSEMENT			
2233		12/23	AP	07/13/23	0006967	ISOLVED BENEFIT SERVICES, INC	186.73		07/27/23
						HEALTH INS. REIMBURSEMENT			
					ACCOUNT TOTAL		186.73	.00	186.73
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2233		12/23	AP	07/03/23	0006973	PROFESSIONAL SOLUTIONS	1.13		07/27/23
						JUNE CREDIT CARD FEES			
					ACCOUNT TOTAL		1.13	.00	1.13
					FUND TOTAL		187.86	.00	187.86
FUND 258 PARKING FUND									
					258-5531-435.72-01	OPERATING SUPPLIES / OPERATING SUPPLIES			
2233		12/23	AP	07/03/23	0006969	PROFESSIONAL SOLUTIONS	234.04		07/27/23
						JUNE CREDIT CARD FEES			
2233		12/23	AP	07/03/23	0006970	PROFESSIONAL SOLUTIONS	180.57		07/27/23
						JUNE CREDIT CARD FEES			
2233		12/23	AP	07/03/23	0006971	PROFESSIONAL SOLUTIONS	131.89		07/27/23
						JUNE CREDIT CARD FEES			
2233		12/23	AP	07/03/23	0006972	PROFESSIONAL SOLUTIONS	17.97		07/27/23
						JUNE CREDIT CARD FEES			
2233		12/23	AP	07/03/23	0006973	PROFESSIONAL SOLUTIONS	47.04		07/27/23
						JUNE CREDIT CARD FEES			
					ACCOUNT TOTAL		611.51	.00	611.51
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2238		12/23	AP	06/20/23	0398926	CEDAR FALLS UTILITIES	15.75		07/14/23
						UTILITIES THRU 06/20/23			
					ACCOUNT TOTAL		15.75	.00	15.75
					FUND TOTAL		627.26	.00	627.26

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FUND 261 TOURISM & VISITORS									
2233		12/23 AP		07/03/23	0006976	OTHER SUPPLIES / GIFT SHOP PROFESSIONAL SOLUTIONS	137.16		07/27/23
						JUNE CREDIT CARD FEES			
						ACCOUNT TOTAL	137.16	.00	137.16
261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2252		12/23 AP		06/29/23	0398930	BOLANDER, ADAM	82.40		07/20/23
						RMB:MILEAGE-1/16-6/29/23			
						ACCOUNT TOTAL	82.40	.00	82.40
261-2291-423.85-01 UTILITIES / UTILITIES									
2238		12/23 AP		06/20/23	0398926	CEDAR FALLS UTILITIES	697.81		07/14/23
						UTILITIES THRU 06/20/23			
						ACCOUNT TOTAL	697.81	.00	697.81
						FUND TOTAL	917.37	.00	917.37
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01 UTILITIES / UTILITIES									
2143		12/23 AP		07/05/23	0000000	CEDAR FALLS UTILITIES	1,253.19		07/27/23
						COMMUNITY CENTR UTILITIES			
2238		12/23 AP		06/20/23	0398926	CEDAR FALLS UTILITIES	120.05		07/14/23
						UTILITIES THRU 06/20/23			
						ACCOUNT TOTAL	1,373.24	.00	1,373.24
262-1092-423.87-01 RENTALS / RENTALS									
111		01/24 AP		07/26/23	0398952	KATE DUNNING	250.00		07/28/23
						REFUND-SECURITY DEPOSIT			
111		01/24 AP		07/26/23	0398951	JAN STUBER	250.00		07/28/23
						REFUND-SECURITY DEPOSIT			
						ACCOUNT TOTAL	500.00	.00	500.00
						FUND TOTAL	1,873.24	.00	1,873.24

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FUND 291 POLICE FORFEITURE FUND								
FUND 292 POLICE RETIREMENT FUND								
292-5521-415.54-01					WORKERS COMP / POLICE WORKERS COMP			
2233		12/23 AP		07/13/23	0006958 EMC RISK SERVICES, LLC	296.45		07/27/23
					WORKER COMP-POLICE CLAIM			
ACCOUNT TOTAL						296.45	.00	296.45
FUND TOTAL						296.45	.00	296.45
FUND 293 FIRE RETIREMENT FUND								
293-4511-414.54-02					WORKERS COMP / FIRE WORKERS COMP			
2233		12/23 AP		07/13/23	0006958 EMC RISK SERVICES, LLC	8,272.00		07/27/23
					WORKER COMP-FIRE CLAIM			
ACCOUNT TOTAL						8,272.00	.00	8,272.00
FUND TOTAL						8,272.00	.00	8,272.00
FUND 294 LIBRARY RESERVE								
FUND 295 SOFTBALL PLAYER CAPITAL								
FUND 296 GOLF CAPITAL								
FUND 297 REC FACILITIES CAPITAL								
297-2253-423.92-01					STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
81		01/24 AP		07/17/23	0398937 MOORE & CO INTERIORS	7,000.00		07/20/23
					DWN.PMT-CABINETS/COUNTERS			
ACCOUNT TOTAL						7,000.00	.00	7,000.00
FUND TOTAL						7,000.00	.00	7,000.00
FUND 298 HEARST CAPITAL								
FUND 311 DEBT SERVICE FUND								
FUND 402 WASHINGTON PARK FUND								
FUND 404 FEMA								
FUND 405 FLOOD RESERVE FUND								
FUND 407 VISION IOWA PROJECT								
FUND 408 STREET IMPROVEMENT FUND								
FUND 410 CORONAVIRUS LOCAL RELIEF								
FUND 430 2004 TIF BOND								
430-1220-431.91-10					LAND / INDUSTRIAL PARK LAND ACQ			
111		01/24 AP		07/20/23	0398950 CEDAR FALLS UTILITIES	45.33		07/28/23
					UTILITIES THRU 07/20/23			
ACCOUNT TOTAL						45.33	.00	45.33

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FUND 430	2004	TIF BOND						
		FUND TOTAL				45.33	.00	45.33
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			
2252	12/23	AP 07/18/23		0398933	IOWA DEPT.OF REVENUE	73,515.46		07/20/23
		REF:OVERPAYMENT STIF			FLOOD MITIGATION OVERPMT.			
PROJECT#:		023251						
		ACCOUNT TOTAL				73,515.46	.00	73,515.46
		FUND TOTAL				73,515.46	.00	73,515.46
FUND 437	2018	BOND						
FUND 438	2020	BOND FUND						
FUND 439	2022	BOND FUND						
439-1220-431.98-45		CAPITAL PROJECTS /			MAIN STREET RECONSTRUCT			
2259	12/23	AP 02/16/23		0398294	K3D, LLC	250,000.00		07/25/23
		3283:PARCEL#197-MAIN ST.			FEE INTEREST			
PROJECT#:		023283						
2259	12/23	AP 12/20/22		0398027	D & V HOLDINGS	250,000.00		07/25/23
		3283:PARCEL#204-MAIN ST.			RECONST.-FEE ACQUISITION			
PROJECT#:		023283						
		ACCOUNT TOTAL				500,000.00	.00	500,000.00
		FUND TOTAL				500,000.00	.00	500,000.00
FUND 443		CAPITAL PROJECTS						
443-1220-431.94-33		CAPITAL PROJECTS /			PROPERTY ACQUISITION			
111	01/24	AP 07/20/23		0398950	CEDAR FALLS UTILITIES	138.77		07/28/23
		UTILITIES THRU 07/20/23						
		ACCOUNT TOTAL				138.77	.00	138.77
		FUND TOTAL				138.77	.00	138.77

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FUND 472					PARKADE RENOVATION			
FUND 473					SIDEWALK ASSESSMENT			
FUND 483					ECONOMIC DEVELOPMENT			
FUND 484					ECONOMIC DEVELOPMENT LAND			
FUND 541					2018 STORM WATER BONDS			
FUND 544					2008 SEWER BONDS			
FUND 545					2018 SEWER BONDS			
FUND 546					SEWER IMPROVEMENT FUND			
FUND 547					SEWER RESERVE FUND			
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			
2233				12/23 AP 07/07/23 0006963	IOWA DEPT.OF REVENUE	262.61		07/27/23
					MONTHLY SALES TAX			
					COMMERCIAL GARBAGE A/R			
					ACCOUNT TOTAL	262.61	.00	262.61
551-6675-436.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT			
2233				12/23 AP 07/13/23 0006967	ISOLVED BENEFIT SERVICES, INC	65.60		07/27/23
					HEALTH INS. REIMBURSEMENT			
					ACCOUNT TOTAL	65.60	.00	65.60
551-6685-436.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT			
2233				12/23 AP 07/13/23 0006967	ISOLVED BENEFIT SERVICES, INC	151.00		07/27/23
					HEALTH INS. REIMBURSEMENT			
2233				12/23 AP 07/13/23 0006967	ISOLVED BENEFIT SERVICES, INC	133.30		07/27/23
					HEALTH INS. REIMBURSEMENT			
					ACCOUNT TOTAL	284.30	.00	284.30
551-6685-436.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			
2233				12/23 AP 07/03/23 0006979	PROFESSIONAL SOLUTIONS	586.60		07/27/23
					JUNE CREDIT CARD FEES			
2233				12/23 AP 07/03/23 0006973	PROFESSIONAL SOLUTIONS	31.84		07/27/23
					JUNE CREDIT CARD FEES			
					ACCOUNT TOTAL	618.44	.00	618.44
551-6685-436.85-01					UTILITIES / UTILITIES			
2238				12/23 AP 06/20/23 0398926	CEDAR FALLS UTILITIES	1,650.70		07/14/23
					UTILITIES THRU 06/20/23			
111				01/24 AP 07/20/23 0398950	CEDAR FALLS UTILITIES	1,147.95		07/28/23
					UTILITIES THRU 07/20/23			
					ACCOUNT TOTAL	2,798.65	.00	2,798.65

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FUND 551 REFUSE FUND									
551-6685-2238	436.86-34	REPAIR & MAINTENANCE				/ BILLING & COLLECTING CEDAR FALLS UTILITIES	6,190.00		07/14/23
	12/23 AP	06/20/23	0398926			UTILITIES THRU 06/20/23			
	ACCOUNT TOTAL						6,190.00	.00	6,190.00
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
551-6685-111	01/24 AP	07/15/23	0398948			BLACK HAWK CO.LANDFILL LANDFILL SRV:7/1-7/15/23	20,918.21		07/28/23
	ACCOUNT TOTAL						20,918.21	.00	20,918.21
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
551-6685-2233	12/23 AP	07/07/23	0006963			IOWA DEPT.OF REVENUE MONTHLY SALES TAX COMMERCIAL GARBAGE	176.10		07/27/23
	ACCOUNT TOTAL						176.10	.00	176.10
	FUND TOTAL						31,313.91	.00	31,313.91
FUND 552 SEWER RENTAL FUND									
552-6655-2238	436.85-01	UTILITIES / UTILITIES				CEDAR FALLS UTILITIES	4,351.45		07/14/23
	12/23 AP	06/20/23	0398926			UTILITIES THRU 06/20/23			
	ACCOUNT TOTAL						4,351.45	.00	4,351.45
552-6665-436.85-01 UTILITIES / UTILITIES									
552-6665-2238	12/23 AP	06/20/23	0398926			CEDAR FALLS UTILITIES	13,640.50		07/14/23
						UTILITIES THRU 06/20/23			
552-6665-111	01/24 AP	07/20/23	0398950			CEDAR FALLS UTILITIES	3,305.54		07/28/23
						UTILITIES THRU 07/20/23			
	ACCOUNT TOTAL						16,946.04	.00	16,946.04
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
552-6665-111	01/24 AP	07/15/23	0398948			BLACK HAWK CO.LANDFILL LANDFILL SRV:7/1-7/15/23	107.93		07/28/23
	ACCOUNT TOTAL						107.93	.00	107.93
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
552-6665-2238	12/23 AP	06/20/23	0398926			CEDAR FALLS UTILITIES	6,190.00		07/14/23

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GROUP	PO	ACCTG	----	TRANSACTION	----		DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 552 SEWER RENTAL FUND										
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING						UTILITIES THRU 06/20/23	continued			
ACCOUNT TOTAL							6,190.00	.00	6,190.00	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
2233		12/23	AP	07/07/23	0006963	IOWA DEPT.OF REVENUE	10,639.27		07/27/23	
						MONTHLY SALES TAX			COMMERCIAL SEWER	
ACCOUNT TOTAL							10,639.27	.00	10,639.27	
FUND TOTAL							38,234.69	.00	38,234.69	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.85-01 UTILITIES / UTILITIES										
111		01/24	AP	07/20/23	0398950	CEDAR FALLS UTILITIES	46.70		07/28/23	
						UTILITIES THRU 07/20/23				
ACCOUNT TOTAL							46.70	.00	46.70	
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
2238		12/23	AP	06/20/23	0398926	CEDAR FALLS UTILITIES	6,190.00		07/14/23	
						UTILITIES THRU 06/20/23				
ACCOUNT TOTAL							6,190.00	.00	6,190.00	
FUND TOTAL							6,236.70	.00	6,236.70	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
46		01/24	AP	07/01/23	0398908	CENTURYLINK	74.79		07/12/23	
						CITY PHONE SERV.-JUL'23				
ACCOUNT TOTAL							74.79	.00	74.79	
FUND TOTAL							74.79	.00	74.79	

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FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE										
2233		12/23	AP	07/25/23	0006987	WEX HEALTH, INC.	166.14			07/27/23
						COBRA MONTHLY ADMIN FEE & COBRA MAILING				
2233		12/23	AP	07/10/23	0006960	EXPRESS SCRIPTS, INC.	8,111.21			07/27/23
						RX CLAIMS PROCESSING				
2233		12/23	AP	07/03/23	0006959	EXPRESS SCRIPTS, INC.	34,676.68			07/27/23
						RX CLAIMS PROCESSING				
2233		12/23	AP	07/03/23	0006986	WELLMARK IOWA	48,801.09			07/27/23
						HEALTH CLAIMS PROCESSING				
						ACCOUNT TOTAL	91,755.12	.00	91,755.12	
						FUND TOTAL	91,755.12	.00	91,755.12	
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
2252		12/23	AP	07/19/23	0398929	ANDERSON, ALETA L.	243.00			07/20/23
						RMB:JUN. 2023 HEALTH SEV. MEDICARE-ALETA				
2252		12/23	AP	07/19/23	0398929	ANDERSON, ALETA L.	243.00			07/20/23
						RMB:JUN. 2023 HEALTH SEV. MEDICARE-RICHARD				
2252		12/23	AP	07/17/23	0398932	INOUYE, ROBERT	262.50			07/20/23
						RMB:JAN-DEC'21 HEALTH SEV				
2252		12/23	AP	07/17/23	0398932	INOUYE, ROBERT	144.00			07/20/23
						RMB:JAN-DEC'22 HEALTH SEV				
2252		12/23	AP	07/17/23	0398932	INOUYE, ROBERT	78.00			07/20/23
						RMB:JAN-JUN'23 HEALTH SEV				
2252		12/23	AP	07/13/23	0398934	JEHLE, STEVEN	989.40			07/20/23
						RMB:JAN-JUN'23 HEALTH SEV MEDICARE				
2252		12/23	AP	07/13/23	0398934	JEHLE, STEVEN	872.16			07/20/23
						RMB:JAN-JUN'23 HEALTH SEV MEDICARE SUPPLEMENT				
2252		12/23	AP	07/13/23	0398934	JEHLE, STEVEN	169.80			07/20/23
						RMB:JAN-JUN'23 HEALTH SEV PRESCRIPTION				
2232		12/23	AP	07/10/23	0398919	REGENOLD, SHARON K.	266.40			07/12/23
						RMB:JUNE 2023 HEALTH SEV.				
						ACCOUNT TOTAL	3,268.26	.00	3,268.26	
						FUND TOTAL	3,268.26	.00	3,268.26	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										

