

AGENDA CITY OF CEDAR FALLS, IOWA CITY COUNCIL MEETING MONDAY, APRIL 19, 2021 7:00 PM AT CITY HALL

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

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

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

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular Meeting of April 5, 2021.

Agenda Revisions

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

Special Presentations

- 2. Proclamation recognizing the week of April 18-24, 2021 as Administrative Professional Week and April 21, 2021 as Administrative Professionals Day.
- 3. Proclamation recognizing April 18-24, 2021 as City-Wide Cleanup Week.
- Proclamation recognizing April 18-24, 2021 as National Volunteer Week.
- 5. Proclamation recognizing April 30, 2021 as Arbor Day.
- 6. Proclamation recognizing May 2021 as Neurofibromatosis Awareness Month and May 17, 2021 as World Neurofibromatosis Awareness Day.

Special Order of Business

- 7. Hearing on a proposed resolution adopting and levying the final schedule of assessments for the 2020 Sidewalk Assessment Project, Zone 3.
 - a) Staff comments.
 - b) Respondent comments.

c) Resolution adopting and levying the final schedule of assessments for the 2020 Sidewalk Assessment Project, Zone 3.

Old Business

<u>8.</u> Pass Ordinance #2988, amending Chapter 2, Administration, of the Code of Ordinances relative to mayor and city administrator duties, upon its second consideration.

New Business

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

- 9. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Mario Basurto, Human Rights Commission, term ending 07/01/2021.
 - b) Eashaan Vajpeyi, Human Rights Commission, term ending 07/01/2023.
 - c) Robert Seymour, Metropolitan Transit Authority Board of Trustees, term ending 06/30/2023.
- 10. Receive and file the resignation of Betty Danielson as a member of the Community Center & Senior Services Board, effective 06/30/2021.
- 11. Receive and file the Mayor's report relative to appointment of members to the Cedar Falls Racial Equity Task Force.
- 12. Receive and file the Committee of the Whole minutes of April 5, 2021 relative to the following item: a) College Hill Vision Plan.
- 13. Receive and file the Bi-Annual Report of Community Main Street relative to FY21 Self-Supported Municipal Improvement District (SSMID) funds and an FY21 Economic Development Grant.
- 14. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - a) B&B West, 3105 Hudson Road.
 - b) Casey's General Store, 2425 Center Street.
 - c) Casey's General Store, 5226 University Avenue.
 - d) Casey's General Store, 5908 Nordic Drive.
 - e) Casey's General Store, 601 Main Street.
 - f) Casey's General Store, 1225 Fountains Way.
 - g) The Landmark, 107 Main Street.
- 15. Approve the following applications for beer permits and liquor licenses:
 - a) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C liquor, Class B wine & outdoor service renewal.
 - b) The Horny Toad American Bar & Grille, 204 Main Street, Class C liquor renewal.
 - c) ZSAVOOZ, 206 Brandilynn Boulevard, Class C liquor & outdoor service renewal.
 - d) CVS/Pharmacy, 2302 West 1st Street, Class E liquor renewal.
 - e) Deringer's Public Parlor, 314 1/2 Main Street, Class C liquor new.
 - f) Starbeck's Smokehouse, 6607 University Ave, Class C liquor & outdoor service new with exceptions. (see attached)

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 approving and authorizing execution of a Service/Product Agreement with Eide Bailly, LLP for Audit Services.
- 17. Resolution approving and authorizing execution of a Landlord Estoppel Certificate relative to a Lease Agreement between the City, the Board of Trustees of the Municipal Electric Utility, and Cedar Falls Solar Farm, LLC for the use of certain city-owned property located at 800 Viking Road as a solar garden.

- 18. Resolution approving and authorizing execution of a Lease relative to property vacated by the 2008 flood buyout programs.
- 19. Resolution approving and authorizing expenditure of funds for replacement of an automated refuse collection unit.
- 20. Resolution approving and authorizing execution of a contract with Quality Striping, Inc. relative to 2021 pavement marking services.
- 21. Resolution approving the Certificate of Completion and accepting the work of K. Cunningham Construction Company, Inc. for the Downtown Streetscape and Reconstruction Project, Phase I.
- 22. Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with River Place Properties II LC, relative to a post-construction stormwater management plan for 302 Main Street.
- 23. Resolution approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. for 2021 survey services.
- 24. Resolution approving a Central Business District (CBD) Overlay Zoning District site plan for temporary wheat paste murals in the Downtown Business District.
- 25. Resolution approving and accepting a Lien Notice and Special Promissory Note for property located at 721 West 17th Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- 26. Resolution approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with Eastside Ministerial Alliance, Inc. for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.
- 27. Resolution approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with Jesse Cosby Neighborhood Center, Inc. for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.
- 28. Resolution approving a revised S-1 Shopping Center District site plan for installation of a kiosk for order pick-up service at 6301 University Avenue.
- 29. Resolution approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for remodel of a duplex at 704-706 West 28th Street.
- 30. Resolution setting May 3, 2021 as the date of public hearing on proposed amendments to the City's FY2021 Budget.

Allow Bills and Claims

31. Allow Bills and Claims of April 19, 2021.

City Council Referrals

City Council Updates

Staff Updates

Executive Session to discuss

32. Executive Session to discuss Collective Bargaining per Iowa Code Section 20.17(3), and Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for the property.

Adjournment

CITY HALL CEDAR FALLS, IOWA, APRIL 5, 2021 REGULAR MEETING, CITY COUNCIL MAYOR ROBERT M. GREEN PRESIDING

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:06 P.M. on the above date. Members present: Miller, deBuhr, Kruse (via video conference), Harding, Darrah, Sires, Dunn. Absent: None.

- 53267 It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of March 15, 2021 be approved as presented and ordered of record. Motion carried unanimously.
- 53268 Eashaan Vajpeyi, 3831 Convair Lane, spoke about the College Hill Visioning Plan and expressed concerns with reducing parking requirements.
 - T.J. Frein, 1319 Austin Way, expressed concerns with the City hiring lobbyists and the issues that they lobby for.

Kathyrn Sogard, Executive Director of College Hill Partnership, invited everyone to check out student decorations around College Hill for UNI "Homecoming 2020.5", and clarified representation of the College Hill Partnership Board.

Jim Skaine, 2215 Clay Street, expressed concerns with the City Council meeting agenda format and use of the word "germane."

Lea Ann Saul, 1825 Greenhill Road, spoke in support of the College Hill Visioning Plan.

Andrea Geary, 1816 Tremont Street, expressed concerns about outreach to the minority population during the College Hill Visioning study.

Jeremy Sulentic, 1008 Rocklyn Street, expressed concerns with the crosswalk on Center Street, stating that drivers don't acknowledge the strobes at the crosswalk.

53269 - Mayor Green read the following proclamations:

Proclamation recognizing April 2021 as Sexual Assault Awareness Month. Iowa Program Director for Riverview Center Gwen Bramlet-Hecker commented.

Proclamation recognizing April 4-10, 2021 as National Library Week. Library Director Stern commented.

Proclamation recognizing April 4-11, 2021 as Days of Remembrance for the Victims of the Holocaust.

Proclamation recognizing April 18-24, 2021 as City-Wide Cleanup Week. Due to

technical difficulties, WasteTrac Representative Tammy Turner's presentation was postponed to the April 19, 2021 meeting.

Proclamation recognizing April 2021 as Fair Housing Month.

- 53270 Mayor announced that in accordance with the public notice of March 19, 2021, this was the time and place to consider entering into an Agreement for Private Development with Stone and Terrace, L.L.C. relative to the rehabilitation of 108 East 4th Street. It was then moved by Darrah and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53271 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 provided a brief summary of the proposed agreement. There being no one else present wishing to speak about the proposed agreement, the Mayor declared the hearing closed and passed to the next order of business.
- 53272 It was moved by Harding and seconded by Miller that Resolution #22,306, approving and authorizing execution of an Agreement for Private Development with Stone and Terrace, L.L.C. relative to the rehabilitation of 108 East 4th Street, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolution #22,306 duly passed and adopted.
- 53273 It was moved by Harding and seconded by Darrah that that Ordinance #2987, amending Chapter 26, Zoning, of the Code of Ordinances relative to adaptive reuse of institutional buildings, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Darrah, Dunn, Miller. Nay: deBuhr, Sires. Motion carried. The Mayor then declared Ordinance #2987 duly passed and adopted.
- It was moved by Darrah and seconded by Harding that Resolution #22,307, extending the face mask mandate for the City of Cedar Falls, be adopted. It was moved by Harding and seconded by deBuhr to amend the motion to remove the paragraph which states: "WHEREAS, the Governor's current proclamation requires that businesses and gatherings ensure social distancing of employees, customers, and attendees, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with the guidance of the IDPH." Following comments by Councilmembers Harding and Miller, the motion to amend was withdrawn. It was then moved Harding and seconded by Darrah to amend the motion to remove two paragraphs, the first being the paragraph as stated above and also the paragraph which states: "WHEREAS, the Governor's current proclamation additionally requires the

wearing of masks or face coverings in certain circumstances." Motion carried 6-1, with Sires voting Nay. Following comments by T.J. Frein, 1319 Austin Way, Dr. Mark Nook, University of Northern Iowa President, and Councilmembers Dunn and deBuhr, the Mayor put the question on the original motion as amended, and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Dunn, Miller. Nay: deBuhr, Kruse, Sires. Motion carried. The Mayor then declared Resolution #22,307 duly passed and adopted.

53275 - It was moved by Darrah and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file Mayor's Monthly Report for March 2021.

Approve the recommendation of the Mayor relative to the appointment of John Clopton to the Civil Service Commission, term ending 04/07/2025.

Receive and file the resignation of Sue Armbrecht as a member of the Civil Service Commission.

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

- a) Mayor & City Administrator Ordinance Updates.
- b) Main Street Traffic Study.

Receive and file Departmental Monthly Reports of February, 2021.

Approve the application of Bani's, 2128 College St, for a cigarette/tobacco/nicotine/vapor permit.

Approve the following applications for beer permits and liquor licenses:

- a) Godfather's Pizza, 1621 West 1st Street, Class B beer renewal.
- b) Luxe Nail Bar, 5907 University Avenue, Class C liquor renewal
- c) Mary Lou's Bar & Grill, 2719 Center Street, Class C liquor & outdoor service renewal.
- d) Prime Mart, 2728 Center Street, Class E liquor renewal.
- e) River Place Plaza, 200 East 2nd Street Plaza, Special Class C liquor & outdoor service temporary expansion of outdoor service area. (May 7, 14, 21 & 28, 2021)
- f) Bani's, 2128 College Street, Class E liquor new.

Motion carried unanimously.

53276 - It was moved by Harding and seconded by Sires that the following resolutions be introduced and adopted:

Resolution #22,308, naming official depositories for the City of Cedar Falls.

Resolution #22,309, approving and authorizing the transfer of funds from the 2018 General Obligation Bond fund to the Capital Projects fund relative to the completion of the Center Street Recreational Trail Project.

Resolution #22,310, approving and authorizing the transfer of funds from the Street Repair fund (LOST) to the 2012 General Obligation Bond fund relative to the completion of the Greenhill Road Extension Project.

Resolution #22,311, levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 710 West 13th Street.

Resolution #22,312, levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 1303 Walnut Street.

Resolution #22,313, approving and authorizing execution of a Service/Product Agreement with Cities Digital Incorporated (CDI) relative to integrating the City's financial system with the document imaging system.

Resolution #22,314, approving and authorizing execution of a Surface Transportation Block Grant (STBG) Programming Agreement with the Black Hawk County Metropolitan Planning Organization (MPO) relative to the Main Street Reconstruction Project.

Resolution #22,315, approving a Central Business District (CBD) Overlay Zoning District site plan for facade improvements at 302 Main Street.

Resolution #22,316, approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with St. Patrick Catholic School for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #22,317, approving and authorizing execution of a Subrecipient Agreement for Federally Funded Project with Valley Lutheran School for Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Resolution #22,318,approving and authorizing execution of a Second Amendment for Professional Services with the Northeast Iowa Food Bank for additional Community Development Block Grant (CDBG-CV1) funding relative to the CARES Act.

Resolution #22,319, approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Snyder & Associates, Inc. for survey services relative to the Downtown Streetscape and Reconstruction Project – Phase II.

Resolution #22,320, receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors Inc., in the amount of \$4,028,395.50, for the 2021 Street Construction Project.

Resolution #22,321, approving and accepting the contract and bond of Peterson Contractors, Inc. for the 2021 Street Construction Project.

Resolution #22,322, approving and accepting the contract and bond of Municipal Pipe Tool, LLC for the 2021 Sanitary Sewer Rehabilitation Project.

Resolution #22,323, approving and accepting completion of public improvements in Prairie Winds 5th Addition.

Resolution #22,324, approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for 2021 survey services.

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: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried. The Mayor then declared Resolutions #22,308 through #22,324 duly passed and adopted.

- 53277 It was moved by Darrah and seconded by Miller that Resolution #22,325, approving and authorizing execution of a Third Amendment to Agreement for Private Development with River Place Properties, LC relative to the River Place Development Project, be adopted. Following comments by Community Development Director Sheetz, Developer Mark Kittrell, and Councilmembers Harding, Miller, deBuhr and Kruse, and responses by Community Development Director Sheetz, Mr. Kittrell, and City Administrator Gaines, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: deBuhr. Motion carried. The Mayor then declared Resolution #22,325 duly passed and adopted.
- 53278 It was moved by Miller and seconded by Harding that Ordinance #2988, amending Chapter 2, Administration, of the Code of Ordinances relative to Mayor and City Administrator duties, be passed upon its first consideration. Following questions and comments by Councilmembers Darrah, Dunn, Sires and deBuhr, Jim Skaine, 2215 Clay Street, T.J. Frein, 1319 Austin Way, and Mark Kittrell, 200 State Street, #202-Z, and responses by City Attorney Rogers and Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Harding, Darrah, Dunn, Miller. Nay: Kruse, Sires. Motion carried.
- 53279 It was moved by Harding and seconded by Miller that the bills and claims of April 5, 2021 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Darrah, Sires, Dunn, Miller. Nay: None. Motion carried.
- 53280 Community Development Director Sheetz responded to a question by Councilmember Kruse about recording Planning and Zoning Work Sessions.

Councilmember Kruse responded to an earlier comment regarding lobbyists, and

Mayor Green and Attorney Rogers responded to a question by Councilmember Kruse regarding responding to public comments during public forum.

Public Works Director Schrage responded to a question by Councilmember Kruse regarding Sturgis Falls funding.

53281- Public Safety Director Olson provided information regarding the City partnering with Riverview Center to help increase education and encourage public discussion of sexual assault prevention and services.

Public Works Director Schrage provided information for the public to participate in City-Wide Cleanup Week.

53282 - It was moved by Harding and seconded by Sires that the meeting be adjourned at 9:03 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk





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



ADMINISTRATIVE PROFESSIONALS WEEK and ADMINISTRATIVE PROFESSIONALS DAY

WEEK OF APRIL 18-24, 2021 / APRIL 21, 2021

WHEREAS, Administrative Professionals coordinate the office operations of businesses, government, educational institutions, and other organizations; and

WHEREAS, the work of Administrative Professionals today requires advanced knowledge and expertise in communications, software, technology, project management, organization, customer service, and office management; and

WHEREAS, Administrative Professionals Week is observed annually in workplaces around the world to recognize the critical work of administrative staff; and

WHEREAS, the City of Cedar Falls recognizes and appreciates the vital work carried out by our own expert administrative support team; and

WHEREAS, these administrative professionals have a variety of titles, yet each has an irreplaceable role to play in the daily work of the City of Cedar Falls;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim April 18-24, 2021 as Administrative Professionals Week and April 21, 2021 as **Administrative Professionals Day** in Cedar Falls, and I do hereby urge all businesses and organizations in Cedar Falls to celebrate and recognize their excellent administrative professionals who ensure organizational success every day.

Signed this 14th day of April, 2021







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



CITY-WIDE CLEANUP WEEK

APRIL 18-24, 2021

WHEREAS, the proper disposal of trash, appliances, furniture, hazardous materials, and electronics is vital to the safety, health and welfare of Cedar Falls residents; and

WHEREAS, pristine parks, sidewalks, roadways, waterways and public spaces are a great source of enjoyment and pride for residents and visitors alike; and

WHEREAS, the city's neighborhood associations and service clubs have successfully carried out past spring cleanup events around the city, and these efforts are most worthy of celebration and duplication city-wide; and

WHEREAS, the City of Cedar Falls, the city's neighborhood associations, Green Iowa AmeriCorps, and other environmentally-minded civic organizations are providing resources, education, and materials for a successful cleanup of the city; and

WHEREAS, the Waste Trac Education Team will be hosting a Household Hazardous Waste and Electronics Drop-Off Event on Saturday, April 24 from 9am-2pm at the Public Works Complex for proper disposal of hazardous items and electronics;

NOW, THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim April 18-24, 2021 as **City-Wide Cleanup Week** throughout the city and encourage citizens to organize and participate in cleanup events and to take advantage of this opportunity to easily dispose of refuse, bulk items, electronics and hazardous materials for the betterment of our city and the environment.

Signed this 30th day of March, 2021.





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



NATIONAL VOLUNTEER WEEK

WEEK OF APRIL 18-24, 2021

WHEREAS, National Volunteer Week was established by presidential proclamation in 1974 to show the Nation's appreciation to the many millions of volunteers who improve their communities and country through efforts both large and small, each and every year; and

WHEREAS, National Volunteer Week provides a special opportunity to encourage men, women, and children of all ages to get connected to their communities by engaging in short- and long-term volunteer service opportunities; and

WHEREAS, volunteering is vital to the long-term health and prosperity of society, by carrying out activities that are necessary but unfunded; and

WHEREAS, our community is so very fortunate for the leadership of the Volunteer Center of the Cedar Valley to match interested volunteers with worthy service projects and organizations in the Cedar Valley;

NOW THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim April 18-24, 2021 as **National Volunteer Week** throughout the city and I urge all citizens to celebrate the service of our many community volunteers, and, further, to learn about volunteer opportunities through the Volunteer Center for the Cedar Valley and other civic service organizations.

Signed this 14th day of April, 2021.

CEDAR FALLS



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



ARBOR DAY

APRIL 30, 2021

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal;

NOW THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim April 30, 2021 as **Arbor Day** throughout the city and I urge all citizens celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

CUTY OF

* CEDAR

FALLS

OWA

Signed this 13th day of April, 2021.

Kostrovak





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



NEUROFIBROMATOSIS AWARENESS MONTH and WORLD NEUROFIBROMATOSIS AWARENESS DAY

MAY 2021 / MAY 17, 2021

WHEREAS, the Children's Tumor Foundation is committed to educating the public about this genetic disorder which afflicts two million people globally, including one in every 3,000 births, yet is still relatively unknown by the public; and

WHEREAS, NF affects all populations regardless of race, ethnicity or gender; and

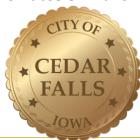
WHEREAS, NF causes tumors to grow on nerves throughout the body and also can affect the development of the brain, cardiovascular system, bones and skin and can lead to blindness, deafness, bone abnormalities, disfigurement, learning disabilities, disabling pain, and cancer; and

WHEREAS, the Children's Tumor Foundation leads efforts to promote and financially sponsor world-class medical research aimed at finding effective treatments and, ultimately, a cure for NF and is actively fostering collaborative partnerships in both science and industry to speed the drug research and development process through a number of consortia called Synodos; and

WHEREAS, the Children's Tumor Foundation improves access to quality patient health care and support through its national NF Clinic Network, its information resources, youth programs, and local chapter activities; and

WHEREAS, much work remains to be done in raising public awareness of NF to help promote early diagnosis, proper management and treatment, prevention of complications, and support for research;

NOW, THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim May 2021 as **Neurofibromatosis Awareness Month** and May 17, 2021 as **World Neurofibromatosis Awareness Day** in Cedar Falls.



Signed this 13th day of April, 2021.







| RESOLUTION | NO |
|-------------------|----|
|-------------------|----|

RESOLUTION ADOPTING AND LEVYING THE FINAL SCHEDULE OF ASSESSMENTS FOR THE 2020 SIDEWALK ASSESSMENT PROJECT, ZONE 3

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received the final schedule of assessments showing the assessments proposed to be made for the construction of the 2020 Sidewalk Assessment Project, Zone 3, Cedar Falls, Iowa, completed under contract by Feldman Concrete of Dyersville, Iowa, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and adopt said schedule of assessments; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of construction of the said improvements. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements.

NOW THEREFORE, be it resolved that said assessments of \$500.00 or more shall be payable in five (5) equal annual installments and shall bear interest at the rate of nine percent (9%) per annum, the maximum rate permitted by law, from the date of acceptance of the improvements (March 1, 2021); the first installment of each assessment, or total amount thereof, if it be less than \$500, with interest on the whole assessment from date of acceptance of the work by the Council, shall become due and payable on July 1, 2021; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1st annually thereafter, and shall be paid at the same time and in the same manner as the September semi-annual payment of ordinary taxes. Said assessments shall be payable at the office of the County Treasurer of Black Hawk County, lowa.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby authorized and directed to certify said final assessments to the County Treasurer of Black Hawk County, Iowa, to be collected in the same manner as property taxes.

APPROVED AND ADOPTED this 19th day of April, 2021.

| ATTEST: | Robert M. Green, Mayor | |
|---------------------------------------|------------------------|--|
| Jacqueline Danielsen, MMC, City Clerk | | |

FINAL SCHEDULE OF ASSESSMENTS FOR THE 2020 SIDEWALK ASSESSMENT PROJECT, ZONE 3

CEDAR FALLS, IOWA

2020 SIDEWALK ASSESSMENT PROJECT CITY PROJECT NUMBER SW - 000 - 3204

Final Statement of Expenditures for Material and Labor

| Property Owner | Mailing Address | City | St | Zip Code | Location | Legal Description | Total Cost | PAID- X |
|--------------------------------|------------------------|-----------------|----|----------|--------------------------|-------------------|------------|---------|
| Troy Danielson | 1110 West 18th Street | Cedar Falls | IA | 50613 | 1110 West 18th Street | 8914-14-283-002 | \$513.70 | Χ |
| Jane Sents | 204 9th Street | Aplington | IA | 50604 | 119 East 15th Street | 8914-13-210-008 | \$444.90 | Χ |
| Jeff Knupp | 1303 Clark Street | Dysart | IA | 52224 | 1207 West 19th Street | 8914-14-282-011 | \$380.30 | Χ |
| Kenneth Peverill | 121 East 15th Street | Cedar Falls | IA | 50613 | 121 East 15th Street | 8914-13-210-006 | \$261.50 | Χ |
| Raymond Anderson | 1215 Franklin Street | Cedar Falls | IA | 50613 | 1215 Franklin Street | 8914-13-126-006 | \$298.50 | Χ |
| Clayton Meinders | 1221 Main Street | Cedar Falls | IA | 50613 | 1221 Main Street | 8914-13-129-006 | \$536.50 | |
| Timothy Kidd | 1221 Washington Street | Cedar Falls | IA | 50613 | 1221 Washington Street | 8914-13-128-005 | \$732.00 | Χ |
| Troy Weaver | 1222 College Street | Cedar Falls | IA | 50613 | 1222 College Street | 8914-13-101-017 | \$562.60 | |
| John Dutcher | 1238 Clark Drive | Cedar Falls | IA | 50613 | 1238 Clark Drive | 8914-14-202-045 | \$389.80 | Χ |
| Thomas Rader | 1303 Clark Drive | Cedar Falls | IA | 50613 | 1303 Clark Drive | 8914-14-201-010 | \$220.80 | Χ |
| Cedar Falls Gospel Hall Assoc | 4115 Briarwood Drive | Cedar Falls | IA | 50613 | 1304 Walnut Street | 8914-13-105-010 | \$240.10 | Χ |
| Brian Wolf | 1309 Clay Street | Cedar Falls | IA | 50613 | 1309 Clay Street | 8914-13-131-004 | \$261.50 | Χ |
| Angela Novick | 1309 Iowa Street | Cedar Falls | IA | 50613 | 1309 Iowa Street | 8914-13-105-004 | \$316.30 | Χ |
| E and J Enterprises LLC | 4566 William Drive | Waterloo | IA | 50701 | 1309/1311 College Street | 8914-14-228-012 | \$291.40 | Χ |
| CV Properties LLC | P.O. Box 128 | Cedar Falls | IA | 50613 | 1310 Iowa Street | 8914-13-106-008 | \$873.40 | |
| Kimbie Dinsmore Flick | 1312 Clay Street | Cedar Falls | IA | 50613 | 1312 Clay Street | 8914-13-132-008 | \$206.90 | |
| Matthew McGeough | 5024 Samantha Circle | Cedar Falls | IA | 50613 | 1315 College Street | 8914-14-228-013 | \$306.80 | Χ |
| Sarah Stickfort | 1315 Iowa Street | Cedar Falls | IA | 50613 | 1315 Iowa Street | 8914-13-105-005 | \$251.10 | Χ |
| Gage Calhoun | 1247 Newton Street | Denver | CO | 85260 | 1316 West 18th Street | 8914-14-282-001 | \$223.00 | Χ |
| Nathan Dalziel | 1321 Clay Street | Cedar Falls | IA | 50613 | 1321 Clay Street | 8914-13-131-006 | \$230.20 | Χ |
| Bianca Pontious | 1321 Main Street | Cedar Falls | IA | 50613 | 1321 Main Street | 8914-13-133-005 | \$298.50 | Χ |
| JMZ LLC | 319 NE 9th Street | Waverly | IA | 50677 | 1322 Clay Street | 8914-13-132-006 | \$253.20 | |
| Paul Baumgartner | 1322 College Street | Cedar Falls | IA | 50613 | 1322 College Street | 8914-13-104-015 | \$306.80 | |
| Michael Panther | 1322 Franklin Street | Cedar Falls | IA | 50613 | 1322 Franklin Street | 8914-13-131-007 | \$253.20 | |
| Andrew Tetmeyer | 1010 State Street | Cedar Falls | IA | 50613 | 1322/1324 Main Street | 8914-13-204-004 | \$306.80 | |
| Walter Petersen | 1402 State Street | Cedar Falls | IA | 50613 | 1402 State Street | 8914-13-208-015 | \$562.60 | |
| Hi Yield LLC | P.O. Box 128 | Cedar Falls | IA | 50613 | 1403 State Street | 8914-13-207-021 | \$1,201.80 | |
| Joshua 24 15 Properties LLC | P.O. Box 304 | Cedar Falls | IA | 50613 | 1403 Washington Street | 8914-13-136-004 | \$527.00 | Χ |
| Daniel Carbiener | 1404 College Street | Cedar Falls | IA | 50613 | 1404 College Street | 8914-13-107-001 | \$1,722.10 | |
| Hi Yield LLC | P.O. Box 128 | Cedar Falls | IA | 50613 | 1404 Main Street | 8914-13-207-011 | \$1,480.80 | |
| Paul Siddens III LIV Trust | 1408 West 18th Street | Cedar Falls | IA | 50613 | 1408 West 18th Street | 8914-14-253-009 | \$299.95 | Χ |
| Marian Lindberg | 1410 Washington Street | Cedar Falls | IA | 50613 | 1410 Washington Street | 8914-13-137-009 | \$201.60 | Χ |
| Mauricio Miranda Garcia | P.O. Box 15201 | Fort Lauderdale | FL | 33318 | 1412 State Street | 8914-13-208-012 | \$252.20 | |
| CV Properties LLC | P.O. Box 128 | Cedar Falls | IA | 50613 | 1421 Tremont Street | 8914-13-110-005 | \$261.50 | |
| Brad Howard | 5314 Celtic Court | Cedar Falls | IA | 50613 | 1504 Walnut Street | 8914-13-113-001 | \$562.60 | Х |
| Northwestern Bell Telephone Co | 756 9th Street | Des Moines | IA | 50309 | 1504 Washington Street | 8914-13-141-010 | \$1,338.90 | Х |
| Michael Crall | 1504 Main Street | Cedar Falls | IA | 50613 | 1504/1506 Main Street | 8914-13-210-001 | \$298.30 | Х |
| Stephanie Saak | 1509 Franklin Street | Cedar Falls | IA | 50613 | 1509 Franklin Street | 8914-13-138-004 | \$306.80 | Х |
| Allen Messerschmidt | 1509 Walnut Street | Cedar Falls | IA | 50613 | 1509 Walnut Street | 8914-13-112-003 | \$306.80 | Х |
| B2K Properties LLC | P.O. Box 92 | Cedar Falls | IA | 50613 | 1510 College Street | 8914-13-111-008 | \$544.80 | Х |
| Kevin Bash | 1510 Olive Street | Cedar Falls | IA | 50613 | 1510 Olive Street | 8914-13-112-008 | \$308.00 | Х |
| Marilyn DeKruyff | 1515 Clay Street | Cedar Falls | IA | 50613 | 1515 Clay Street | 8914-13-139-004 | \$253.70 | |
| Aidan Moran | 1515 Main Street | Cedar Falls | IA | 50613 | 1515 Main Street | 8914-13-141-004 | \$316.50 | |