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FUND 686 PAYROLL FUND									
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES									
2233		12/23	AP	07/05/23	0006985	UNITED STATES TREASURY	14.33		07/27/23
						FEDERAL WITHHOLDING			
				06/30/23		PAYROLL-ADD'L			
2233		12/23	AP	07/03/23	0006984	UNITED STATES TREASURY	70,644.33		07/27/23
						FEDERAL WITHHOLDING			
				06/30/23		PAYROLL			
						ACCOUNT TOTAL	70,658.66	.00	70,658.66
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING									
2233		12/23	AP	07/03/23	0006964	IOWA DEPT.OF REVENUE	29,312.50		07/27/23
						STATE WITHHOLDING TAX			
				06/30/23		PAYROLL			
						ACCOUNT TOTAL	29,312.50	.00	29,312.50
686-0000-222.03-00 PAYROLL LIABILITY / FICA									
2233		12/23	AP	07/05/23	0006985	UNITED STATES TREASURY	103.42		07/27/23
						SS & MQGE/MEDICARE TAX			
				06/30/23		PAYROLL-ADD'L			
2233		12/23	AP	07/03/23	0006984	UNITED STATES TREASURY	95,275.44		07/27/23
						SS & MQGE/MEDICARE TAX			
				06/30/23		PAYROLL			
						ACCOUNT TOTAL	95,378.86	.00	95,378.86
686-0000-222.04-00 PAYROLL LIABILITY / IPERS									
2233		12/23	AP	07/03/23	0006962	I.P.E.R.S.	220,622.50		07/27/23
						IPERS JUNE 2023			
						ACCOUNT TOTAL	220,622.50	.00	220,622.50
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
2233		12/23	AP	07/03/23	0006956	COLLECTION SERVICES CENTER	544.01		07/27/23
						CHILD SUPPORT PAYMENTS			
				06/30/23		PAYROLL			
						ACCOUNT TOTAL	544.01	.00	544.01
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT									
2233		12/23	AP	07/05/23	0006968	MUNICIPAL FIRE & POLICE RETIR	248,263.96		07/27/23
						MPFRSI RETIREMENT			
						ACCOUNT TOTAL	248,263.96	.00	248,263.96
686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES									
2233		12/23	AP	07/20/23	0006965	IOWA WORKFORCE DEVELOPMENT	1,855.11		07/27/23
						RMB:BENEFITS THRU 6/30/23			
						ACCOUNT TOTAL	1,855.11	.00	1,855.11

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FUND 686 PAYROLL FUND									
					FUND TOTAL		666,635.60	.00	666,635.60
FUND 687 WORKERS COMPENSATION FUND									
					687-1902-457.51-02	INSURANCE / WORKERS COMP INSURANCE			
	2233			12/23	AP 07/13/23	0006958	EMC RISK SERVICES, LLC	1,679.06	07/27/23
						WORKER COMP CLAIM			
					ACCOUNT TOTAL		1,679.06	.00	1,679.06
					FUND TOTAL		1,679.06	.00	1,679.06
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
					689-1902-457.51-05	INSURANCE / LIABILITY INSURANCE			
	2233			12/23	AP 07/13/23	0006958	EMC RISK SERVICES, LLC	499.00	07/27/23
						LIABILITY CLAIM			
					ACCOUNT TOTAL		499.00	.00	499.00
					FUND TOTAL		499.00	.00	499.00
FUND 724 TRUST & AGENCY									
					724-0000-487.50-01	TRANSFERS OUT / TRANSFERS TO GENERAL FUND			
	46			01/24	AP 07/10/23	0398911	GENERAL FUND	11,964.08	07/12/23
						PROPERTY TAX PAYMENT			
					ACCOUNT TOTAL		11,964.08	.00	11,964.08
					FUND TOTAL		11,964.08	.00	11,964.08
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
					GRAND TOTAL		1,754,831.42	528,650.62	1,226,180.80

COUNCIL INVOICES FOR 8/7/23 MEETING

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GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND												
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES												
100		02/24 AP	07/17/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	3.04		08/01/23		
		COPY PAPER										
80		02/24 AP	07/12/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	38.97		08/01/23		
		LRG ENV/TAPE/CALC.RIBBON RECEIPT PAPER/PKG TAPE										
80		02/24 AP	07/12/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	22.78		08/01/23		
		COPY PAPER										
		ACCOUNT TOTAL							64.79	.00	64.79	
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE												
2251		12/23 AP	07/03/23		0000000		SHRED-IT USA	56.05		08/01/23		
		ON-SITE DOC.DESTRUCTION 6/27/23 SERVICE;220 CLAY										
		ACCOUNT TOTAL							56.05	.00	56.05	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES												
80		02/24 AP	07/12/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	11.54		08/01/23		
		LRG ENV/TAPE/CALC.RIBBON RECEIPT PAPER/PKG TAPE										
80		02/24 AP	07/12/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	5.70		08/01/23		
		COPY PAPER										
		ACCOUNT TOTAL							17.24	.00	17.24	
101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS												
105		02/24 AP	08/01/23		0000000		AICPA DUES PROCESSING	340.00		08/01/23		
		FY24 MEMBERSHIP-RODENBECK										
		ACCOUNT TOTAL							340.00	.00	340.00	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES												
105		02/24 AP	07/24/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	35.72		08/01/23		
		PLANNER/3MO WALL CALENDAR										
80		02/24 AP	07/12/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	140.04		08/01/23		
		LRG ENV/TAPE/CALC.RIBBON RPT PAPER/PKG TAPE/BINDER										
80		02/24 AP	07/12/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	28.49		08/01/23		
		COPY PAPER										
		ACCOUNT TOTAL							204.25	.00	204.25	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES												
80		02/24 AP	07/12/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	14.43		08/01/23		
		LRG ENV/TAPE/CALC.RIBBON RECEIPT PAPER/PKG TAPE										
80		02/24 AP	07/12/23		0000000		OFFICE EXPRESS OFFICE PRODUCT	17.10		08/01/23		
		COPY PAPER										

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
ACCOUNT TOTAL						31.53	.00	31.53	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION									
80		02/24 AP		07/12/23	0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28			08/01/23
ACCOUNT TOTAL						2.28	.00	2.28	
101-1038-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS									
2267		12/23 AP		07/17/23	0000000 MERCYONE OCCUPATIONAL HEALTH PRE-EMPLOY.PHYS-JUNE'23	3,319.00			08/01/23
2239		12/23 AP		06/14/23	0000000 MERCYONE OCCUPATIONAL HEALTH PRE-EMPLOY.PHYS-MAY'23	8,780.00			08/01/23
2239		12/23 AP		05/24/23	0000000 MERCYONE OCCUPATIONAL HEALTH PRE-EMPLOY.PHYS-APRIL'23	258.00			08/01/23
ACCOUNT TOTAL						12,357.00	.00	12,357.00	
101-1038-441.81-51 PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS									
2267		12/23 AP		07/17/23	0000000 MERCYONE OCCUPATIONAL HEALTH POST-EMPLOY.PHYS-JUNE'23	9,095.00			08/01/23
2239		12/23 AP		06/14/23	0000000 MERCYONE OCCUPATIONAL HEALTH POST-EMPLOY.PHYS-MAY'23	9,302.00			08/01/23
2267		12/23 AP		05/31/23	0000000 MERCYONE OCCUPATIONAL HEALTH POST-EMPLOY.PHYS	175.00			08/01/23
ACCOUNT TOTAL						18,572.00	.00	18,572.00	
101-1038-441.81-52 PROFESSIONAL SERVICES / DRUG TESTING									
2267		12/23 AP		07/17/23	0000000 MERCYONE OCCUPATIONAL HEALTH EE DRUG TESTING-JUNE'23	573.00			08/01/23
ACCOUNT TOTAL						573.00	.00	573.00	
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
2239		12/23 AP		06/30/23	0000000 REGISTER MEDIA JOB AD:TRAFFIC TECH. 6/11/23, 6/19/23	790.65			08/01/23
2239		12/23 AP		06/30/23	0000000 REGISTER MEDIA JOB AD:CIVIL CAD/GIS TECH 6/29/23	790.65			08/01/23
2239		12/23 AP		06/30/23	0000000 REGISTER MEDIA AD PROCESSING MONTHLY FEE 06/01/23-06/30/23	125.00			08/01/23
2239		12/23 AP		06/30/23	0000000 REGISTER MEDIA JOB AD:TRAFF.TECH PACKAGE 6/15/23-6/30/23	208.35			08/01/23

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FUND 101 GENERAL FUND										
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES						continued				
ACCOUNT TOTAL							1,914.65	.00	1,914.65	
101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG										
105		02/24 AP		07/25/23	0000000	WELLWORKS FOR YOU WELLNESS PROGRAM FEE JULY 2023	685.95			08/01/23
ACCOUNT TOTAL							685.95	.00	685.95	
101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION										
80		02/24 AP		07/12/23	0000000	CARLSON DETTMANN CONSULTING L CIVIL SERVICE REVIEW TRAFFIC TECH.	325.00			08/01/23
ACCOUNT TOTAL							325.00	.00	325.00	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
80		02/24 AP		07/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT LRG ENV/TAPE/CALC.RIBBON RECEIPT PAPER/PKG TAPE	7.21			08/01/23
80		02/24 AP		07/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.42			08/01/23
ACCOUNT TOTAL							10.63	.00	10.63	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
2267		12/23 AP		07/18/23	0000000	SWISHER & COHRT, P.L.C. LGL:MISCELLANEOUS MATTERS 06/20/23	19.00			08/01/23
2267		12/23 AP		07/01/23	0000000	REDFERN,MASON,LARSEN & MOORE, LGL:GREENHILL VILL.9TH AD 06/02/23-06/27/23	779.00			08/01/23
PROJECT#:	023006									
80		02/24 AP		08/01/23	0000000	AHLERS AND COONEY, P.C. LEGAL SERVICES-AUG'23	3,900.00			08/01/23
80		02/24 AP		08/01/23	0000000	SWISHER & COHRT, P.L.C. LEGAL SERVICES-AUG'23	2,600.00			08/01/23
ACCOUNT TOTAL							7,298.00	.00	7,298.00	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
80		02/24 AP		08/01/23	0000000	SWISHER & COHRT, P.L.C. LEGAL SERVICES-AUG'23	1,000.00			08/01/23
ACCOUNT TOTAL							1,000.00	.00	1,000.00	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										

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FUND 101 GENERAL FUND										
101-1118-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				continued
80		02/24 AP		07/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.21		08/01/23	
						LRG ENV/TAPE/CALC.RIBBON				
80		02/24 AP		07/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14		08/01/23	
						COPY PAPER				
						ACCOUNT TOTAL	8.35	.00	8.35	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
80		02/24 AP		07/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.21		08/01/23	
						LRG ENV/TAPE/CALC.RIBBON				
80		02/24 AP		07/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14		08/01/23	
						COPY PAPER				
						ACCOUNT TOTAL	8.35	.00	8.35	
101-1199-421.31-40 HUMAN DEVELOPMENT GRANTS / GRANTS - PARKS										
2243		12/23 AP		06/30/23	0000000	HARD ROCK ENGRAVING	150.00		08/01/23	
						VETERANS BRICKS				
						ACCOUNT TOTAL	150.00	.00	150.00	
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS										
94		02/24 AP		07/19/23	0000000	GIBSON SPECIALTY CO.	281.99		08/01/23	
						TRAIL BENCH PLAQUES				
						ACCOUNT TOTAL	281.99	.00	281.99	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
2239		12/23 AP		05/18/23	0000000	CAPITAL SANITARY SUPPLY CO., I	134.50		08/01/23	
						8.5 X 11 - 20 19 HOLE GBC PAPER				
						ACCOUNT TOTAL	134.50	.00	134.50	
101-1199-441.88-23 OUTSIDE AGENCIES / CEDAR VALLEY COALITION										
80		02/24 AP		07/14/23	0000000	CEDAR VALLEY COALITION/INRCOG	1,720.00		08/01/23	
						FY24 DUES				
						ACCOUNT TOTAL	1,720.00	.00	1,720.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
105		02/24 AP		07/20/23	0000000	ASCAP	424.08		08/01/23	
						ANNUAL MUSIC LICENSE FEE				
						ACCOUNT TOTAL	424.08	.00	424.08	

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FUND 101 GENERAL FUND										
101-2205-432	71-01	OFFICE SUPPLIES / OFFICE SUPPLIES								
100		02/24 AP		07/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	4.57			08/01/23
		ACCOUNT TOTAL					4.57	.00	4.57	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
100		02/24 AP		07/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	19.00			08/01/23
		ACCOUNT TOTAL					19.00	.00	19.00	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
100		02/24 AP		07/21/23	0000000	PROFESSIONAL LAWN CARE, LLC CODE TREE-621 TREMONT	95.00			08/01/23
		ACCOUNT TOTAL					95.00	.00	95.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
100		02/24 AP		07/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	15.17			08/01/23
		ACCOUNT TOTAL					15.17	.00	15.17	
101-2245-442.81-18 PROFESSIONAL SERVICES / INRCOG										
80		02/24 AP		07/14/23	0000000	IOWA NORTHLAND REGIONAL CO. O MEMBERSHIP DUES FY24	14,385.26			08/01/23
		ACCOUNT TOTAL					14,385.26	.00	14,385.26	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
99		02/24 AP		07/19/23	0000000	OFFICE EXPRESS OFFICE PRODUCT RECEIPT PAPER	57.75			08/01/23
		ACCOUNT TOTAL					57.75	.00	57.75	
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES										
50		02/24 AP		07/10/23	0000000	CEDAR VALLEY ARBORETUM & BOTA CAMP FIELD TRIPS	388.00			08/01/23
		ACCOUNT TOTAL					388.00	.00	388.00	
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT										

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FUND 101 GENERAL FUND										
101-2253-423.72-31						OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT				
2237				12/23	AP 06/30/23 0000000	COOLEY SANITATION LLC	95.00			08/01/23
						PARK RESTROOM				
2243				12/23	AP 06/30/23 0000000	COOLEY PUMPING, LLC	95.00			08/01/23
						PORTA- RESTROOM				
2237				12/23	AP 05/25/23 0000000	PANTHER VOLLEYBALL CAMPS LLC	228.00			08/01/23
						YOUTH VOLLEYBALLS				
50				02/24	AP 06/30/23 0000000	COOLEY SANITATION LLC	95.00			08/01/23
						YOUTH SPORT RESTROOM				
						ACCOUNT TOTAL	513.00	.00		513.00
101-2253-423.72-32						OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT				
2237				12/23	AP 06/30/23 0000000	COOLEY SANITATION LLC	95.00			08/01/23
						PARK RESTROOM				
50				02/24	AP 07/13/23 0000000	IOWA SPORTS SUPPLY, INC.	186.00			08/01/23
						SOFTBALL AWARDS				
						ACCOUNT TOTAL	281.00	.00		281.00
101-2253-423.72-41						OPERATING SUPPLIES / THE FALLS CONCESSIONS				
99				02/24	AP 07/25/23 0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
						9 PIZZAS				
99				02/24	AP 07/25/23 0000000	PAPA JOHN'S PIZZA	33.00			08/01/23
						4 PIZZAS				
99				02/24	AP 07/25/23 0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
						9 PIZZAS				
99				02/24	AP 07/24/23 0000000	MARTIN BROS.DISTRIBUTING	221.79			08/01/23
						BOSCO STICKS/ SNOWCONE SYRUP / POPCORN				
99				02/24	AP 07/24/23 0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
						9 PIZZAS				
99				02/24	AP 07/24/23 0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
						9 PIZZAS				
99				02/24	AP 07/23/23 0000000	PAPA JOHN'S PIZZA	57.75			08/01/23
						7 PIZZAS				
99				02/24	AP 07/23/23 0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
						9 PIZZAS				
99				02/24	AP 07/23/23 0000000	PAPA JOHN'S PIZZA	49.50			08/01/23
						8 PIZZAS				
99				02/24	AP 07/22/23 0000000	PAPA JOHN'S PIZZA	24.75			08/01/23
						3 PIZZAS				
99				02/24	AP 07/22/23 0000000	PAPA JOHN'S PIZZA	33.00			08/01/23
						4 PIZZAS				
99				02/24	AP 07/22/23 0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
						9 PIZZAS				
99				02/24	AP 07/21/23 0000000	PAPA JOHN'S PIZZA	41.25			08/01/23
						5 PIZZAS				
99				02/24	AP 07/21/23 0000000	PAPA JOHN'S PIZZA	74.25			08/01/23