| Caleb Krapfl | 1515 Tremont Street | Cedar Falls | IA | 50613 | 1515 Tremont Street | 8914-13-114-004 | \$231.55 | |
|-------------------------------|--------------------------|----------------|----|-------|------------------------|-----------------|------------|---|
| Lucille Lettow | 1516 College Street | Cedar Falls | IA | 50613 | 1516 College Street | 8914-13-111-007 | \$388.90 | Χ |
| Nancy Koehn | 1521 Franklin Street | Cedar Falls | IA | 50613 | 1521 Franklin Street | 8914-13-138-006 | \$306.80 | Х |
| Katie Kolar | 1521 Iowa Street | Cedar Falls | IA | 50613 | 1521 Iowa Street | 8914-13-113-005 | \$562.60 | |
| Mitchel Bloomquist | 1523 Main Street | Cedar Falls | IA | 50613 | 1523 Main Street | 8914-13-141-005 | \$664.00 | Х |
| Prudence Naber | 3466 Hammond Avenue | Waterloo | IA | 50702 | 1603 Tremont Street | 8914-13-154-002 | \$863.90 | |
| Dolly's Rentals LLC | P.O. Box 128 | Cedar Falls | IA | 50613 | 1604 Olive Street | 8914-13-152-001 | \$262.70 | |
| Steven Bundy | 1609 Main Street | Cedar Falls | IA | 50613 | 1609 Main Street | 8914-13-179-005 | \$343.60 | Х |
| Mary Bienfang | 3004 Cedar Heights Drive | Cedar Falls | IA | 50613 | 1612 Main Street | 8914-13-251-002 | \$242.50 | Χ |
| Lindsey Kotz | 1615 Main Street | Cedar Falls | IA | 50613 | 1615 Main street | 8914-13-179-006 | \$334.10 | X |
| Alex Becker | 1616 Iowa Street | Cedar Falls | IA | 50613 | 1616 Iowa Street | 8914-13-154-008 | \$308.00 | |
| Andrew Morse | 1621 Franklin Street | Cedar Falls | IA | 50613 | 1621 Franklin Street | 8914-13-176-004 | \$316.30 | Х |
| Richard Fauser | 1622 Washington Street | Cedar Falls | IA | 50613 | 1622 Washington Street | 8914-13-179-008 | \$308.00 | Χ |
| Judy Crew | 1624 Main Street | Cedar Falls | IA | 50613 | 1624 Main Street | 8914-13-251-004 | \$251.00 | |
| Laura Jackson | 1703 Washington Street | Cedar Falls | IA | 50613 | 1703 Washington Street | 8914-13-182-002 | \$435.40 | X |
| Joshua 24 15 Properties LLC | P.O. Box 304 | Cedar Falls | IA | 50613 | 1709 Franklin Street | 8914-13-180-003 | \$298.50 | X |
| Shelly Gates | 1791 310th Street | Rowley | IA | 52329 | 1710 Franklin Street | 8914-13-181-008 | \$306.80 | Χ |
| CV Properties LLC | P.O. Box 128 | Cedar Falls | IA | 50613 | 1721 Clay Street | 8914-13-181-005 | \$1,412.70 | |
| DT Rentals LLC | 32322 140th Street | Cedar Falls | IA | 50613 | 1722 Washington Street | 8914-13-183-007 | \$261.50 | Χ |
| Panther Builders LLC | P.O. Box 128 | Cedar Falls | IA | 50613 | 1803 College Street | 8914-14-283-009 | \$306.80 | |
| Mark Hecimovich | 221 West 13th Street | Cedar Falls | IA | 50613 | 221 West 13th Street | 8914-13-128-007 | \$206.35 | X |
| Brent Schweer | 602 Tammy Street | Janesville | IA | 50647 | 221 West 18th Street | 8914-13-182-006 | \$1,767.40 | Χ |
| William Giesler | 1007 Lindale Road | Cedar Falls | IA | 50613 | 324 West 12th Street | 8914-13-127-001 | \$454.40 | X |
| No Boundry LLC | 4118 Briarwood Drive | Council Bluffs | IA | 51503 | 3434 Tucson Drive | 8914-24-279-009 | \$580.00 | X |
| Konrad Sadkowski | 1309 Franklin Street | Cedar Falls | IA | 50613 | 418 West 13th Street | 8914-13-130-007 | \$306.80 | X |
| Edward See | 420 West 12th Street | Cedar Falls | IA | 50613 | 420 West 12th Street | 8914-13-126-013 | \$306.80 | X |
| Adri Tjoa | 524 West 12th Street | Cedar Falls | IA | 50613 | 524 West 12th Street | 8914-13-103-001 | \$1,320.90 | X |
| John McCabe | 713 West 14th Street | Cedar Falls | IA | 50613 | 713 West 14th Street | 8914-13-104-011 | \$362.60 | X |
| Bigs Real Estate Holdings LLC | 3633 N. Union Road | Cedar Falls | IA | 50613 | 723 West 18th Street | 8914-13-156-007 | \$663.90 | Χ |
| Courtney Banwart | 820 West 12th Street | Cedar Falls | IA | 50613 | 820 West 12th Street | 8914-13-101-001 | \$836.60 | Χ |
| Gregory Tovar | 821 West 18th Street | Cedar Falls | IA | 50613 | 821 West 18th Street | 8914-13-155-007 | \$818.60 | Χ |
| Gunda Brost | 902 West 12th Street | Cedar Falls | IA | 50613 | 902 West 12th Street | 8914-14-227-009 | \$306.80 | |
| Nicholas Bonewitz | 4117 Cedar Wapsi Road | Cedar Falls | IA | 50613 | 909 West 19th Street | 8914-14-283-012 | \$271.00 | |

\$36,313.55 Unpaid Assessments \$14,127.65



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: April 6, 2021

SUBJECT: Mayor/City Administrator Ordinance amendments

Please find attached proposed ordinance amendments as approved by Council during the Committee of the Whole meeting on March 15, 2021.

Please feel free to contact me with any questions.

ORDINANCE NO. 2988

AN ORDINANCE (1) REPEALING SECTION 2-187, POWERS AND DUTIES, OF DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, DMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-187, POWERS AND DUTIES; AND (2) AMENDING DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDFAR FALLS, IOWA, BY ENACTING A NEW SECTION 2-188, EMERGENCIES; AND (3) REPEALING DIVISION 3, CITY ADMINISTRATOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, CITY ADMINISTRATOR, CONSISTING OF SECTION 2-213, CREATED, SECTION 2-214, APPOINTMENT, SECTION 2-215, REMOVAL FROM POSITION, SECTION 2-216, CITY COUNCIL POLICY GUIDANCE, SECTION 2-217, SUPERVISION AND EVALUATION, NEW SECTION 2-218, POWER AND DUTIES, SECTION 2-219, EMERGENCIES, SECTION 2-220, OATH; BOND, SECTION 2-221, COMPENSATION, SECTION 2-222, APPOINTMENTS, AND SECTION 2-223, VACANCY AND ACTING CITY ADMINISTRATOR.

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

Section 1. Section 2-187, Powers and Duties, of Division 2, Mayor, of Article III, Officers and Employees, 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 2-187 is enacted in lieu thereof, as follows:

Sec. 2-187. - Powers and duties.

- (a) Generally. The mayor shall be the chief executive officer of the city and shall have the power to oversee all functions and operations of the city. The mayor shall retain and exercise all authority over the conduct of the city government.
- (b) Specific powers and duties.
 - (1) The mayor shall supervise and evaluate the performance of the city administrator, with input of the council, as provided for in Sec. 2-217. The mayor shall give direction as necessary concerning the functions of city departments and may call for special reports from the city administrator at any time.
 - (2) The mayor shall act as presiding officer at all regular and special council meetings, and shall approve the meeting agenda. However, all final authority over the council meeting agenda shall be retained and exercised by the council. The mayor is not a member of the council and shall not vote as a member of the council. The mayor pro tem shall preside at all regular and special council meetings in the mayor's absence.
 - (3) The mayor may sign, veto or take no action on any ordinance, amendment or resolution passed by the council. The mayor may veto an ordinance, amendment or resolution within fourteen days after passage. If the mayor vetoes a measure, the

mayor must explain the reason for such veto in writing to the council at the time of the veto. The council may repass a measure over the mayor's veto within 30 days by a two-thirds majority of all members of the council. If the mayor vetoes a measure and the council repasses the measure after the mayor's veto, a resolution becomes effective immediately upon repassage, and an ordinance or amendment becomes a law when published, unless a subsequent effective date is provided within the measure. A vetoed measure must be placed on the council agenda for consideration of repassage within 30 days of the veto, either at a regular council meeting or at a special meeting called for such purpose.

- (4) The mayor shall enforce all regulations and ordinances.
- (5) The mayor shall appoint all members of authorized city boards and commissions, subject to council approval.
- (6) The mayor shall sign all deeds and contracts on behalf of the city which are approved by the city council, unless authority is delegated to another officer or employee by the council.
- (7) The mayor shall make such oral or written reports to the city council as required, but at least on a monthly basis.
- (8) The mayor shall annually submit to the council an itemized budget of revenues and expenditures.
- (9) Immediately after taking office, and after the first council meeting of each calendar year thereafter, the mayor shall appoint one member of the city council as mayor pro tempore who shall serve a one-year term, or until a successor is appointed. Except for the limitations otherwise provided in this section, the mayor pro tempore shall perform the duties of the mayor in cases of absence or inability of the mayor to perform the mayor's duties. In the exercise of the duties of the mayor's office, the mayor pro tempore shall not have power to employ or discharge from employment officers or employees that the mayor has the power to appoint, employ or discharge. The mayor pro tempore retains all of the powers of a council member.
- (10)The mayor and city clerk shall execute general obligation bonds and revenue bonds upon the conclusion of council proceedings for issuance.
- (11) The mayor shall act as the ombudsman for the city, and address complaints and concerns regarding the operation and activities of the municipal government and its officers.
- (12) The mayor shall assist the council to develop long-term goals for the city and strategies to implement these goals.
- (c) Additional duties. In addition to the duties enumerated in this division, the mayor shall perform such other duties compatible with the nature of the mayor's office as the council may, from time to time, require, and as are required by law and conferred upon the mayor by statute.

Section 2. Division 2, Mayor, of Article III, Officers and Employees, of Chapter 2, Administration, of The Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by enacting a new Section 2-188, Emergencies, as follows:

Sec. 2-188. - Emergencies.

- (a) In the event of emergency the mayor shall exercise all powers and authorities provided for in the city's multi-hazard emergency operations plan.
- (b) The mayor has authority to take command of the police and govern the city by proclamation when the mayor determines that a time of emergency or public danger exists. Within the city limits, the mayor has all powers conferred upon the sheriff to suppress disorders.

Section 3. Division 3, City Administrator, of Article III, Officers and Employees, 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 Division 3, City Administrator, is enacted in lieu thereof, as follows:

DIVISION 3. CITY ADMINISTRATOR

Sec. 2-213. - Created.

There is hereby established in the city the position of city administrator.

Sec. 2-214. - Appointment.

The city administrator shall be appointed by majority vote of the city council for an indefinite term. The administer shall be chosen by the council solely on the basis of executive and administrative qualifications with special reference to actual experience in or knowledge of accepted practice in respect to the duties of the office hereinafter set forth. At the time of this appointment, the appointee need not be a resident of the city or state, but during the administrator's tenure of office, shall reside within the city.

Sec. 2-215. - Removal from position.

The city council may remove the city administrator at any time without cause by a majority vote of its members. If requested by the city administrator, a name clearing public hearing shall be granted by the council within 30 days following notice of removal, as provided by Iowa Code § 372.15. During the interim, the council may suspend the administrator from duty, but shall continue the administrator's salary and, if the removal becomes final, shall pay the respective severance benefit negotiated within the administrator's contract or the severance granted to other city employees under city council adopted personnel policies.

Sec. 2-216. - City council policy guidance.

The city council shall annually adopt broad goals, objectives and program performance measures to guide the city administrator in the development of an annual operating budget, capital improvements program and administration of city projects and programs.

Sec. 2-217. - Supervision and evaluation.

The mayor shall supervise and evaluate the performance of the city administrator, with input of the council. Said evaluation shall be available for review by the council. The city administrator may request a closed meeting with the city council to discuss performance annually, as provided by state statute.

Sec. 2-218. - Power and duties.

The city administrator shall be the chief administrative officer (CAO) of the city, responsible to the mayor and city council for the management of all city affairs placed in the administrator's charge by city ordinance.

- (1) The city administrator shall direct and supervise all departments, offices and agencies of the city, except as otherwise provided by this Code or by law.
- (2) The city administrator shall attend city council meetings. The city administrator shall have the right to take part in discussion but shall not vote.
- (3) The city administrator shall see that all laws, provisions of this Code, resolutions, ordinances and acts of the city council, subject to enforcement by the city administrator or by officers subject to the administrator's direction and supervision, are faithfully executed.
- (4) The city administrator shall recommend to the council such measures as the administrator may deem necessary for good efficient government and the general welfare of the city.
- (5) The city administrator shall be directly responsible to the mayor and council for the development, administration, enforcement and proper functioning of policies, contracts and agreements approved by council, including but not limited to:
 - (a) labor agreements;
 - (b) personnel policies;
 - (c) administrative policies and procedures;
 - (d) risk management policies, procedures and claims resolution;
 - (e) purchasing agreements.
- (6) The city administrator shall supervise the performance of all contracts for work and services to be done for the city except as specified otherwise in said construction or service program involved.
- (7) The city administrator shall maintain an accounting of all obligations, agreements, commitments, and contractual franchises involving the city and report to the mayor and council any deviations from the exact terms as specified.
- (8) The city administrator shall direct the purchasing of all commodities, materials, supplies, capital outlay, and services for all departments of the city that have been budgeted and appropriated by a resolution of the council and enforce a program to determine that such purchases are received and are of the quality and character called for in the order.
- (9) The city administrator shall require the taking of bids on all matters deemed advisable as required by law, or as directed by the council.
- (10) The city administrator shall oversee the city's legal representation and the prosecution of all code violations
- (11) The city administrator shall have the authority to employ any person for emergency purposes as deemed necessary for the welfare of the city, but in no case shall said employment be extended after the first council meeting following the date of employment, unless otherwise approved by vote of the council.

- (12) The city administrator shall supervise and manage all buildings, structures, and land under the jurisdiction of the council and shall also be charged with the care and preservation of all city-owned equipment, tools, machinery, appliances, supplies, and commodities under the control of employees or departments over which the city administrator has, by this division, specific authority.
- (13) The city administrator shall have the power to appoint, employ, transfer, promote, reclassify, recommend a rate of pay, discipline, or discharge all persons to city service, subject to civil service provisions and lowa Code ch. 20 unless such power is specifically assigned by law to another appointing authority. The city administrator may authorize any officer or employee subject to the administrator's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency.
- (14) The city administrator shall oversee development and execution of the city's economic development program in accordance with council's established economic development policies and priorities.
- (15) The city administrator shall at all times, maintain accurate and current records of all affairs of the departments under the administrator's jurisdiction, and in a form acceptable by the council. Copies of such reports shall be available for public inspection.
- (16) The city administrator shall assist the council committees in the execution of their reviews, investigations, reports and assignments, and perform in compliance with their directives; provided, same is not in conflict with established procedure governed by this division or not in conflict with existing city ordinances.
- (17) The city administrator shall prepare and submit the annual budget and capital improvements program to the mayor for review based upon approved city council goals; and shall implement the final budget as approved by city council;
- (18) The city administrator shall submit to the city council a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (19) The city administrator shall make such other reports as the city council may require.
- (20) The city administrator shall keep the city council fully advised as to the financial condition and future needs of the city.
- (21) The city administrator shall provide staff support services for the mayor and councilmembers.
- (22) The city administrator shall assist the council to develop long-term goals for the city and strategies to implement these goals.
- (23) The city administrator shall perform such other duties as are specified in this Code, state statute or may be required by the city council or mayor and are compatible with the office; and
- (24) The city administrator shall cooperate with, and render assistance requested byby the city's authorized agencies, boards, commissions or committees.

Sec. 2-219. - Emergencies.

(a) The administrator shall exercise all powers and authorities granted and outlined by the city's multi-hazard emergency operations plan.

(b) In case of accident, disaster, or other circumstance creating a public emergency, the city administrator may make purchases for the purpose of meeting said emergency; but the administrator shall file promptly with council a certificate showing such emergency and the necessity for such action, together with an itemized account of all expenditures.

Sec. 2-220. – Oath; Bond.

The city administrator shall, prior to entering the duties of the office, take the oath or affirmation, and shall furnish a surety bond to be approved by the council, said bond to be conditioned on the faithful performance of all the administrator's duties. The premium of the bond shall be paid by the city.

Sec. 2-221. - Compensation.

The city administrator shall receive such compensation as the council shall fix from time to time within the city's annual payroll resolution.

Sec. 2-222. - Appointments.

The city administrator shall recommend the appointment of all department directors to the mayor for city council approval. The city administrator shall participate in making recommendations to the mayor, for city council approval, for appointment of the police chief, as provided in sections 2-948 and 2-949, for appointment of the fire chief, as provided in sections 2-978 and 2-979, and for appointment of the city clerk, as provided in section 2-308(b)(2).

Sec. 2-223. - Vacancy and acting city administrator.

In the event of the city administrator's absence or inability to perform the duties of the office, the city administrator shall designate a department director as acting city administrator. If the city administrator is unable to make the designation for any reason, then such designation shall be made by the mayor. Any designation by the mayor exceeding 20 calendar days shall be approved by the city council. The designee shall have and exercise all the powers and duties of the city administrator.

| INTRODUCED: | April 5, 2021 | | |
|---|---------------|------------------------|--|
| PASSED 1 ST CONSIDERATION: | April 5, 2021 | | |
| PASSED 2 ND CONSIDERATION: _ | | | |
| PASSED 3 RD CONSIDERATION: _ | | | |
| ADOPTED: | | | |
| | | | |
| | | | |
| ATTEST: | | Robert M. Green, Mayor | |
| | | | |
| Jacqueline Danielsen, MMC, City C | lerk | | |

| ORDINANCE | NO. | |
|------------------|-----|--|
| | | |

AN ORDINANCE (1) REPEALING SECTION 2-187, POWERS AND DUTIES, OF DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-187, POWERS AND DUTIES; AND (2) AMENDING DIVISION 2, MAYOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDFAR FALLS, IOWA, BY ENACTING A NEW SECTION 2-188, EMERGENCIES; AND (3) REPEALING DIVISION 3, CITY ADMINISTRATOR, OF ARTICLE III, OFFICERS AND EMPLOYEES, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, CITY ADMINISTRATOR, CONSISTING OF SECTION 2-213, CREATED, SECTION 2-214, APPOINTMENT, SECTION 2-215, REMOVAL FROM POSITION, SECTION 2-216, CITY COUNCIL POLICY GUIDANCE, SECTION 2-217, SUPERVISION AND EVALUATION, NEW SECTION 2-218, POWER AND DUTIES, SECTION 2-219, EMERGENCIES, SECTION 2-220, OATH; BOND, SECTION 2-221, COMPENSATION, SECTION 2-222, APPOINTMENTS, AND SECTION 2-223, VACANCY AND ACTING CITY ADMINISTRATOR.

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

Section 1. Section 2-187, Powers and Duties, of Division 2, Mayor, of Article III, Officers and Employees, 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 2-187 is enacted in lieu thereof, as follows:

Sec. 2-187. - Powers and duties.

- (a) Generally. The mayor shall be the chief executive officer of the city and shall have the power to oversee all functions and operations of the city. The mayor shall retain and exercise all authority over the conduct of the city government. a conservator of the peace, and, within the limits of the corporation, shall have all the powers conferred upon sheriffs to suppress disorders. He shall be the chief executive officer thereof, and it shall be his duty to enforce all regulations and ordinances; and he may, upon view, arrest anyone guilty of a violation thereof, or of any crime under the laws of the state. The mayor shall, upon information supported by affidavit, issue process for the arrest of any person charged with violating any ordinance of the corporation; and shall supervise the conduct of all corporate officers, examine into the grounds of complaint made against them, and cause all neglect or violation of duty to be corrected, or report the neglect or violation of duty to the proper tribunal, that it may be dealt with as provided by law.
- (b) Specific powers and duties.
 - (1) The mayor shall supervise and evaluate the performance of the city administrator, with input of the council, as provided for in Sec. 2-217. The mayor shall give direction as necessary concerning the functions of city departments and may call for special reports from the city administrator at any time. The mayor shall supervise all departments of the

- city and give direction to the department heads concerning the functions of the departments. The mayor shall have the power to examine all functions of the municipal departments and their records and to call for special reports from department heads at any time.
- (2) The mayor shall act as presiding officer at all regular and special council meetings, and shall approve the meeting agenda. However, all final authority over the council meeting agenda shall be retained and exercised by the council. The mayor is not a member of the council and shall not vote as a member of the council. The mayor pro tem shall preside at all regular and special council meetings serve in this capacity in the mayor's absence.
- (3) The mayor may sign, veto or take no action on any ordinance, amendment or resolution passed by the council. The mayor may veto an ordinance, amendment or resolution within fourteen days after passage. If the mayor vetoes a measure, the mayor must explain the reason for such veto in writing to the council at the time of the veto. The council may repass a measure over the mayor's veto within 30 days by a two-thirds majority of all members of the councilmembers. If the mayor vetoes a measure and the council repasses the measure after the mayor's -veto, a resolution becomes effective immediately upon repassage, and an ordinance or amendment becomes a law when published, unless a subsequent effective date is provided within the measure. A vetoed measure must be placed on the council agenda for consideration of repassage within 30 days of the veto, either at a regular council meeting or at a special meeting called for such purpose.
- (4) The mayor shall make appropriate provision that duties of any absentee officer be carried on during the officer's absence. The mayor shall enforce all regulations and ordinances.
- (5) The mayor shall represent the city in all negotiations properly entered into in accordance with law or ordinance. The mayor shall not represent the city where this duty is specifically delegated to another officer by law or ordinance. The mayor shall appoint all members of authorized city boards and commissions, subject to council approval.
- (6) The mayor shall, whenever authorized by the council, sign all deeds and contracts on behalf of the city which are approved by the city council, unless authority is delegated to another officer or employee by the council.
- (7) The mayor shall make such oral or written reports to the city council <u>as required, but at least on a monthly basis</u> at the first meeting of every month as referred. These reports shall concern municipal affairs generally, the municipal departments and recommendations suitable for council action.
- (8) The mayor shall annually prepare and submit to the council an itemized budget of revenues and expenditures.
- (9) Immediately after taking office, and after the first council meeting of each calendar year thereafter, the mayor shall appointdesignate one member of the city council as mayor pro tempore who shall serve a one-year term, or until a successor is appointed. The mayor pro tempore shall be vice-president of the council. Except for the limitations otherwise provided in this section, the mayor pro tempore shall perform the duties of the mayor in cases of absence or inability of the mayor to perform the mayor's his duties. In the exercise of the duties of the mayor's office, the mayor pro tempore shall not have power to employ or discharge from employment officers or employees that the mayor has the power to appoint, employ or discharge. The mayor pro tempore

- retains all of the powers of a council membershall have the right to veto as a member of the council.
- (10)The mayor shall, upon order of the city council, secure for the city specialized and professional services not already available to the city. In executing the order of the city council, the mayor shall conduct himself in accordance with city ordinances and the laws of the state. The mayor and city clerk shall execute general obligation bonds and revenue bonds upon the conclusion of council proceedings for issuance.
- (11) The mayor may appoint an administrative assistant to assist in matters of administration and supervision as budgeted by the city council.
- (1142) The mayor shall act as the ombudsman for the city, and address complaints and concerns regarding the operation and activities of the municipal government and its officers. The mayor shall sign all licenses and permits which have been granted by the council, except those designated by law or ordinance to be issued by another municipal officer.
- (123) The mayor shall assist the council to develop long-term goals for the city and strategies to implement these goals. The mayor shall order, in writing, the removal, at public expense, of any nuisance for which no person can be found responsible and liable.
- (c) Additional duties. In addition to the duties enumerated in this division, the mayor shall perform such other duties compatible with the nature of the mayor's his office as the council may, from time to time, require, and as are required by law and conferred upon the mayorhim by statute.
- (d) Duties in connection with elections.
 - (1) The mayor shall perform such duties in connection with the holding of the city or ward elections and registrations therefor as are prescribed by the laws of the state.
 - (2) The mayor shall cause at least ten days' notice of elections and of all questions to be submitted to the voters of the city by issuing a proclamation and stating therein the place of holding the election in each ward by the council, the questions to be submitted, and all of the officers to be elected at such election in the city or wards by the qualified voters thereof. The mayor shall cause a copy of the proclamation and notice to be published at least ten days prior to the election in one issue of a daily newspaper of general circulation published in the English language in the city.

(Code 2017, § 2-155)

Section 2. Division 2, Mayor, of Article III, Officers and Employees, of Chapter 2, Administration, of The Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by enacting a new Section 2-188, Emergencies, as follows:

Sec. 2-188. - Emergencies.

(a) In the event of emergency the mayor shall exercise all powers and authorities provided for in the city's multi-hazard emergency operations plan.

(b) The mayor has authority to take command of the police and govern the city by proclamation when the mayor determines that a time of emergency or public danger exists. Within the city limits, the mayor has all powers conferred upon the sheriff to suppress disorders.

Section 3. Division 3, City Administrator, of Article III, Officers and Employees, 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 Division 3, City Administrator, is enacted in lieu thereof, as follows:

DIVISION 3. CITY ADMINISTRATOR

Sec. 2-213. - Created.

There is hereby established in the city the position of city administrator.

Sec. 2-214. - Appointment.

The city administrator shall be appointed by majority vote of the city council for an indefinite term. The administer shall be chosen by the council solely on the basis of executive and administrative qualifications with special reference to actual experience in or knowledge of accepted practice in respect to the duties of the office hereinafter set forth. At the time of this appointment, the appointee need not be a resident of the city or state, but during the administrator's tenure of office, shall reside within the city.

Sec. 2-215. - Removal from position.

The city council may remove the city administrator at any time without cause by a majority vote of its members. If requested by the city administrator, a name clearing public hearing shall be granted by the council within 30 days following notice of removal, as provided by Iowa Code § 372.15. During the interim, the council may suspend the administrator from duty, but shall continue the administrator's salary and, if the removal becomes final, shall pay the respective severance benefit negotiated within the administrator's contract or the severance granted to other city employees under city council adopted personnel policies.

Sec. 2-216. - City council policy guidance.

The city council shall annually adopt broad goals, objectives and program performance measures to guide the city administrator in the development of an annual operating budget, capital improvements program and administration of city projects and programs.

Sec. 2-217. - Supervision and evaluation.

The mayor shall supervise and evaluate the performance of the city administrator, with input of the council and the mayor shall prepare an annual performance evaluation of the city administrator. Said evaluation shall be available for review by the council. The city administrator may request a closed meeting with the city council to discuss performance annually, as provided by state statute.

Sec. 2-218. - Power and duties.

The city administrator shall be the chief administrative officer (CAO) of the city, responsible to the mayor and city council for the management of all city affairs placed in the administrator's charge by city ordinance. The city administrator shall:

- (1) The city administrator shall dDirect and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by this Code or by law.;
- (2) Appoint and suspend or remove all city employees and appointive administrative officers provided for by or under this Code, except as otherwise provided by law, this Code or personnel policies adopted by the city council. The city administrator may authorize any administrative officer subject to the administrator's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency;
- (23) The city administrator shall aAttend—all city council meetings. The city administrator shall have the right to take part in discussion but shall not vote; .
- (34) The city administrator shall sSee that all laws, provisions of this Code, resolutions, ordinances and acts of the city council, subject to enforcement by the city administrator or by officers subject to the administrator's direction and supervision, are faithfully executed;.
- (45) The city administrator shall rRecommend to the mayor and council such measures as the administrator may deem necessary for good efficient government and the general welfare of the city; .
- (56) The city administrator shall be directly responsible to the mayor and council for the development, administration, enforcement and proper functioning of policies, contracts and agreements approved by council, including but not limited to:
 - (a) labor agreements;
 - (b) personnel policies;
 - (c) administrative policies and procedures;
 - (d) risk management policies, procedures and claims resolution;
 - (e) purchasing agreements.

Have general supervision and direction of the administration of the following departments, offices, classifications, and services and be directly responsible to the mayor and council for the proper function of same:

- Department of finance and business operations;
- b. Department of public works;
- c. Department of community development;
- d. Department of public safety services;
- e. Budget and capital improvements preparation and operation;
- f. Purchasing, contracts and agreements as approved by council;
- g. Administrative policies and procedures;
- h. Personnel policies and procedures;
- i. Labor agreements;

- j. City legal representation and the prosecution of all code violations;
- k. Risk management policies, procedures and claims resolution;
- I. Economic development policies and procedures;
- m. All others as directed by council.
- (67) The city administrator shall supervise the performance of all contracts for work and services to be done for the city except as specified otherwise in said construction or service program involved:
- (78) The city administrator shall mMaintain an accounting of all obligations, agreements, commitments, and contractual franchises involving the city and report to the mayor and council any deviations from the exact terms as specified;.
- (89) The city administrator shall Be authorized to direct the purchasing of all commodities, materials, supplies, capital outlay, and services for all departments of the city that have been budgeted and appropriated by a resolution of the council and enforce a program to determine that such purchases are received and are of the quality and character called for in the order.
- (<u>910</u>) The city administrator shall rRequire the taking of bids on all matters deemed advisable as required by law, or as directed by the council;
- (104) The city administrator shall oversee the city's legal representation and the prosecution of all code violations. Have the power to hire, suspend, or discharge any employee over which the manager has, by this article, authority to appoint or employ, subject to civil service provisions and lowa Code ch. 20 and city council concurrence where necessary;
- (112) The city administrator shall help and the authority to employ any person for emergency purposes as deemed necessary for the welfare of the city, but in no case shall said employment be extended after the first council meeting following the date of employment, unless otherwise approved by vote of the council;
- (123) The city administrator shall sSupervise and manage all buildings, structures, and land under the jurisdiction of the council and shall also be charged with the care and preservation of all city-owned equipment, tools, machinery, appliances, supplies, and commodities under the control of employees or departments over which the city administrator has, by this division, specific authority;-.
- (134) The city administrator shall hHave the power to appoint, employ, transfer, promote, reclassify, recommend a rate of pay, discipline, or discharge all persons to city service, subject to civil service provisions and lowa Code ch. 20 unless such power is specifically assigned by law to another appointing authority. The city administrator may authorize any officer or employee subject to the administrator's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office or agency;.
- (145) The city administrator shall oversee development and execution of the city's economic development program in accordance with council's established economic development policies and priorities. Review and comment on personnel actions made by the police and fire chiefs to the mayor and city council;
- (16) Develop, administer, and enforce personnel rules and regulations for employees under the authority delegated to the office of city administrator;

- (157) The city administrator shall aAt all times, maintainbe responsible for the maintenance of accurate and current records of all affairs of the departments under the administrator's jurisdiction, and in a form acceptable by the council. Copies of such reports shall be available for public inspection;
- (168) The city administrator shall aAssist the council committees in the execution of their reviews, investigations, reports and assignments, and perform in compliance with their directives; provided, same is not in conflict with established procedure governed by this division or not in conflict with existing city ordinances;
- (19) Perform duties and have direct authority on all matters delegated by council action;
- (1720) The city administrator shall p-Prepare and submit the annual budget and capital improvements program to the mayor for review based upon approved city council goals; and shall implement the final budget as approved by city council;
- (1821) The city administrator shall sSubmit to the city council—and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;.
- (<u>1922</u>) <u>The city administrator shall m</u>Make such other reports as the city council may require concerning operations;
- (2<u>0</u>3) The city administrator shall kKeep the city council fully advised as to the financial condition and future needs of the city;
- (24) Make recommendations to the city council concerning the affairs of the city and facilitate the work of the city council in developing policy; .
- (2<u>15</u>) The city administrator shall pProvide staff support services for the mayor and councilmembers; _.
- (226) The city administrator shall aAssist the council to develop long-term goals for the city and strategies to implement these goals;
- (27) Encourage and provide staff support for regional and intergovernmental cooperation;
- (28) Implement partnerships endorsed by the mayor and council that develop good public policy and the building of a sense of community;
- (239) The city administrator shall pPerform such other duties as are specified in this Code, state statute or may be required by the city council or mayor and are compatible with the office; and
- (2430) The city administrator shall cCooperate with, and rendergive assistance requested by, the Sartori Memorial Hospital, Inc., board of directors, the board of trustees of the city public library, the city utilities board of trustees, or any other administrative by the city's authorized agenciesy, boards, commissions or committees of the city.

Sec. 2-219. - Emergencies.

- (a) The administrator shall exercise all powers and authorities granted and outlined by the city's multi-hazard emergency operations plan.
- (b) In case of accident, disaster, or other circumstance creating a public emergency, the city administrator may make purchases for the purpose of meeting said emergency; but the administrator shall file promptly with council a certificate showing such emergency and the necessity for such action, together with an itemized account of all expenditures.

Sec. 2-220. - Oath; Bond.

The city administrator shall, prior to entering the duties of the office, take the oath or affirmation, and shall furnish a surety bond to be approved by the council, said bond to be conditioned on the faithful performance of all the administrator's duties. The premium of the bond shall be paid by the city.

Sec. 2-221. - Compensation.

The city administrator shall receive such compensation as the council shall fix from time to time within the city's annual payroll resolution.

Sec. 2-222. - Appointments.

The city administrator shall recommend the appointment of all department directors to the mayor for city council approval. The city administrator shall participate in making recommendations to the mayor, for city council approval, for appointment of the police chief, as provided in sections 2-948 and 2-949, for appointment of the fire chief, as provided in sections 2-978 and 2-979, and for appointment of the city clerk, as provided in section 2-308(b)(2).

Sec. 2-223. - Vacancy and acting city administrator.

In the event of the <u>city administrator's</u> absence or inability of the <u>city administrator</u> to perform the duties of the <u>city administrator's</u> office, the city administrator shall <u>designate appoint a department director as an</u> acting city administrator. For any reason, including those periods of time when the council has not appointed a city administrator, then such designation shall be made by the mayor shall appoint one of the department directors as the acting city administrator. Any designation by the mayor exceeding 20 calendar days shall be approved by the city council. Theis designee appointed and exercise all the powers and duties of the city administrator.

| INTRODUCED: | |
|---------------------------------------|------------------------|
| PASSED 1 ST CONSIDERATION: | |
| PASSED 2 ND CONSIDERATION: | |
| PASSED 3 rd CONSIDERATION: | |
| ADOPTED: | |
| | |
| | |
| ATTEST: | Robert M. Green, Mayor |
| | |
| Jacqueline Danielsen, MMC, City Clerk | |



CITY OF CEDAR FALLS, IOWA

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

TO: City Council

FROM: Mayor Robert M. Green Zondow

DATE: April 14, 2021

SUBJECT: Appointment of Human Rights Commissioners

REF: (a) Code of Ordinances, City of Cedar Falls §12-27: Human Rights Commission

(b) Iowa Code §69.16A: Gender Balance

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following citizens for appointment to the Human Rights Commission to fill the remaining terms of current vacancies:

• Mr. Mario Basurto – Term ends 7/1/2021

• Mr. Eashaan Vajpeyi – Term ends 7/1/2023

2. These nominees have been interviewed by the Selection Panel (Mayor Pro-Tem, HRC Chair and Vice Chair) and by me separately, and we have collectively determined them to be the most qualified candidates for appointment; their General Applications and Candidate Questionnaires are attached for your consideration.

3. These appointments comply with the provisions of reference (b), in that the commission will consist of four female and five male commissioners with these new appointments.

Encl: (1) General Application for Basurto and Vajpeyi

Xc: City Administrator

Director, Finance and Business Operations

Staff Liaison

###

GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIO

Item 9.

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

| Name: Mario | Α | Basurto | Gender: | M | Date: |
|---|----------------------|---|---------------------------------|-----------------------|---|
| First | MI | Last | derider. | | Date: |
| Home Address: 4828 Ironwoo | d Drive | | Home Phone: | | 319-830-1524 |
| Work Address: 3316 Cedar H | | | Work Phone: . | | 319-504-4593 |
| E-mail Address: basurto43@g | | | | | |
| Employer: Basurto Behaviora | | | | | |
| If Cedar Falls resident, length of re | | | | | |
| DESIRED NOMINATIONS: Che | ck or fill in | boxes for all that a | pply; view detailed description | ns at htt j | os://bit.ly/cf-boards |
| □ Art and Culture Board □ Board of Adjustment □ Board of Appeals □ Board of Electric Examiners & App □ Board of Mechanical Examiners & A □ Board of Plumbing Examiners & A | eals Appeals | □ Community Cente□ Health Trust Fund | tion Commission | ☐ Park☐ Plan☐ Utiliti | an Rights Commission ary Board of Trustees s & Recreation Commission ning & Zoning Commission ies Board of Trustees ors & Tourism Board |
| COMMUNITY INVOLVEMENT religious, school, business and profe | | | | nunity, ind | cluding voluntary, social, cit |
| 2008: El Centro Latinoameri 2009: Nuestra Raza Commu 2015: Graduated from Unive 2015-Present: Basurto Beha | inity Cenersity of N | ter in Waterloo, Jorthern Iowa w | Owner ith Bachelors Degree | | |

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

I am able to dissect difficult issues related to ethnicity based on my professional experience and my own life experience. Being bilingual and bicultural, I can understand poverty, racism, ethnocentrism, discrimination, white privilege, and sheer ignorance because I have personally experienced each one of these in Cedar Falls. My professional background allows me to have the skills and techniques to be able to deescalate emotion from well-needed change.

MOTIVATION: Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make? The current representation of the Cedar Falls Human Rights Commission does not reflect the diversity of our city. There is currently no trust that the City of Cedar Falls represents all of its residents in an equal manner, especially when dealing with minority human rights. It is time and beyond overdue that we see a Hispanic on any city board or commission. Being the most qualified Hispanic in the City of Cedar Falls, I know I will bring true change and accountability to human rights issues affecting minorities and all residents of 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 no conflicts of interest.



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIO

Item 9.

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

| Name: | Vajpeyi | Gender: | Male Date: | 3/16/2021 |
|---|---|-------------------------------|---|------------|
| First | MI Last | Geriaer. | | |
| Home Address: 3831 Convair Lan | e, CF | Home Phone: . | 319-400 | -5761 |
| Work Address: 3324 Kimball Ave | | | | -2638 |
| E-mail Address: eashaan.vajpeyi@ | | | | |
| Employer: Ball, Kirk & Holm, PC | | | | |
| lf Cedar Falls resident, length of resider | | | | |
| DESIRED NOMINATIONS: Check or | fill in boxes for all that ap | ply; view detailed descriptio | ns at https://bit.ly . | /cf-boards |
| ☐ Art and Culture Board | | ousing Appeals | Human Rights (| |
| □ Board of Adjustment□ Board of Appeals | | & Senior Services Board | □ Library Board of□ Parks & Recrea | |
| □ Board of Electric Examiners & Appeals□ Board of Mechanical Examiners & Appea | ☐ Health Trust Fund☐ Historic Preservation | | □ Planning & Zoni□ Utilities Board o | • |
| □ Board of Plumbing Examiners & Appeals | | | ☐ Visitors & Touris | |

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

I served on the Human Rights Commission from approximately 2012-2017, serving for one-term as President. I am a member of the Rotary Club of the Cedar Valley, serving multiple terms as Treasurer and one-term as President. I am the President-Elect for the Iowa Association for Justice (IAJ) which is a state wide group of attorneys who represent individuals in injury and discrimination cases.

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

I am qualified because of my past experience with the Commission and being heavily involved in the debate on the role of the Commission and worked to produce training materials to commissioners on investigating claims. I have strong organizational skills gained through my Rotary service and my step through of the Executive Committee at the IAJ.

MOTIVATION: Why do you desire to serve on city boards and commissions, and what contributions do you believe you can make? It is more important than ever to build unity within the community between groups who may view each other skeptically. As part of my legal work, I see how well intentioned people can nonetheless create workplace problems and violate rules without any intent but due to inadequate knowledge or training. Making Cedar Falls more diverse requires citizens, employers, employees to trust each other more.

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 do represent injured people in litigation against the City of Cedar Falls, Cedar Falls Community School District, and at times Cedar Falls employers. However, with the Commission no longer investigating claims I perceive no conflict. I also frequently speak on topics of concern for clients in front of City Council and Planning and Zoning, but I don't perceive that participation in the governing process to be a conflict.

F · A · L · L · S

MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

TO: City Council

FROM: Mayor Robert M. Green Zondow

DATE: April 15, 2021

SUBJECT: Appointment to Metropolitan Transit Authority Board of Trustees

REF: (a) By-Laws of the Metropolitan Transit Authority of Black Hawk County (June 2017)

(b) Iowa Code §69.16A: Gender Balance

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Mr. Robert J. Seymour to the Metropolitan Transit Authority Board of Trustees for a term ending on 6/30/2023.

2. This appointment brings the Board of Trustees into closer compliance with reference (b), with Mr. Seymour's addition resulting in eight women and five men on the board.

Encl: (1) General Application for Mr. Bob Seymour

Xc: City Administrator

Director, Community Development

Staff Liaison

###

F·A·L·L·S

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.

| The same of the sa | | |
|--|--|--|
| Name: Robert (Bob) J | Last Gender: | M Date: 7-31-2020 |
| Home Address: 2710 Country Mendou | Lane Phone: | |
| Work Address: 422 Commercial Street | 1, Wakeloo Work Phone: | (319) 433-6122 |
| E-mail Address: bseymoure cfur | cell Phone: | (319) 290-0945 |
| | Position/Occupation: AV.P., | |
| If Cedar Falls resident, length of residency: **Applying for MET Transit Board **DESIRED NOMINATIONS: Check or fill in | City Ward: The boxes for all that apply; view detailed description | |
| □ 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 |
| religious, school, business and professional (in Society, Board Cedor Basin Music Fes Strong Foundation, Cedor Falls Lions | | rent: VP Cedar Falls Historical momic Development, Board Huseme ement Committee, Cedar Valley ty events, Prior: 28 years as |
| QUALIFICATIONS: Please list any special of | qualifications for board service, including skills, tro | |
| As Community Services Monager for 28 | years I worked directly with the PAZI | Commission, CF Housing Commission, |
| Housing Rental Board, Board of Advista | et Transit representative was a staff me | e with the various Ceder halls where of mine so I was kept informer |
| of MET. Trasit achieties. I am fami | har with MET Transit as an organization | or, route impacts to Ceclor Falls, |
| funding challenges, and the importance | | |
| | on city boards and commissions, and what contri | |
| I have a long history in this commun | ity representing the City of Coder Falls a | nd went to continue this |
| Planning, Development and Finance is a le | mmissions (sterling with MET Transit |). My professional background in |
| Klanning, Development and Finance is a k | sical hit for the MET Transit Board | . If I accept any type of |
| Board position it is with the understand betterment of the organization and | ing that I will commit my experie | ence and expertise for the |
| POTENTIAL CONFLICTS OF INTEREST | Please list organizations and relationships which | h could nose a notential conflict of |
| interest during your service on a city board or | commission. Civic leaders are expected to have rointment but is intended to provide transparency | nany ties to community organizations |

None.

Thank you for your consideration.





Kelly Stern <director@cedarfallslibrary.org>

Today's Community Center board meeting and a question

2 messages

Cedar Falls Public Library Director < director@cedarfallslibrary.org>

Wed, Apr 14, 2021 at 1:24 PM

To: Betty Danielson <bettysue@cfu.net>

Hi, Betty. We had a very short meeting of the Community Center board today, and Tim Daniels will be sending out minutes in the next week or so. We are confident that the next meeting in July will be in person.

Your current term is up in June--would you like to continue for another term on the board? We would love to have you stay, if you are interested.

Thank you!

Kelly

Kelly Stern, MLS, MA Library Director Cedar Falls Public Library 319-268-5541

Betty Sue <bettysue@cfu.net>

Wed, Apr 14, 2021 at 2:08 PM

To: Cedar Falls Public Library Director <director@cedarfallslibrary.org>

Kelly

Thank you for asking. I have been on the board for over 16 years; serving as chairman many of those years. I do believe it is time for new blood as they say. I have enjoyed serving the community in this position. Therefore, my answer is no to another term. Again, I thank you for asking.

Betty Danielson

Sent from my iPad

> On Apr 14, 2021, at 1:29 PM, Cedar Falls Public Library Director < director@cedarfallslibrary.org> wrote:

>

[Quoted text hidden]

MAYOR ROBERT M. GREEN



CITY OF CEDAR FALLS, IOWA

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

TO: City Council

FROM: Mayor Robert M. Green Zone (See

DATE: April 14, 2021

SUBJECT: Appointment of Cedar Falls Racial Equity Task Force Members

REF: (a) "Creation of Cedar Falls Racial Equity Task Force" memo of February 23, 2021

- 1. In keeping with the intent of reference (a), I am appointing the following community members to serve on the Cedar Falls Racial Equity Task Force. These are in addition to Council Member Frank Darrah, Council Member Kelly Dunn, Human Rights Commissioner Willie Barney, and Human Rights Commissioner Melissa Heston, who were appointed as the Executive Committee of this Task Force via reference (a). The eight appointees are:
 - Mr. Will Frost Director of Talent Development, Grow Cedar Valley
 - Ms. LaTanya Graves President, NAACP of Black Hawk County
 - Mr. Diego Hernandez KWWL Multimedia Journalist
 - Mr. Paul Lee Dir. of Children & Family Formation, Catholic Parishes of Waterloo
 - Dr. Wilfred "Mickye" Johnson President of the Waterloo Community Foundation
 - Dr. Andy Pattee Superintendent of the Cedar Falls Community School District
 - Ms. Lisa Sesterhenn Public Health Planner, County Dept. of Public Health
 - Ms. Felicia Smith-Nalls Waterloo Neighborhood Services Coordinator
- 2. These appointees were specifically nominated by the Executive Committee due to their community leadership, influence, critical thinking skills, and personal perspectives and experience dealing with racial equity issues in Cedar Falls.
- 3. These appointments comply with the provisions of reference (b), in that the commission will consist of six male and five female voting task force members. One additional female member has been identified for inclusion in the group, and may be submitted at a later date.
- 4. The task force also consists of seven persons of color, in keeping with the spirit of inclusion needed to successfully address racial equity issues in Cedar Falls.
- 5. Please contact me with any questions regarding these appointments.

Xc: City Administrator

40

COMMITTEE OF THE WHOLE

City Hall – Council Chambers April 5, 2021

The Committee of the Whole met at City Hall at 5:20 p.m. on April 5, 2021, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Sudan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse (via video conference), Mark Miller, and Dave Sires. Staff members from all City Departments and members of the community attended in person and teleconferenced in.

Mayor Green called the meeting to order and introduced the only item on the agenda, College Hill Vision Plan. Karen Howard, Planning & Community Services Manager introduced Ms. Mary Madden and Mr. Geoff Ferrell with Ferrell Madden. Ms. Madden and Mr. Ferrell introduced the Imagine College Hill draft. This process kicked off January 2020 with a priority-setting session with City Council, followed by a public workshop, stakeholder interviews, focus group sessions, and a study of the existing character of the study area, the market, and transportation network. The Visioning process consisted of the executive summary, project introduction, analysis, charrette week, the vision, next steps and the appendix. The College Hill area is comprised of several sub-areas: 1. Heart of College Hill, 2. General College Hill, 3. University Neighborhood, 4. Seerley Park & Clay Street Park Neighborhoods, 5. Main Street Corridor (18th Street to Seerley Boulevard), 6. East of Main Neighborhood, 7. Fairview Neighborhood, 8. Southwest Neighborhood, and 9. College Hill Gateway Seerley Boulevard at Main Street. Ms. Madden addressed more in depth the issues that were discussed during a Planning and Zoning meeting regarding reaching out for feedback from black and indigenous persons and the plan to address parking issues in the area. Ms. Howard recommended the College Hill Vision plan be placed on the City Council agenda for April 19th. Mayor Green opened the meeting for council discussion. Councilmembers expressed concerns about the vision plan covering too large of an area, financial impacts to the University of Northern Iowa, reduction in parking requirements and if there would be a need for resident parking, and discussion of receiving and filing this plan and then approving one portion at a time. Ms. Howard and Ms. Madden responded to council questions: the goal was to have a larger boundary; the University of Northern Iowa is very supportive of this development; this is a 20 year process and will be developed over time. Ms. Madden commented that 21st St. is planned to be reconstructed and would like to include this in the vision by moving the plan forward. Some areas at this time don't have sidewalks, trees are dying and the store fronts look tired. Ms. Howard explained this College Hill Vision plan is here to guide the decisions into the future. Ms. Howard stated if the paid parking is implemented as stated in the parking study this will address some of the free parking that is occurring at this time. Coordination of parking with UNI and the City will be a key component to this vision. Ms. Madden suggested a parking management district as a future option; a multifaceted approach after the redevelopment.

Mayor Green opened it for public comment. Kathryn Sogard, Executive Director of College Hill Partnership, commented that the College Hill Partnership supports this vision and they need this to move College Hill forward, promote and revitalization.

Eashaan Vajpeyi, 3831 Convair Lane, stated developers will make money on developments, but will not offer parking. Mr. Vajpeyi stated that it's difficult to park, college students have cars and he suggested working to implement the recommendations from the parking study completed two years ago. TJ Frein, 1319 Austin Way, stated the plan for the future looks awesome and College Hill needs an upgrade. Mr. Frein asked about lowering the requirement for bedrooms and if this will affect parking spots and those spots available for residents to visit the College Hill area, and will off campus housing affect the University's income. Mr. Frein suggested one parking spot per bedroom. Ms. Howard stated UNI is very supportive of the vision and students do better if they are in high density areas close to/on campus. If neighborhoods are stabilized this will relieve some of the pressure if there's more housing next to the campus, and result in opening up affordable housing for residents, and not just students.

Mayor stated the College Hill Vision Plan may be placed on the April 19th City Council agenda.

There being no further business, Mayor Green adjourned the meeting at 6:58 p.m. Minutes by Kim Kerr, Administrative Supervisor



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: April 13, 2021

SUBJECT: FY21 Report by Community Main Street

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

Attached is the bi-annual report for FY21 filed by Community Main Street. The second ½ payment for their SSMID funding and the second ½ payment for their economic development grant are therefore listed on the council bills to be processed.

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

xc: Jennifer Rodenbeck, Director of Finance and Business Operations



310 East 4th Street Cedar Falls, IA 50613

RE: SSMID and Economic Betterment Funding

220 Clay Street

Cedar Falls, IA 50613

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

Attached please find the Bi-annual Report from Community Main Street delineating the current status and recent progress of the organization's pursuit of "economic vitality in the

context of historic preservation."

2020-2021 **Board of Directors:**

Crystal Ford - President Darin Beck Natalie Brown Wynette Froehner Lexie Heath Ty Kimble Audrey Kittrell Jenny Leeper Dan Lynch

Amy Mohr

Clark Rickard

Julie Shimek

Brad Strouse

Stephanie Sheetz

Mark Showalter

In this report you will find a summary of the activities outlined in the grant contract(s). These activities are in the areas of:

- Design and historic preservation
- Business development and retention
- Promotion and marketing
- Member development, training and communication
- Summary of investments
- FY2021 program of work

The following required attachments are also included:

- Financial Statements
- Support documents

We are grateful for the support that the City of Cedar Falls has provided over the years and the collaborative effort by many groups and individuals in creating a downtown district with appreciated real estate values, a reputation as a great destination and as a source of community pride. Despite the COVID-19 pandemic we have experienced some business losses but have also gained new property owners and amenities to the District. The COVID-19 pandemic has forced us to pivot and look at things differently as an organization, we look to plan events in a different way and invite people back to the Cedar Falls Downtown District in a different way. We will continue to do our part to help move the Cedar Falls Downtown District forward in a positive light post pandemic.

With submission of this report, we respectfully request the disbursement of funds to Community Main Street of collected SSMID monies and of the previously awarded Economic Betterment Grant for the continuation of this pivotal community program.

We would be pleased to provide any additional information that you may require to process the release of funds.