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FUND 101 GENERAL FUND										
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS										
						continued				
99		02/24 AP		07/20/23	0000000	MYERS-COX COMPANY	870.12			08/01/23
		CONCESSION ORDER								
99		02/24 AP		07/20/23	0000000	PAPA JOHN'S PIZZA	41.25			08/01/23
		5 PIZZAS								
99		02/24 AP		07/20/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
		9 PIZZAS								
99		02/24 AP		07/19/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
		9 PIZZAS								
99		02/24 AP		07/19/23	0000000	PAPA JOHN'S PIZZA	49.50			08/01/23
		6 PIZZAS								
69		02/24 AP		07/18/23	0000000	PAPA JOHN'S PIZZA	49.50			08/01/23
		6 PIZZAS								
69		02/24 AP		07/18/23	0000000	PAPA JOHN'S PIZZA	41.25			08/01/23
		5 PIZZAS								
69		02/24 AP		07/18/23	0000000	MARTIN BROS.DISTRIBUTING	271.24			08/01/23
		BOSCO STICKS / SNOW CONE SYRUP								
99		02/24 AP		07/18/23	0000000	PAPA JOHN'S PIZZA	41.25			08/01/23
		5 PIZZAS								
69		02/24 AP		07/17/23	0000000	PAPA JOHN'S PIZZA	41.25			08/01/23
		5 PIZZAS								
69		02/24 AP		07/17/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
		9 PIZZAS								
69		02/24 AP		07/16/23	0000000	PAPA JOHN'S PIZZA	49.50			08/01/23
		6 PIZZAS								
69		02/24 AP		07/16/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
		9 PIZZAS								
69		02/24 AP		07/15/23	0000000	PAPA JOHN'S PIZZA	66.00			08/01/23
		8 PIZZAS								
69		02/24 AP		07/15/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
		9 PIZZAS								
69		02/24 AP		07/14/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
		9 PIZZAS								
50		02/24 AP		07/13/23	0000000	MYERS-COX COMPANY	2,254.87			08/01/23
		CONCESSIONS								
69		02/24 AP		07/13/23	0000000	ATLANTIC COCA-COLA	832.33			08/01/23
		COKE ORDER								
69		02/24 AP		07/13/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
		9 PIZZAS								
69		02/24 AP		07/13/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23
		9 PIZZAS								
99		02/24 AP		07/13/23	0000000	MARTIN BROS.DISTRIBUTING	95.92			08/01/23
		CHERRY SNOWCONE SYRUP								
50		02/24 AP		07/12/23	0000000	PAPA JOHN'S PIZZA	24.75			08/01/23
		3 PIZZAS								
50		02/24 AP		07/11/23	0000000	PAPA JOHN'S PIZZA	41.25			08/01/23
		5 PIZZAS								
69		02/24 AP		07/11/23	0000000	MARTIN BROS.DISTRIBUTING	394.72			08/01/23
		CONCESSIONS								

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FUND 101 GENERAL FUND											
101-2253-423.72-41	OPERATING SUPPLIES / THE FALLS CONCESSIONS										
69		02/24 AP		07/11/23	0000000	DIPPIN' DOTS, LLC	1,820.32			08/01/23	
		DIPPIN DOTS									
69		02/24 AP		07/11/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23	
		9 PIZZAS									
69		02/24 AP		07/11/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23	
		9 PIZZAS									
69		02/24 AP		07/10/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23	
		9 PIZZAS									
69		02/24 AP		07/10/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23	
		9 PIZZAS									
69		02/24 AP		07/10/23	0000000	PAPA JOHN'S PIZZA	33.00			08/01/23	
		4 PIZZAS									
69		02/24 AP		07/10/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23	
		9 PIZZAS									
50		02/24 AP		07/09/23	0000000	PAPA JOHN'S PIZZA	74.25			08/01/23	
		9 PIZZAS									
50		02/24 AP		07/09/23	0000000	PAPA JOHN'S PIZZA	41.25			08/01/23	
		5 PIZZAS									
50		02/24 AP		07/08/23	0000000	PAPA JOHN'S PIZZA	49.50			08/01/23	
		6 PIZZAS									
50		02/24 AP		07/08/23	0000000	PAPA JOHN'S PIZZA	24.75			08/01/23	
		3 PIZZAS									
50		02/24 AP		07/07/23	0000000	PAPA JOHN'S PIZZA	49.50			08/01/23	
		6 PIZZAS									
50		02/24 AP		07/06/23	0000000	PAPA JOHN'S PIZZA	49.50			08/01/23	
		6 PIZZAS									
		ACCOUNT TOTAL						9,252.81	.00	9,252.81	
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS											
2262		12/23 AP		07/19/23	0000000	ACCO UNLIMITED CORPORATION	2,515.10			08/01/23	
		CL2 & ACID									
99		02/24 AP		07/18/23	0000000	ACCO UNLIMITED CORPORATION	3,059.90			08/01/23	
		CL2, ACID, SODIUM BICARB									
50		02/24 AP		07/07/23	0000000	ACCO UNLIMITED CORPORATION	1,196.20			08/01/23	
		ACID/CHLORINE									
		ACCOUNT TOTAL						6,771.20	.00	6,771.20	
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
2262		12/23 AP		07/25/23	0000000	BLACK HAWK TENNIS CLUB	7,240.00			08/01/23	
		CONDUCTING TENNIS PROGRAM									
		6/12/23 - 7/24/23									
50		02/24 AP		07/12/23	0000000	CEDAR FALLS RUGBY	1,047.00			08/01/23	
		CONDUCTING RUGBY CLUB									
		JUNE 1-JULY 6									
		ACCOUNT TOTAL						8,287.00	.00	8,287.00	

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FUND 101 GENERAL FUND									
101-2253-423.86-30					REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP				
50		02/24	AP	07/07/23	0000000 ARAMARK	26.25		08/01/23	
					REC CENTER MATS				
50		02/24	AP	07/01/23	0000000 IWMC	58.00		08/01/23	
					WATER MANAGEMENT SERVICE				
					ACCOUNT TOTAL	84.25	.00	84.25	
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.									
2237		12/23	AP	05/18/23	0000000 CARRICO AQUATIC RESOURCES INC	46.32		08/01/23	
					CHEM TUBING CONNECTORS				
99		02/24	AP	07/20/23	0000000 CITY LAUNDERING CO.	58.16		08/01/23	
					RESTOCK FAC 1ST AID				
69		02/24	AP	07/11/23	0000000 ACCO UNLIMITED CORPORATION	55.34		08/01/23	
					INJECTOR DUCKBILL VALVES				
69		02/24	AP	07/11/23	0000000 ACCO UNLIMITED CORPORATION	95.30		08/01/23	
					INSTALLED INJECTOR VALVE				
					ACCOUNT TOTAL	255.12	.00	255.12	
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
56		02/24	AP	07/14/23	0000000 O'DONNELL ACE HARDWARE	16.68		08/01/23	
					LIGHT BULBS, TAPE				
56		02/24	AP	07/12/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	55.90		08/01/23	
					11x17 PRINTER PAPER				
					ACCOUNT TOTAL	72.58	.00	72.58	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES									
56		02/24	AP	07/20/23	0000000 SIGNS BY TOMORROW	10.00		08/01/23	
					HARDINGER LABELS FOR PERMANENT COLLECTION				
					ACCOUNT TOTAL	10.00	.00	10.00	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
56		02/24	AP	07/21/23	0000000 ARAMARK	13.74		08/01/23	
					MAT SERVICE				
56		02/24	AP	07/17/23	0000000 TRIFLEMORE	300.00		08/01/23	
					TRIFLEMORE ON 9/7/23 PERFORMANCE				
56		02/24	AP	07/07/23	0000000 ARAMARK	13.74		08/01/23	
					MAT SERVICE				
56		02/24	AP	07/07/23	0000000 TRITILE, THOMAS	240.00		08/01/23	
					SONGBOOK TRIO AUG-NOV 4 PERFORMANCES				
56		02/24	AP	07/07/23	0000000 JACOBSON, ALLAN	240.00		08/01/23	
					SONGBOOK TRIO AUG-NOV 4 PERFORMANCES				
56		02/24	AP	07/07/23	0000000 ALTHOF, STEPHANIE	240.00		08/01/23	

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FUND 101 GENERAL FUND									
101-2280-423.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				continued
					SONGBOOK TRIO AUG-NOV				
					4 PERFORMANCES				
					ACCOUNT TOTAL	1,047.48	.00	1,047.48	
101-2280-423.81-06					PROFESSIONAL SERVICES / PRINTING & PUBLICATION				
56		02/24 AP		07/20/23	0000000 KAREN'S PRINT-RITE	64.20			08/01/23
					HARDINGER POSTCARDS				
					ACCOUNT TOTAL	64.20	.00	64.20	
101-2280-423.83-04					TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
105		02/24 AP		06/21/23	0000000 NORTH AMERICAN RECIPROCAL MUS	200.00			08/01/23
					1 YEAR MEMBERSHIP				
					ACCOUNT TOTAL	200.00	.00	200.00	
101-2280-423.89-33					MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM				
56		02/24 AP		07/21/23	0000000 SMALL WORKS INC.	1,594.84			08/01/23
					CHEN FRAMING AND SHIPPING FOR PERMANENT COLLECTION				
56		02/24 AP		07/20/23	0000000 GLASRUD, EVA	350.00			08/01/23
					PARTY ON PATIO 7/20/23				
					ACCOUNT TOTAL	1,944.84	.00	1,944.84	
101-4511-414.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
80		02/24 AP		07/12/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	9.12			08/01/23
					COPY PAPER				
					ACCOUNT TOTAL	9.12	.00	9.12	
101-4511-414.72-02					OPERATING SUPPLIES / LAUNDRY				
2250		12/23 AP		06/23/23	0000000 ARAMARK	24.60			08/01/23
					TOWELS/MATS-PSS BUILDING				
2250		12/23 AP		06/23/23	0000000 ARAMARK	7.25			08/01/23
					TOWELS - STATION #2				
68		02/24 AP		07/09/23	0000000 ARAMARK	7.25			08/01/23
					TOWELS-STATION #2				
68		02/24 AP		07/09/23	0000000 ARAMARK	24.60			08/01/23
					MATS &TOWELS-PSS BUILDING				
					ACCOUNT TOTAL	63.70	.00	63.70	
101-4511-414.72-07					OPERATING SUPPLIES / EMS/RESCUE SUPPLIES				

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FUND 101 GENERAL FUND										
101-4511-414.72-07						OPERATING SUPPLIES / EMS/RESCUE SUPPLIES				
2250		12/23	AP	06/19/23	0000000	OUTDOOR & MORE	199.90			08/01/23
						FUEL FOR RESCUE EQUIP				
						4CYCL ASPEN FUEL 5GAL X2				
						ACCOUNT TOTAL	199.90	.00	199.90	
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR										
68		02/24	AP	07/10/23	0000000	PROP SHOP OF CEDAR FALLS	121.99			08/01/23
						PROPELLER+INSTALLATION				
						ZODIAC #572 PROP REPLACMT				
						ACCOUNT TOTAL	121.99	.00	121.99	
101-4511-414.72-10 OPERATING SUPPLIES / FIRE PREVENTION										
68		02/24	AP	07/19/23	0000000	MENARDS-CEDAR FALLS	50.85			08/01/23
						SUPPLIES-KIDS FIRE ACADEM				
						12 BUCKETS/LATHE				
68		02/24	AP	07/08/23	0000000	MENARDS-CEDAR FALLS	144.46			08/01/23
						LUMBER, PAINT, SUPPLIES FOR				
						KIDS FIRE ACADEMY PROP				
						ACCOUNT TOTAL	195.31	.00	195.31	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
2250		12/23	AP	04/17/23	0000000	ENTENMANN-ROVIN CO.	1,793.20			08/01/23
						FIRE BADGES				
						8FF; 3LT; 3CHIEF				
						ACCOUNT TOTAL	1,793.20	.00	1,793.20	
101-4511-414.72-23 OPERATING SUPPLIES / RADIO & MDC FEES										
68		02/24	AP	07/21/23	0000000	BLACK HAWK CO.E911-TREASURER	300.00			08/01/23
						3 LICENSES W/SHIELD TECH				
						SW MOBILE - FY'24				
68		02/24	AP	07/12/23	0000000	BLACK HAWK CO.E911-TREASURER	3,350.71			08/01/23
						FIRE EDACS FEE;JUL-SEP'23				
						ACCOUNT TOTAL	3,650.71	.00	3,650.71	
101-4511-414.72-78 OPERATING SUPPLIES / FIRE INVESTIGATIONS										
2250		12/23	AP	06/26/23	0000000	SANDRY FIRE SUPPLY, L.L.C.	192.70			08/01/23
						1 FIRE INVESTIGATORS KIT				
						ACCOUNT TOTAL	192.70	.00	192.70	
101-4511-414.72-91 OPERATING SUPPLIES / CODE ENFORCEMENT										
68		02/24	AP	07/06/23	0000000	O'DONNELL ACE HARDWARE	13.69			08/01/23
						PADLOCK FOR 1312 CLAY				
						SECURE BLDG 7/6-FIRE ASST				
68		02/24	AP	07/06/23	0000000	O'DONNELL ACE HARDWARE	36.67			08/01/23

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FUND 101 GENERAL FUND									
101-4511-414.72-91					OPERATING SUPPLIES / CODE ENFORCEMENT				continued
					PADLOCK/LATCH-1312 CLAY				
					SECURE BLDG 7/6-FIRE ASST				
					ACCOUNT TOTAL	50.36	.00	50.36	
101-4511-414.73-10					OTHER SUPPLIES / HEADQUARTER SUPPLIES				
2250		12/23	AP	06/30/23	0000000 MENARDS-CEDAR FALLS	16.84			08/01/23
					SUPPLIES - STATION #3				
2250		12/23	AP	06/21/23	0000000 SIGNS BY TOMORROW	816.50			08/01/23
					UPDATE GRAPHICS ON #541				
68		02/24	AP	07/18/23	0000000 SIGNS BY TOMORROW	270.00			08/01/23
					UPDATE GRAPHICS ON #541				
					"EMS/RESCUE" SIGNAGE				
					ACCOUNT TOTAL	1,103.34	.00	1,103.34	
101-4511-414.81-46					PROFESSIONAL SERVICES / EMERGENCY MANAGEMENT				
68		02/24	AP	06/16/23	0000000 BLACK HAWK CO.EMERGENCY MGMT.	67,566.25			08/01/23
					FY24 EMA OPERATING BUDGET				
					ACCOUNT TOTAL	67,566.25	.00	67,566.25	
101-4511-414.83-06					TRANSPORTATION&EDUCATION / EDUCATION				
68		02/24	AP	07/06/23	0000000 FIRE SERVICE TRNG. BUREAU	50.00			08/01/23
					CERT FEES;HOEFT				
					DRIVER OPERATOR PUMPER				
					ACCOUNT TOTAL	50.00	.00	50.00	
101-4511-414.86-01					REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
2250		12/23	AP	06/14/23	0000000 CAMPBELL SUPPLY WATERLOO	498.00			08/01/23
					2 BATTERIES FOR #502 FAN				
					M18 BATT REDLITH XC8.0				
					ACCOUNT TOTAL	498.00	.00	498.00	
101-4511-414.89-40					MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
2250		12/23	AP	06/19/23	0000000 WERTJES UNIFORMS	55.74			08/01/23
					FIRE UNIFORM;KRUEGER				
2250		12/23	AP	06/09/23	0000000 WERTJES UNIFORMS	119.98			08/01/23
					FIRE UNIFORM;KRUEGER				
68		02/24	AP	07/06/23	0000000 EMBLEM ENTERPRISES, INC.	380.85			08/01/23
					FIRE RESCUE MALTESE PATCH				
					ACCOUNT TOTAL	556.57	.00	556.57	
101-4511-414.93-01					EQUIPMENT / EQUIPMENT				

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FUND 101 GENERAL FUND								
101-4511-414.93-01					EQUIPMENT / EQUIPMENT			continued
68		02/24 AP		07/18/23	0000000 O'DONNELL ACE HARDWARE	308.33		08/01/23
					GRILL/GRIDDLE W/TOOLS & COVER			
68		02/24 AP		07/12/23	0000000 TOYNE, INC.	2,547.52		08/01/23
					ELCTROMECHANICAL SIREN FD ENGINE #502			
					ACCOUNT TOTAL	2,855.85	.00	2,855.85
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
80		02/24 AP		07/12/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	5.70		08/01/23
					COPY PAPER			
79		02/24 AP		07/06/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	376.08		08/01/23
					COPY PAPER;FILES BOXES; BUBBLE MAILERS;DIVIDERS			
					ACCOUNT TOTAL	381.78	.00	381.78
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
2251		12/23 AP		07/03/23	0000000 SHRED-IT USA	70.77		08/01/23
					ON-SITE DOC.DESTRUCTION 6/13/23 SERVICE 4600SMAIN			
2251		12/23 AP		07/03/23	0000000 MIRACLE CAR WASH, INC.	62.00		08/01/23
					CAR WASH;6/6 & 6/8/23 LIC#HRU928 &JUZI10 INVEST			
2251		12/23 AP		06/30/23	0000000 RASMUSSEN CO., THE	100.00		08/01/23
					TOW; CFS#23-053988 RECOVERD STOLEN VEHICLE			
2250		12/23 AP		06/23/23	0000000 ARAMARK	18.61		08/01/23
					MATS-PSS BUILDING			
2251		12/23 AP		05/23/23	0000000 VARSITY CLEAN-CF	28.00		08/01/23
					CLEANING; 2 TABLECLOTHS EDUCAT/RECRUITMENT EVENTS			
79		02/24 AP		07/11/23	0000000 MARTIN BROS.DISTRIBUTING	82.18		08/01/23
					KITCHEN SUPPLIES;PLATES			
68		02/24 AP		07/09/23	0000000 ARAMARK	18.61		08/01/23
					MATS-PSS BUILDING			
					ACCOUNT TOTAL	380.17	.00	380.17
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT								
2251		12/23 AP		06/22/23	0000000 MIDWEST DEFENSE SOLUTIONS, LL	1,068.12		08/01/23
					1 VEST - TJ TAYLOR			
2251		12/23 AP		06/22/23	0000000 WERTJES UNIFORMS	32.00		08/01/23
					OPT.EQUIP ALLOW-BECKNER 4 BELT KEEPERS			
					ACCOUNT TOTAL	1,100.12	.00	1,100.12
101-5521-415.72-23 OPERATING SUPPLIES / RADIO & MDC FEES								
79		02/24 AP		07/21/23	0000000 BLACK HAWK CO.E911-TREASURER	875.00		08/01/23
					AVL INTERFACE SW MOBILE 13 SHIELDWARE LIC FY'24			
79		02/24 AP		07/12/23	0000000 BLACK HAWK CO.E911-TREASURER	5,120.90		08/01/23

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FUND 101 GENERAL FUND									
101-5521-415.72-23						OPERATING SUPPLIES / RADIO & MDC FEES			continued
						POL.EDACS FEES;JUL-SEP'23			
						ACCOUNT TOTAL	5,995.90	.00	5,995.90
101-5521-415.72-24						OPERATING SUPPLIES / AMMUNITION			
2251	12/23	AP		03/07/23	0000000	KIESLER'S POLICE SUPPLY, INC.	3,345.60		08/01/23
						FED TACTICAL 223REM X12 SIERRA BOATTAIL HOLLOW			
						ACCOUNT TOTAL	3,345.60	.00	3,345.60
101-5521-415.72-29						OPERATING SUPPLIES / SWAT EQUIPMENT			
79	02/24	AP		07/13/23	0000000	FOX Fury	593.97		08/01/23
						SWAT EQUIP - 3 TEDD'S TACT.ELECT.DISTRRACT DEVIC			
						ACCOUNT TOTAL	593.97	.00	593.97
101-5521-415.72-33						OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM			
2251	12/23	AP		06/22/23	0000000	WERTJES UNIFORMS	28.50		08/01/23
						RESERVE OFFCR UNFRM/EQUIP DUBOIS -PATCH/SEW ON VEST			
2251	12/23	AP		06/14/23	0000000	WERTJES UNIFORMS	121.80		08/01/23
						RESERVE OFFCR EQUIP/UNFRM JAEGER-SOCKS/2 CUFF KEYS			
2251	12/23	AP		06/01/23	0000000	WERTJES UNIFORMS	43.00		08/01/23
						RESERVE OFFCR EQUIP:SPRAY A.SPRAY EARPIECE			
2251	12/23	AP		06/01/23	0000000	WERTJES UNIFORMS	63.49		08/01/23
						RESERVE OFFCR EQUIP:SPRAY A.SPRAY S/S POLO;PATCHES			
						ACCOUNT TOTAL	256.79	.00	256.79
101-5521-415.83-06						TRANSPORTATION&EDUCATION / EDUCATION			
2251	12/23	AP		06/30/23	0000000	IOWA CO.ATTORNEYS ASSOC.	75.00		08/01/23
						REG.FEE;ACTS OF INTEREST CORALVILLE; ONEILL			
2251	12/23	AP		06/30/23	0000000	IOWA CO.ATTORNEYS ASSOC.	75.00		08/01/23
						REG.FEE;ACTS OF INTEREST CORALVILLE; MADSEN			
						ACCOUNT TOTAL	150.00	.00	150.00
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE			
2251	12/23	AP		06/29/23	0000000	WERTJES UNIFORMS	66.60		08/01/23
						OFFCR UNFRMS-LECHTENBERG LT COLLAR BRASS/LT PATCH			
2251	12/23	AP		06/27/23	0000000	WERTJES UNIFORMS	77.00		08/01/23
						OFFCR UNFRM ALLOW-MIXDORF GLOVES/SOCKS			
2251	12/23	AP		06/22/23	0000000	WERTJES UNIFORMS	420.20		08/01/23
						OFFCR UNFRM ALLOW-BECKNER CARGOS/PANTS/SHIRTS/SHOES			
2251	12/23	AP		06/21/23	0000000	WERTJES UNIFORMS	469.29		08/01/23

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FUND 101 GENERAL FUND								
101-5521-415.89-40	MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				continued			
2251		12/23	AP	06/19/23	0000000 WERTJES UNIFORMS	181.47		08/01/23
2251		12/23	AP	06/15/23	0000000 WERTJES UNIFORMS	55.00		08/01/23
2251		12/23	AP	06/09/23	0000000 WERTJES UNIFORMS	148.00		08/01/23
2251		12/23	AP	06/09/23	0000000 WERTJES UNIFORMS	16.00		08/01/23
2251		12/23	AP	06/09/23	0000000 WERTJES UNIFORMS	368.48		08/01/23
					ACCOUNT TOTAL	1,802.04	.00	1,802.04
101-5521-415.93-01 EQUIPMENT / EQUIPMENT								
2267		12/23	AP	07/19/23	0000000 KELTEK INCORPORATED	6,916.16		08/01/23
68		02/24	AP	07/18/23	0000000 O'DONNELL ACE HARDWARE	308.32		08/01/23
					ACCOUNT TOTAL	7,224.48	.00	7,224.48
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY								
2251		12/23	AP	07/07/23	0000000 CEDAR BEND HUMANE SOCIETY	6,602.90		08/01/23
2251		12/23	AP	07/03/23	0000000 WATERLOO, CITY OF	11,636.10		08/01/23
2251		12/23	AP	05/01/23	0000000 WATERLOO, CITY OF	7,836.15		08/01/23
2251		12/23	AP	05/01/23	0000000 WATERLOO, CITY OF	305.55		08/01/23
					ACCOUNT TOTAL	26,380.70	.00	26,380.70
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
2230		12/23	AP	06/30/23	0000000 MENARDS-CEDAR FALLS	11.17		08/01/23
2242		12/23	AP	05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.49		08/01/23
2242		12/23	AP	05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.04		08/01/23
103		02/24	AP	07/19/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.39		08/01/23
					ACCOUNT TOTAL	20.09	.00	20.09

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FUND 101 GENERAL FUND									
101-6616-446.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				
2253				12/23 AP 06/30/23 0000000	IOWA PRISON INDUSTRIES	690.36		08/01/23	
					HVAC FILTERS				
2230				12/23 AP 06/29/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	206.09		08/01/23	
					TISSUE, LINERS, SOAP				
2230				12/23 AP 06/23/23 0000000	O'DONNELL ACE HARDWARE	66.68		08/01/23	
					HOSE AND NOZZLE				
2230				12/23 AP 06/21/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	168.19		08/01/23	
					LINERS, TISSUE, SOAP AND TOWELS				
2230				12/23 AP 06/13/23 0000000	MENARDS-CEDAR FALLS	39.66		08/01/23	
					SOFTNER SALT				
2242				12/23 AP 05/23/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	3.49		08/01/23	
					CLIPBOARD AND PENS				
2242				12/23 AP 05/23/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04		08/01/23	
					OFFICE PAPER				
2253				12/23 AP 05/23/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	876.96		08/01/23	
					DETERGENT, LINERS, TOWELS TISSUE				
2253				12/23 AP 05/23/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	43.99		08/01/23	
					LINERS				
2253				12/23 AP 05/23/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	514.62		08/01/23	
					TOWELS AND SOAP				
103				02/24 AP 07/19/23 0000000	ECHO GROUP, INC.	28.70		08/01/23	
					LIGHT BALLAST				
103				02/24 AP 07/19/23 0000000	IA.DIV.LABOR-BOILER/ELEVATOR	75.00		08/01/23	
					ELEVATOR PERMIT				
103				02/24 AP 07/19/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.39		08/01/23	
					PAPER AND PENS				
103				02/24 AP 07/19/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	269.44		08/01/23	
					LINERS AND TISSUE				
103				02/24 AP 07/19/23 0000000	O'DONNELL ACE HARDWARE	46.99		08/01/23	
					LOCK BOX				
63				02/24 AP 07/17/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	552.41		08/01/23	
					SANITIZER, TOWELS, TISSUE SOAP				
63				02/24 AP 07/14/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	179.85		08/01/23	
					SOAP				
103				02/24 AP 07/12/23 0000000	ECHO GROUP, INC.	2,601.00		08/01/23	

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FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued			
GALLERY LIGHTING										
PROJECT#: 062505										
	63	02/24 AP		07/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1,443.98			08/01/23
SOAP/LINERS/TOWELS/TISSUE										
PROJECT#: 062507										
	63	02/24 AP		07/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	464.77			08/01/23
BOWL CLEANER/SOAP/LINERS TISSUE										
PROJECT#: 062515										
	63	02/24 AP		07/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT		29.38		08/01/23
CREDIT										
	63	02/24 AP		07/10/23	0000000	OFFICE EXPRESS OFFICE PRODUCT		110.04		08/01/23
CREDIT										
	63	02/24 AP		07/05/23	0000000	MENARDS-CEDAR FALLS	37.97			08/01/23
BOWL BRUSH, POWER CORD										
PROJECT#: 062506										
ACCOUNT TOTAL							8,315.58	139.42		8,176.16
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
	2253	12/23 AP		05/23/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	227.28			08/01/23
TRASH CONTAINERS										
PROJECT#: 062501										
	63	02/24 AP		07/06/23	0000000	MENARDS-CEDAR FALLS	347.47			08/01/23
DEHUMIDIFIER/STORAGE BINS										
PROJECT#: 062503										
ACCOUNT TOTAL							574.75	0.00		574.75
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
	2267	12/23 AP		07/05/23	0000000	AIRE SERV.OF THE CEDAR VALLEY	373.13			08/01/23
HVAC REPAIR										
PROJECT#: 062506										
	2230	12/23 AP		06/30/23	0000000	O'DONNELL ACE HARDWARE	47.71			08/01/23
CAULK										
PROJECT#: 062506										
	2230	12/23 AP		06/23/23	0000000	MENARDS-CEDAR FALLS	63.37			08/01/23
CONDUIT										
PROJECT#: 062506										
	2230	12/23 AP		06/23/23	0000000	MENARDS-CEDAR FALLS	50.61			08/01/23
CAULK										
PROJECT#: 062509										
	2230	12/23 AP		06/21/23	0000000	MENARDS-CEDAR FALLS	33.74			08/01/23
CAULK										
PROJECT#: 062509										
	2230	12/23 AP		06/02/23	0000000	O'DONNELL ACE HARDWARE	14.16			08/01/23
HOSE CLAMPS										
PROJECT#: 062501										

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FUND 101 GENERAL FUND								
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued		
103		02/24	AP	07/19/23	0000000 HAWKEYE ALARM & SIGNAL CO. ALARM DIALER AND REPAIR	283.00		08/01/23
PROJECT#:		062511						
95		02/24	AP	07/17/23	0000000 O'DONNELL ACE HARDWARE EXTERIOR OUTLET	33.99		08/01/23
PROJECT#:		062505						
95		02/24	AP	07/11/23	0000000 O'DONNELL ACE HARDWARE SCREWS	32.98		08/01/23
PROJECT#:		062503						
48		02/24	AP	07/06/23	0000000 STICKFORT ELECTRIC CO., INC. FLOOR OUTLET COVER	2,050.00		08/01/23
PROJECT#:		062503						
95		02/24	AP	07/06/23	0000000 ULINE, INC. CANOPY CLEARANCE BARS	340.80		08/01/23
PROJECT#:		062508						
48		02/24	AP	07/05/23	0000000 O'DONNELL ACE HARDWARE POWER STRIP	43.99		08/01/23
PROJECT#:		062510						
ACCOUNT TOTAL						3,367.48	.00	3,367.48
101-6616-446.73-41 OTHER SUPPLIES / CIVIL DEFENSE SIRENS								
48		02/24	AP	07/07/23	0000000 RADIO COMMUNICATIONS CO., INC. SIREN REPAIR	1,674.29		08/01/23
ACCOUNT TOTAL						1,674.29	.00	1,674.29
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL								
2230		12/23	AP	07/01/23	0000000 PLUNKETT'S PEST CONTROL, INC PEST CONTROL	24.96		08/01/23
PROJECT#:		062508						
2230		12/23	AP	07/01/23	0000000 PLUNKETT'S PEST CONTROL, INC PEST CONTROL	49.19		08/01/23
PROJECT#:		062506						
2230		12/23	AP	07/01/23	0000000 PLUNKETT'S PEST CONTROL, INC PEST CONTROL	247.50		08/01/23
PROJECT#:		062501						
2230		12/23	AP	07/01/23	0000000 PLUNKETT'S PEST CONTROL, INC PEST CONTROL	32.10		08/01/23
PROJECT#:		062510						
2230		12/23	AP	07/01/23	0000000 PLUNKETT'S PEST CONTROL, INC PEST CONTROL	26.75		08/01/23
PROJECT#:		062505						
2230		12/23	AP	07/01/23	0000000 PLUNKETT'S PEST CONTROL, INC PEST CONTROL	77.50		08/01/23
PROJECT#:		062514						
2230		12/23	AP	07/01/23	0000000 PLUNKETT'S PEST CONTROL, INC	218.82		08/01/23