Kind regards,

Kim Bear

Executive Director

Community Main Street

Kim Bear







Contents

1. Month by Month Reporting (October 2020 – March 2021)

- Reports to Main Street Iowa
- Board Meeting Minutes
- Staff Reports
- OneSheets

2. Documentation Regarding Account of Expenditure of City Funds

- Monthly financials for October 2020 – March 2021

3. Project Results

- Design and historic preservation: Summary can be found in each Monthly Report –
 Commentary Section and Staff Reports
- **Business Development and retention:** Information can be found in each Monthly Report *Economic Vitality Section*
- **Promotion and marketing:** Summaries can be found in each Monthly Report in Promotion *Events Section, Commentary Section,* and Staff Reports
- **Economic Development Projects Taking Place:** Information can be found in *Economic Development column* in OneSheets



Status Report

1987-MS-001-Cedar Falls

Downtown Resource Center

Award Year: 1987 Status: Approved

Contract Number: 1987-MS-001 Status Report

Submitted By: Submitted Date: 11/19/2020 Title October 2020

Report Period 10/01/2020 10/31/2020

Primary Contact and Organization

Primary Contact Organization Information

AnA User Id CAROL.LILLY@IOWAID Organization Community Main Street, Inc. Street Inc Middle Name Last Name First Name* Community Main Organization
Non-Profit Organization Title:

Executive Director DUNS: Email:* director@communitymainstreet.org

Organization Website: communitymainstreet.org Address:* 310 E 4th St

Address: Community Main Street 310 E 4th St

50613 City Cedar Falls Iowa

50613 "~etal Code/Zip Cedar Falls Iowa Phone: 319-429-0468

Phone 319-277-0213 Downtown Resource Center Fax:

Fax:

DESIGN - Projects Completed / In-Progress

DESIGN - Projects Completed / In-Progress 1

Project Type* New Construction Building/Business Name River Place MU2 122 E 2nd Street Status In-progress Private Amount Invested \$8,000,000.00 Source of Funds

Public Amount Invested \$0.00 Public Investment Source

\$0.00

Source of Grant Funds Invested

Total Amount Invested \$8,000,000.00

Comments

DESIGN - Projects Completed / In-Progress 2

Project Type* New Construction Building/Business Name Dahlstrom Real Estate, Inc Address 200 W. 1st Street

Status In-progress Private Amount Invested \$5,991,099.00 Source of Funds private Public Amount Invested \$0.00 Public Investment Source

Grant Amount Invested

Source of Grant Funds Invested

\$5,991,099,00 Total Amount Invested

Mixed use-50 apts.+ 6800 ft commercial+parking

DESIGN - Projects Completed / In-Progress 3 Project Type* New Construction

Building/Business Name Formerly Wells Fargo Address 302 Main Street Status In-progress Private Amount Invested \$5,400,000.00 Private Public Amount Invested Public Investment Source Grant Amount Invested \$0.00

Source of Grant Funds Invested

Total Amount Invested \$5,400,000.00

Foundation only for new office bldg

DESIGN - Projects Completed / In-Progress 4 Project Type* Rehab Existing Building Building/Business Name Icon Donuts 200 W 1st Street Ste 103 Address

In-progress

Private Amount Invested \$85,000.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source Grant Amount Invested

Source of Grant Funds Invested

Total Amount Invested \$85,000.00

Buildout of 1610 SF w/ shared bathrooms Comments

DESIGN - Projects Completed / In-Progress 5 Project Type* New Construction **Building/Business Name** Community Bank & Trust Address 312 W. 1st Street Status In-progress Private Amount Invested \$1.549.500.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source Grant Amount Invested

Source of Grant Funds

Total Amount Invested \$1.549.500.00

New construction of 2900 SF bank Comments

DESIGN - Projects Completed / In-Progress 6 Project Type* Building/Business Name Lincoln Savings Bank Address 302 Main Street Status In-progress Private Amount Invested \$2,000,000.00 Source of Funds Private Public Amount Invested Public Investment Source **Grant Amount Invested** \$0.00

Source of Grant Funds

Total Amount Invested \$2,000,000.00

All new 1st & 2nd floor walls,offices & drive thru

DESIGN - Projects Completed / In-Progress 7 Project Type* Rehab Existing Building Building/Business Name Whiskey Road 402 Main Street Address Status In-progress Private Amount Invested Source of Funds Public Amount Invested \$0.00 Public Investment Source **Grant Amount Invested** \$0.00 Source of Grant Funds Invested

Total Amount Invested \$1,500.00

30' wall 5' tall to separate tables for COVID

DESIGN - Projects Completed / In-Progress 8 Project Type* Rehab Existing Building Building/Business Name Los Cabos 114 Main Street Status In-progress Private Amount Invested \$7,000.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source \$0.00

Source of Grant Funds Invested

Total Amount Invested \$7,000,00 Comments Repair siding

DESIGN - Projects Completed / In-Progress 9 Project Type* Rehab Existing Building Building/Business Name Blue Room Lounge Address 201 Main Street Status In-progress Private Amount Invested \$400,000.00 Source of Funds Private Public Amount Invested Public Investment Source

Grant Amount Invested

Source of Grant Funds Invested

Total Amount Invested \$400,000.00

Exterior facade, reopening windows & interior

DESIGN - Projects Completed / In-Progress 10 Project Type* Rehab Existing Building Building/Business Name The Selfie Exhibit Address 205 Main Street Status In-progress Private Amount Invested \$20,000.00 Private Public Amount Invested

Public Investment Source Grant Amount Invested

\$0.00

Source of Grant Funds Invested

Total Amount Invested \$20,000.00

Interior build out of free standing walls 8' tall

DESIGN - Building Sold

Building/Business Name Address Current Use Future Use Amount of Sale Item 13.

ECONOMIC VITALITY- Business

The Ragged Edge Art Bar and 504 Bluff Food Establishment

ECONOMIC VITALITY - New Housing

Monthly Rent or Purchase Price Purchase/Rent? Address Housing Type # of Units

PROMOTION - Events

PROMOTION - Events 1

Promotion Name* Lift Up Local

Description A special VIP event in place of Girls Night Out. The weekend is all about supporting small

Aspectation of event in place of online high control in the weekening and about specified businesses in the Downtown District during what has been a trying time for all of us. Events have been canceled across the nation, and while this year looks and feels different, we would love for you to help keep our downtown thriving in a safe way.

Date 10/1/20-10/3/20 Status Completed

Retail

Promotion Type Sponsor(s) Achievement

ORGANIZATION - Activities

OTHER - Training Sessions

Training Date Who Attended Main Street Position Topic Kim Bear Executive Director Retail Recovery

OTHER - Volunteer Hours Invested in Main Street

| Volunteer Hours | Design | Economic Org Vitality | janization F | romotion | Board of Directors | Program Volunteer | Total Volunteer Hours |
|--------------------|--------|--------------------------|--------------|----------|-----------------------|----------------------|--------------------------|
| Yes | 5.0 | 7.0 | 10.0 | 126.5 | 36.5 | 0 | 185.0 |

Commentary

Community Main Street DESIGN COMMITTEE MEETING AGENDA October 16th, 2020 Noon via Zoom Meeting

Committee Members: Dave Schachterle, Julie Shimek, Thomas Connors, Tom Nagle, Don Blau, Kara Shugar-Davis, Julie Etheredge, Sally Timmer, Jeremy Zehr, Jacob Bauer, JD Atodaria

1. One Sheet Review

Façade Review Freese Frame

4. Accreditation Checklist

5. Other

Attendees willReview and provide feedback on proposed projects using the Review Checklist, if

Review One Sheet

Conduct Façade Review for Freese Frame Complete MSI Accreditation Checklist

Economic Development Minutes

Economic Vitality/Business Improvement Commentary/Updates

Wednesday, October 7th, 2020

Zoom Meeting @ Noon

In Attendance: Mark Kittrell (Chair), Amy Dutton, Seth Engelbrecht, Dustin Halter, Seth Chadwick CMS Staff: Kim Bear, Maribel Barry

As the Economic Development Committee, it is our job to help interpret what is happening downtown.

Current workplan

As we look at the current work plan, we need to determine if these are the right priorities for us during these current times. We need to think big picture compared to last year due to the pandemic. CMS is unable to execute some of these items due to the current climate such as filling vacant storefronts.

We will add updating the business welcome packet, focus on educational opportunities for businesses with mentors/buddies (to help with specialized items like e-commerce), and perhaps send out a survey to businesses to get a regular pulse for how things are going.

Item 13.

Business changes/Business Visit Dates

Instead of physically visiting businesses, an idea to write welcome cards was brought up.

Promotion Commentary/Updates

Community Main Street

RETAIL PROMOTIONS COMMITTEE MEETING AGENDA

October 14th, 2020

Noon via Zoom Meeting

Committee Members: Dee Nelson, Kayla Toale, Mike Reyhons, Beth Lavelle, Kelly Stern,

Small Business Saturday: Shop Small - "Think Big Shop Small" -economic impact of shopping small -concierge service

Organization Commentary/Updates

Community Main Street

ORGANIZATION & DEVELOPMENT MEETING AGENDA

Monday, October 12th, 2020

Committee Members: Karen Oltman, Cinde Haskins, Tara Eisele, Jim Miller, Amy Mohr, Amber Munchoff, Sarah Foster, Shay Caley

Fall Fundraiser

Partner Thank You Update

Other

Anticipated Outcomes ? Committee members will:

Review OneSheet

Discuss the planning and options for the fall fundraiser

Discuss Partner Thank You

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Program Commentary/Updates

List suggestions & questions on services, training topics, (for MSI communities and/or local needs) new resources, speakers you would recommend, etc.

Suggestions for state staff:

Do you have board president changes? No

Board President

If there is a board president change, please complete the following:

Salutation/First/Last Ms.

Crystal

Market Leader Company BerganKDV 100 East Park Ave Address

Address 2 Suite 300 City/State/County/Zip

Waterloo lowa 50703

E-mail: crystal.ford@bergankdv.com

Phone/Extension/Fax 319-296-7882

Minutes, Community Main Street, Inc. Board of Directors Meeting Tuesday, October 13th, 2020 @ 12:00 p.m. Virtual - Zoom Meeting

In-Attendance: Crystal Ford- President; Lexie Heath- President Elect; Mark Showalter- Secretary; Dan Lynch-Treasurer; Amy Mohr- Past President; Darin Beck; Natalie Brown; Wynette Froehner; Audrey Kittrell; Jenny Leeper; Clark Rickard; Stephanie Sheetz; Julie Shimek Liaisons: Cary Darrah; Carrie Eilderts; Kim Manning; Jessica Rucker; Kelly Stern; Kathryn Sogard Staff: Kim Bear, Maribel Barry

1. Welcome, Call to Order - Ford

2. Approval of Minutes – Showalter

a. Lynch moved for approval, Froehner seconded, all approved.

3. Financial Report - Lynch

- a. There hasn't been a whole lot of activity, but we are receiving sponsorship money for Movies Under the Moon, Scarecrow Stroll, Hoopla, and other events that are happening. We remain in a favorable position despite the circumstances. We will wait until the six-month mark to see if we need to adjust the budget. SSMID money will be coming in soon.
- b. Froehner moved for approval, Mohr seconded, all approved.

4. City Updates – Sheetz

a. Twig benches have been installed and Phase I is wrapping up. They are now looking at the preliminary plan for Phase II. The City is picking back up with the second draft of the Downtown Ordinance. An updated will be provided at the next meeting. The SSMID process of renewal should start soon and a committee should be formed with members of different point of views. Signatures will be needed by October 2021.

5. President's Report – Ford

- a. A SSMID committee is in the works of being created to show the importance of our organization.
- b. CIP- Exec added some new ideas to the CIP list and eliminated some others too. A new survey will be sent out soon.

6. Committee Program of Work Report -

- Economic Development- Will be reaching out to businesses again to see how they are doing. The committee added quarterly property owner meetings to their program of work.
- b. Design- Cedar Falls did not receive the Challenge Grant this year. The committee is looking at flower options for next year.
- c. Org & Development- The CMS fall fundraiser Upstairs Downtown is on hold. The committee would like to host a trivia fundraiser in the winter. Partner thank you will be a little different this year, but we are moving forward with providing goodies and saying thanks to our partners.
- d. Promotion- The committee is looking at new ways to promote the district. Scarecrow Stroll has been successful in getting people to visit and walk downtown. We have cancelled trick or treating this year. Holiday Hoopla is still happening and instead of the traditional kick-off night, we will be holding a reverse parade with 12 different stations for the 12th year of Hoopla. We are not asking the businesses for donations this year.

7. Staff Report – Bear

- a. We have welcomed a few new businesses to our downtown (Splendore, NRG, Bombshell, and Bare Beauty). Hurling Hatchet expanded, Mack + Mav moved, and Scratch is relocating out of the district. Scratch will still have a presence downtown during the holidays. We are looking at possibly using one of our vacant locations for gift wrapping and donations will go towards CMS (or a local non-profit organization).
- b. CMS regularly receives feedback regarding parking. What is the best way to share this feedback with the City? Beck indicated that this will be a primary topic when SSMID renewal comes around. Another meeting will be scheduled to discuss parking and SSMID.

8. Liaison Updates -

- a. Cedar Falls Historical Society- The Ice House is closed for the season, but the Woman's Club is still open.
- b. Cedar Falls Tourism- Working on a new event facilities guide. If anyone knows of great candidates for the Community Betterment Grant, please tell them to apply. Football semifinals will be held at the Dome.
- c. Cedar Falls Library- They are learning how to better serve their customers and their needs!
- Main Street Waterloo- Worked with the City to change the ordinance for free 15minute parking.
- e. College Hill- Imagine College Hill is now complete and will be on the P&Z agenda tomorrow at 5:30pm for the results.
- 9. Good of the Order was given.
- 10. Adjourn- Leeper moved for approval, Froehner seconded, all approved.

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Community Main Street Director's Staff Report for September 2020:

Committees:

- Promotion/Retail/Nightlife Holiday Hoopla, Scarecrow Stroll, Lift up Local
- Design –watering flowers, Challenge grant
- Business Improvement what to do moving forward through COVID
- Organization & Development Potential fall fundraiser planning, partner thank you
- Board parking/Saturdays in the Streets, River Place ramp discussions

Staff Activities:

- · Event planning, facilitation, support and oversight of the following events
 - o Scarecrow Stroll
 - Lift Up Local (retail)
- Met with Mayor Green
- Met with Stephanie Sheetz
- Met with Ron Gaines
- Grow Cedar Valley Affiliate Meeting
- Holiday Hoopla Committee Meeting (x2)
- Holiday Hoopla Sponsorship committee meeting
- Holiday Hoopla Marketing Meeting
- Submitted Main Street Iowa monthly report
- Submitted Challenge Grant to Main Street Iowa
- Met with Tom Wickersham of the Cedar Falls Food Co-op
- Downtown Streetscape meetings (x4)
- City of Cedar Falls work sessions in regard to mask mitigation (x2)
- Parking ramp design discussion with River Place/City/Emergent
- Lift Up Local committee meeting (x3)
- Met with Economic Development committee chair (x4)
- Attended webinar with Main Street Iowa "The 5 W's (and 1 H) of MSI Design Services
- Attended ribbon cutting for Vine Valley Real Estate with Grow Cedar Valley
- Attended ribbon cutting for Splendore Medical Spa with Grow Cedar Valley
- Scarecrow Stroll committee meeting
- Parking Technical meeting via Zoom with CHP
- Met with Jenny Dunkin of Best Version Media (x2)
- Participated in a discussion with other university towns about bars reopening
- Main Street lowa meet up with similar sized communities (x2)
- Mark Showalter meeting with Fahr about new event
- Closing Main Street zoom meeting with council and restaurants
- Main Street Iowa Workshop Topic: Fundraising Through Fear and Uncertainty
- Midwest Studies Group discussion
- Provided UNI committed student group with 150 gift certificates
- Helped the city of Cedar Falls distribute parking info through their flyers and our email, social media and mailchimp platforms.
- Kim met with her Main Street Iowa mentor
- Participated in the Rooted Carrot Co-op Market site reveal
- Met with Chief Berte to discuss Holiday Hoopla kick-off logistics
- Set up Pink Ribbon Run packet pick-up in the office and helped facilitate the volunteers
- Attended Cedar Falls Community Foundation Promotions committee meeting
- Pink Ribbon Run committee meeting
- Larry maintained the gator for all the volunteer waterers as well as watering himself
- Planned and facilitated all committee meetings and sub-committee meetings

Community Event Representation: Cedar Falls Community Foundation Public Relations meeting; City Council meeting, Planning & Zoning Meeting, Cedar Falls Visitor Center and Tourism Board Meeting

Staff Priorities for the next month:

CIP Holiday Hoopla Bi-Annual Report

CEDAR FALLS COMMUNITY MAIN STREET FY20 STRATEGIC GOALS ONE-SHEET Activities FY21

| | Activities FY21 | | | | | | |
|----------------------------|---|--|--|--|---|--|--|
| Collaborative | DISTRICT | BUSINESS | CONVENIENCE | PARKING | ANNUAL TASKS | | |
| effort with | AESTHETIC | FRIENDLY | District accessibility, | Positive impact on | Ongoing operational | | |
| business owners, | Positive look and | ENVIRONMENT | functional side of | the parking | activities | | |
| property owners, | feel of the district | Supportive business | district aesthetics | experience | | | |
| & city to achieve | | community and | | downtown | | | |
| goals | | strong business mix | | | | | |
| BOARD OF DIRECTORS | Review and implement MSI exchange visit recommendations | Deliberate business visitation program | a Dramata store | | MSI annual checklist Budget October bi-annual report City grant requests April bi-annual report Staff review Attend city council meetings Review/update program policies & procedures | | |
| ECONOMIC DEVELOPMENT | √ Challenge Grant submission FY21 | New business visits (x10) Support visits to existing businesses Open 4 Business 2021 Plan & execute 2 deliberate actions to help fill vacant storefronts (Naked Spaces Tour with Org.) Schedule quarterly landlord/property owner meetings New business/peer group/mentor | Promote store accessibility during construction Online accessibility; resources | | MSI annual checklist Track/collect business stats Complete the business welcome packet | | |
| DESIGN | Façade review (x10) Fall clean-up day Spring clean up day Banner (1 new set) Seasonal beautification (Flowers, Funtober, Holiday) | Façade grant program (promotion) Update review checklist Overlay awareness brochure Historic preservation education | Wayfinding within district | Parking lot cleanliness & maintenance program | MSI annual checklist | | |
| ORGANIZATION & DEVELOPMENT | Flower fundraiser (Hops with Promo) | Partner thank you Volunteer recognition party Main Street lowa award nominations Annual fundraiser (Upstairs Downtown/Naked Spaces) | | | MSI annual checklist Build local program awareness through community outreach Friends campaign (100% board participation) Annual meeting Update "About CMS" packet | | |

CEDAR FALLS COMMUNITY MAIN STREET FY20 STRATEGIC GOALS ONE-SHEET Activities FY21

| | 1 | 7 (04:17:16 | 163 12 | | |
|---|---|--|--|---|--|
| | | | | | |
| Collaborative effort with business owners, property owners, & city to achieve goals | DISTRICT AESTHETIC Positive look and feel of the district | BUSINESS FRIENDLY ENVIRONMENT Supportive business community and strong business mix | CONVENIENCE District accessibility, functional side of district aesthetics | PARKING Positive impact on the parking experience downtown | ANNUAL TASKS Ongoing operational activities |
| PROMOTIONS | ◆ Hops | Calendar of Event mailing (x2) Winter & Spring ARTapalooza event Show & Shine (September & May) ✓ Movies Under the Moon (FY21) Holiday Hoopla Kick off Small Bus. Sat. | | Positive, consistent message (new parking brochure) Communication piece for businesses and employees | MSI annual checklist Visitor Guide ad GBPAC ad Tourism co-op ads Shop/Dine like a local maps Kiosk map Kiosk flyers (weekly) Evaluate brochure for possible updates Newsletter (x11) |
| PROMOTIONS: Retail & Nightlife | | ✓ Sidewalk Sales • Panther PAWty ?? • Funtober promo Scarecrow Stroll Trick or Treating ✓ Fall Girls Night Out - Lift Up Local • Holiday Shop Hop • Small Business Saturday • Downtown Delights • Spring Shop Hop • Spring Girls Night Out • Love Rocks | Business hours Activate Sidewalks | | Cooperative advertising opportunities (TV, coupons, etc) |



Status Report

1987-MS-001-Cedar Falls

Downtown Resource Center

Award Year: 1987 Status: Approved

Contract Number: 1987-MS-001 Status Report

Submitted By: Submitted Date: 12/16/2020 Title November 2020

Report Period 11/01/2020 11/30/2020

Primary Contact and Organization

Primary Contact Organization Information

AnA User Id CAROL.LILLY@IOWAID Organization Community Main Street, Inc. Street Inc Middle Name Last Name First Name* Community Main Organization Non-Profit Organization Title:

Executive Director DUNS: Email:* director@communitymainstreet.org

Organization Website: communitymainstreet.org Address:* 310 E 4th St

Address: Community Main Street 310 E 4th St

50613 Cedar Falls Iowa

50613 "~etal Code/Zip Cedar Falls Iowa Phone: 319-429-0468

Phone 319-277-0213 Downtown Resource Center Fax:

Fax:

City

DESIGN - Projects Completed / In-Progress

DESIGN - Projects Completed / In-Progress 1

Project Type* New Construction Building/Business Name River Place MU2 122 E 2nd Street Status In-progress Private Amount Invested \$8,000,000.00 Source of Funds

Public Amount Invested \$0.00 Public Investment Source

\$0.00

Source of Grant Funds Invested

Total Amount Invested \$8,000,000.00

Comments

DESIGN - Projects Completed / In-Progress 2 Project Type* New Construction

Building/Business Name Dahlstrom Real Estate, Inc Address 200 W. 1st Street

Status In-progress Private Amount Invested \$5,991,099.00 Source of Funds private Public Amount Invested \$0.00 Public Investment Source **Grant Amount Invested**

Source of Grant Funds Invested

\$5,991,099,00 Total Amount Invested

Mixed use-50 apts.+ 6800 ft commercial+parking

DESIGN - Projects Completed / In-Progress 3 Project Type* New Construction

Building/Business Name Formerly Wells Fargo Address 302 Main Street Status In-progress Private Amount Invested \$5,400,000.00 Private Public Amount Invested Public Investment Source Grant Amount Invested \$0.00

Source of Grant Funds Invested

Total Amount Invested \$5,400,000.00

Foundation only for new office bldg

DESIGN - Projects Completed / In-Progress 4 Project Type* Rehab Existing Building Building/Business Name Icon Donuts 200 W 1st Street Ste 103 Address

In-progress

Private Amount Invested \$85,000.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source Grant Amount Invested

Source of Grant Funds Invested

Total Amount Invested \$85,000,00

Buildout of 1610 SF w/ shared bathrooms Comments

DESIGN - Projects Completed / In-Progress 5 Project Type* New Construction Building/Business Name Community Bank & Trust Address 312 W. 1st Street Status In-progress Private Amount Invested \$1.549.500.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source

Grant Amount Invested \$0.00 Source of Grant Funds

Total Amount Invested \$1.549.500.00

Comments New construction of 2900 SF bank

DESIGN - Projects Completed / In-Progress 6 Project Type* New Construction Building/Business Name Lincoln Savings Bank Address 302 Main Street Status In-progress Private Amount Invested \$2,000,000.00 Source of Funds Private Public Amount Invested Public Investment Source **Grant Amount Invested** \$0.00

Source of Grant Funds

Total Amount Invested \$2,000,000.00

All new 1st & 2nd floor walls,offices & drive thru

DESIGN - Projects Completed / In-Progress 7 Project Type* Rehab Existing Building Building/Business Name Whiskey Road Address 402 Main Street Status Completed Private Amount Invested \$1,500.00 Source of Funds Public Amount Invested \$0.00 Public Investment Source **Grant Amount Invested** \$0.00 Source of Grant Funds Invested

Total Amount Invested \$1,500.00

30' wall 5' tall to separate tables for COVID

DESIGN - Projects Completed / In-Progress 8 Project Type* Rehab Existing Building Building/Business Name Los Cabos 114 Main Street Status In-progress Private Amount Invested \$7,000.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source \$0.00

Source of Grant Funds Invested

Total Amount Invested \$7,000,00 Comments Repair siding

DESIGN - Projects Completed / In-Progress 9 Project Type* Rehab Existing Building Building/Business Name Blue Room Lounge Address 201 Main Street Status In-progress Private Amount Invested \$400,000.00 Source of Funds Private Public Amount Invested Public Investment Source Grant Amount Invested

Source of Grant Funds Invested

\$400,000.00 Total Amount Invested

Exterior facade, reopening windows & interior

DESIGN - Projects Completed / In-Progress 10 Project Type* Rehab Existing Building Building/Business Name The Selfie Exhibit Address 205 Main Street Status Completed Private Amount Invested \$20,000.00 Private Public Amount Invested Public Investment Source

Grant Amount Invested

Address

\$0.00

Source of Grant Funds Invested

Total Amount Invested \$20,000.00

Interior build out of free standing walls 8' tall

DESIGN - Projects Completed / In-Progress 11

Project Type* Rehab Existing Building Building/Business Name TG Taps 200 W. 1st St. Ste. 101

In-progress

56

Private Amount Invested \$110,000.00 Source of Funds Private **Public Amount Invested** \$0.00 Public Investment Source

Source of Grant Funds Invested

Total Amount Invested \$110,000.00

Replace & expand 2 level deck Comments

DESIGN - Projects Completed / In-Progress 12 Project Type Rehab Existing Building Building/Business Name Main Street Exchange

Δddress 303 Main Street Status In-progress \$15,000.00 Private Amount Invested Source of Funds Private Public Amount Invested \$0.00

Public Investment Source Grant Amount Invested

Source of Grant Funds

Total Amount Invested \$15.000.00

Remove & replace existing deck Comments

DESIGN - Building Sold

Building/Business Name Current Use Future Use Amount of Sale

ECONOMIC VITALITY- Business

Business Name Address **Business Status Business Type** # of PT Jobs The Selfie Exhibit 205 Main Street Service

The Speckled Owl 319 Main Street Retail

ECONOMIC VITALITY - New Housing

Address Housing Type # of Units Monthly Rent or Purchase Price Purchase/Rent?

PROMOTION - Events

PROMOTION - Events 1

Promotion Name* Holiday Hoopla Kick-Off Cruise

Description

Each year, the Community Main Street Hoo Herd throws the biggest event of the season-the Holiday Hoopla Kick-Off. The event usually brings in thousands of people to our downtown. Due to the pandemic, the committee wanted an event where people would feel safe and decided to celebrate the 12th year of Holiday Hoopla as a reverse parade. Participants would drive through the Downtown District and see 13 fun "sightings" such as Paw Patrol, Elsa & Ana, the UNI Panther, Trolls, Chipmunks, and of course Santa Claus!

Date 11/27/20 Status Completed Promotion Type Special Event Please see attachment Sponsor(s)

ORGANIZATION - Activities

ORGANIZATION - Activities 1

Activity Name* Partner Thank You Description

The Org & Dev Committee wanted to continue the tradition of thanking our community partners this year. Various donations were given to Community Main Street in order to buy pre-packaged treats for our partner thank you trays to keep everyone safe from COVID-19. Although this year's trays look different, our partners were still very thankful to be remembered.

Date 11/24/20 Status Completed

Activity Type Volunteer Development

Achievement

OTHER - Training Sessions

Main Street Position Training Date Kim Bear Executive Director 12/05/2020 MSI Orientation Kim Bear Executive Director 11/09/2020 SSMID Facilitated Discussion Kim Bear Executive Director 11/19/2020 COVID Healthcare

OTHER - Volunteer Hours Invested in Main Street

| M-tt | B ! | F | | | Do and of | B | T-4-11/-14 |
|--------------------|--------|--------------------------|-------------|----------|-----------------------|----------------------|--------------------------|
| Volunteer Hours | Design | Economic Org Vitality | anization F | romotion | Board of Directors | Program Volunteer | Total Volunteer Hours |
| Yes | 2.0 | 3.0 | 5.0 | 765.5 | 26.5 | 0 | 802.0 |

Commentary

Design Community Main Street
Commentary/Updates DESIGN COMMITTEE MEETING AGENDA

November 17th, 2020

Committee Members: Dave Schachterle, Julie Shirnek, Thomas Connors, Tom Nagle, Don Blau, Kara Shugar-Davis, Julie Etheredge, Sally Timmer, Jeremy Zehr, Jacob Bauer, JD Atodaria

1. Deck the Falls- Decorate downtown for the Holiday season. We will be social distancing and don't forget to wear a mask!