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FUND 101 GENERAL FUND									
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued			
PEST CONTROL									
PROJECT#: 062507									
2230		12/23	AP	07/01/23	0000000	PLUNKETT'S PEST CONTROL, INC	85.60		08/01/23
PEST CONTROL									
PROJECT#: 062515									
2242		12/23	AP	06/06/23	0000000	PLUNKETT'S PEST CONTROL, INC	182.00		08/01/23
PEST CONTROL									
PROJECT#: 062503									
95		02/24	AP	07/05/23	0000000	PLUNKETT'S PEST CONTROL, INC	42.00		08/01/23
PEST CONTROL									
PROJECT#: 062506									
ACCOUNT TOTAL							986.42	.00	986.42
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
2237		12/23	AP	06/29/23	0000000	PRINT INNOVATIONS	365.00		08/01/23
FITNESS COORDINATOR									
2230		12/23	AP	06/23/23	0000000	OFFICE WINDOW COVERINGS	31.35		08/01/23
ARAMARK									
PROJECT#: 062501									
2230		12/23	AP	06/23/23	0000000	ARAMARK	130.90		08/01/23
MAT SERVICE									
PROJECT#: 062506									
2230		12/23	AP	06/14/23	0000000	NATIONAL ELEVATOR INSPECTION	80.00		08/01/23
ELEVATOR INSPECTION SERV.									
PUBLIC SAFETY									
PROJECT#: 062501									
2253		12/23	AP	06/09/23	0000000	ARAMARK	130.90		08/01/23
MAT/TOWEL SERVICE									
PROJECT#: 062506									
2253		12/23	AP	06/09/23	0000000	ARAMARK	31.35		08/01/23
MAT SERVICE									
PROJECT#: 062501									
2243		12/23	AP	05/30/23	0000000	WOODMAN CONTROLS COMPANY	1,200.00		08/01/23
TECH SUPPORT PROGRAM									
BILLING									
PROJECT#: 062507									
2253		12/23	AP	05/03/23	0000000	CHRISTIE DOOR COMPANY	90.00		08/01/23
DOOR CONTROLLER (2)									
PROJECT#: 062511									
103		02/24	AP	07/21/23	0000000	ARAMARK	31.35		08/01/23
MAT SERVICE									
PROJECT#: 062501									
103		02/24	AP	07/21/23	0000000	ARAMARK	134.80		08/01/23
MAT AND TOWEL SERVICE									
PROJECT#: 062506									
63		02/24	AP	07/07/23	0000000	ARAMARK	31.35		08/01/23
MAT SERVICE									
PROJECT#: 062501									
63		02/24	AP	07/07/23	0000000	ARAMARK	134.80		08/01/23

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FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS							continued		
MAT/TOWEL SERVICE									
PROJECT#: 062506									
48		02/24	AP	07/01/23	0000000	FRESH START CLEANING SOLUTION	22,950.00		08/01/23
JANITORIAL SERVICES									
48		02/24	AP	07/01/23	0000000	HAWKEYE COMMUNICATION/FANDEL	564.00		08/01/23
FIRE SYSTEM MONITORING FY24									
PROJECT#: 062506									
ACCOUNT TOTAL							25,905.80	.00	25,905.80
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING									
2230		12/23	AP	06/16/23	0000000	AIRE SERV.OF THE CEDAR VALLEY	220.00		08/01/23
BI-ANNUAL MAINTENANCE FIRE STATION #1									
PROJECT#: 062510									
2230		12/23	AP	06/16/23	0000000	AIRE SERV.OF THE CEDAR VALLEY	165.00		08/01/23
BI-ANNUAL MAINTENANCE THE FALLS									
PROJECT#: 062515									
2230		12/23	AP	06/16/23	0000000	AIRE SERV.OF THE CEDAR VALLEY	275.00		08/01/23
BI-ANNUAL MAINTENANCE HEARST									
PROJECT#: 062505									
ACCOUNT TOTAL							660.00	.00	660.00
101-6616-446.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
2230		12/23	AP	06/29/23	0000000	SIGNS BY TOMORROW	228.75		08/01/23
SIGNAGE									
PROJECT#: 062506									
2230		12/23	AP	06/29/23	0000000	SIGNS BY TOMORROW	145.50		08/01/23
SIGNAGE									
PROJECT#: 062511									
ACCOUNT TOTAL							374.25	.00	374.25
101-6616-446.93-01 EQUIPMENT / EQUIPMENT									
2230		12/23	AP	06/30/23	0000000	KOCH CONSTRUCTION, INC.	7,370.14		08/01/23
EXTERIOR DOOR REPLACEMENT CIP#157 REC CENTER									
PROJECT#: 062507									
ACCOUNT TOTAL							7,370.14	.00	7,370.14
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2230		12/23	AP	06/30/23	0000000	TESTAMERICA LABORATORIES, INC	42.00		08/01/23
PRO SHOP WATER TEST									
48		02/24	AP	06/29/23	0000000	IOWA DEPT-NATURAL RESOURCES	25.00		08/01/23
WATER SUPPLY ANNUAL FEE PHEASANT RIDGE FY24									

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FUND 101 GENERAL FUND								
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE						continued		
ACCOUNT TOTAL						67.00	.00	67.00
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
100		02/24 AP		07/17/23	0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	19.00		08/01/23
ACCOUNT TOTAL						19.00	.00	19.00
101-6625-432.71-08 OFFICE SUPPLIES / PUBLIC ADVERTISING								
2264		12/23 AP		07/06/23	0000000 QUESTCDN 23 SIDEWALK ASSESS	252.00		08/01/23
ACCOUNT TOTAL						252.00	.00	252.00
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE								
38		02/24 AP		07/12/23	0000000 U.S. GEOLOGICAL SURVEY CEDAR RIVER-ANNUAL STREAMGAGING & DISCHARGE	11,590.00		08/01/23
ACCOUNT TOTAL						11,590.00	.00	11,590.00
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
2242		12/23 AP		05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT CLIPBOARD AND PENS	13.10		08/01/23
2242		12/23 AP		05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT OFFICE PAPER	11.40		08/01/23
103		02/24 AP		07/19/23	0000000 OFFICE EXPRESS OFFICE PRODUCT PAPER AND PENS	8.97		08/01/23
ACCOUNT TOTAL						33.47	.00	33.47
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
2230		12/23 AP		06/30/23	0000000 FOSTER'S, INC. CHEMICAL WEED KILLER	177.18		08/01/23
2230		12/23 AP		06/30/23	0000000 ZIMCO SUPPLY CO. FERTILIZER	265.75		08/01/23
2242		12/23 AP		06/30/23	0000000 CULLIGAN WATER CONDITIONING WATER FOR PARKS 606 BLDG	39.74		08/01/23
2230		12/23 AP		06/29/23	0000000 MENARDS-CEDAR FALLS CHAIN CONNECTIONS	122.10		08/01/23
2230		12/23 AP		06/29/23	0000000 O'DONNELL ACE HARDWARE PRUNERS	116.95		08/01/23
2230		12/23 AP		06/29/23	0000000 ZIMCO SUPPLY CO. FERTILIZER	497.00		08/01/23

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FUND 101 GENERAL FUND								
101-6633-423.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES		continued	
2230		12/23 AP		06/28/23	0000000 O'DONNELL ACE HARDWARE	17.94		08/01/23
					S HOOKS TABLES FOR PARKS			
2230		12/23 AP		06/27/23	0000000 ZIMCO SUPPLY CO.	200.00		08/01/23
					HERBICIDE			
2230		12/23 AP		06/22/23	0000000 WAPSIE PINES LAWN CARE/LANDSC	93.94		08/01/23
					PLANTS			
2230		12/23 AP		06/21/23	0000000 MENARDS-CEDAR FALLS	55.98		08/01/23
					POWER WASHER HOSE			
2230		12/23 AP		06/20/23	0000000 BENTON BUILDING CENTER	16.18		08/01/23
					GRAFFITI REMOVER			
2230		12/23 AP		05/12/23	0000000 WAPSIE PINES LAWN CARE/LANDSC	839.97		08/01/23
					SERLEY BLVD CRABAPPLES			
2242		12/23 AP		01/21/23	0000000 BUILDERS SELECT LLC	9.99		08/01/23
					SIDING TOOL PARKS			
94		02/24 AP		07/21/23	0000000 DIAMOND VOGEL PAINT - #52	122.10		08/01/23
					PAINT AND STAIN			
94		02/24 AP		07/20/23	0000000 BUILDERS SELECT LLC	47.99		08/01/23
					SHINGLES ROOF REPAIR			
94		02/24 AP		07/19/23	0000000 BUILDERS SELECT LLC	15.96		08/01/23
					QUICKCRETE			
94		02/24 AP		07/19/23	0000000 BENTON BUILDING CENTER	17.73		08/01/23
					ISLAND PARK DROP TOLIET			
94		02/24 AP		07/19/23	0000000 BENTON BUILDING CENTER	106.80		08/01/23
					ISLAND PARK DROP TOLIET			
94		02/24 AP		07/19/23	0000000 BENTON BUILDING CENTER	46.57		08/01/23
					ISLAND PARK DROP TOLIET			
94		02/24 AP		07/19/23	0000000 DIAMOND VOGEL PAINT - #52	301.32		08/01/23
					ISLAND PARK DROP TOLIET			
63		02/24 AP		07/14/23	0000000 BENTON BUILDING CENTER	447.54		08/01/23
					ISLAND PARK SHELTER EAGLE			
63		02/24 AP		07/14/23	0000000 BUILDERS SELECT LLC	698.85		08/01/23
					ISLAND PARK SHELTER EAGLE			
95		02/24 AP		07/14/23	0000000 MENARDS-CEDAR FALLS	356.86		08/01/23
					ISLAND PARK SHELTER EAGLE			
95		02/24 AP		07/14/23	0000000 MENARDS-CEDAR FALLS	2.75		08/01/23
					ISLAND PARK DISC COURSE			
63		02/24 AP		07/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	31.71		08/01/23
					PADFOLIO AND GRAPH PAD			
94		02/24 AP		07/13/23	0000000 BENTON'S READY MIX CONCRETE,	973.00		08/01/23
					CONCRETE-ISLAND DISC GOLF			
95		02/24 AP		07/12/23	0000000 O'DONNELL ACE HARDWARE	15.69		08/01/23
					ROLLER COVER			
95		02/24 AP		07/11/23	0000000 MENARDS-CEDAR FALLS	2.41		08/01/23
					IRRIGATION PARTS			
48		02/24 AP		07/07/23	0000000 O'DONNELL ACE HARDWARE	10.69		08/01/23
					SOFFIT REPAIR 606 UNION			
95		02/24 AP		07/07/23	0000000 ZIMCO SUPPLY CO.	1,084.00		08/01/23
					FERTILIZER			
63		02/24 AP		07/06/23	0000000 MENARDS-CEDAR FALLS	13.01		08/01/23

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FUND 101 GENERAL FUND								
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued		
48		02/24 AP		07/05/23	0000000 BENTON'S READY MIX CONCRETE, CENTER STREET	232.50		08/01/23
63		02/24 AP		07/03/23	0000000 MENARDS-CEDAR FALLS	51.11		08/01/23
48		02/24 AP		06/29/23	0000000 IOWA DEPT-NATURAL RESOURCES ISLAND PARK FY24	25.00		08/01/23
ACCOUNT TOTAL						7,056.31	.00	7,056.31
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
2230		12/23 AP		06/30/23	0000000 TESTAMERICA LABORATORIES, INC	21.00		08/01/23
80		02/24 AP		06/30/23	0000000 COOLEY PUMPING, LLC 6/19/23-7/16/23	115.00		08/01/23
ACCOUNT TOTAL						136.00	.00	136.00
FUND TOTAL						284,849.00	139.42	284,709.58
FUND 203 TAX INCREMENT FINANCING								
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
2242		12/23 AP		05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	13.10		08/01/23
2242		12/23 AP		05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	11.40		08/01/23
103		02/24 AP		07/19/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	8.97		08/01/23
ACCOUNT TOTAL						33.47	.00	33.47
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS								
63		02/24 AP		07/12/23	0000000 CAMPBELL SUPPLY WATERLOO UTILITY TRUCKS	858.00		08/01/23
48		02/24 AP		07/11/23	0000000 GIERKE-ROBINSON COMPANY, INC. SAW BLADE	322.84		08/01/23
ACCOUNT TOTAL						1,180.84	.00	1,180.84
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES								
95		02/24 AP		07/14/23	0000000 O'DONNELL ACE HARDWARE	3.98		08/01/23
95		02/24 AP		07/12/23	0000000 MENARDS-CEDAR FALLS	208.43		08/01/23

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES						continued			
48		02/24 AP		07/11/23	0000000	BUILDERS SELECT LLC SUPPLIES	25.99		08/01/23
ACCOUNT TOTAL							238.40	.00	238.40
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
95		02/24 AP		07/20/23	0000000	BRAD DEERY FORD SNOW REMOVAL TRUCK AND EQUIPMENT VM00653	22,180.00		08/01/23
ACCOUNT TOTAL							22,180.00	.00	22,180.00
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2242		12/23 AP		06/30/23	0000000	CITY LAUNDERING CO. 1ST AID EYEWASH	30.00		08/01/23
ACCOUNT TOTAL							30.00	.00	30.00
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
63		02/24 AP		07/14/23	0000000	C & C WELDING & SANDBLASTING SHOULDER BOX BAFFEL	485.20		08/01/23
48		02/24 AP		07/05/23	0000000	GIERKE-ROBINSON COMPANY, INC. SAW BLADE	187.93		08/01/23
ACCOUNT TOTAL							673.13	.00	673.13
206-6637-436.73-28 OTHER SUPPLIES / SIDEWALKS									
63		02/24 AP		07/10/23	0000000	BENTON'S READY MIX CONCRETE, SIDEWALK CONCRETE ADA RAMP-15TH STREET	187.00		08/01/23
95		02/24 AP		07/03/23	0000000	WHITE CAP, LP ADA DOMES	551.82		08/01/23
ACCOUNT TOTAL							738.82	.00	738.82
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
2230		12/23 AP		06/30/23	0000000	BMC AGGREGATES L.C. ROADSTONE FOR ALLEYS AND SHOULDERS	1,019.13		08/01/23
2230		12/23 AP		06/30/23	0000000	BMC AGGREGATES L.C. ROADSTONE FOR ROAD SHOULDERS	3,031.43		08/01/23
2242		12/23 AP		06/30/23	0000000	ASPRO, INC. HOT MIX ASPHALT	571.20		08/01/23
2242		12/23 AP		06/30/23	0000000	ASPRO, INC. HOT MIX ASPHALT	355.98		08/01/23
2230		12/23 AP		06/29/23	0000000	BENTON'S READY MIX CONCRETE,	567.00		08/01/23

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
CFU PATCH N. DIVISION STREET continued										
PROJECT#:		062436								
2272		12/23 AP		06/08/23	0143727	ZIMCO SUPPLY CO. GRASS SEED		885.00		08/01/23
PROJECT#:		023266								
103		02/24 AP		07/20/23	0000000	BENTON'S READY MIX CONCRETE, BOX OUTS-TECH PARKWAY	486.00			08/01/23
94		02/24 AP		07/19/23	0000000	BUILDERS SELECT LLC	39.90			08/01/23
94		02/24 AP		07/19/23	0000000	BUILDERS SELECT LLC	7.49			08/01/23
103		02/24 AP		07/18/23	0000000	BENTON'S READY MIX CONCRETE, CFU ON ALAMEDA	695.00			08/01/23
PROJECT#:		062436								
94		02/24 AP		07/15/23	0000000	ASPRO, INC.	1,085.28			08/01/23
94		02/24 AP		07/14/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-BRIARWOOD	729.75			08/01/23
94		02/24 AP		07/14/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-CHANCELLOR DR	364.50			08/01/23
95		02/24 AP		07/14/23	0000000	MENARDS-CEDAR FALLS	34.64			08/01/23
94		02/24 AP		07/13/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-CLAY ST	486.00			08/01/23
94		02/24 AP		07/13/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE-BRIARWOOD	486.00			08/01/23
95		02/24 AP		07/13/23	0000000	MENARDS-CEDAR FALLS REPAIR	38.84			08/01/23
63		02/24 AP		07/12/23	0000000	BITUMINOUS MATERIALS & SUPPLY	2,027.53			08/01/23
48		02/24 AP		07/11/23	0000000	BLACK HAWK RENTAL	159.60			08/01/23
63		02/24 AP		07/10/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR CFU REPAIR 12TH STREET	1,007.75			08/01/23
PROJECT#:		062436								
63		02/24 AP		07/08/23	0000000	ASPRO, INC.	513.06			08/01/23
63		02/24 AP		07/08/23	0000000	ASPRO, INC.	269.94			08/01/23
94		02/24 AP		07/08/23	0000000	BMC AGGREGATES L.C.	1,408.67			08/01/23
94		02/24 AP		07/08/23	0000000	BMC AGGREGATES L.C.	1,064.72			08/01/23
94		02/24 AP		07/08/23	0000000	BMC AGGREGATES L.C.	388.77			08/01/23
63		02/24 AP		07/07/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR CFU REPAIR UNIVERSITY AVE	405.00			08/01/23
PROJECT#:		062436								
48		02/24 AP		07/06/23	0000000	BENTON'S READY MIX CONCRETE,	187.00			08/01/23