Economic Vitality/Business Improvement Commentary/Updates Economic Development Agenda

Wednesday, November 4th, 2020

Zoom Meeting @ Noon

Committee Members: Mark Kittrell (Chair), Lexie Heath, Amy Dutton, Seth Engelbrecht, Dustin Halter, Ty Kimble, Danny Laudick, Lisa Rivera Skubal, Seth Chadwick CMS Staff. Kim Bear, Maribel Barry

Welcome - Chair's remarks

Economic Development?s goals

SSMID renewal

Business changes/Business Visit Dates

The Selfie Exhibit ? 205 Main Street

Accreditation Checklist

Other

Anticipated Outcomes ? Committee members will:

Review One Sheet items

Review business changes and/or plan welcome ?visit(s)?

Review the MSI Accreditation Checklist

Promotion Commentary/Updates Community Main Street

RETAIL PROMOTIONS COMMITTEE MEETING AGENDA

November 11th, 2020

Noon via Zoom Meeting

Committee Members: Dee Nelson, Kayla Toale, Mike Reyhons, Beth Lavelle, Kelly Stern, Katie Bjerke, Adam Bolander, Emilee Nedoba

- Tourism Updates
- 2. Promotion of supporting local and parking options with a commercial
- 3. Winter post card was sent out promoting Holiday Hoopla Kick-Off and free parking optoins $\,$

optoiris

Holiday Hoopla Kick-Off Update
 Community Main Street

Organization Commentary/Updates

ORGANIZATION & DEVELOPMENT MEETING AGENDA

Monday, November 9th, 2020

Noon via Zoom

Committee Members: Karen Oltman, Cinde Haskins, Tara Eisele, Jim Miller, Amy Mohr, Amber Munchoff, Sarah Foster, Shay Caley

Alliber Mulicion, Salah Foster, Shay Caley

Partner Thank You Update
Other

Review OneSheet

Discuss Partner Thank You

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Program Commentary/Updates

Commentary/Opdates

List suggestions & questions on services, training topics, (for MSI communities and/or local needs) new resources, speakers you would recommend, etc.

Suggestions for state staff:

Do you have board president changes?

sident changes?

If there is a board president change, please complete the following:

Salutation/First/Last Name:

Ms. Crystal Ford
First Name Last Name

 Title
 Market Leader

 Company
 BerganKDV

 Address
 100 East Park Ave

 Address 2
 Suite 300

City/State/County/Zip Waterloo lowa 50703

City State County Zip

E-mail: crystal.ford@bergankdv.com

Phone/Extension/Fax 319-296-7882

https://www.iowagrants.gov/getStatusReportPrintPreview.do?documentPk=1607963046572

Item 13.

58

Minutes, Community Main Street, Inc. Board of Directors Meeting Tuesday, November 10th, 2020 @ 12:00 p.m. Virtual - Zoom Meeting

<u>In-Attendance</u>: Crystal Ford- President; Lexie Heath- President Elect; Mark Showalter- Secretary; Dan Lynch-Treasurer; Darin Beck; Natalie Brown; Wynette Froehner; Audrey Kittrell; Jenny Leeper; Stephanie Sheetz <u>Liaisons</u>: Craig Berte; Cary Darrah; Carrie Eilderts; Kim Manning; Jessica Rucker; Kelly Stern; Kathryn Sogard <u>Staff</u>: Kim Bear, Maribel Barry

- 1. Welcome, Call to Order Ford
- 2. Approval of Minutes Showalter
 - a. Sheetz moved for approval, Froehner seconded, all approved.
- 3. Financial Report Lynch
 - a. We currently have ample funds in our accounts. Our PPP Loan was forgiven, and we are sitting well financially. Dan and CMS will discuss where we can move the money around.
 - b. Froehner moved for approval, Sheetz seconded, all approved.

4. City Updates – Sheetz

a. Phase I of Streetscape remaining is located at 302 Main Street and a few final items to wrap up. Phase II bid will be in February. Cedar River Project Great Places funding will be within 30 days. Gaming Grant is coming up in February. The Vision Plan for zoning is currently being reviewed and will go over adoption next month.

5. President's Report – Ford

a. The Board went over the Accreditation Checklist for Main Street Iowa.

6. Committee Program of Work Report -

- a. Economic Development Property owner meetings will be held on 12/15 in person and virtually. Kim will introduce herself as the new Executive Director. Board members and an MSI representative will be present at these meetings as well.
- b. Design Completed façade reviews and approved applications for façade grants. Will Deck the Falls on the 17th and 18th this month.
- c. Org & Development Partner Thank You will consist of buying prepackaged items and delivering "trays" to our partners. Since we usually ask volunteers to bake goodies, we are asking for donations in order for us to purchase the snacks. Thank you!
- d. Promotions Creating commercials for supporting local with subtle parking messaging, a winter postcard is being sent out tomorrow to 13,000 addresses with Holiday Hoopla Kick-Off information and free parking options.

7. Staff Report – Bear

a. Deck the Falls on 11/17 & 11/18! Lights on the trees are now up. We will be doing a t-shirt fundraiser and all proceeds will be going towards Holiday Hoopla Kick-Off.

8. Liaison Updates -

- a. Cedar Falls Tourism- Will encourage visitors to visit for Holiday Hoopla Kick-Off. Semifinals will be taking place this week at the UNI Dome and finals will be next week.
- b. Cedar Falls Public Library- Due to COVID numbers in Blackhawk County, the library will be going back to curbside pickup. Make and take craft kits have been popular!
- c. Please refer to the November Board Packet for the remaining Liaison Reports.

9. Good of the Order was given

10. Adjourn

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Community Main Street Director's Staff Report for November 2020:

Committees:

- Promotion/Retail/Nightlife Holiday Hoopla, Holiday Shop Hop Downtown Ingredients, Small Business Saturday
- Design –Deck the Falls
- Economic Development what to do moving forward through COVID
- Organization & Development —Potential winter fundraiser planning, partner thank you
- Board CIP

Staff Activities:

- Event planning, facilitation, support and oversight of the following events
 - Holiday Hoopla
 - Holiday Shop Hop/Downtown Ingredients
 - Small Business Saturday
- Met with Mayor Green
- Met with Stephanie Sheetz
- Met with Ron Gaines
- · Grow Cedar Valley Affiliate Meeting
- Holiday Hoopla Committee Meeting (x4)
- Holiday Hoopla Sponsorship committee meeting
- Holiday Hoopla Marketing Meeting
- Submitted Main Street Iowa monthly report
- Downtown Streetscape meetings (x2)
- Met with Economic Development committee chair (x3)
- Mary Taylor Memorial Meeting
- Coordination of Santa's house being delivered
- Shop Small Videos, filming and production of them
- SSMID Meeting with Main Street Iowa and SSMID expert
- Volunteers on Tap planning
- CAPS advisory committee meeting
- Holiday Hoopla commercial shoot
- Visited stores on small business Saturday to distribute some gift certificate love
- Parking Technical meeting via Zoom with CHP and the city of Cedar Falls
- Main Street lowa meet up with similar sized communities
- Provided UNI committed student group with 250 gift certificates
- Rounded up all the supplies for the Holiday Hoopla kickoff event
- Coordinated all volunteers for the kickoff event
- Welcomed over 1500 cars to the District to bring Santa to town
- Managing Stress through COVID webinar by Main Street Iowa
- Assembled and delivered all Partner Thank you treat trays
- Welcomed the Window Wonderland Judges to the office to accompany them on their judging walk
- Participated in the Rooted Carrot Co-op Market Advisory Board Meeting
- Met with Officer Yates to discuss Holiday Hoopla kick-off logistics
- Larry maintained the gator and coordinated all the lights and garland to decorate downtown for the holidays
- Planned and facilitated all committee meetings and sub-committee meetings

Community Event Representation: Cedar Falls Community Foundation Public Relations meeting; City Council meeting, Cedar Falls Visitor Center and Tourism Board Meeting

Hours worked by staff in November:

Maribel – 131 hours Larry – 47 hours Dylan – 45 hours Kim – 198 hours

Staff Priorities for the next month:

Holiday Hoopla Property Owner Meetings Parking Commercial

CEDAR FALLS COMMUNITY MAIN STREET FY20 STRATEGIC GOALS ONE-SHEET **Activities FY21**

| | Activities FY21 | | | | | | |
|---|---|---|--|--------------------|---|--|--|
| Collaborative | DISTRICT | BUSINESS | CONVENIENCE | PARKING | ANNUAL TASKS | | |
| effort with | AESTHETIC | FRIENDLY | District accessibility, | Positive impact on | Ongoing operational | | |
| business owners, | Positive look and | ENVIRONMENT | functional side of | the parking | activities | | |
| property owners, | feel of the district | Supportive business | district aesthetics | experience | | | |
| & city to achieve | | community and | | downtown | | | |
| goals | | strong business mix | | | | | |
| BOARD OF | Review and | | | \longrightarrow | MSI annual | | |
| DIRECTORS | implement MSI | Deliberate business | | | checklist | | |
| DIRECTORS | exchange visit | visitation program | | | Budget | | |
| | recommendations | | | | October bi-annual report | | |
| | | | | | City grant requests | | |
| | | | | | April bi-annual | | |
| | | | | | report | | |
| | | | | | Staff review | | |
| | | | | | Attend city council | | |
| | | | | | meetings | | |
| | | | | | Review/update program policies & | | |
| | | | | | procedures | | |
| | | | | | 1 2 3 3 3 3 3 3 | | |
| ECONOMIC | ✓ Challenge Grant | New business visits | Promote store | | MSI annual | | |
| DEVELOPMENT | submission FY21 | (x10) | accessibility during | | checklist | | |
| | | Support visits to existing businesses | constructionOnline accessibility; | | Track/collect business stats | | |
| | | Open 4 Business | resources | | Complete the | | |
| | | 2021 | . 656 41. 665 | | business welcome | | |
| | | • Plan & execute 2 | | | packet | | |
| | | deliberate actions | | | | | |
| | | to help fill vacant | | | | | |
| | | storefronts (Naked Spaces Tour with Org.) | | | | | |
| | | Schedule quarterly | | | | | |
| | | landlord/property | | | | | |
| | | owner meetings | | | | | |
| | | New business/peer group/mentor | | | | | |
| | | group/mentor | | | | | |
| DESIGN | Façade review (x10) | Façade grant | Wayfinding within | Parking lot | MSI annual | | |
| | Fall clean-up day | program (promotion) | district | cleanliness & | checklist | | |
| | Spring clean up day | Update review | | maintenance | | | |
| | Banner (1 new set) | checklist | | program | | | |
| | Seasonal beautification | Overlay awareness brochure | | | | | |
| | (Flowers, Funtober, | Historic | | | | | |
| | Holiday) | preservation | | | | | |
| | | education | | | | | |
| ORGANIZATION | Flower fundraiser (Hops with Promo) | ✓ Partner thank you | | | MSI annual | | |
| & | (110ps with F10ff10) | Volunteer | | | checklistBuild local program | | |
| DEVELOPMENT | | recognition party | | | Build local program awareness through | | |
| 3 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | | Main Street Iowa | | | community | | |
| | | award nominationsAnnual fundraiser | | | outreach | | |
| | | • Annual fundraiser (Upstairs | | | Friends campaign | | |
| | | Downtown/Naked | | | (100% board participation)Annual meeting | | |
| | | Spaces) | | | Update "About | | |
| | | | | | CMS" packet | | |
| | | | | | | | |
| | | | | | | | |
| | V | | | | | | |
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| | | | | | | | |

CEDAR FALLS COMMUNITY MAIN STREET **FY20 STRATEGIC GOALS ONE-SHEET Activities FY21**

| | | Activit | les FY21 | | |
|---|---|---|--|---|--|
| | | | | | |
| Collaborative effort with business owners, property owners, & city to achieve goals | DISTRICT AESTHETIC Positive look and feel of the district | BUSINESS FRIENDLY ENVIRONMENT Supportive business community and strong business mix | CONVENIENCE District accessibility, functional side of district aesthetics | PARKING Positive impact on the parking experience downtown | ANNUAL TASKS Ongoing operational activities |
| PROMOTIONS | ◆ Hops | Calendar of Event mailing (x2) Winter & Spring ARTapalooza event Show & Shine (September & May) ✓ Movies Under the Moon (FY21) Holiday Hoopla ✓ Kick off ✓ Small Bus. Sat. | | Positive, consistent message (new parking brochure) Communication piece for businesses and employees | MSI annual checklist Visitor Guide ad GBPAC ad Tourism co-op ads Shop/Dine like a local maps Kiosk map Kiosk flyers (weekly) Evaluate brochure for possible updates Newsletter (x11) |
| PROMOTIONS: Retail & Nightlife | • | ✓ Sidewalk Sales • Panther PAWty ?? • Funtober promo Scarecrow Stroll Trick or Treating ✓ Fall Girls Night Out – Lift Up Local ✓ Holiday Shop Hop ✓ Small Business Saturday • Downtown Delights • Spring Shop Hop • Spring Girls Night Out • Love Rocks | Business hours Activate Sidewalks | | Cooperative advertising opportunities (TV, coupons, etc) |



Status Report

1987-MS-001-Cedar Falls

Downtown Resource Center

Award Year: 1987 Status: Approved

Contract Number: 1987-MS-001 Status Report

Submitted By: Submitted Date: 01/18/2021 Title December 2020

Report Period 12/01/2020 12/31/2020

Primary Contact and Organization

Primary Contact Organization Information

AnA User Id CAROL.LILLY@IOWAID Organization Community Main Street, Inc. Street Inc Middle Name Last Name First Name* Community Main Organization
Non-Profit Organization

Title: Executive Director DUNS:

Email:* director@communitymainstreet.org Organization Website: communitymainstreet.org Address:* 310 E 4th St

Address: Community Main Street 310 E 4th St

50613 City Cedar Falls Iowa

50613 "~etal Code/Zip Cedar Falls Iowa Phone: 319-429-0468

Phone 319-277-0213 Downtown Resource Center Fax:

DESIGN - Projects Completed / In-Progress

DESIGN - Projects Completed / In-Progress 1

Project Type* New Construction Building/Business Name River Place MU2 122 E 2nd Street Status In-progress Private Amount Invested \$8,000,000.00 Source of Funds

Public Amount Invested \$0.00 Public Investment Source

\$0.00

Source of Grant Funds Invested

Fax:

Total Amount Invested \$8,000,000.00

Comments

DESIGN - Projects Completed / In-Progress 2 Project Type* New Construction Building/Business Name Dahlstrom Real Estate, Inc Address

200 W. 1st Street Status In-progress Private Amount Invested \$5,991,099.00 Source of Funds private Public Amount Invested \$0.00 Public Investment Source

Grant Amount Invested

Source of Grant Funds Invested

\$5,991,099,00 Total Amount Invested

Mixed use-50 apts.+ 6800 ft commercial+parking

DESIGN - Projects Completed / In-Progress 3 Project Type* New Construction

Building/Business Name Formerly Wells Fargo Address 302 Main Street Status In-progress Private Amount Invested \$5,400,000.00 Private Public Amount Invested Public Investment Source Grant Amount Invested \$0.00

Source of Grant Funds Invested

Total Amount Invested \$5,400,000.00

Foundation only for new office bldg

DESIGN - Projects Completed / In-Progress 4 Project Type* Rehab Existing Building Building/Business Name Icon Donuts 200 W 1st Street Ste 103 Address

In-progress

Private Amount Invested \$85,000.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source Grant Amount Invested

Source of Grant Funds Invested

Total Amount Invested \$85,000.00

Buildout of 1610 SF w/ shared bathrooms Comments

DESIGN - Projects Completed / In-Progress 5 Project Type* New Construction **Building/Business Name** Community Bank & Trust Δddress 312 W. 1st Street Status In-progress Private Amount Invested \$1.549.500.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source Grant Amount Invested

Source of Grant Funds

Total Amount Invested \$1.549.500.00

New construction of 2900 SF bank Comments

DESIGN - Projects Completed / In-Progress 6 Project Type* Building/Business Name Lincoln Savings Bank Address 302 Main Street Status In-progress Private Amount Invested \$2,000,000.00 Source of Funds Private Public Amount Invested Public Investment Source **Grant Amount Invested** \$0.00

Source of Grant Funds

Total Amount Invested \$2,000,000.00

All new 1st & 2nd floor walls,offices & drive thru

DESIGN - Projects Completed / In-Progress 7 Project Type* Rehab Existing Building Building/Business Name Los Cabos Address 114 Main Street Status In-progress Private Amount Invested \$7,000.00

Source of Funds Public Amount Invested \$0.00 Public Investment Source **Grant Amount Invested** \$0.00

Source of Grant Funds Invested

Total Amount Invested \$7,000.00 Repair siding

DESIGN - Projects Completed / In-Progress 8 Rehab Existing Building Project Type* Building/Business Name Blue Room Lounge 201 Main Street Status In-progress Private Amount Invested \$400,000.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source

\$0.00

Source of Grant Funds Invested

Total Amount Invested \$400,000.00

Comments Exterior facade, reopening windows & interior

DESIGN - Projects Completed / In-Progress 9 Project Type* Rehab Existing Building Building/Business Name TG Taps

Address 200 W. 1st St. Ste. 101 Status In-progress Private Amount Invested \$110,000.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source

Grant Amount Invested

Source of Grant Funds Invested

\$110,000,00 Total Amount Invested

Replace & expand 2 level deck

DESIGN - Projects Completed / In-Progress 10 Project Type* Rehab Existing Building **Building/Business Name** Main Street Exchange

Address 303 Main Street Status Completed Private Amount Invested \$15,000.00 Private Public Amount Invested Public Investment Source Grant Amount Invested \$0.00

Source of Grant Funds Invested

Total Amount Invested \$15,000.00

Remove & replace existing deck

DESIGN - Building Sold

Building/Business Name Current Use Future Use Amount of Sale Item 13.

ECONOMIC VITALITY- Business

Sarah's Espresso Cafe 419 Main Street New Food Establishment Mob Bar / Moonshine Cowgirls 419 Main Street New Food Establishment

ECONOMIC VITALITY - New Housing

Monthly Rent or Purchase Price Purchase/Rent?

PROMOTION - Events

PROMOTION - Events 1

Promotion Name Holiday Hoopla ongoing events throughout December

Coloring contest Santa 50613 (volunteers respond to letters dropped in Santa's mailbox with a

handwritten, personal reply) 12/1/20-12/21/20

Status Completed Promotion Type Special Event Farmer's State Bank Western Home Communities Sponsor(s)

Achievement

ORGANIZATION - Activities

OTHER - Training Sessions

Main Street Position Training Date

Kim Bear Executive Director 12/02/2020 Shop Small Webinar Kim Bear Executive Director 12/02/2020 HR / Financial Boot Camp

OTHER - Volunteer Hours Invested in Main Street

Volunteer Hours Economic Organization Promotion Vitality Yes 8.0 172.0

Commentary

Design Commentary/Updates There was no Design Committee meeting this month

Economic Vitality/Business Improvement Commentary/Updates Economic Development Agenda

Wednesday, December 2nd, 2020

Zoom Meeting @ Noon

Committee Members: Mark Kittrell (Chair), Lexie Heath, Amy Dutton, Seth Engelbrecht, Dustin Halter, Ty Kimble, Danny Laudick, Lisa Rivera Skubal, Seth Chadwick CMS Staff: Kim Bear, Maribel Barry

Economic Development?s goals

SSMID renewal

Business changes/Business Visit Dates

The Speckled Owl

Sarah's Espresso Cafe

Accreditation Checklist

Other

Anticipated Outcomes ? Committee members will:

Review business changes and/or plan welcome ?visit(s)?

Review the MSI Accreditation Checklist

Promotion Commentary/Updates

There was no Promo meeting this month.

Organization Commentary/Updates

Community Main Street

ORGANIZATION & DEVELOPMENT MEETING AGENDA

Monday, December 14th, 2020

Noon via Zoom

Item 13.

Committee Members: Karen Oltman, Cinde Haskins, Tara Eisele, Jim Miller, Amy Mohr, Amber Munchoff, Sarah Foster, Shay Caley, Stephanie Roth Trivia Fundraiser Volunteer Appreciation 2021 Other Anticipated Outcomes ? Committee members will: Review OneSheet Discuss the planning of a trivia fundraiser early next year Discuss Volunteer Appreciation 2021 Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls. Program Commentary/Updates is suggestions & questions on services, training topics, (for MSI communities and/or local needs) new resources, speakers you would recommend, etc. Suggestions for state staff: Do you have board president changes? Board President If there is a board president change, please complete the following: Salutation/First/Last Ms. Crystal Ford First Name Market Leader BerganKDV 100 East Park Ave Suite 300 City/State/County/Zip Waterloo 50703 crystal.ford@bergankdv.com

Title Company

Address

Address 2

Phone/Extension/Fax 319-296-7882

Agenda, Community Main Street, Inc. Board of Directors Meeting Tuesday, December 8th, 2020 @ 12:00 p.m. Virtual - Zoom Meeting

In Attendance: Crystal Ford- President; Lexie Heath- President Elect; Mark Showalter- Secretary; Dan Lynch-Treasurer; Amy Mohr- Past President; Darin Beck; Wynette Froehner; Audrey Kittrell; Jenny Leeper; Stephanie Sheetz; Liaisons: Craig Berte; Cary Darrah; Carrie Eilderts; Kim Manning; Jessica Rucker; Kathryn Sogard Staff: Kim Bear, Maribel Barry Guest: Karen Howard

- 1. Welcome, Call to Order Ford
- 2. Approval of Minutes Showalter
 - a. Lynch moved for approval, Froehner seconded, all approved.
- 3. Financial Report Lynch
 - a. We received income in November for Holiday Hoopla donations & sponsorships. Nothing out of the ordinary to report.
 - b. Beck moved for approval, Sheetz seconded, all approved.
- 4. Overview of the Public Review Process for the proposed Downtown Zoning Code based on the Imagine Downtown! Vision Plan Sheetz & Howard
 - a. The biggest ideas from the public were to respect historic character, improve walkability, more green space and street trees, rethink parking, make biking easier, and provide more housing options. On January 6th, a special P&Z meeting will be held for the presentation of public review of the draft. The City expects to hold a work session with CMS in early February. There will be P&Z hearings January through March and the Council Review will be held in March. The publication of the new Code will become effective in June.
- 5. President's Report Ford
 - a. The Board discussed submitting a letter of support to City Council for temporarily suspending paid parking in the lots based on feedback from restaurants and bars. They agreed to recommend suspending until July 1st, requesting better signage, and reverting to free 4-hour parking (pre-pandemic) and including verbiage that urgency is required due to the holiday season. Kim will draft the letter on behalf of the Board.
 - b. Darin moved for approval, Amy seconded, 1 abstained, all approved.
- 6. Committee Program of Work Report
 - a. Economic Development
 - b. Design
 - c. Org & Development
 - d. Promotion
- 7. Staff Report Bear
 - a. We had lots of volunteers help with Holiday Hoopla Kick-Off Cruise. We will not have Santa at the workshop this year due to recent proclamation. If an updated proclamation is released, we will re-evaluate workshop hours. We will be holding property owner meetings this month and will extend the invitation to board members for support at the meetings. Larry will be picking up ice melt for our merchants with newly installed pavers.
- 8. Liaison Updates -

Public Safety: Call Public Safety if pan handlers are bugging people. Grow Cedar Valley: A townhall style meeting will be held featuring Chuck Grassley Cedar Falls Tourism: Volunteers on Tap will take place on January 19 and the Bike Expo will be at the end of January.

Main Street Waterloo: Shop Downtown Saturdays

College Hill Partnership: Featuring holiday promotions/ gift guides for the holiday season

- 9. Good of the Order was given
- 10. Adjourn Sheetz moved for approval, Lynch seconded, all approved.