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued			
CONCRETE N. DIVISION STREET									
PROJECT#:		062436							
48		02/24 AP		07/05/23	0000000	BENTON'S READY MIX CONCRETE, OAK PARK BLVD	364.50		08/01/23
CONCRETE									
PROJECT#:		062436							
48		02/24 AP		07/01/23	0000000	BENTON'S READY MIX CONCRETE, N. DIVISION STREET	660.25		08/01/23
CONCRETE									
PROJECT#:		062436							
ACCOUNT TOTAL							18,454.93	885.00	17,569.93
206-6637-436.81-18 PROFESSIONAL SERVICES / INRCOG									
80		02/24 AP		07/14/23	0000000	IOWA NORTHLAND REGIONAL CO. O MEMBERSHIP DUES FY24	7,192.63		08/01/23
ACCOUNT TOTAL							7,192.63	.00	7,192.63
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM									
2264		12/23 AP		06/05/23	0000000	QUESTCDN	330.00		08/01/23
3298-2023 ALLEY RECON 15 BIDS									
PROJECT#:		023298							
38		02/24 AP		07/19/23	0000000	VIETH CONSTRUCTION CORPORATIO	29,214.88		08/01/23
3298-2023 ALLEY RECON									
PROJECT#:		023298							
ACCOUNT TOTAL							29,544.88	.00	29,544.88
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
38		02/24 AP		07/20/23	0000000	PETERSON CONTRACTORS	229,591.76		08/01/23
3240-W 27TH STREET RECON									
PROJECT#:		023240							
ACCOUNT TOTAL							229,591.76	.00	229,591.76
206-6637-436.93-01 EQUIPMENT / EQUIPMENT									
2242		12/23 AP		06/28/23	0000000	STIVERS FORD, INC.	43,635.00		08/01/23
PW ADMIN VEHICLE #046 PW03279									
63		02/24 AP		07/06/23	0000000	BLACK HAWK RENTAL	22,055.90		08/01/23
24K TRAILER PW03280									
103		02/24 AP		07/06/23	0000000	CLARK EQUIPMENT COMPANY	82,977.88		08/01/23
E60 MINI EXCAVATOR PW03283									
103		02/24 AP		07/06/23	0000000	CLARK EQUIPMENT COMPANY	6,354.20		08/01/23
E60 MINI EXCAVATOR PLATE COMPACTOR PW03283									
103		02/24 AP		07/06/23	0000000	CLARK EQUIPMENT COMPANY	9,990.80		08/01/23
E60 MINI EXCAVATOR BREAKER PW03283									

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.93-01 EQUIPMENT / EQUIPMENT						continued			
ACCOUNT TOTAL						165,013.78	.00	165,013.78	
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2242		12/23 AP		05/23/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.62		08/01/23	
					CLIPBOARD AND PENS				
2242		12/23 AP		05/23/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		08/01/23	
					OFFICE PAPER				
103		02/24 AP		07/19/23 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.79		08/01/23	
					PAPER AND PENS				
ACCOUNT TOTAL						6.69	.00	6.69	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2242		12/23 AP		06/30/23 0000000	BMC AGGREGATES L.C.	21.00		08/01/23	
					BLASTING SAND				
2230		12/23 AP		06/23/23 0000000	FASTENAL COMPANY	213.51		08/01/23	
					HARDWARE DRILL BIT				
95		02/24 AP		07/11/23 0000000	LAWSON PRODUCTS, INC.	277.90		08/01/23	
					HARDWARE				
ACCOUNT TOTAL						512.41	.00	512.41	
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS									
48		02/24 AP		07/11/23 0000000	O'DONNELL ACE HARDWARE	101.66		08/01/23	
					TOOLS				
ACCOUNT TOTAL						101.66	.00	101.66	
206-6647-436.72-62 OPERATING SUPPLIES / PAINT									
2230		12/23 AP		06/27/23 0000000	MENARDS-CEDAR FALLS	154.51		08/01/23	
					PAINT				
94		02/24 AP		07/20/23 0000000	DIAMOND VOGEL PAINT - #64/#55	96.85		08/01/23	
					PAINT				
94		02/24 AP		07/20/23 0000000	DIAMOND VOGEL PAINT - #64/#55	34.35		08/01/23	
					PAINT SUPPLIES				
63		02/24 AP		07/13/23 0000000	DIAMOND VOGEL PAINT - #64/#55	58.59		08/01/23	
					PAINT-TRAFFIC YELLOW				
ACCOUNT TOTAL						344.30	.00	344.30	
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS									
95		02/24 AP		07/13/23 0000000	UTILITY EQUIPMENT COMPANY	363.63		08/01/23	
					TRAFFIC SIGNAL HANDHOLE				

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FUND 206 STREET CONSTRUCTION FUND								
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS						continued		
48		02/24	AP	07/05/23	0000000 MOBOTREX, INC SIGNALS	2,140.00		08/01/23
ACCOUNT TOTAL						2,503.63	.00	2,503.63
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
2242		12/23	AP	04/28/23	0000000 TRAFFIC CONTROL CORPORATION	2,250.00		08/01/23
95		02/24	AP	07/21/23	0000000 CRFB CONTROL MODULE	6,595.00		08/01/23
95		02/24	AP	07/21/23	0000000 MID AMERICAN SIGNAL, INC. MONITORING	19,600.00		08/01/23
95		02/24	AP	07/21/23	0000000 TRAFFIC CONTROL CORPORATION	5,680.00		08/01/23
48		02/24	AP	07/06/23	0000000 BATTERY BACK UP	7,100.00		08/01/23
ACCOUNT TOTAL						41,225.00	.00	41,225.00
FUND TOTAL						519,566.33	885.00	518,681.33
FUND 215 HOSPITAL FUND								
FUND 216 POLICE BLOCK GRANT FUND								
FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
100		02/24	AP	07/17/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.04		08/01/23
80		02/24	AP	07/12/23	0000000 COPY PAPER	3.42		08/01/23
ACCOUNT TOTAL						6.46	.00	6.46
FUND TOTAL						6.46	.00	6.46
FUND 223 COMMUNITY BLOCK GRANT								
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
100		02/24	AP	07/17/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.76		08/01/23
80		02/24	AP	07/12/23	0000000 COPY PAPER	2.28		08/01/23
ACCOUNT TOTAL						3.04	.00	3.04

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FUND 223 COMMUNITY BLOCK GRANT									
FUND TOTAL							3.04	.00	3.04
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-2264	431.92-25	12/23 AP		07/14/23	0000000	STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON AECOM TECHNICAL SERVICES, INC	1,444.44		08/01/23
PROJECT#: 3271-N CEDAR HEIGHTS PH1 023271 06/03-06/30/23 SURVEY									
2264		12/23 AP		06/05/23	0000000	QUESTCDN 19 BIDS	418.00		08/01/23
PROJECT#: 3271-N CEDAR HEIGHTS PH1 023271									
38		02/24 AP		07/24/23	0000000	SCHMITT CONSTRUCTION CO.INC.,	65,133.90		08/01/23
PROJECT#: 3271-N CEDAR HEIGHTS PH1 023271									
ACCOUNT TOTAL							66,996.34	.00	66,996.34
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
2264		12/23 AP		07/20/23	0000000	PETERSON CONTRACTORS	173,223.25		08/01/23
PROJECT#: 3230-2022 STREET CONST. 023230 RETAINAGE									
2264		12/23 AP		07/20/23	0000000	PETERSON CONTRACTORS	205,446.06		08/01/23
PROJECT#: 3227-2021 STREET CONST. 023227 RETAINAGE									
38		02/24 AP		07/21/23	0000000	MONEY PIT LLC	25,070.17		08/01/23
PROJECT#: 3299-2023 STREET RECON 023299 WEST FORK CROSSING									
38		02/24 AP		07/20/23	0000000	PETERSON CONTRACTORS	180,884.42		08/01/23
PROJECT#: 3299-2023 STREET RECON 023299									
ACCOUNT TOTAL							584,623.90	.00	584,623.90
242-1240-431.92-51 STRUCTURE IMPROV & BLDGS / SEAL COAT PROGRAM									
2264		12/23 AP		06/05/23	0000000	QUESTCDN 4 BIDS	88.00		08/01/23
PROJECT#: 3311-2023 SEAL COAT 023311									
ACCOUNT TOTAL							88.00	.00	88.00
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
2264		12/23 AP		06/30/23	0000000	O'DONNELL ACE HARDWARE	92.96		08/01/23
PROJECT#: 3283-MAIN ST RECONSTRUCT 023283 4 MAILBOXES									
2264		12/23 AP		06/30/23	0000000	MENARDS-WATERLOO	139.93		08/01/23
PROJECT#: 3283-MAIN ST RECONSTRUCT 023283 POSTS FOR MAILBOXES									

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FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT						continued			
PROJECT#: 023283									
2264		12/23 AP		06/30/23	0000000	MENARDS-CEDAR FALLS	285.55		08/01/23
3283-MAIN ST RECONSTRUCT						POSTS FOR MAILBOXES			
PROJECT#: 023283									
38		02/24 AP		07/25/23	0000000	PETERSON CONTRACTORS	2,083,820.13		08/01/23
3283-MAIN ST RECONSTRUCT									
PROJECT#: 023283									
38		02/24 AP		07/20/23	0000000	MENARDS-CEDAR FALLS	165.75		08/01/23
3283-MAIN ST RECONSTRUCT						MAILBOX POSTS			
PROJECT#: 023283									
ACCOUNT TOTAL							2,084,504.32	.00	2,084,504.32
FUND TOTAL							2,736,212.56	.00	2,736,212.56
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
100		02/24 AP		07/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04		08/01/23
COPY PAPER									
80		02/24 AP		07/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.54		08/01/23
LRG ENV/TAPE/CALC.RIBBON						RECEIPT PAPER/PKG TAPE			
80		02/24 AP		07/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		08/01/23
COPY PAPER									
ACCOUNT TOTAL							19.14	.00	19.14
FUND TOTAL							19.14	.00	19.14
FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
100		02/24 AP		07/17/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		08/01/23
COPY PAPER									
80		02/24 AP		07/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.21		08/01/23
LRG ENV/TAPE/CALC.RIBBON						RECEIPT PAPER/PKG TAPE			
80		02/24 AP		07/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42		08/01/23
COPY PAPER									
ACCOUNT TOTAL							15.19	.00	15.19
FUND TOTAL							15.19	.00	15.19

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FUND 261 TOURISM & VISITORS										
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
2266		12/23	AP	07/24/23	0000000	UNI ALUMNI ASSOCIATION (UNIAA AD IN MONTHLY ALUMNI PUB	3,000.00			08/01/23
						AUG22-JUN23				
2266		12/23	AP	07/17/23	0000000	IOWA STATE TRAPSHOOTING ASSOC AD IN 2023 STATE SHOOT	250.00			08/01/23
						PROGRAM				
ACCOUNT TOTAL							3,250.00	.00	3,250.00	
261-2291-423.73-56 OTHER SUPPLIES / RESEARCH										
49		02/24	AP	07/05/23	0000000	STR, LLC DMO DESTINATION REPORT	2,772.00			08/01/23
						THROUGH 6/30/2024				
ACCOUNT TOTAL							2,772.00	.00	2,772.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
104		02/24	AP	07/21/23	0000000	ARAMARK	7.80			08/01/23
						MAT SERVICE				
49		02/24	AP	07/07/23	0000000	ARAMARK	7.80			08/01/23
						MAT SERVICE				
ACCOUNT TOTAL							15.60	.00	15.60	
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS										
2235		12/23	AP	07/05/23	0000000	UNIV.OF NORTHERN IOWA FOUNDAT	433.80			08/01/23
						9 PORTABLE MINIGOLF HOLES				
104		02/24	AP	07/13/23	0000000	SANDEE'S NAMETAG - ELLIOT TENSEN	12.00			08/01/23
ACCOUNT TOTAL							445.80	.00	445.80	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
2235		12/23	AP	06/30/23	0000000	DOLLY'S PARTY BUS TRANSPORTATION ITIP	900.00			08/01/23
						ANNUAL MEETING				
ACCOUNT TOTAL							900.00	.00	900.00	
FUND TOTAL							7,383.40	.00	7,383.40	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2227		12/23	AP	06/23/23	0000000	ARAMARK	7.80			08/01/23
						COMM. CENTER MAT SERVICE				
2227		12/23	AP	06/09/23	0000000	ARAMARK	7.80			08/01/23
						COMM. CENTER MAT SERVICE				

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FUND 262	SENIOR SERVICES & COMM CT										
262-1092-423.86-01	REPAIR & MAINTENANCE / REPAIR & MAINTENANCE continued										
2227		12/23	AP	05/26/23	0000000	ARAMARK	7.80		08/01/23		
		COMM. CENTER MAT SERVICE									
		ACCOUNT TOTAL						23.40	.00	23.40	
262-1092-423.89-08	MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
2227		12/23	AP	06/20/23	0000000	HEARST CENTER FOR THE ARTS	120.00		08/01/23		
		ART ACTIVITY ON 6/14									
2227		12/23	AP	06/14/23	0000000	MASMAR, MANDY SUE	180.00		08/01/23		
		SENIOR LINE DANCING FOR JUNE '23									
		ACCOUNT TOTAL						300.00	.00	300.00	
		FUND TOTAL						323.40	.00	323.40	
FUND 291	POLICE FORFEITURE FUND										
FUND 292	POLICE RETIREMENT FUND										
FUND 293	FIRE RETIREMENT FUND										
FUND 294	LIBRARY RESERVE										
FUND 295	SOFTBALL PLAYER CAPITAL										
FUND 296	GOLF CAPITAL										
FUND 297	REC FACILITIES CAPITAL										
FUND 298	HEARST CAPITAL										
298-2280-423.92-01	STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2263		12/23	AP	06/30/23	0000000	OPN ARCHITECTS	4,080.00		08/01/23		
		HEARST 2.0 MASTER PLAN									
		ACCOUNT TOTAL						4,080.00	.00	4,080.00	
		FUND TOTAL						4,080.00	.00	4,080.00	
FUND 311	DEBT SERVICE FUND										
FUND 402	WASHINGTON PARK FUND										
FUND 404	FEMA										
404-1220-431.95-86	BOND FUND PROJECTS / CENTER STREET STREETScape										
38		02/24	AP	07/19/23	0000000	BENTON'S READY MIX CONCRETE,	1,390.00		08/01/23		
		3206-CENTER STREETScape CONCRETE FOR TRAIL									
		PROJECT#: 023206									
38		02/24	AP	07/18/23	0000000	BENTON'S READY MIX CONCRETE,	1,233.25		08/01/23		
		3206-CENTER STREETScape CONCRETE FOR TRAIL									
		PROJECT#: 023206									
		ACCOUNT TOTAL						2,623.25	.00	2,623.25	

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FUND 404 FEMA									
						FUND TOTAL	2,623.25	.00	2,623.25
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43						CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE			
2267		12/23	AP	07/18/23	0000000	SWISHER & COHRT, P.L.C.	152.00		08/01/23
						3290:CEDAR RIVER REC.PROJ			
						PROJECT#: 023290			
						ACCOUNT TOTAL	152.00	.00	152.00
						FUND TOTAL	152.00	.00	152.00
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
410-1220-431.96-88						SEWER BOND PROJECTS / MAIN ST. SEWER & STWATER			
38		02/24	AP	07/25/23	0000000	PETERSON CONTRACTORS	260,700.00		08/01/23
						PROJECT#: 023283			
						ACCOUNT TOTAL	260,700.00	.00	260,700.00
						FUND TOTAL	260,700.00	.00	260,700.00
FUND 430 2004 TIF BOND									
430-1220-431.97-64						TIF BOND PROJECTS / VIKING ROAD EXTENSION			
2264		12/23	AP	07/21/23	0000000	SNYDER & ASSOCIATES, INC.	3,529.71		08/01/23
						PROJECT#: 023189			
						3189-W VIKING IND PARK			
						THROUGH 06/30/23 SURVEY			
2264		12/23	AP	07/21/23	0000000	SNYDER & ASSOCIATES, INC.	141.25		08/01/23
						PROJECT#: 023189			
						3189-W VIKING IND PARK			
						THROUGH 06/30/23			
38		02/24	AP	07/25/23	0000000	PETERSON CONTRACTORS	132,592.09		08/01/23
						PROJECT#: 023189			
						3189-W VIKING IND.PARK V			
						ACCOUNT TOTAL	136,263.05	.00	136,263.05
430-1220-431.97-90						TIF BOND PROJECTS / PINNACLE PRAIRIE IMPROVE			
2264		12/23	AP	07/21/23	0000000	SNYDER & ASSOCIATES, INC.	4,035.77		08/01/23
						PROJECT#: 023294			
						3294-PINNACLE ROUNDABOUT			
						THROUGH 06/30/23			
						ACCOUNT TOTAL	4,035.77	.00	4,035.77

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FUND 430 2004 TIF BOND									
430-1220-2264	431.98-48	12/23 AP		07/21/23	0000000	HUDSON ROAD/RIDGWAY INT SNYDER & ASSOCIATES, INC. THROUGH 06/30/23	1,009.50		08/01/23
PROJECT#: 023294									
38		02/24 AP		07/24/23	0000000	KW ELECTRIC, INC.	59,436.75		08/01/23
PROJECT#: 3294-VARIOUS INTERSECTION									
PROJECT#: 023294									
ACCOUNT TOTAL							60,446.25	.00	60,446.25
FUND TOTAL							200,745.07	.00	200,745.07
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2000 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
438-1220-2272	431.95-73	12/23 AP		06/08/23	0143727	BOND FUND PROJECTS / SIDEWALK RECONSTRUCTION ZIMCO SUPPLY CO.	885.00		08/01/23
PROJECT#: GRASS SEED									
PROJECT#: 023266									
ACCOUNT TOTAL							885.00	.00	885.00
438-1220-38	431.98-23	02/24 AP		07/20/23	0000000	CAPITAL PROJECTS / GREENHILL RD & S MAIN INT PETERSON CONTRACTORS	283,524.50		08/01/23
PROJECT#: 3228-GREENHILL/S MAIN INT									
PROJECT#: 023228									
ACCOUNT TOTAL							283,524.50	.00	283,524.50
438-1220-2264	431.98-83	12/23 AP		07/21/23	0000000	CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON SNYDER & ASSOCIATES, INC. THROUGH 06/30/23	17,436.84		08/01/23
PROJECT#: 3171-CEDAR HEIGHTS RECON									
PROJECT#: 023171									
ACCOUNT TOTAL							17,436.84	.00	17,436.84
438-1220-38	431.98-85	02/24 AP		07/19/23	0000000	CAPITAL PROJECTS / LAKE STREET TRAIL OWEN CONTRACTING INC.	485.00		08/01/23
PROJECT#: 3247-LAKE STREET TRAIL									
PROJECT#: 023247									

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FUND 438 2020 BOND FUND										
438-1220-431.98-85 CAPITAL PROJECTS / LAKE STREET TRAIL										
							485.00	.00	485.00	
ACCOUNT TOTAL										
FUND TOTAL							302,331.34	.00	302,331.34	
FUND 439 2022 BOND FUND										
439-1220-431.95-48 BOND FUND PROJECTS / BUNKER GEAR & PASS DEVICE										
68		02/24 AP		07/03/23	0000000	SANDRY FIRE SUPPLY, L.L.C. L.SCHMIDT	3,120.84			08/01/23
ACCOUNT TOTAL							3,120.84	.00	3,120.84	
FUND TOTAL							3,120.84	.00	3,120.84	
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL										
2265		12/23 AP		07/25/23	0000000	EMERGENT ARCHITECTURE	2,926.27			08/01/23
PROJECT#: 3231-CITY HALL REMODEL 01/01-07/25/23										
2265		12/23 AP		07/24/23	0000000	PETERS CONSTRUCTION CORP.	61,677.17			08/01/23
PROJECT#: 3231-CITY HALL REMODEL 023231										
ACCOUNT TOTAL							64,603.44	.00	64,603.44	
443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD										
38		02/24 AP		07/19/23	0000000	SCHMITT CONSTRUCTION CO.INC.,	125,714.84			08/01/23
PROJECT#: 3244-ASHWORTH DR EXT. 023244										
38		02/24 AP		07/10/23	0000000	STICKFORT ELECTRIC CO., INC.	2,965.00			08/01/23
PROJECT#: 3244-ASHWORTH DR EXT 4923 HUDSON-LIGHT POLE 023244										
ACCOUNT TOTAL							128,679.84	.00	128,679.84	
FUND TOTAL							193,283.28	.00	193,283.28	

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FUND 472 PARKADE RENOVATION								
FUND 473 SIDEWALK ASSESSMENT								
FUND 483 ECONOMIC DEVELOPMENT								
483-2245-432.89-02					MISCELLANEOUS SERVICES / PROPERTY TAX REBATES			
2267				12/23 AP 07/24/23	0000000 MARTIN REALTY COMPANY II LLC	4,142.31		08/01/23
					THIRD ANNUAL TAX REBATE 6623 CHANCELLOR DRIVE			
					ACCOUNT TOTAL	4,142.31	.00	4,142.31
					FUND TOTAL	4,142.31	.00	4,142.31
FUND 484 ECONOMIC DEVELOPMENT LAND								
FUND 541 2018 STORM WATER BONDS								
FUND 544 2008 SEWER BONDS								
FUND 545 2018 SEWER BONDS								
FUND 546 SEWER IMPROVEMENT FUND								
FUND 547 SEWER RESERVE FUND								
FUND 548 1997 SEWER BOND FUND								
FUND 549 1992 SEWER BOND FUND								
FUND 550 2000 SEWER BOND FUND								
FUND 551 REFUSE FUND								
551-6675-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
2242				12/23 AP 05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	6.99		08/01/23
					CLIPBOARD AND PENS			
2242				12/23 AP 05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	6.08		08/01/23
					OFFICE PAPER			
103				02/24 AP 07/19/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	4.78		08/01/23
					PAPER AND PENS			
					ACCOUNT TOTAL	17.85	.00	17.85
551-6685-426.81-20					PROFESSIONAL SERVICES / HUMANE SOCIETY			
2251				12/23 AP 07/03/23	0000000 WATERLOO, CITY OF	101.85		08/01/23
					DEER DISPOSAL;6/1-6/30/23			
					ACCOUNT TOTAL	101.85	.00	101.85
551-6685-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES			
2242				12/23 AP 05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	83.64		08/01/23
					LABEL TAPE FOR CARTS			
2242				12/23 AP 05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	28.16		08/01/23
					PENS AND AIR FOR TRANSFER			
2242				12/23 AP 05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	23.58		08/01/23
					CLIPBOARD AND PENS			
2242				12/23 AP 05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	20.51		08/01/23
					OFFICE PAPER			
103				02/24 AP 07/19/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	16.15		08/01/23

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FUND 551 REFUSE FUND										
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued										
PAPER AND PENS										
ACCOUNT TOTAL							172.04	.00	172.04	
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS										
2230		12/23 AP		06/27/23	0000000	MENARDS-CEDAR FALLS SNAP RING PLIERS-TRANSFER STATION	8.43			08/01/23
ACCOUNT TOTAL							8.43	.00	8.43	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
2230		12/23 AP		06/29/23	0000000	O'DONNELL ACE HARDWARE	4.36			08/01/23
NUTS AND BOLTS										
2230		12/23 AP		06/29/23	0000000	O'DONNELL ACE HARDWARE	5.65			08/01/23
NUTS AND BOLTS										
94		02/24 AP		07/24/23	0000000	DIAMOND VOGEL PAINT - #64/#55	9.86			08/01/23
ROLLERS FOR TRANSFER ST										
94		02/24 AP		07/19/23	0000000	DIAMOND VOGEL PAINT - #64/#55	196.80			08/01/23
PAINTING SUPPLIES FOR TRANSFER STATION										
95		02/24 AP		07/19/23	0000000	O'DONNELL ACE HARDWARE	2.00			08/01/23
BOLT FOR STYROFOAM MACH										
ACCOUNT TOTAL							218.67	.00	218.67	
551-6685-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
94		02/24 AP		07/20/23	0000000	CHRISTIE DOOR COMPANY OVERHEAD DOOR REPAIR RECYCLING CENTER	58.00			08/01/23
ACCOUNT TOTAL							58.00	.00	58.00	
551-6685-436.86-35 REPAIR & MAINTENANCE / SCALES										
94		02/24 AP		07/01/23	0000000	CAROLINA SOFTWARE, INC. SCALE SOFTWARE	2,000.00			08/01/23
ACCOUNT TOTAL							2,000.00	.00	2,000.00	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
95		02/24 AP		07/20/23	0000000	MIDWEST ELECTRONIC RECOVERY	657.25			08/01/23
E WASTE RECYCLING										
95		02/24 AP		07/14/23	0000000	MIDWEST ELECTRONIC RECOVERY	655.15			08/01/23
COMPUTER RECYCLING										
48		02/24 AP		07/01/23	0000000	WEIKERT IRON AND METAL	2,261.00			08/01/23
APPLIANCE RECYCLING										
95		02/24 AP		07/01/23	0000000	LIBERTY TIRE RECYCLING, LLC	721.73			08/01/23

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FUND 551 REFUSE FUND										
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN continued										
SCRAP TIRE RECYCLING										
ACCOUNT TOTAL							4,295.13	.00	4,295.13	
551-6685-436.93-01 EQUIPMENT / EQUIPMENT										
95		02/24 AP		07/17/23	0000000	INTCO INTERNATIONAL CO, LIMIT	26,500.00			08/01/23
						FOAM DENSIFIER 50% DOWN PW03281				
94		02/24 AP		07/12/23	0000000	FORCE AMERICA DISTRIBUTING LL	4,321.88			08/01/23
						#322 PTO PUMP				
ACCOUNT TOTAL							30,821.88	.00	30,821.88	
FUND TOTAL							37,693.85	.00	37,693.85	
FUND 552 SEWER RENTAL FUND										
552-6655-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2242		12/23 AP		05/23/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.62			08/01/23
						CLIPBOARD AND PENS				
2242		12/23 AP		05/23/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			08/01/23
						OFFICE PAPER				
ACCOUNT TOTAL							4.90	.00	4.90	
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2242		12/23 AP		05/23/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	8.74			08/01/23
						CLIPBOARD AND PENS				
2242		12/23 AP		05/23/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.60			08/01/23
						OFFICE PAPER				
103		02/24 AP		07/19/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.78			08/01/23
						PAPER AND PENS				
98		02/24 AP		07/12/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	80.44			08/01/23
						PENS AND BINDER				
ACCOUNT TOTAL							104.56	.00	104.56	
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS										
98		02/24 AP		07/10/23	0000000	O'DONNELL ACE HARDWARE	165.04			08/01/23
						TORCH KIT/SOLDER/FLUX				
ACCOUNT TOTAL							165.04	.00	165.04	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
98		02/24 AP		07/18/23	0000000	CAMPBELL SUPPLY WATERLOO	265.50			08/01/23

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									POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES							continued		
SAFETY SUPPLIES									
ACCOUNT TOTAL							265.50	.00	265.50
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
48		02/24	AP	07/07/23	0000000	CRESCENT ELECTRIC CONDUIT	19.92		08/01/23
ACCOUNT TOTAL							19.92	.00	19.92
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
98		02/24	AP	07/17/23	0000000	O'DONNELL ACE HARDWARE	49.45		08/01/23
						ANGLE ALUM./BUG FOGGER			
98		02/24	AP	07/11/23	0000000	O'DONNELL ACE HARDWARE	68.43		08/01/23
						INSECT KILLER			
98		02/24	AP	07/08/23	0000000	RESTORATION SERVICES, INC.	2,125.00		08/01/23
						TUCK POINTING			
98		02/24	AP	07/08/23	0000000	RESTORATION SERVICES, INC.	2,125.00		08/01/23
						TUCK POINTING			
98		02/24	AP	07/07/23	0000000	O'DONNELL ACE HARDWARE	31.67		08/01/23
						PLUMBING SUPPLIES			
ACCOUNT TOTAL							4,399.55	.00	4,399.55
552-6665-436.73-67 OTHER SUPPLIES / ODOR CONTROL									
98		02/24	AP	07/14/23	0000000	CONTINENTAL RESEARCH CORP.	3,644.52		08/01/23
						ODOR CONTROL			
ACCOUNT TOTAL							3,644.52	.00	3,644.52
552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY									
95		02/24	AP	07/21/23	0000000	UTILITY EQUIPMENT COMPANY	4,519.80		08/01/23
						MANHOLE CASTING			
ACCOUNT TOTAL							4,519.80	.00	4,519.80
552-6665-436.74-53 SEWER SUPPLIES / CCTV EQUIPMENT & SUPPLIES									
98		02/24	AP	07/07/23	0000000	ARIES INDUSTRIES INC.	1,864.14		08/01/23
						TV VAN REPAIR KIT			
ACCOUNT TOTAL							1,864.14	.00	1,864.14
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									

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FUND 552 SEWER RENTAL FUND								
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS						continued		
98		02/24	AP	07/21/23	0000000 ARAMARK	30.46		08/01/23
				MOPS AND TOWELS				
98		02/24	AP	07/07/23	0000000 ARAMARK	30.46		08/01/23
				MOPS AND TOWELS				
ACCOUNT TOTAL						60.92	.00	60.92
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING								
2261		12/23	AP	07/12/23	0000000 KEYSTONE LABORATORIES, INC.	139.00		08/01/23
				LAB ANALYSIS 6/21/2023				
2261		12/23	AP	07/12/23	0000000 KEYSTONE LABORATORIES, INC.	139.00		08/01/23
				LAB ANALYSIS 6/23/2023				
2261		12/23	AP	07/07/23	0000000 KEYSTONE LABORATORIES, INC.	139.00		08/01/23
				LAB ANALYSIS 6/15/2023				
98		02/24	AP	07/25/23	0000000 KEYSTONE LABORATORIES, INC.	139.00		08/01/23
				LAB ANALYSIS				
98		02/24	AP	07/25/23	0000000 KEYSTONE LABORATORIES, INC.	139.00		08/01/23
				LAB ANALYSIS				
ACCOUNT TOTAL						695.00	.00	695.00
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL								
2261		12/23	AP	06/23/23	0000000 LONG CROP CONSULTING	1,920.00		08/01/23
				FARM BIOSOLIDS TESTING				
ACCOUNT TOTAL						1,920.00	.00	1,920.00
FUND TOTAL						17,663.85	.00	17,663.85
FUND 553 2004 SEWER BOND								
FUND 555 STORM WATER UTILITY								
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
100		02/24	AP	07/17/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.80		08/01/23
				COPY PAPER				
ACCOUNT TOTAL						3.80	.00	3.80
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS								
2230		12/23	AP	06/26/23	0000000 LEYMASTER TILE, RUSTY	110.14		08/01/23
				CHERRYWOOD STORM				
95		02/24	AP	07/13/23	0000000 UTILITY EQUIPMENT COMPANY	369.07		08/01/23
				CASTING FOR IRONWOOD				
63		02/24	AP	07/07/23	0000000 BENTON'S READY MIX CONCRETE,	1,042.50		08/01/23
				CONCRETE FOR STORM REPAIR 15TH STREET				