Community Main Street Director's Staff Report for December 2020:

Committees:

- Promotion/Retail/Nightlife Holiday Hoopla
- **Design** did not meet
- Business Improvement Property Owner Meetings
- Organization & Development Potential winter fundraiser planning, volunteer appreciation
- Board Downtown Vision Plan

Staff Activities:

- Met with Mayor Green
- Met with Stephanie Sheetz
- Met with Ron Gaines
- Grow Cedar Valley Affiliate Meeting
- Holiday Hoopla Marketing Meeting
- Submitted Main Street Iowa monthly report
- Submitted Main Street Iowa 2020 Accreditation
- Met with Economic Development committee chair (x2)
- Coordination of Santa letters with the Western Home & Cedar Falls High School
 - Responded to Santa letters
- Volunteers on Tap planning
- Main Street Iowa Awards, concept and process overview
- Promoted Hoopla Cheer
- Promoted and coordinated the Hoopla coloring contest
- Planning meeting for a google training partnering with SBDC and Waterloo Main Street
- Holiday Hoopla commercial shoot
- Met with Mark Schowalter for a potential beer event
- Streetscape meeting for phase 2 of the project
- Met with Brian Wingert to discuss the development of 4th and Main
- Presented updates on CMS to Rotary group
- Main Street lowa meet up with similar sized communities
- Provided UNI committed student group with 250 gift certificates
- Put away and returned all the supplies for the Holiday Hoopla kickoff event
- Window Wonderland people's choice was awarded
- Met with Michael from Main Street Iowa to discuss property owner meetings
- Planned and facilitated 2 property owner meetings
- Larry maintained the gator and any upkeep of Santa's workshop
- Wrote \$33,490 worth of gift certificates
- Planned and facilitated all committee meetings and sub-committee meetings

Community Event Representation: Cedar Falls Community Foundation Public Relations meeting; City Council meeting

Hours worked by staff in December:

Maribel – 97 hours
Larry – 14 hours
Dylan – 26 hours
Kim – 165 hours, used 4 days of vacation

Staff Priorities for the next month:

SSMID committee and communication Tourism request for payment Event and promotion ideas for 2021

CEDAR FALLS COMMUNITY MAIN STREET **FY20 STRATEGIC GOALS ONE-SHEET Activities FY21**

| Callabayativa | DICTRICT | | ies FY21 | DADIVING | ANDULAL TACKS |
|------------------------------|---|--|--|---|--|
| Collaborative | DISTRICT | BUSINESS | CONVENIENCE | PARKING | ANNUAL TASKS |
| effort with business owners, | AESTHETIC | FRIENDLY | District accessibility, functional side of | Positive impact on the parking | Ongoing operational activities |
| property owners, | Positive look and feel of the district | ENVIRONMENT | district aesthetics | experience | uctivities |
| & city to achieve | Jeer of the district | Supportive business | | downtown | |
| goals | | community and strong business mix | | | |
| BOARD OF | Review and | Strong business mix | | | MSI annual |
| DIRECTORS | implement MSI exchange visit recommendations | Deliberate business visitation program | | | checklist Budget October bi-annual report City grant requests April bi-annual report Staff review Attend city council meetings Review/update program policies & procedures |
| ECONOMIC DEVELOPMENT | ✓ Challenge Grant submission FY21 | New business visits (x10) Support visits to existing businesses Open 4 Business 2021 Plan & execute 2 deliberate actions to help fill vacant storefronts (Naked Spaces Tour with Org.) Schedule quarterly landlord/property owner meetings New business/peer group/mentor | Promote store accessibility during construction Online accessibility; resources | | MSI annual checklist Track/collect business stats Complete the business welcome packet |
| DESIGN | Façade review (x10) Fall clean-up day Spring clean up day Banner (1 new set) Seasonal beautification (Flowers, Funtober, Holiday) | Façade grant program (promotion) Update review checklist Overlay awareness brochure Historic preservation education | Wayfinding within district | Parking lot cleanliness & maintenance program | MSI annual checklist |
| ORGANIZATION & DEVELOPMENT | Flower fundraiser (Hops with Promo) | ✓ Partner thank you Volunteer recognition party Main Street lowa award nominations Annual fundraiser (Upstairs Downtown/Naked Spaces) | | | MSI annual checklist Build local program awareness through community outreach Friends campaign (100% board participation) Annual meeting Update "About CMS" packet |

CEDAR FALLS COMMUNITY MAIN STREET **FY20 STRATEGIC GOALS ONE-SHEET Activities FY21**

| | | Activit | les F121 | | |
|---|---|--|--|---|--|
| | | | | | |
| Collaborative effort with business owners, property owners, & city to achieve goals | DISTRICT AESTHETIC Positive look and feel of the district | BUSINESS FRIENDLY ENVIRONMENT Supportive business community and strong business mix | CONVENIENCE District accessibility, functional side of district aesthetics | PARKING Positive impact on the parking experience downtown | ANNUAL TASKS Ongoing operational activities |
| PROMOTIONS | ◆ Hops | Calendar of Event mailing (x2) Winter & Spring ARTapalooza event Show & Shine (September & May) ✓ Movies Under the Moon (FY21) Holiday Hoopla ✓ Kick off ✓ Small Bus. Sat. Breakfast with Santa ✓ Jingle & Mingle Hoopla Cheer Frosty 5K Baby It's Cold Movie Magic ✓ Coloring Contest ✓ Window Contest Trolley Rides ✓ Letters to Santa | | Positive, consistent message (new parking brochure) Communication piece for businesses and employees | MSI annual checklist Visitor Guide ad GBPAC ad Tourism co-op ads Shop/Dine like a local maps Kiosk map Kiosk flyers (weekly) Evaluate brochure for possible updates Newsletter (x11) |
| PROMOTIONS: Retail & Nightlife | | ✓ Sidewalk Sales Panther PAWty ?? Funtober promo Scarecrow Stroll Trick or Treating ✓ Fall Girls Night Out Lift Up Local ✓ Holiday Shop Hop ✓ Small Business Saturday Downtown Delights Spring Shop Hop Spring Girls Night Out Love Rocks | Business hours Activate Sidewalks | | Cooperative advertising opportunities (TV, coupons, etc) |



Status Report

1987-MS-001-Cedar Falls

Downtown Resource Center

Award Year: 1987 Status: Approved

Contract Number: 1987-MS-001

Status Report Submitted By: Submitted Date: 02/18/2021 Title January 2021 Report Period

01/01/2021 01/31/2021

Primary Contact and Organization

Primary Contact Organization Information

AnA User Id CAROL.LILLY@IOWAID Organization Community Main Street, Inc. Street Inc Middle Name Last Name First Name* Community Main Organization
Non-Profit Organization Title:

Executive Director DUNS: Email:* director@communitymainstreet.org

Organization Website: communitymainstreet.org Address:* 310 E 4th St

Address: Community Main Street 310 E 4th St

50613 Cedar Falls Iowa

50613 "~etal Code/Zip Cedar Falls Iowa Phone: 319-429-0468

Phone 319-277-0213 Downtown Resource Center Fax:

Fax:

City

DESIGN - Projects Completed / In-Progress

DESIGN - Projects Completed / In-Progress 1

Project Type* Rehab Existing Building Building/Business Name TG Taps 200 W. 1st St. Ste. 101 Status In-progress Private Amount Invested \$110,000.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source

\$0.00 Source of Grant Funds Invested

Total Amount Invested \$110,000.00

Replace & expand 2 level deck Comments

DESIGN - Projects Completed / In-Progress 2

Project Type* Rehab Existing Building Building/Business Name Los Cabos Address 114 Main Street Status In-progress Private Amount Invested \$7,000.00 Source of Funds Private Public Amount Invested \$0.00

Public Investment Source

Grant Amount Invested

Source of Grant Funds Invested

\$7.000.00 Total Amount Invested Repair siding

DESIGN - Projects Completed / In-Progress 3

Project Type* Rehab Existing Building **Building/Business Name** Blue Room Lounge Address 201 Main Street Status In-progress Private Amount Invested \$400,000.00 Private Public Amount Invested Public Investment Source

\$0.00

Grant Amount Invested

Source of Grant Funds Invested

Total Amount Invested \$400,000.00

Exterior facade, reopening windows & interior

DESIGN - Projects Completed / In-Progress 4 Project Type* New Construction

Building/Business Name Lincoln Savings Bank Address 302 Main Street In-progress

Item 13.

Private Amount Invested \$2,000,000.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source

Grant Amount Invested

Source of Grant Funds Invested

Total Amount Invested \$2.000.000.00

Comments All new 1st & 2nd floor walls.offices & drive thru

DESIGN - Projects Completed / In-Progress 5 Project Type* New Construction **Building/Business Name** Community Bank & Trust Δddress 312 W. 1st Street Status In-progress Private Amount Invested \$1.549.500.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source

Grant Amount Invested Source of Grant Funds

Total Amount Invested \$1.549.500.00

New construction of 2900 SF bank Comments

DESIGN - Projects Completed / In-Progress 6 Project Type* New Construction Building/Business Name Formerly Wells Fargo Address 302 Main Street Status In-progress Private Amount Invested \$5,400,000.00 Source of Funds Private

Public Amount Invested Public Investment Source

Grant Amount Invested \$0.00

Source of Grant Funds

Total Amount Invested \$5,400,000.00

Foundation only for new office bldg

DESIGN - Projects Completed / In-Progress 7 Project Type* New Construction Building/Business Name River Place MU2 Address 122 E 2nd Street Status In-progress Private Amount Invested \$8,000,000.00 Source of Funds

Public Amount Invested \$0.00 Public Investment Source **Grant Amount Invested** \$0.00

Source of Grant Funds Invested

Total Amount Invested \$8,000,000.00

DESIGN - Projects Completed / In-Progress 8 Project Type* New Construction Building/Business Name Dahlstrom Real Estate, Inc

200 W. 1st Street Status In-progress Private Amount Invested \$5,991,099.00 Source of Funds private Public Amount Invested \$0.00 Public Investment Source **Grant Amount Invested** \$0.00

Source of Grant Funds Invested

Total Amount Invested \$5,991,099,00

Comments Mixed use-50 apts.+ 6800 ft commercial+parking

DESIGN - Building Sold

Future Use Address Current Use **Building/Business Name** Amount of Sale 108 E. 4th Street Food Establishment \$800,000.00 Open Lot

ECONOMIC VITALITY- Business

of FT Jobs # of PT Jobs **Business Name** Address **Business Status Business Type**

ECONOMIC VITALITY - New Housing

Address Housing Type # of Units Monthly Rent or Purchase Price Purchase/Rent?

PROMOTION - Events

ORGANIZATION - Activities

ORGANIZATION - Activities 1

Volunteers On Tap Activity Name*

Volunteers on Tap is a chance for Cedar Valley professionals - people at every level - to connect with representatives from local festivals, events, attractions, and organizations to learn about long-term volunteer leadership roles. Description

Item 13.

These community organizations and events are looking for new talent to support their projects. Volunteers could serve on board of directors and committees to help facilitate organizational mission, plan and execute events, and assist with management of the

organization's events!

Status Completed

Activity Type Volunteer Development

Achievement

OTHER - Training Sessions

Main Street Position Training Date Who Attended Topic Kim Bear Executive Director 01/13/2021 Storytelling Webinar Kim Bear Executive Director 01/27/2021 Open 4 Business

OTHER - Volunteer Hours Invested in Main Street

| Volunteer Hours | Design | Economic Org Vitality | ganization P | romotion | Board of Directors | Program Volunteer | Total Volunteer Hours |
|--------------------|--------|--------------------------|--------------|----------|-----------------------|----------------------|--------------------------|
| Yes | 54.0 | 7.0 | 10.5 | 33.0 | 36.5 | 0 | 141.0 |

Commentary

Design Commentary/Updates

Design Agenda

Friday, January 15, 2021

Zoom Meeting @ Noon

Committee Members: Jeremy Zehr, Jacob Bauer, Dave Schacterle, Tom Nagle, Julie Shimek, Larry Wessels, Don Blau, Thomas Conners, Sally Timmer, Kara Shugar-Davis

Un-decking the Falls

Rooted Carrot Design Review

Economic Vitality/Business Improvement Commentary/Updates Economic Development Agenda

Wednesday, January 6th, 2021

Committee Members: Mark Kittrell (Chair), Lexie Heath, Amy Dutton, Seth Engelbrecht, Dustin Halter, Ty Kimble, Danny Laudick, Lisa Rivera Skubal CMS Staff: Kim Bear, Maribel Barry

New Business Communication

SSMID

Promotion Commentary/Updates

Community Main Street PROMOTIONS MEETING AGENDA Friday, January 8th, 2021 12:00pm ZOOM

1. Events and Promotions

2. UNI Now!

Website Revisions

Update the Shop & Dine like a local map

5. Volunteers on Tap

Organization nentary/Updates

Community Main Street ORGANIZATION & DEVELOPMENT MEETING AGENDA

Monday, January 11th, 2020 Noon via Zoom

Committee Members: Karen Oltman, Cinde Haskins, Tara Eisele, Jim Miller, Amy Mohr, Amber Munchoff, Sarah Foster, Shay Caley, Stephanie Roth

1. MSI Awards

2. Friends Campaign

Other

Program Commentary/Updates

List suggestions & questions on services, training topics, (for MSI communities and/or local needs) new resources, speakers you would recommend, etc.

Suggestions for state staff:

Do you have board president changes?

If there is a board president change, please complete the following:

Salutation/First/Last Ms. Crystal Ford First Name Last Nam

Title Market Leader BerganKDV Company 100 East Park Ave Address 2 Suite 300

City/State/County/Zip

Waterloo lowa

https://www.iowagrants.gov/getStatusReportPrintPreview.do?documentPk=1612979606832

50703

Item 13.

76

E-mail: crystal.ford@bergankdv.com

Phone/Extension/Fax 319-296-7882

Phone Ext.

Item 13.

Minutes, Community Main Street, Inc. Board of Directors Meeting Tuesday, January 12th, 2021 @ 12:00 p.m. Virtual - Zoom Meeting

In Attendance: Crystal Ford- President; Lexie Heath- President Elect; Mark Showalter- Secretary; Darin Beck; Natalie Brown; Wynette Froehner; Ty Kimble; Audrey Kittrell; Jenny Leeper; Clark Rickard; Stephanie Sheetz; Julie Shimek Liaisons: Craig Berte; Cary Darrah; Carrie Eilderts; Kim Manning; Jessica Rucker; Kelly Stern; Kathryn Sogard Staff: Kim Bear, Maribel Barry Guest: Ben Claypool

- 1. Welcome, Call to Order Ford
- 2. Approval of Minutes Showalter
 - a. Froehner moved for approval, Heath seconded, all approved.
- 3. Financial Report Barry
 - a. Income for December consisted of Hoopla sponsorships and donations. We purchased 3 pallets of ice melt for the merchants specifically targeting those who received new pavers. First Bank has sponsored 1 pallet thank you!!!
 - b. Kimble moved for approval, Froehner seconded, all approved.
- 4. City Updates/Streetscape Ben Claypool/Stephanie Sheetz
 - a. The Board watched a presentation regarding Streetscape Reconstruction Phase II. The newer pavers that are being installed have a longer lifespan of 75+ years. Formal mailing and a public information video will be sent later this month. The 2021-2022 construction season will have most of the work completed in 2021. Establishments with sidewalk cafes will be contacted based on last year's permit list.
 - b. Applied for the Gaming Grant but have not heard back yet. Sheetz will give an update once they hear back. They have received many compliments regarding Streetscape. The City has expanded their work to 4th & 5th Streets even though they were not initially on the plan.
- 5. President's Report Ford
 - a. CMS' Accreditation checklist was submitted.
 - b. Sturgis requesting that no event permits be issued in the downtown area during Sturgis weekend. Anyone can still apply for an event permit and will take some coordination.
- 6. Committee Program of Work Report
 - a. Economic Development discussed their plans for the year
 - Design Will be meeting next week to discuss the Rooted Carrot Co-op & 4th and Main Street projects. Banners are now back up!
 - c. Org & Development Working on Friends Campaign with Melissa Barber and a possible trivia fundraiser in the next few months.
 - d. Promotion Discussed a "Refreshment Zone" which requires an ordinance change.
- 7. Staff Report Bear
 - a. The empty lot at 4th and Main Street has sold and will a restaurant with a green space/ outdoor patio area. They hope to open this summer! This is perfect timing since Santa is going to be moving to the Plaza this year.
 - b. Although 2020 was tough for many businesses, we still had several open in our downtown district. Most recently our newest additions are The Selfe Exhibit, Sarah's Espresso Café, Mob Bar, Moonshine Cowgirls, and the Speckled Owl.
- 8. Liaison Updates
 - a. Cedar Falls Public Safety Nothing to report!
 - b. Cedar Falls Historical Society They are currently closed to the public while they prep their next exhibit.

- c. Cedar Falls Tourism Volunteers On Tap will be on Tuesday, 1/19. They are currently looking at an online calendar that will work with Facebook & Eventbrite that would ensure less work for their partners. They are also working on a proposal to host the Iowa League of Cities Conference in 2025.
- d. Main Street Waterloo They are celebrating their 25th year anniversary! They are launching a podcast about their organization and on downtown Waterloo's history. They are also moving forward with planning their events for 2021.
- e. Cedar Falls Public Library Still offering curbside pick-up and offering all virtual programs. The Community Center is sending out cards and activity kits to seniors!
- f. College Hill Partnership College Hill will be having a cleanup day on 1/23 and everyone is invited to join. Everyone is also invited to give their feedback regarding the Olive Street Box Culvert Project.
- g. Grow Cedar Valley Leadercast women will take place on February 5th.
- 9. Good of the Order was given.
- 10. Adjourn Froehner moved for approval, Sheetz seconded, all approved.

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Community Main Street Director's Staff Report for January 2021:

Committees:

- Promotion/Retail/Nightlife Downtown Delights
- Design –UnDeck the Falls, Root Carrot Co-op Market site plan
- Business Improvement what to do moving forward through COVID
- Organization & Development —Potential winter fundraiser planning, Friends campaign
- Board –

Staff Activities:

- Event planning, facilitation, support and oversight of the following events
 - Undecking the Falls
 - o Downtown Delights
 - ARTapalooza
- Met with Mayor Green
- Met with Stephanie Sheetz
- Met with Ron Gaines
- Grow Cedar Valley Affiliate Meeting
- ARTapalooza Committee Meeting
- Holiday Hoopla met with the Waterloo Career Center to discuss rebuilding Santa's workshop
- Submitted Main Street Iowa monthly report
- Volunteers on Tap planning meetings
- Volunteers on Tap participant to recruit new volunteers
- SSMID renewal roundtable discussion with Main Street Iowa
- UNI NOW coordination for welcoming students back
- Downtown Delights planning meetings (x2)
- Met with Economic Development committee chair (x3)
- Coordination of Santa's house being removed
- CAPS advisory committee meeting
- New business training discussion with Danny from Red Cedar and Main Street Waterloo
- Black Hawk County Health Department meeting in regard to hosting safe events
- Parking Technical meeting via Zoom with CHP and the city of Cedar Falls
- Main Street lowa meet up with similar sized communities
- · Holiday Hoopla thank you's written and mailed
- Movies Under the Moon meeting with event partners
- Storytelling webinar by Main Street Iowa
- Met with other Main Street communities in regard to streetscape project experiences, lessons learned, etc.
- Eggstravaganza planning committee meeting
- Talked with Dan Corbin of the Waterloo Bucks on a promotional concept
- Sturgis/Live to 9 meeting coordinated by the city
- Open 4 Business webinar hosted by MSI
- Virtual trivia planning session
- Sat in on a meeting about a possible beer event in Downtown in August
- Special Design meeting was held for the Rooted Carrot Co-op project
- Participated in the Cedar Falls Caps Design Sprint, recruited judges to help with the presentations as well
- Larry maintained the gator and coordinated all the lights and garland to decorate downtown for the holidays
- Planned and facilitated all committee meetings and sub-committee meetings

Community Event Representation: Cedar Falls Community Foundation Public Relations meeting; City Council meeting, Cedar Falls Visitor Center and Tourism Board Meeting

Staff Priorities for the next month:
Open 4 Business
SSMID next steps
Event planning
Refreshment Zone
Main Street Iowa Award nominations

CEDAR FALLS COMMUNITY MAIN STREET **FY20 STRATEGIC GOALS ONE-SHEET Activities FY21**

| | | | IES FIZI | | |
|---|---|---|--|--|--|
| Collaborative effort with business owners, property owners, & city to achieve goals | DISTRICT AESTHETIC Positive look and feel of the district | BUSINESS FRIENDLY ENVIRONMENT Supportive business community and strong business mix | CONVENIENCE District accessibility, functional side of district aesthetics | PARKING Positive impact on the parking experience downtown | ANNUAL TASKS Ongoing operational activities |
| BOARD OF DIRECTORS | Review and implement MSI exchange visit recommendations | Deliberate business visitation program | | | ✓ MSI annual checklist Budget October bi-annual report City grant requests April bi-annual report Staff review Attend city council meetings Review/update program policies & procedures |
| ECONOMIC DEVELOPMENT | ✓ Challenge Grant submission FY21 | New business visits (x10) Support visits to existing businesses Open 4 Business 2021 Plan & execute 2 deliberate actions to help fill vacant storefronts (Naked Spaces Tour with Org.) Schedule quarterly landlord/property owner meetings New business/peer group/mentor | Promote store accessibility during construction Online accessibility; resources | | ✓ MSI annual checklist Track/collect business stats Complete the business welcome packet |
| DESIGN | Façade review (x10) Fall clean-up day Spring clean up day Banner (1 new set) Seasonal beautification (Flowers, Funtober, Holiday) | Façade grant program (promotion) Update review checklist Overlay awareness brochure Historic preservation education | Wayfinding within district | Parking lot cleanliness & maintenance program | ✓MSI annual checklist |
| ORGANIZATION & DEVELOPMENT | Flower fundraiser (Hops with Promo) | ✓ Partner thank you Volunteer recognition party Main Street lowa award nominations Annual fundraiser (Upstairs Downtown/Naked Spaces) | | | ✓ MSI annual checklist Build local program awareness through community outreach Friends campaign (100% board participation) Annual meeting Update "About CMS" packet |

CEDAR FALLS COMMUNITY MAIN STREET FY20 STRATEGIC GOALS ONE-SHEET Activities FY21

| Activities FY21 | | | | | | | | | |
|---|---|---|--|--|--|--|--|--|--|
| | | | | | | | | | |
| Collaborative effort with business owners, property owners, & city to achieve | DISTRICT AESTHETIC Positive look and feel of the district | BUSINESS FRIENDLY ENVIRONMENT Supportive business community and | CONVENIENCE District accessibility, functional side of district aesthetics | PARKING Positive impact on the parking experience downtown | ANNUAL TASKS Ongoing operational activities | | | | |
| PROMOTIONS | • Hops | ■ Calendar of Event mailing (x2) Winter & Spring ARTapalooza event ■ Show & Shine (September & May) ✓ Movies Under the Moon (FY21) ■ Holiday Hoopla ✓ Kick off ✓ Small Bus. Sat. Breakfast with Santa ✓ Jingle & Mingle Hoopla Cheer Frosty 5K Baby It's Cold Movie Magie ✓ Coloring Contest ✓ Window Contest Trolley Rides ✓ Letters to Santa | | Positive, consistent message (new parking brochure) Communication piece for businesses and employees | ✓ MSI annual checklist • Visitor Guide ad • GBPAC ad • Tourism co-op ads • Shop/Dine like a local maps • Kiosk map • Kiosk flyers (weekly) • Evaluate brochure for possible updates • Newsletter (x11) | | | | |
| PROMOTIONS: Retail & Nightlife | • | ✓ Sidewalk Sales Panther PAWty ?? Funtober promo Scarecrow Stroll Trick or Treating ✓ Fall Girls Night Out Lift Up Local ✓ Holiday Shop Hop ✓ Small Business Saturday Downtown Delights Spring Shop Hop Spring Girls Night Out Love Rocks | Business hours Activate Sidewalks | | Cooperative advertising opportunities (TV, coupons, etc) | | | | |



IowaGrants.gov

Status Report

1987-MS-001-Cedar Falls

Downtown Resource Center

Award Year: 1987 Status: Submitted

Contract Number: 1987-MS-001

Status Report Submitted By: Submitted Date: 03/17/2021 Title February 2021 Report Period

02/01/2021 02/28/2021

Primary Contact and Organization

Primary Contact Organization Information

AnA User Id CAROL.LILLY@IOWAID Organization Community Main Street, Inc. Street Inc Middle Name Last Name First Name* Community Main Organization
Non-Profit Organization Title:

Executive Director DUNS: Email:* director@communitymainstreet.org

Address:* 310 E 4th St

Organization Website: communitymainstreet.org Address: Community Main Street

310 E 4th St

50613 City Cedar Falls Iowa

50613 "~etal Code/Zip Cedar Falls Iowa Phone: 319-429-0468

Phone 319-277-0213 Downtown Resource Center Fax:

Fax:

DESIGN - Projects Completed / In-Progress

DESIGN - Projects Completed / In-Progress 1

Rehab Existing Building Project Type* Building/Business Name Blue Room Lounge 201 Main Street Status In-progress Private Amount Invested \$400,000.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source \$0.00

Source of Grant Funds Invested

Total Amount Invested

\$400,000.00

Comments Exterior facade, reopening windows & interior

DESIGN - Projects Completed / In-Progress 2 Project Type* Rehab Existing Building

Building/Business Name Los Cabos Address 114 Main Street Status In-progress Private Amount Invested \$7,000.00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source

Grant Amount Invested Source of Grant Funds Invested

Total Amount Invested \$7,000,00 Repair siding

DESIGN - Projects Completed / In-Progress 3

Project Type* Rehab Existing Building

Building/Business Name TG Taps Address 200 W. 1st St. Ste. 101

Status In-progress Private Amount Invested \$110,000.00 Private Public Amount Invested Public Investment Source Grant Amount Invested \$0.00

Source of Grant Funds Invested

Total Amount Invested \$110,000.00

Replace & expand 2 level deck

DESIGN - Projects Completed / In-Progress 4

Project Type* New Construction Building/Business Name Lincoln Savings Bank Address 302 Main Street In-progress

Item 13.

Private Amount Invested \$2,000,000,00 Source of Funds Private Public Amount Invested \$0.00 Public Investment Source

Grant Amount Invested

Source of Grant Funds Invested

Total Amount Invested \$2.000.000.00

Comments All new 1st & 2nd floor walls.offices & drive thru

DESIGN - Projects Completed / In-Progress 5 Project Type* New Construction **Building/Business Name** Community Bank & Trust Δddress 312 W. 1st Street Status In-progress Private Amount Invested \$1.549.500.00 Source of Funds Private Public Amount Invested \$0.00

Public Investment Source Grant Amount Invested

Source of Grant Funds

Total Amount Invested \$1.549.500.00

New construction of 2900 SF bank Comments

DESIGN - Projects Completed / In-Progress 6 Project Type* New Construction Building/Business Name Formerly Wells Fargo Address 302 Main Street Status In-progress Private Amount Invested \$5,400,000.00 Source of Funds Private Public Amount Invested Public Investment Source

Grant Amount Invested Source of Grant Funds

Total Amount Invested \$5,400,000.00

Foundation only for new office bldg

\$0.00

DESIGN - Projects Completed / In-Progress 7 Project Type* New Construction Building/Business Name River Place MU2 Address 122 E 2nd Street Status In-progress Private Amount Invested \$8,000,000.00 Source of Funds Public Amount Invested \$0.00

Public Investment Source **Grant Amount Invested** \$0.00

Source of Grant Funds Invested

Total Amount Invested \$8,000,000.00

DESIGN - Projects Completed / In-Progress 8 Project Type* New Construction Building/Business Name Dahlstrom Real Estate, Inc

200 W. 1st Street Status In-progress Private Amount Invested \$5,991,099.00 private Source of Funds Public Amount Invested \$0.00 Public Investment Source \$0.00

Source of Grant Funds Invested

Total Amount Invested \$5,991,099,00

Comments Mixed use-50 apts.+ 6800 ft commercial+parking

DESIGN - Building Sold

Building/Business Name Future Use Address Current Use Amount of Sale

ECONOMIC VITALITY- Business

Business Name Address Business Status **Business Type** # of FT Jobs # of PT Jobs

ECONOMIC VITALITY - New Housing

Housing Type # of Units Monthly Rent or Purchase Price Purchase/Rent?

PROMOTION - Events

PROMOTION - Events 1

Promotion Name Downtown Delights

Description

Participating businesses will have ?punch cards? for you to fill out while you shop. Every \$5 purchased will get your card stamped once. Once completed, fill in your contact information on the back of the card and drop it in the designated box at any participating business. Your completed card is your entry into the drawing to win one of two Valentine prizes that include; wine, chocolate, and a Cedar Falls Downtown District gift certificate.

Date 2/4/2021-2/14/2021 Status Completed Sponsor(s)

Item 13.

Achievemen

Item 13.

ORGANIZATION - Activities

ORGANIZATION - Activities 1

Activity Name* Friends Campaign

The Friends Campaign is Community Main Street's fundraiser to help pay for the hanging flower baskets in Spring. Letters are mailed out to partners and community members detailing what we do as a Main Street program and asking for their support.

Status Completed Activity Type Fundraising

Achievement

OTHER - Training Sessions

Training Date Kim Bear Executive Director 02/05/2021 Leadercast Women Kim Bear Executive Director

02/10/2021 Looking to the Future of Iowa's Economy

OTHER - Volunteer Hours Invested in Main Street

| Volunteer Hours | Design | Economic Org Vitality | anization P | romotion | Board of Directors | Program Volunteer | Total Volunteer Hours |
|--------------------|--------|--------------------------|-------------|----------|-----------------------|----------------------|--------------------------|
| Yes | 5.0 | 9.0 | 4.0 | 44.5 | 23.5 | 0 | 86.0 |

Commentary

Design Commentary/Updates

Community Main Street

DESIGN COMMITTEE MEETING AGENDA

February 19th, 2021

Noon via Zoom Meeting

Committee Members: Dave Schachterle, Julie Shirnek, Thomas Connors, Tom Nagle, Don Blau, Kara Shugar-Davis, Julie Etheredge, Sally Timmer, Jeremy Zehr, Jacob Bauer, JD Atodaria

One Sheet Review

Design Review

LSB Signage

George?s Local

Other

New Zoning Code Review next month

Economic Vitality/Business mentary/Updates Economic Development Agenda Wednesday, February 3rd, 2021 Zoom Meeting @ Noon

Committee Members: Mark Kittrell (Chair), Lexie Heath, Amy Dutton, Seth Engelbrecht, Dustin Halter, Ty Kimble, Danny Laudick, Lisa Rivera Skubal CMS Staff: Kim Bear, Maribel Barry

- Welcome
- Open 4 Business New Business Communication Other

Anticipated Outcomes ? Committee members will: ? Discuss Open 4 Business

Brainstorm how to communicate with new businesses in the District

Commentary/Updates

Community Main Street PROMOTIONS MEETING AGENDA Friday, February 5th, 2021 12:00pm ZOOM

- 2. ARTapalooza Ideas
- Refreshment Zone

Organization Commentary/Updates

Community Main Street
ORGANIZATION & DEVELOPMENT MEETING AGENDA

Monday, February 8th, 2021 Noon via Zoom

Committee Members: Karen Oltman, Cinde Haskins, Tara Eisele, Jim Miller, Amy Mohr, Amber Munchoff, Sarah Foster, Shay Caley, Stephanie Roth

- 1. Friends Campaign
- 2. Trivia Update
- 3. MSI Awards

Program Commentary/Updates

List suggestions & questions on services, training topics, (for MSI communities and/or local needs) new resources, speakers you would recommend, etc.