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FUND 555 STORM WATER UTILITY								
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS						continued		
48		02/24	AP	07/06/23	0000000 BENTON'S READY MIX CONCRETE, CONCRETE FOR STORM WATER INTAKE- 15TH STREET	701.25		08/01/23
ACCOUNT TOTAL						2,222.96	.00	2,222.96
555-6630-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS								
38		02/24	AP	07/10/23	0000000 EAST CENTRAL IOWA COUNCIL OF WATERSHED MGMT AUTH	3,700.00		08/01/23
ACCOUNT TOTAL						3,700.00	.00	3,700.00
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS								
2264		12/23	AP	07/12/23	0000000 STRAND ASSOCIATES, INC.	41,825.00		08/01/23
PROJECT#: 3306-2023 STORMWATER PLAN THROUGH 06/30/23								
2264		12/23	AP	07/10/23	0000000 AECOM TECHNICAL SERVICES, INC	4,278.91		08/01/23
PROJECT#: 3215-OLIVE ST BOX CULVERT 06/03-06/30/23								
2264		12/23	AP	06/30/23	0000000 IOWA NORTHLAND REGIONAL CO. O	478.16		08/01/23
PROJECT#: 3306-2023 STORMWATER PLAN JUNE EXPENSES								
2264		12/23	AP	06/28/23	0000000 BENTON'S SAND & GRAVEL, INC.	6,916.45		08/01/23
PROJECT#: 3147-UNIVERSITY BIOCELLS								
38		02/24	AP	07/20/23	0000000 PETERSON CONTRACTORS	68,312.17		08/01/23
PROJECT#: 3215-OLIVE ST BOX CULVERT 023215								
ACCOUNT TOTAL						121,810.69	.00	121,810.69
FUND TOTAL						127,737.45	.00	127,737.45
FUND 570 SEWER ASSESSMENT								
FUND 606 DATA PROCESSING FUND								
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
80		02/24	AP	07/12/23	0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.42		08/01/23
ACCOUNT TOTAL						3.42	.00	3.42
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.								
2239		12/23	AP	06/30/23	0000000 PROFESSIONAL OFFICE SERVICES PRINT SUMMER'23 CURRENTS	11,623.46		08/01/23
ACCOUNT TOTAL						11,623.46	.00	11,623.46

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FUND 606 DATA PROCESSING FUND								
606-1078	441.81-42				PROFESSIONAL SERVICES / CJIS OPERATION			
79		02/24 AP		07/10/23	0000000 BLACK HAWK CO.CJIS	10,841.62		08/01/23
		FY'24 1ST			1/2 OPERATE EXP			
79		02/24 AP		07/10/23	0000000 BLACK HAWK CO.CJIS	3,316.76		08/01/23
		FY'24 1ST			1/2 EQUIPMENT			
		ACCOUNT TOTAL				14,158.38	.00	14,158.38
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES								
80		02/24 AP		07/01/23	0000000 IP PATHWAYS, LLC	3,870.00		08/01/23
		MONITORING AS A SERVICE ANNUAL BILLING 2023-2024						
		ACCOUNT TOTAL				3,870.00	.00	3,870.00
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS								
105		02/24 AP		07/24/23	0000000 IP PATHWAYS, LLC	21,159.80		08/01/23
		CISCO MAINTENANCE						
80		02/24 AP		07/17/23	0000000 HEARTLAND BUSINESS SYSTEMS LL	6,354.20		08/01/23
		O365 MONTH SUBSC.-JULY						
105		02/24 AP		07/15/23	0000000 MARCO TECHNOLOGIES LLC NW7128	933.00		08/01/23
		HPE MAINT. FOR PHONE SYS.						
80		02/24 AP		07/13/23	0000000 MARCO TECHNOLOGIES LLC NW7128	12,488.05		08/01/23
		ANNUAL SUPPORT-PHONE						
80		02/24 AP		07/10/23	0000000 PASTPERFECT SOFTWARE, INC.	540.00		08/01/23
		ANNUAL SUPPORT RENEWAL 8/28/23-8/27/24						
105		02/24 AP		07/01/23	0000000 CIVICPLUS	19,277.28		08/01/23
		CIVICPLUS WEBSITE MAINT. 07/01/23-06/30/24						
105		02/24 AP		06/24/23	0000000 CIVICPLUS	22,278.90		08/01/23
		CIVICREC ANNUAL MAINT. 06/24/23-06/23/24						
		ACCOUNT TOTAL				83,031.23	.00	83,031.23
606-1078-441.93-01 EQUIPMENT / EQUIPMENT								
2267		12/23 AP		07/19/23	0000000 KELTEK INCORPORATED	14,541.23		08/01/23
		FIRE MDC						
2239		12/23 AP		06/30/23	0000000 IP PATHWAYS, LLC	5,593.06		08/01/23
		DR AS A SERVICE MONTHLY BILLING JUNE 2023						
		ACCOUNT TOTAL				20,134.29	.00	20,134.29
		FUND TOTAL				132,820.78	.00	132,820.78

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FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
80		02/24	AP	07/03/23	0000000 PDCM INSURANCE	3,541.67		08/01/23	
					BENEFIT COUNSULTING SERV. JULY 2023				
ACCOUNT TOTAL						3,541.67	.00	3,541.67	
FUND TOTAL						3,541.67	.00	3,541.67	
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2242		12/23	AP	05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	9.61		08/01/23	
					CLIPBOARD AND PENS				
2242		12/23	AP	05/23/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	8.36		08/01/23	
					OFFICE PAPER				
103		02/24	AP	07/19/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	6.58		08/01/23	
					PAPER AND PENS				
ACCOUNT TOTAL						24.55	.00	24.55	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
2242		12/23	AP	06/30/23	0000000 AIRGAS USA, LLC	73.90		08/01/23	
					WELDING AND CUTTING GAS				
2242		12/23	AP	06/29/23	0000000 HTP ENERGY	19,029.65		08/01/23	
					#2 DYED DIESEL BLUFF ST				
2242		12/23	AP	06/29/23	0000000 NORTHLAND PRODUCTS CO.	1,641.02		08/01/23	
					BULK OIL				
2242		12/23	AP	06/29/23	0000000 NORTHLAND PRODUCTS CO.	39.80		08/01/23	
					USED OIL COLLECTION				
2242		12/23	AP	06/28/23	0000000 CONSOLIDATED ENERGY COMPANY	597.00		08/01/23	
					BULK DEF				
2253		12/23	AP	05/31/23	0000000 AIRGAS USA, LLC	75.78		08/01/23	
					WELDING GAS/CUTTING GAS				
95		02/24	AP	07/19/23	0000000 NORTHLAND PRODUCTS CO.	593.61		08/01/23	
					KEG OF GREASE				
95		02/24	AP	07/18/23	0000000 NORTHLAND PRODUCTS CO.		22.00	08/01/23	
					55 GAL DRUM CORE RETURN				
63		02/24	AP	07/17/23	0000000 NORTHLAND PRODUCTS CO.	1,467.90		08/01/23	
					BULK FLUID				
63		02/24	AP	07/14/23	0000000 CONSOLIDATED ENERGY COMPANY	645.68		08/01/23	
					GAS AT GREENWOOD CEMETERY				
63		02/24	AP	07/14/23	0000000 NORTHLAND PRODUCTS CO.		22.00	08/01/23	
					DRUM CREDIT				
63		02/24	AP	07/13/23	0000000 NORTHLAND PRODUCTS CO.	117.20		08/01/23	
					USED OIL COLLECTION				
63		02/24	AP	07/12/23	0000000 NORTHLAND PRODUCTS CO.	1,437.01		08/01/23	

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FUND 685 VEHICLE MAINTENANCE FUND								
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL						continued		
BULK OIL AND GREASE								
ACCOUNT TOTAL						25,718.55	44.00	25,674.55
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS								
94		02/24	AP	07/20/23	0000000 KAY, PHILIP R. CUT OFF AND ANGLE GRINDER FOR SHOP	631.90		08/01/23
ACCOUNT TOTAL						631.90	.00	631.90
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES								
2242		12/23	AP	06/30/23	0000000 C & C WELDING & SANDBLASTING STOCK ROUND	38.53		08/01/23
2242		12/23	AP	06/30/23	0000000 D & D TIRE INC. #492 REAR TIRES	1,300.00		08/01/23
2242		12/23	AP	06/28/23	0000000 MENARDS-CEDAR FALLS MISC PARTS FOR LOCK BOX #243	85.34		08/01/23
2253		12/23	AP	06/27/23	0000000 TOYNE, INC.	24.51		08/01/23
2230		12/23	AP	06/26/23	0000000 MENARDS-CEDAR FALLS 5 GALLON PAIL W MEASUREM ^t MARKINGS	11.96		08/01/23
2242		12/23	AP	06/22/23	0000000 MENARDS-CEDAR FALLS SPRAY PAINT FOR FD541	28.94		08/01/23
2253		12/23	AP	06/19/23	0000000 POLK'S LOCK SERVICE, INC. SPARE KEYS	29.87		08/01/23
2253		12/23	AP	06/19/23	0000000 TOYNE, INC.	1,150.15		08/01/23
2253		12/23	AP	06/19/23	0000000 TOYNE, INC. FD502 SEATBELT KIT	146.97		08/01/23
2253		12/23	AP	06/09/23	0000000 POLK'S LOCK SERVICE, INC. PD06 KEYS MADE	67.00		08/01/23
2253		12/23	AP	05/17/23	0000000 POLK'S LOCK SERVICE, INC. SPARE KEY	2.00		08/01/23
94		02/24	AP	07/18/23	0000000 BLACK HAWK RENTAL BEHNKE TOOL BOX HINGES	61.00		08/01/23
63		02/24	AP	07/17/23	0000000 CONTINENTAL RESEARCH CORP. ODOR NEUTRALIZER	456.28		08/01/23
95		02/24	AP	07/12/23	0000000 LAWSON PRODUCTS, INC. MISC SHOP SUPPLIES	1,802.56		08/01/23
95		02/24	AP	07/12/23	0000000 TOYNE, INC. 1" ALARM VALVE REPAIR KIT FD561	186.65		08/01/23
63		02/24	AP	07/11/23	0000000 D & D TIRE INC. #20197 TIRES	560.00		08/01/23
95		02/24	AP	07/11/23	0000000 MENARDS-CEDAR FALLS EYE BOLTS FD561	8.50		08/01/23
95		02/24	AP	07/11/23	0000000 MENARDS-CEDAR FALLS BLADE PIPE FOR FD561	59.88		08/01/23

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FUND 685 VEHICLE MAINTENANCE FUND								
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES						continued		
ACCOUNT TOTAL						6,020.14	.00	6,020.14
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS								
2242		12/23	AP	06/28/23	0000000 PRECISE MRM LLC	1,040.00		08/01/23
					AVL FEE			
ACCOUNT TOTAL						1,040.00	.00	1,040.00
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS								
2242		12/23	AP	06/30/23	0000000 D & D TIRE INC.	45.00		08/01/23
					#348 RRO REPAIR			
2242		12/23	AP	06/30/23	0000000 D & D TIRE INC.	135.00		08/01/23
					#383 VALVE STEM INSTALLED			
2253		12/23	AP	04/27/23	0000000 D & D TIRE INC.	275.00		08/01/23
					#281 TIRE REPAIR			
63		02/24	AP	07/11/23	0000000 D & D TIRE INC.	50.00		08/01/23
					REPAIRED LEAK #346			
ACCOUNT TOTAL						505.00	.00	505.00
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY								
2253		12/23	AP	06/27/23	0000000 EVANSDALE TRUCK & TRAILER, LL	1,680.00		08/01/23
					#384 TRAILER REPAIRS			
2242		12/23	AP	06/14/23	0000000 BEYER MOTORSPORTS LLC	113.00		08/01/23
					ALIGNMENT #2126			
94		02/24	AP	07/19/23	0000000 AMERICAN TEST CENTER, INC.	6,255.80		08/01/23
					LIFT & AERIAL INSPECTION			
94		02/24	AP	07/13/23	0000000 D & D TIRE INC.	380.00		08/01/23
					#383 TIRE RFO			
63		02/24	AP	07/12/23	0000000 D & D TIRE INC.	1,190.00		08/01/23
					#340 STEERS			
63		02/24	AP	07/11/23	0000000 D & D TIRE INC.	1,300.00		08/01/23
					#347 REAR TIRES			
ACCOUNT TOTAL						10,918.80	.00	10,918.80
685-6698-446.93-01 EQUIPMENT / EQUIPMENT								
105		02/24	AP	07/26/23	0000000 CUSHMAN MOTOR COMPANY	18,023.56		08/01/23
					BOOM MOWER ATTACHMENT			
95		02/24	AP	07/20/23	0000000 BRAD DEERY FORD	20,000.00		08/01/23
					SNOW REMOVAL AND GROUNDS			
					MAINT VEHICLE VM00653			
ACCOUNT TOTAL						38,023.56	.00	38,023.56

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.93-04					EQUIPMENT / REFURBISH VEHICLES				
2253		12/23	AP	06/26/23	0000000 TRISTATE TRUCK EQUIPMENT	13,190.80		08/01/23	
					#601 NEW SERVICE BODY AND INSTALL				
					ACCOUNT TOTAL	13,190.80	.00	13,190.80	
					FUND TOTAL	96,073.30	44.00	96,029.30	
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02					INSURANCE / WORKERS COMP INSURANCE				
80		02/24	AP	07/11/23	0000000 ARTHUR J. GALLAGHER RISK MGMT	112,492.00		08/01/23	
					23/24 EXCESS WORK COMP. 7/1/23-7/1/24				
					ACCOUNT TOTAL	112,492.00	.00	112,492.00	
					FUND TOTAL	112,492.00	.00	112,492.00	
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03					INSURANCE / LTD INSURANCE				
105		02/24	AP	07/27/23	0000000 MADISON NATIONAL LIFE INS.CO.	4,460.11		08/01/23	
					LTD-AUGUST 2023				
					ACCOUNT TOTAL	4,460.11	.00	4,460.11	
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
105		02/24	AP	07/27/23	0000000 MADISON NATIONAL LIFE INS.CO.	2,850.09		08/01/23	
					GROUP LIFE AD/D AUG. 2023				
					ACCOUNT TOTAL	2,850.09	.00	2,850.09	
					FUND TOTAL	7,310.20	.00	7,310.20	
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05					INSURANCE / LIABILITY INSURANCE				
105		02/24	AP	07/21/23	0000000 ODELL COLLISION CENTER	572.00		08/01/23	
					PD16 REPAIR				
95		02/24	AP	07/20/23	0000000 BRAD DEERY FORD	4,500.00		08/01/23	
					REPLACEMENT OF TOTALED VEHICLE VM00653				
80		02/24	AP	07/11/23	0000000 ARTHUR J. GALLAGHER RISK MGMT	180,094.00		08/01/23	
					23/24 PROPERTY RENEWAL 7/1/23-7/1/24				
80		02/24	AP	07/11/23	0000000 ARTHUR J. GALLAGHER RISK MGMT	4,350.00		08/01/23	
					23/24 CRIME POLICY-JULY INSTALLMENT 1				

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE						continued				
80		02/24	AP	07/11/23	0000000	ARTHUR J. GALLAGHER RISK MGMT	34,415.75			08/01/23
		23/24				CYBER RENEWAL				
						7/1/23-7/1/24				
80		02/24	AP	07/11/23	0000000	ARTHUR J. GALLAGHER RISK MGMT	79,689.00			08/01/23
		23/24				AUTOMOBILE RENEWAL				
						7/1/23-7/1/24				
80		02/24	AP	07/11/23	0000000	ARTHUR J. GALLAGHER RISK MGMT	7,737.00			08/01/23
		23/24				EQUIP. BREAKDOWN				
						7/1/23-7/1/24				
80		02/24	AP	07/11/23	0000000	ARTHUR J. GALLAGHER RISK MGMT	128,412.00			08/01/23
		23/24				COMMERCIAL PACKAGE				
						7/1/23-7/1/24				
80		02/24	AP	07/11/23	0000000	ARTHUR J. GALLAGHER RISK MGMT	65,466.00			08/01/23
		23/24				UMBRELLA RENEWAL				
						7/1/23-7/1/24				
						ACCOUNT TOTAL	505,235.75	.00	505,235.75	
						FUND TOTAL	505,235.75	.00	505,235.75	
FUND 724 TRUST & AGENCY										
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
						GRAND TOTAL	5,560,125.46	1,068.42	5,559,057.04	