Do you have board president changes?

Board President

If there is a board president change, please complete the following:

Salutation/First/Last Ms. Ford

Market Leader BerganKDV Address 100 East Park Ave Suite 300

City/State/County/Zip Waterloo 50703 Iowa

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86

Item 13.

Minutes, Community Main Street, Inc. Board of Directors Meeting Tuesday, February 9th, 2021 @ 12:00 p.m. Virtual - Zoom Meeting

In Attendance: Crystal Ford- President; Lexie Heath- President Elect; Mark Showalter- Secretary; Dan Lynch-Treasurer; Wynette Froehner; Ty Kimble; Audrey Kittrell; Jenny Leeper; Stephanie Sheetz; Julie Shimek; <u>Liaisons</u>: Craig Berte; Cary Darrah; Carrie Eilderts; Jane Messingham; Kathryn Sogard <u>Staff</u>: Kim Bear, Maribel Barry

- 1. Welcome, Call to Order Ford
- 2. Approval of Minutes Showalter
 - a. Kimble moved for approval, Froehner seconded, all approved.
- 3. Financial Report Lynch
 - a. PPP Loan information will be available later this week CMS will be receiving around \$19,000.
 - b. Froehner moved for approval, Heath seconded, all approved.
- 4. City Updates- Sheetz
 - a. Gaming Grant was awarded for the full amount of \$500k. A special P&Z meeting will be held on 2/17 at 5:30pm to go over the draft the proposed Downtown Zoning Code. College Hill's Visioning plan will be presented at tomorrow's P&Z meeting.
- 5. President's Report Ford
 - a. Accreditation Checklist was submitted to Main Street Iowa
 - b. The board discussed submitting a parking proposal letter to City Council to delay paid parking. We have received consistent feedback about delaying paid parking during the pandemic. It is important that we be supportive of our businesses and show our constituents that we are using our voice on their behalf. It was recommended that we indicate an "end date" to our proposal so that City Council can make a decision.
 - i. Kimble moved for approval, Lynch seconded, Sheetz abstained, all approved.
- Committee Program of Work Report
 - a. Economic Development Open 4 Business is coming up and we will have an informational meeting for those who are interested.
 - b. Design Conducted a Design Review for The Rooted Carrot Co-Op.
 - c. Org & Development Working on Friends Campaign and trivia fundraiser.
 - d. Promotion Working on ways to improve our website, Downtown Delights will take place 2/4-2/14, ARTapalooza artists who were juried in last year will automatically be accepted this year, Show & Shine supporters are excited!
- 7. Staff Report Bear
 - a. Working on the Catalyst Grant with George's Local (108 E. 4th) representatives.
- 8. Liaison Updates
 - a. Grow Cedar Valley: Will be hosting Leadercast Women in the fall (in person)
 - b. Cedar Falls Historical Society: The Victorian House is open and smaller classes are being held in the schoolhouse for social distancing.
 - c. Public Safety: We are always here to support events!
 - d. College Hill Partnership: Excited about Visioning! Looking into 'Refreshment Zone' options
 - e. Main Street Waterloo: Taste of Loo's theme is Bacon! Ragbrai will be coming through Waterloo

- 9. Good of the Order was given.
- 10. Adjourn Leeper moved for approval, Froehner seconded, all approved.

Cedar Falls Community Main Street, Inc. is a volunteer-driven, non-profit organization established to foster economic vitality, and to preserve and promote the historic image and character of the downtown, while improving the quality of life in Cedar Falls.

Community Main Street Director's Staff Report for February 2021:

Committees:

- Promotion/Retail/Nightlife Downtown Delights
- Design –George's Local site plan
- **Economic Development** Open 4 Business
- Organization & Development Potential winter fundraiser planning, Friends campaign
- Board Parking

Staff Activities:

- Event planning, facilitation, support and oversight of the following events
 - o Downtown Delights
 - ARTapalooza
 - Movies Under the Moon
- Met with Mayor Green
- Met with Stephanie Sheetz
- Met with Ron Gaines
- ARTapalooza Committee Meeting
- Submitted a letter to City Council to ask for an extension of the paid parking reprieve
 - Spoke during the Committee of the Whole on the topic
- Holiday Hoopla committee meeting to discuss 2020 and 2021
- Submitted our Tourism request for payment for Holiday Hoopla marketing grant
- Friends Campaign letters mailed
 - Thank you's written as they are received
- Submitted Main Street Iowa monthly report
- Participated in Leadercast Women through Grow Cedar Valley
- Submitted Main Street Iowa Award Nominations
- Worked on updating the New Business Packet to share with new businesses
- Downtown Delights materials printed and distributed
- Main Street Iowa webinar with Debi Durham on the future of Iowa
- Submitted the second round of PPP papers
- Met with new Great Western Bank Manager
- Staff meeting in regard to promotional planning moving forward
- Put together a Details of the District campaign update letter for all donors
- Met with Economic Development committee chair (x2)
- Parking Technical meeting via Zoom with CHP and the city of Cedar Falls
- Main Street lowa meet up with similar sized communities
- Movies Under the Moon survey put together and sent out
- Movies Under the Moon sponsorship asks went out and were secured
- Eggstravaganza planning committee meeting
- Refreshment zone meetings with the City and CHP (x2)
- Refreshment zone discussion with Grand Rapids, Michigan
- Town Hall Meeting for COVID-19 vaccine
- Open 4 Business planning meeting (x2)
- SSMID meeting with Jennifer Rodenbeck from the City
- Hosted an Open 4 Business meeting for those interested in the program
- Virtual trivia planning session
- Main Street Iowa Director call
- Sat in on a meeting about a possible beer event in Downtown in August
- Larry maintained our sidewalks and parking spots during all the snow we received.
- Planned and facilitated all committee meetings and sub-committee meetings
- Submitted Biennial Report to the Secretary of State of Iowa

Community Event Representation: Cedar Falls Community Foundation Public Relations meeting; City Council meeting, Cedar Falls Visitor Center and Tourism Board Meeting

Staff Priorities for the next month:

Open 4 Business, SSMID next steps, Event planning, Refreshment Zone

CEDAR FALLS COMMUNITY MAIN STREET FY20 STRATEGIC GOALS ONE-SHEET Activities FY21

| Collaborative | DICTRICT | | CONVENIENCE DARKING ANNUAL TA | | | | |
|------------------------------------|---|---|---|--|--|--|--|
| | DISTRICT | BUSINESS | CONVENIENCE | PARKING | ANNUAL TASKS | | |
| effort with business owners, | AESTHETIC | FRIENDLY | District accessibility, functional side of | Positive impact on the parking | Ongoing operational activities | | |
| | Positive look and | ENVIRONMENT | district aesthetics | experience | uctivities | | |
| property owners, & city to achieve | feel of the district | Supportive business | uistrict destricties | downtown | | | |
| goals | | community and | | uomitom. | | | |
| | | strong business mix | | | | | |
| BOARD OF DIRECTORS | Review and implement MSI exchange visit recommendations | Deliberate business visitation program | | | ✓ MSI annual checklist • Budget ✓ October bi-annual report ✓ City grant requests • April bi-annual report • Staff review • Attend city council meetings • Review/update program policies & procedures | | |
| ECONOMIC DEVELOPMENT | ✓ Challenge Grant submission FY21 | New business visits (x10) Support visits to existing businesses Open 4 Business 2021 Plan & execute 2 deliberate actions to help fill vacant storefronts (Naked Spaces Tour with Org.) Schedule quarterly landlord/property owner meetings New business/peer group/mentor | Promote store accessibility during construction Online accessibility; resources | | ✓ MSI annual checklist • Track/collect business stats • Complete the business welcome packet | | |
| DESIGN | Façade review (x10) Fall clean-up day Spring clean up day Banner (1 new set) Seasonal beautification (Flowers, Funtober, Holiday) | Façade grant program (promotion) Update review checklist Overlay awareness brochure Historic preservation education | Wayfinding within district | Parking lot cleanliness & maintenance program | ✓MSI annual checklist | | |
| ORGANIZATION & DEVELOPMENT | Flower fundraiser (Hops with Promo) | ✓ Partner thank you Volunteer recognition party ✓ Main Street Iowa award nominations • Annual fundraiser (Upstairs Downtown/Naked Spaces) | | | ✓ MSI annual checklist • Build local program awareness through community outreach ✓ Friends campaign (100% board participation) • Annual meeting • Update "About CMS" packet | | |

CEDAR FALLS COMMUNITY MAIN STREET FY20 STRATEGIC GOALS ONE-SHEET Activities FY21

| | Activities FY21 | | | | | | | | | | |
|--|---|---|--|---|---|--|--|--|--|--|--|
| | | | | | | | | | | | |
| Collaborative effort with business owners, property owners, & city to achieve goals PROMOTIONS | DISTRICT AESTHETIC Positive look and feel of the district • Hops | BUSINESS FRIENDLY ENVIRONMENT Supportive business community and strong business mix • Calendar of Event | CONVENIENCE District accessibility, functional side of district aesthetics | PARKING Positive impact on the parking experience downtown • Positive, consistent | ANNUAL TASKS Ongoing operational activities ✓ MSI annual | | | | | | |
| | | mailing (x2) Winter & Spring ARTapalooza event • Show & Shine (September & May) ✓ Movies Under the Moon (FY21) • Holiday Hoopla ✓ Kick off ✓ Small Bus. Sat. Breakfast with Santa ✓ Jingle & Mingle Hoopla Cheer Frosty 5K Baby It's Cold Movie Magie ✓ Coloring Contest ✓ Window Contest Trolley Rides ✓ Letters to Santa | | message (new parking brochure) Communication piece for businesses and employees • | checklist Visitor Guide ad GBPAC ad Tourism co-op ads Shop/Dine like a local maps Kiosk map Kiosk flyers (weekly) Evaluate brochure for possible updates Newsletter (x11) | | | | | | |
| PROMOTIONS: Retail & Nightlife | | ✓ Sidewalk Sales • Panther PAWty ?? • Funtober promo Scarecrow Stroll Trick or Treating ✓ Fall Girls Night Out - Lift Up Local ✓ Holiday Shop Hop ✓ Small Business Saturday ✓ Downtown Delights • Spring Shop Hop • Spring Girls Night Out • Love Rocks | Business hours Activate Sidewalks | | Cooperative advertising opportunities (TV, coupons, etc) | | | | | | |

A summary of new investment and job creation/retention figures for the applicable reporting period $% \left(1\right) =\left(1\right) +\left(1\right)$

| | Business/Job Changes October 2020 through March 2021 | | | | | | | | | | |
|------------------|---|-----------------|---|-----|----------------------|---|--|--|--|--|--|
| | New Business Opening | Net Jobs | Businesses Closing or Moving out | | Relocating/Expanding | Net FTE Jobs Created with Expand/Relocate | | | | | |
| October 2020 | 1 | 1 | 0 | 0 | 1 | 1 | | | | | |
| November 2020 | 2 | 2 | 0 | 0 | 2 | 2 | | | | | |
| December 2020 | 2 | 15 | 0 | 0 | 2 | 9 | | | | | |
| January 2021 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | |
| February 2021 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | |
| March 2021 | 0 | 0 | 1 | 1 | 0 | 0 | | | | | |
| Totals | 5* | 18** | 1* | 1** | 5 | 12 | | | | | |

^{*}Business opening (5) - business closing (1) = net (4)

| Rehabilitation, Renovation & New Construction October 2020 through March 2021 | | | | | | | | |
|--|---|----------|--|--|--|--|--|--|
| Projects Investment Value | | | | | | | | |
| October 2020 | 0 | \$0 | | | | | | |
| November 2020 | 2 | \$21,500 | | | | | | |
| December 2020 | 1 | \$15,000 | | | | | | |
| January 2021 | 0 | \$0 | | | | | | |
| February 2021 | 0 | \$0 | | | | | | |
| March 2021 | 0 | \$0 | | | | | | |
| Net | 3 | \$36,500 | | | | | | |

| Buildings Sold October 2020 through March 2021 | | | | | | | | |
|---|---|-------------|--|--|--|--|--|--|
| Quantity Investment | | | | | | | | |
| October 2020 | 0 | \$0 | | | | | | |
| November 2020 | 0 | \$0 | | | | | | |
| December 2020 | 1 | \$800,000 | | | | | | |
| January 2021 | 0 | \$0 | | | | | | |
| February 2021 | 0 | \$0 | | | | | | |
| March 2021 | 1 | \$340,000 | | | | | | |
| Total | 2 | \$1,140,000 | | | | | | |

| Volunteer Hours October 2020 through March 2021 | | | | | | | |
|--|-------|--|--|--|--|--|--|
| October 2020 | 185 | | | | | | |
| November 2020 | 802 | | | | | | |
| December 2020 | 172 | | | | | | |
| January 2021 | 141 | | | | | | |
| February 2021 | 86 | | | | | | |
| March 2021 | 149 | | | | | | |
| Total | 1,535 | | | | | | |

OCTOBER 2020

| | MONTHLY BUDGET - OCTOBER | | | MON | MONTHLY BUDGET - JULY TO OCTOBER | | | | ANNUAL BUDGET | | | |
|--|--------------------------|------------------|---------------------------------|------------------|----------------------------------|--------------------------|---------------------------------|--------------------------|---------------------------|----------------------|---------------------------------|--------------------------|
| | MONTH ACTUAL | MONTH BUDGET | ACTUAL TO BUDGET VARIANCE | % OF BUDGET | YEAR TO DATE ACTUAL | ANNUAL BUDGET | ACTUAL TO BUDGET VARIANCE | % OF ANNUAL BUDGET | YEAR TO DATE ACTUAL | ANNUAL BUDGET | ACTUAL TO BUDGET VARIANCE | % OF ANNUAL BUDGET |
| Revenue | | | | | | | | | | | | |
| Board Income | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 1,800.00 | -1,800.00 | 0.00% | 0.00 | 1,800.00 | -1,800.00 | 0.00% |
| City Funding | 8,250.00 | 0.00 | 8,250.00 | 0.00% | 8,250.00 | 0.00 | 8,250.00 | 0.00% | 8,250.00 | 15,000.00 | -6,750.00 | 55.00% |
| Equipment Rental Income | 0.00 | 0.00 | 0.00 | 0.00% | 300.00 | 0.00 | 300.00 | 0.00% | 300.00 | 0.00 | 300.00 | 0.00% |
| Event Income | 3,620.00 | 3,500.00 | 120.00 | 103.43% | 10,620.00 | 10.300.00 | 320.00 | 103.11% | 10.620.00 | 57,580.00 | -46,960.00 | 18.44% |
| Friends/Streetscape | 6.926.16 | 1,250.00 | 5,676.16 | 554.09% | 7,947.76 | 1,250.00 | 6,697.76 | 635.82% | 7,947.76 | 9,500.00 | -1,552.24 | 83.66% |
| Grant & other Income | 23.44 | 0.00 | 23.44 | 0.00% | 109.15 | 18,000.00 | -17,890.85 | 0.61% | 109.15 | 21,000.00 | -20,890.85 | 0.52% |
| SSMID | 121,527.41 | 50,000.00 | 71,527.41 | 243.05% | 121,527.41 | 50,000.00 | 71,527.41 | 243.05% | 121,527.41 | 200,000.00 | -78,472.59 | 60.76% |
| Total Revenue | \$ 140,347.01 | \$ 54,750.00 | \$ 85,597.01 | 256.34% | \$ 148,754.32 | \$ 81,350.00 | \$ 67,404.32 | 182.86% | \$ 148,754.32 | \$ 304,880.00 | -\$ 156,125.68 | 48.79% |
| Gross Profit | \$ 140,347.01 | \$ 54,750.00 | \$ 85,597.01 | 256.34% | \$ 148,754.32 | \$ 81,350.00 | \$ 67,404.32 | 182.86% | \$ 148,754.32 | \$ 304,880.00 | -\$ 156,125.68 | 48.79% |
| Expenditures | | | | | | | | | , | | | |
| Board Lunch Expense | 0.00 | 150.00 | -150.00 | 0.00% | 0.00 | 450.00 | -450.00 | 0.00% | 0.00 | 1,650.00 | -1,650.00 | 0.00% |
| Committee Expense | 760.00 | 600.00 | 160.00 | 126.67% | 2,712.57 | 2,000.00 | 712.57 | 135.63% | 2,712.57 | 28,000.00 | -25,287.43 | 9.69% |
| Depreciation Expense | 0.00 | 1,435.00 | -1,435.00 | 0.00% | 0.00 | 5,740.00 | -5,740.00 | 0.00% | 0.00 | 17,220.00 | -17,220.00 | 0.00% |
| Dues and Subscriptions | 539.59 | 1,200.00 | -660.41 | 44.97% | 2,973.27 | 3,150.00 | -176.73 | 94.39% | 2,973.27 | 8,350.00 | -5,376.73 | 35.61% |
| Event Expense | 733.29 | 1,000.00 | -266.71 | 73.33% | 7,411.40 | 9,950.00 | -2,538.60 | 74.49% | 7,411.40 | 37,950.00 | -30,538.60 | 19.53% |
| Grant Expense | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 18,000.00 | -18,000.00 | 0.00% |
| Insurance | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 5,500.00 | -5,500.00 | 0.00% |
| Miscellaneous | 3.20 | 150.00 | -146.80 | 2.13% | 21.20 | 650.00 | -628.80 | 3.26% | 21.20 | 2,000.00 | -1,978.80 | 1.06% |
| Office Supplies | 50.00 | 625.00 | -575.00 | 8.00% | 637.60 | 2,500.00 | -1,862.40 | 25.50% | 637.60 | 7,500.00 | -6,862.40 | 8.50% |
| Payroll Expenses | 7,665.16 | 9,000.00 | -1,334.84 | 85.17% | 27,811.97 | 32,000.00 | -4,188.03 | 86.91% | 27,811.97 | 104,000.00 | -76,188.03 | 26.74% |
| Postage and Delivery | 0.00 | 100.00 | -100.00 | 0.00% | 110.00 | 400.00 | -290.00 | 27.50% | 110.00 | 2,200.00 | -2,090.00 | 5.00% |
| Professional Fees | 0.00 | 0.00 | 0.00 | 0.00% | 2,575.00 | 4,000.00 | -1,425.00 | 64.38% | 2,575.00 | 7,000.00 | -4,425.00 | 36.79% |
| Repairs | 0.00 | 375.00 | -375.00 | 0.00% | 0.00 | 750.00 | -750.00 | 0.00% | 0.00 | 1,500.00 | -1,500.00 | 0.00% |
| Snow Removal & Lawn Care | 98.15 | 500.00 | -401.85 | 19.63% | 344.45 | 1,100.00 | -755.55 | 31.31% | 344.45 | 3,000.00 | -2,655.55 | 11.48% |
| Streetscape Expense | 6,948.52 | 1,250.00 | 5,698.52 | 555.88% | 7,130.37 | 1,250.00 | 5,880.37 | 570.43% | 7,130.37 | 2,500.00 | 4,630.37 | 285.21% |
| Telephone | 205.98 | 100.00 | 105.98 | 205.98% | 463.80 | 400.00 | 63.80 | 115.95% | 463.80 | 1,200.00 | -736.20 | 38.65% |
| Travel & Training Utilities | 0.00 370.00 | 150.00 370.00 | -150.00 0.00 | 0.00% 100.00% | 0.00 | 600.00 | -600.00 0.00 | 0.00% 100.00% | 0.00 1,480.00 | 5,000.00 4,440.00 | -5,000.00 | 0.00% |
| Total Expenditures | \$ 17,373.89 | \$ 17,005.00 | \$ 368.89 | 102.17% | 1,480.00 \$ 53,671.63 | 1,480.00 \$ 66,420.00 | -\$ 12,748.37 | 80.81% | \$ 53,671.63 | \$ 257,010.00 | -2,960.00 -\$ 203,338.37 | 33.33% 20.88% |
| Net Operating Revenue | \$ 122,973.12 | \$ 37,745.00 | \$ 85,228.12 | 325.80% | . , | <u> </u> | \$ 80,152.69 | 636.86% | | | \$ 47,212.69 | 198.63% |
| Other Expenditures | \$ 122,973.12 | \$ 37,745.00 | \$ 85,228.12 | 325.80% | \$ 95,082.69 | \$ 14,930.00 | \$ 80,152.69 | 030.80% | \$ 95,082.69 | \$ 47,870.00 | \$ 47,212.09 | 198.63% |
| Interest Expense | 1,014.71 | 674.21 | 340.50 | 150.50% | 4,058.84 | 2,704.83 | 1,354.01 | 150.06% | 4,058.84 | 8,047.71 | -3,988.87 | 50.43% |
| Interest Expense Total Other Expenditures | 1,014.71 \$ 1.014.71 | \$ 674.21 | \$ 340.50 \$ 340.50 | 150.50% | 4,058.84 \$ 4.058.84 | \$ 2,704.83 | \$ 1,354.01 | 150.06% | \$ 4,058.84 | \$ 8,047.71 | -3,988.87 -\$ 3,988.87 | 50.43% |
| Net Other Revenue | -\$ 1,014.71 | -\$ 674.21 | -\$ 340.50 | 150.50% | -\$ 4.058.84 | -\$ 2,704.83 | -\$ 1,354.01 | 150.06% | -\$ 4,058.84 | -\$ 8.047.71 | \$ 3,988.87 | 50.43% |
| Net Revenue | | \$ 37,070.79 | \$ 84,887.62 | | \$ 91,023.85 | \$ 12,225.17 | \$ 78,798.68 | 744.56% | , , , | \$ 39,822.29 | \$ 51,201.56 | 228.58% |
| Her Iverding | ş 121,958.41 | ş 37,070.79 | 24,887.62 ډ | 328.99% | 91,023.85 ç | / ۱۷,۷۷۵ د | ۶ /۵,/۶۵.b8 | /44.56% | 91,023.85 ç | ə 39,822.29 | ⇒ 51,2U1.5b | 228.38% |

NOVEMBER 2020

| | | МС | ONTHLY BUD | GET - NOVEME | BER | MONT | HLY BUDGET | - JUL | LY TO NOVE | MBER | | ANNUA | L BUDGET | |
|-----------------------------|------------|-----------------|-----------------|---------------------------------|----------------|---------------------------|------------------|-------|-------------------------------|--------------------------|---------------------------|------------------|---------------------------------|--------------------------|
| | | MONTH ACTUAL | MONTH BUDGET | ACTUAL TO BUDGET VARIANCE | % OF BUDGET | YEAR TO DATE ACTUAL | ANNUAL BUDGET | 1 | CTUAL TO BUDGET ARIANCE | % OF ANNUAL BUDGET | YEAR TO DATE ACTUAL | ANNUAL BUDGET | ACTUAL TO BUDGET VARIANCE | % OF ANNUAL BUDGET |
| Revenue | | | | | | | | | | | | | | |
| Board Income | | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 1,800.00 | | -1,800.00 | 0.00% | 0.00 | 1,800.00 | -1,800.00 | 0.00% |
| City Funding | | 7,500.00 | 7,500.00 | 0.00 | 100.00% | 15,750.00 | 7,500.00 | | 8,250.00 | 210.00% | 15,750.00 | 15,000.00 | 750.00 | 105.00% |
| Equipment Rental Income | | 0.00 | 0.00 | 0.00 | 0.00% | 300.00 | 0.00 | | 300.00 | 0.00% | 300.00 | 0.00 | 300.00 | 0.00% |
| Event Income | | 4,056.75 | 15,000.00 | -10,943.25 | 27.05% | 14,676.75 | 25,300.00 | | -10,623.25 | 58.01% | 14,676.75 | 57,580.00 | -42,903.25 | 25.49% |
| Friends/Streetscape | | 5,103.42 | 0.00 | 5,103.42 | 0.00% | 13,051.18 | 1,250.00 | | 11,801.18 | 1044.09% | 13,051.18 | 9,500.00 | 3,551.18 | 137.38% |
| Grant & other Income | | 18.66 | 0.00 | 18.66 | 0.00% | 127.81 | 18,000.00 | | -17,872.19 | 0.71% | 127.81 | 21,000.00 | -20,872.19 | 0.61% |
| SSMID | | 0.00 | 50,000.00 | -50,000.00 | 0.00% | 121,527.41 | 100,000.00 | | 21,527.41 | 121.53% | 121,527.41 | 200,000.00 | -78,472.59 | 60.76% |
| Total Revenue | \$ | 16,678.83 | \$ 72,500.00 | -\$ 55,821.17 | 23.01% | \$ 165,433.15 | \$ 153,850.00 | \$ | 11,583.15 | 107.53% | \$ 165,433.15 | \$ 304,880.00 | -\$ 139,446.85 | 54.26% |
| Gross Profit | \$ | 16,678.83 | \$ 72,500.00 | -\$ 55,821.17 | 23.01% | \$ 165,433.15 | \$ 153,850.00 | \$ | 11,583.15 | 107.53% | \$ 165,433.15 | \$ 304,880.00 | -\$ 139,446.85 | 54.26% |
| Expenditures | | | | | | | | | | | | | | |
| Board Lunch Expense | | 0.00 | 150.00 | -150.00 | 0.00% | 0.00 | 600.00 | | -600.00 | 0.00% | 0.00 | 1,650.00 | -1,650.00 | 0.00% |
| Committee Expense | | 2,689.66 | 5,000.00 | -2,310.34 | 53.79% | 5,402.23 | 7,000.00 | | -1,597.77 | 77.17% | 5,402.23 | 28,000.00 | -22,597.77 | 19.29% |
| Depreciation Expense | | 0.00 | 1,435.00 | -1,435.00 | 0.00% | 0.00 | 7,175.00 | | -7,175.00 | 0.00% | 0.00 | 17,220.00 | -17,220.00 | 0.00% |
| Dues and Subscriptions | | 960.00 | 650.00 | 310.00 | 147.69% | 3,933.27 | 3,800.00 | | 133.27 | 103.51% | 3,933.27 | 8,350.00 | -4,416.73 | 47.11% |
| Event Expense | | 10,105.51 | 10,000.00 | 105.51 | 101.06% | 17,516.91 | 19,950.00 | | -2,433.09 | 87.80% | 17,516.91 | 37,950.00 | -20,433.09 | 46.16% |
| Grant Expense | | 0.00 | 9,000.00 | -9,000.00 | 0.00% | 0.00 | 9,000.00 | | -9,000.00 | 0.00% | 0.00 | 18,000.00 | -18,000.00 | 0.00% |
| Insurance | | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 | | 0.00 | 0.00% | 0.00 | 5,500.00 | -5,500.00 | 0.00% |
| Miscellaneous | | 0.00 | 150.00 | -150.00 | 0.00% | 21.20 | 800.00 | | -778.80 | 2.65% | 21.20 | 2,000.00 | -1,978.80 | 1.06% |
| Office Supplies | | 475.55 | 625.00 | -149.45 | 76.09% | 1,113.15 | 3,125.00 | | -2,011.85 | 35.62% | 1,113.15 | 7,500.00 | -6,386.85 | 14.84% |
| Payroll Expenses | | 7,748.04 | 9,000.00 | -1,251.96 | 86.09% | 35,560.01 | 41,000.00 | | -5,439.99 | 86.73% | 35,560.01 | 104,000.00 | -68,439.99 | 34.19% |
| Postage and Delivery | | 55.00 | 500.00 | -445.00 | 11.00% | 165.00 | 900.00 | | -735.00 | 18.33% | 165.00 | 2,200.00 | -2,035.00 | 7.50% |
| Professional Fees | | 75.00 | 0.00 | 75.00 | 0.00% | 2,650.00 | 4,000.00 | | -1,350.00 | 66.25% | 2,650.00 | 7,000.00 | -4,350.00 | 37.86% |
| Repairs | | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 750.00 | | -750.00 | 0.00% | 0.00 | 1,500.00 | -1,500.00 | 0.00% |
| Snow Removal & Lawn Care | | 25.00 | 125.00 | -100.00 | 20.00% | 369.45 | 1,225.00 | | -855.55 | 30.16% | 369.45 | 3,000.00 | -2,630.55 | 12.32% |
| Streetscape Expense | | 0.00 | 0.00 | 0.00 | 0.00% | 7,935.01 | 1,250.00 | | 6,685.01 | 634.80% | 7,935.01 | 2,500.00 | 5,435.01 | 317.40% |
| Telephone | | 85.96 | 100.00 | -14.04 | 85.96% | 549.76 | 500.00 | | 49.76 | 109.95% | 549.76 | 1,200.00 | -650.24 | 45.81% |
| Travel & Training Utilities | | 0.00 | 50.00 | -50.00 | 0.00% | 0.00 | 650.00 | | -650.00 | 0.00% | 0.00 | 5,000.00 | -5,000.00 | 0.00% |
| | á | 370.00 | 370.00 | 0.00 | 100.00% | 1,850.00 | 1,850.00 | _ | 0.00 | 100.00% | 1,850.00 | 4,440.00 | -2,590.00 | 41.67% |
| Total Expenditures | \$ | 22,589.72 | \$ 37,155.00 | -\$ 14,565.28 | 60.80% | | \$ 103,575.00 | -\$ | 26,509.01 | 74.41% | \$ 77,065.99 | \$ 257,010.00 | -\$ 179,944.01 | 29.99% |
| Net Operating Revenue | -\$ | 5,910.89 | \$ 35,345.00 | -\$ 41,255.89 | -16.72% | \$ 88,367.16 | \$ 50,275.00 | \$ | 38,092.16 | 175.77% | \$ 88,367.16 | \$ 47,870.00 | \$ 40,497.16 | 184.60% |
| Other Expenditures | _ | 4.044=: | 670.5: | 244 | 450.55-1 | 5 070 | 2 277 2 : | | 4.505.5 | 450 0: | 5.070 | 0.04=== | 2.074 : - | 50.0451 |
| Interest Expense | | 1,014.71 | 672.81 | 341.90 | 150.82% | 5,073.55 | 3,377.64 | | 1,695.91 | 150.21% | 5,073.55 | 8,047.71 | -2,974.16 | 63.04% |
| Total Other Expenditures | \$ | 1,014.71 | \$ 672.81 | \$ 341.90 | 150.82% | , | \$ 3,377.64 | \$ | 1,695.91 | 150.21% | , | \$ 8,047.71 | -\$ 2,974.16 | 63.04% |
| Net Other Revenue | <u>-\$</u> | 1,014.71 | -\$ 672.81 | -\$ 341.90 | 150.82% | -\$ 5,073.55 | -\$ 3,377.64 | -\$ | 1,695.91 | 150.21% | -\$ 5,073.55 | -\$ 8,047.71 | \$ 2,974.16 | 63.04% |
| Net Revenue | -\$ | 6,925.60 | \$ 34,672.19 | -\$ 41,597.79 | -19.97% | \$ 83,293.61 | \$ 46,897.36 | \$ | 36,396.25 | 177.61% | \$ 83,293.61 | \$ 39,822.29 | \$ 43,471.32 | 209.16% |

COMMUNITY MAIN STREET Income Statement DECEMBER 2020

MONTHLY BUDGET - DECEMBER MONTHLY BUDGET - JULY TO NOVEMBER ANNUAL BUDGET YEAR TO ACTUAL TO % OF YEAR TO ACTUAL TO **ACTUAL TO** MONTH MONTH ANNUAL ANNUAL BUDGET DATE BUDGET ANNUAL DATE BUDGET ANNUAL ACTUAL BUDGET BUDGET BUDGET BUDGET VARIANCE ACTUAL VARIANCE BUDGET ACTUAL VARIANCE BUDGET Board Income City Funding 0.00 0.00% 0.00 0.00 0.00% 0.00 15,750.00 1,800.00 0.00 15,750.00 1,800.00 15,000.00 -1,800.00 750.00 210.009 7,500.00 8,250.00 0.00% 79.62% 1255.20% 300.00 24,125.93 15,690.00 Equipment Rental Income 300.00 24,125.93 ი იი 0.00 0.00 0.00% 0.00 300.00 0.00 300.00 0.00% 4,449.18 2,638.82 -6,174.07 14,440.00 57,580.00 9,500.00 41.90% 165.16% 30,300.00 2,638.82 0.00 15,690.00 1,250.00 6,190.00 0.00% 18.64 0.00 18.64 0.00 146.45 121,527.41 0.81% 121.53% Grant & other Income 0.00 0.00% 18.000.00 -17,853.55 146.45 21.000.00 -20,853.55 0.70% 100,000.00 21,527.41 121,527.41 200,000.00 Total Revenue 5,000.00 7,106.64 177,539.79 158,850.00 18,689.79 304,880.00 58.23% Gross Profit Board Lunch Expense 0.00 150.00 -150.00 0.009 0.00 750.00 -750.00 0.009 0.00 1.650.00 -1.650.00 0.009 -1,549.92 -1,435.00 7,352.31 0.00 26.26% 1,950.08 3,500.00 55.72% 10,500.00 -3,147.69 70.029 7,352.31 28,000.00 -20,647.69 Depreciation Expense 0.00 0.00% 0.009 0.00 17,220.00 -17,220.00 1,435.00 8,610.00 -8,610.00 4.275.43 4.275.43 Dues and Subscriptions 342.16 650.00 -307.84 52.64% 4.450.00 -174.57 96.089 8.350.00 -4.074.57 51.20% Event Expense Grant Expense 37,950.00 18,000.00 9,000.00 169.08 101.88% 26,685.99 28,950.00 -2,264.01 92.189 26,685.99 -11,264.01 70.32% -18,000.00 0.00% 0.00 0.00 0.00 0.00% 0.00 9,000.00 -9,000.00 0.009 0.00 Insurance 0.00 0.00 0.00 0.00% 0.00 0.00 0.00 0.009 0.00 5.500.00 -5.500.00 0.00% 0.00 279.88 200.00 625.00 0.00% 44.78% 21.20 1,453.03 -978.80 -2,296.97 2.129 38.759 21.20 1,453.03 2,000.00 7,500.00 -1,978.80 -6,046.97 -200.00 1,000.00 1.06% -345.12 3,750.00 19.37% 86.71% 16.50% 53.00% Payroll Expenses 7,795.70 9.000.00 -1,204.30 86.62% 43,355.71 50.000.00 -6,644.29 43,355.71 104.000.00 -60.644.29 41.69% Postage and Delive Professional Fees 0.00 100.00 -100.00 -1,000.00 0.00% 0.00% 2,200.00 7,000.00 7.50% 37.86% 1,000.00 -835.00 -2,035.00 2,650.00 -2,350.00 5,000.00 2,650.00 -4,350.00 0.00 0.00 0.00 0.00% 0.00 750.00 -750.00 0.009 0.00 1.500.00 -1.500.00 0.00% 200.00 369.45 13,516.86 Snow Removal & Lawn Care -200.00 0.00% 369.45 1,425.00 -1,055.55 25.939 3,000.00 -2,630.55 12.32% 2,500.00 5,581.85 5,581.85 0.00% 13,516.86 1,250.00 12,266.86 1081.359 11,016.86 540.67% Telephone 86.25 100.00 -13.75 86.25% 636.01 600.00 36.01 106.009 636.01 1.200.00 -563.99 53.00% Travel & Training 0.00 1,500.00 -1,500.00 0.00% 0.00 2,150.00 -2,150.00 0.009 0.00 5,000.00 -5,000.00 0.00% 2,220.00 4,440.00 370.00 370.00 0.00 100.009 2,220.00 2,220.00 0.00 100.009 -2,220.00 50.00% Total Expenditures 28.704.01 Net Operating Re 156.349 13,468.36 -\$ 22,830.00 9,361.64 58.999 74,838.80 \$ 27,445.00 47,393.80 272.699 74,838.80 47,870.00 26,968.80 Other Revenue Other Income Total Other Revenue 91.00 0.00 91.00 0.009 91.00 91.00 0.009 91.00 0.00 0.009 91.00 0.00 \$ 0.00% 91.00 0.00 91.00 91.00 \$ 91.00 0.00% 91.00 0.009 1,014.71 343.31 2,039.22 -1,959.45 8,047.71 1,014.71 671.40 343.31 151.13% 6,088.26 4,049.04 2,039.22 150.369 6,088.26 8,047.71 1,959.45 75.65% Net Other Revenue Net Revenue 14,392.07 \$ 23,501.40 9,109.33 61.24% 68,841.54 23,395.96 45,445.58 294.25% 68,841.54 29,019.25 172.87%

JANUARY 2021

| | | M | ONTHI | I V BIID | GE: | Γ - JANUAF | ov | | MON | TLI V | PUDGET | | JLY TO JAN | IIADV | | | | ANNUA | ı Dı | IDGET | |
|--------------------------|-----|-----------|---------|----------|-----|------------|------|--------|---------------|-------|-----------|-----|------------|-------|---------|---------------|-----|------------|------|------------|---------|
| | | IVI | ONTH | LT BUD | | | | ı | | INLT | BUDGE | | | | OF | YEAR TO | | ANNUA | | | % OF |
| | | MONTH | MC | ONTH | | CTUAL TO | % C | F | YEAR TO | Α | NNUAL | | CTUAL TO | | - | | | ANNUAL | | CTUAL TO | |
| | | ACTUAL | BU | DGET | | BUDGET | BUDO | GET | DATE | В | UDGET | | BUDGET | | IUAL | DATE | | BUDGET | | BUDGET | ANNUAL |
| | | | | | | ARIANCE | | | ACTUAL | | | \ | /ARIANCE | BUL | OGET | ACTUAL | | | | ARIANCE | BUDGET |
| Revenue | | | | | | | | | | | | | | | | | | | | | |
| Board Income | | 0.00 | | 0.00 | | 0.00 | | 0.00% | 0.00 | | 1,800.00 | | -1,800.00 | | 0.00% | 0.00 | | 1,800.00 | | -1,800.00 | 0.00% |
| City Funding | | 0.00 | | 0.00 | | 0.00 | | 0.00% | 15,750.00 | | 7,500.00 | | 8,250.00 | 2 | 10.00% | 15,750.00 | | 15,000.00 | | 750.00 | 105.00% |
| Equipment Rental Income | | 0.00 | | 0.00 | | 0.00 | | 0.00% | 300.00 | | 0.00 | | 300.00 | _ | 0.00% | 300.00 | | 0.00 | | 300.00 | 0.00% |
| Event Income | | 6,000.00 | 3. | ,000.00 | | 3,000.00 | | 0.00% | 30,125.93 | | 33,300.00 | | -3,174.07 | | 90.47% | 30,125.93 | | 57,580.00 | | -27,454.07 | 52.32% |
| Friends/Streetscape | | 10,944.64 | -, | 0.00 | | 10,944.64 | | 0.00% | 26,634.64 | | 1,250.00 | | 25,384.64 | | 30.77% | 26,634.64 | | 9,500.00 | | 17,134.64 | 280.36% |
| Grant & other Income | | 64.64 | 3. | ,000.00 | | -2,935.36 | | 2.15% | 211.09 | | 21,000.00 | | -20,788.91 | | 1.01% | 211.09 | | 21,000.00 | | -20,788.91 | 1.01% |
| SSMID | | 0.00 | -, | 0.00 | | 0.00 | | 0.00% | 121,527.41 | | 00,000.00 | | 21,527.41 | 1 | 21.53% | 121,527.41 | | 200,000.00 | | -78,472.59 | 60.76% |
| Total Revenue | \$ | 17,009.28 | \$ 6, | ,000.00 | \$ | 11,009.28 | 28 | 3.49% | \$ 194,549.07 | | 64,850.00 | \$ | 29,699.07 | 1 | 18.02% | \$ 194,549.07 | \$ | 304,880.00 | -\$ | 110,330.93 | 63.81% |
| Gross Profit | \$ | 17,009.28 | \$ 6, | ,000.00 | \$ | 11,009.28 | 28 | 3.49% | \$ 194,549.07 | \$ 10 | 64,850.00 | \$ | 29,699.07 | 1 | 18.02% | \$ 194,549.07 | \$ | 304,880.00 | -\$ | 110,330.93 | 63.81% |
| Expenditures | | | | | | | | | | | | | | | | | | | | | |
| Board Lunch Expense | | 0.00 | | 150.00 | | -150.00 | | 0.00% | 0.00 | | 900.00 | | -900.00 | | 0.00% | 0.00 | | 1,650.00 | | -1,650.00 | 0.00% |
| Committee Expense | | 597.90 | 2, | ,500.00 | | -1,902.10 | 2 | 3.92% | 7,950.21 | : | 13,000.00 | | -5,049.79 | | 61.16% | 7,950.21 | | 28,000.00 | | -20,049.79 | 28.39% |
| Depreciation Expense | | 0.00 | 1, | ,435.00 | | -1,435.00 | | 0.00% | 0.00 | : | 10,045.00 | | -10,045.00 | | 0.00% | 0.00 | | 17,220.00 | | -17,220.00 | 0.00% |
| Dues and Subscriptions | | 747.64 | | 650.00 | | 97.64 | 11 | 5.02% | 5,023.07 | | 5,100.00 | | -76.93 | | 98.49% | 5,023.07 | | 8,350.00 | | -3,326.93 | 60.16% |
| Event Expense | | 2,077.70 | 4, | ,000.00 | | -1,922.30 | 5 | 1.94% | 28,763.69 | : | 32,950.00 | | -4,186.31 | | 87.29% | 28,763.69 | | 37,950.00 | | -9,186.31 | 75.79% |
| Grant Expense | | 0.00 | | 0.00 | | 0.00 | | 0.00% | 0.00 | | 9,000.00 | | -9,000.00 | | 0.00% | 0.00 | | 18,000.00 | | -18,000.00 | 0.00% |
| Insurance | | 0.00 | | 0.00 | | 0.00 | | 0.00% | 0.00 | | 0.00 | | 0.00 | | 0.00% | 0.00 | | 5,500.00 | | -5,500.00 | 0.00% |
| Miscellaneous | | 307.58 | | 150.00 | | 157.58 | 20 | 5.05% | 328.78 | | 1,150.00 | | -821.22 | | 28.59% | 328.78 | | 2,000.00 | | -1,671.22 | 16.44% |
| Office Supplies | | 147.69 | | 625.00 | | -477.31 | 2 | 3.63% | 1,540.72 | | 4,375.00 | | -2,834.28 | | 35.22% | 1,540.72 | | 7,500.00 | | -5,959.28 | 20.54% |
| Payroll Expenses | | 6,675.07 | 9, | ,000.00 | | -2,324.93 | 7 | 4.17% | 50,030.78 | | 59,000.00 | | -8,969.22 | | 84.80% | 50,030.78 | | 104,000.00 | | -53,969.22 | 48.11% |
| Postage and Delivery | | 110.00 | | 300.00 | | -190.00 | 3 | 6.67% | 275.00 | | 1,300.00 | | -1,025.00 | | 21.15% | 275.00 | | 2,200.00 | | -1,925.00 | 12.50% |
| Professional Fees | | 0.00 | | 0.00 | | 0.00 | | | 2,650.00 | | 5,000.00 | | -2,350.00 | | 53.00% | 2,650.00 | | 7,000.00 | | -4,350.00 | 37.86% |
| Repairs | | 0.00 | | 375.00 | | -375.00 | | 0.00% | 0.00 | | 1,125.00 | | -1,125.00 | | 0.00% | 0.00 | | 1,500.00 | | -1,500.00 | 0.00% |
| Snow Removal & Lawn Care | | 40.00 | | 200.00 | | -160.00 | 2 | 0.00% | 409.45 | | 1,625.00 | | -1,215.55 | | 25.20% | 409.45 | | 3,000.00 | | -2,590.55 | 13.65% |
| Streetscape Expense | | 0.00 | | 0.00 | | 0.00 | | | 13,516.86 | | 1,250.00 | | 12,266.86 | 10 | 81.35% | 13,516.86 | | 2,500.00 | | 11,016.86 | 540.67% |
| Telephone | | 206.38 | | 100.00 | | 106.38 | 20 | 6.38% | 842.39 | | 700.00 | | 142.39 | 1 | .20.34% | 842.39 | | 1,200.00 | | -357.61 | 70.20% |
| Travel & Training | | 0.00 | | 100.00 | | -100.00 | | 0.00% | 0.00 | | 2,250.00 | | -2,250.00 | | 0.00% | 0.00 | | 5,000.00 | | -5,000.00 | 0.00% |
| Utilities | | 370.00 | | 370.00 | | 0.00 | 10 | 0.00% | 2,590.00 | | 2,590.00 | | 0.00 | 1 | .00.00% | 2,590.00 | | 4,440.00 | | -1,850.00 | 58.33% |
| Total Expenditures | \$ | 11,279.96 | \$ 19, | ,955.00 | -\$ | 8,675.04 | 5 | 6.53% | \$ 113,920.95 | \$ 1 | 51,360.00 | -\$ | 37,439.05 | | 75.26% | \$ 113,920.95 | \$ | 257,010.00 | -\$ | 143,089.05 | 44.33% |
| Net Operating Revenue | \$ | 5,729.32 | -\$ 13, | ,955.00 | \$ | 19,684.32 | -4 | 1.06% | \$ 80,628.12 | \$: | 13,490.00 | \$ | 67,138.12 | 5 | 97.69% | \$ 80,628.12 | \$ | 47,870.00 | \$ | 32,758.12 | 168.43% |
| Other Revenue | | | | | | | | | | | | | | | | | | | | | |
| Other Income | | 0.00 | | 0.00 | | 0.00 | | 0.00% | 91.00 | | 0.00 | | 91.00 | | 0.00% | 91.00 | | 0.00 | | 91.00 | 0.00% |
| Total Other Revenue | \$ | 0.00 | \$ | 0.00 | \$ | 0.00 | | 0.00% | \$ 91.00 | \$ | 0.00 | \$ | 91.00 | | 0.00% | \$ 91.00 | \$ | 0.00 | \$ | 91.00 | 0.00% |
| Other Expenditures | | | | | | | | | | | | | | | | | | | | | |
| Interest Expense | | 1,014.71 | | 669.99 | | 344.72 | | 1.45% | 7,102.97 | | 4,719.03 | | 2,383.94 | | .50.52% | 7,102.97 | | 8,047.71 | | -944.74 | 88.26% |
| Total Other Expenditures | \$ | 1,014.71 | | 669.99 | \$ | 344.72 | | 1.45% | \$ 7,102.97 | \$ | 4,719.03 | \$ | 2,383.94 | | .50.52% | \$ 7,102.97 | \$ | 8,047.71 | -\$ | 944.74 | 88.26% |
| Net Other Revenue | -\$ | 1,014.71 | | 669.99 | -\$ | 344.72 | | 1.45% | -\$ 7,011.97 | -\$ | 4,719.03 | -\$ | 2,292.94 | | 48.59% | -\$ 7,011.97 | -\$ | 8,047.71 | \$ | 1,035.74 | 87.13% |
| Net Revenue | \$ | 4,714.61 | -\$ 14, | ,624.99 | \$ | 19,339.60 | -3 | 32.24% | \$ 73,616.15 | \$ | 8,770.97 | \$ | 64,845.18 | 8 | 39.32% | \$ 73,616.15 | \$ | 39,822.29 | \$ | 33,793.86 | 184.86% |

FEBRUARY 2021

| | | мс | NTHI V BII | nce | T - FEBRUA | ΒV | MON | | | · . II | ULY TO FEBR | HARV | | | ANNUA | ΙR | UDGET | |
|--------------------------|-----|-----------|---------------|------|------------|----------|---------------|------|------------|--------|-------------|------------|---------------------------------------|-----|------------|-----|------------|---------|
| | | | | | ACTUAL TO | | YEAR TO | | | | ACTUAL TO | % OF | YEAR TO | | | | CTUAL TO | % OF |
| | | MONTH | MONTH | | BUDGET | % OF | DATE | - | ANNUAL | • | BUDGET | ANNUAL | DATE | | ANNUAL | - | BUDGET | ANNUAL |
| | | ACTUAL | BUDGET | | VARIANCE | BUDGET | ACTUAL | ı | BUDGET | , | VARIANCE | BUDGET | ACTUAL | | BUDGET | , | VARIANCE | BUDGET |
| | | | | | VAINANOL | | AUTUAL | | | | VAINANGE | DODGET | AOTOAL | | | | VAINANOL | DODGET |
| Revenue | | | | | | | | | | | | | | | | | | |
| Board Income | | 0.00 | 0.00 |) | 0.00 | 0.00% | 0.00 | | 1,800.00 | | -1,800.00 | 0.00% | 0.00 | | 1,800.00 | | -1,800.00 | 0.00% |
| City Funding | | 0.00 | 0.00 |) | 0.00 | 0.00% | 15,750.00 | | 7,500.00 | | 8,250.00 | 210.00% | 15,750.00 | | 15,000.00 | | 750.00 | 105.00% |
| Equipment Rental Income | | 0.00 | 0.00 |) | 0.00 | 0.00% | 300.00 | | 0.00 | | 300.00 | | 300.00 | | 0.00 | | 300.00 | 0.00% |
| Event Income | | 0.00 | 0.00 |) | 0.00 | 0.00% | 30,125.93 | | 33,300.00 | | -3,174.07 | 90.47% | 30,125.93 | | 57,580.00 | | -27,454.07 | 52.32% |
| Friends/Streetscape | | 2,842.76 | 3,500.00 |) | -657.24 | 81.22% | 29,477.40 | | 4,750.00 | | 24,727.40 | 620.58% | 29,477.40 | | 9,500.00 | | 19,977.40 | 310.29% |
| Grant & other Income | | 19,407.85 | 0.00 |) | 19,407.85 | 0.00% | 19,618.94 | | 21,000.00 | | -1,381.06 | 93.42% | 19,618.94 | | 21,000.00 | | -1,381.06 | 93.42% |
| SSMID | | 22,419.25 | 0.00 |) | 22,419.25 | 0.00% | 143,946.66 | : | 100,000.00 | | 43,946.66 | 143.95% | 143,946.66 | | 200,000.00 | | -56,053.34 | 71.97% |
| Total Revenue | \$ | 44,669.86 | \$ 3,500.00 |) \$ | 41,169.86 | 1276.28% | \$ 239,218.93 | \$: | 168,350.00 | \$ | 70,868.93 | 142.10% | \$ 239,218.93 | \$ | 304,880.00 | -\$ | 65,661.07 | 78.46% |
| Gross Profit | \$ | 44,669.86 | \$ 3,500.00 |) \$ | 41,169.86 | 1276.28% | \$ 239,218.93 | \$: | 168,350.00 | \$ | 70,868.93 | 142.10% | \$ 239,218.93 | \$ | 304,880.00 | -\$ | 65,661.07 | 78.46% |
| Expenditures | | | | | | | | | | | | | | | | | | |
| Board Lunch Expense | | 0.00 | 150.00 |) | -150.00 | 0.00% | 0.00 | | 1,050.00 | | -1,050.00 | 0.00% | 0.00 | | 1,650.00 | | -1,650.00 | 0.00% |
| Committee Expense | | 977.69 | 4,000.00 |) | -3,022.31 | 24.44% | 8,927.90 | | 17,000.00 | | -8,072.10 | 52.52% | 8,927.90 | | 28,000.00 | | -19,072.10 | 31.89% |
| Depreciation Expense | | 0.00 | 1,435.00 |) | -1,435.00 | 0.00% | 0.00 | | 11,480.00 | | -11,480.00 | 0.00% | 0.00 | | 17,220.00 | | -17,220.00 | 0.00% |
| Dues and Subscriptions | | 1,042.54 | 650.00 |) | 392.54 | 160.39% | 6,065.61 | | 5,750.00 | | 315.61 | 105.49% | 6,065.61 | | 8,350.00 | | -2,284.39 | 72.64% |
| Event Expense | | 116.05 | 500.00 |) | -383.95 | 23.21% | 28,879.74 | | 33,450.00 | | -4,570.26 | 86.34% | 28,879.74 | | 37,950.00 | | -9,070.26 | 76.10% |
| Grant Expense | | 0.00 | 0.00 |) | 0.00 | 0.00% | 0.00 | | 9,000.00 | | -9,000.00 | 0.00% | 0.00 | | 18,000.00 | | -18,000.00 | 0.00% |
| Insurance | | 0.00 | 0.00 |) | 0.00 | 0.00% | 0.00 | | 0.00 | | 0.00 | 0.00% | 0.00 | | 5,500.00 | | -5,500.00 | 0.00% |
| Miscellaneous | | 0.00 | 150.00 |) | -150.00 | 0.00% | 328.78 | | 1,300.00 | | -971.22 | 25.29% | 328.78 | | 2,000.00 | | -1,671.22 | 16.44% |
| Office Supplies | | 317.11 | 625.00 |) | -307.89 | 50.74% | 1,857.83 | | 5,000.00 | | -3,142.17 | 37.16% | 1,857.83 | | 7,500.00 | | -5,642.17 | 24.77% |
| Payroll Expenses | | 6,908.63 | 9,000.00 |) | -2,091.37 | 76.76% | 56,939.41 | | 68,000.00 | | -11,060.59 | 83.73% | 56,939.41 | | 104,000.00 | | -47,060.59 | 54.75% |
| Postage and Delivery | | 67.28 | 100.00 |) | -32.72 | 67.28% | 342.28 | | 1,400.00 | | -1,057.72 | 24.45% | 342.28 | | 2,200.00 | | -1,857.72 | 15.56% |
| Professional Fees | | 150.00 | 0.00 | | 150.00 | 0.00% | 2,800.00 | | 5,000.00 | | -2,200.00 | 56.00% | 2,800.00 | | 7,000.00 | | -4,200.00 | 40.00% |
| Repairs | | 0.00 | 0.00 | | 0.00 | 0.00% | 0.00 | | 1,125.00 | | -1,125.00 | 0.00% | 0.00 | | 1,500.00 | | -1,500.00 | 0.00% |
| Snow Removal & Lawn Care | | 60.00 | 200.00 | | -140.00 | 30.00% | 469.45 | | 1,825.00 | | -1,355.55 | 25.72% | 469.45 | | 3,000.00 | | -2,530.55 | 15.65% |
| Streetscape Expense | | 0.00 | 0.00 | | 0.00 | 0.00% | 23,616.86 | | 1,250.00 | | 22,366.86 | 1889.35% | 23,616.86 | | 2,500.00 | | 21,116.86 | 944.67% |
| Telephone | | 86.38 | 100.00 | | -13.62 | 86.38% | 928.77 | | 800.00 | | 128.77 | 116.10% | 928.77 | | 1,200.00 | | -271.23 | 77.40% |
| Travel & Training | | 75.00 | 100.00 | | -25.00 | 75.00% | 75.00 | | 2,350.00 | | -2,275.00 | 3.19% | 75.00 | | 5,000.00 | | -4,925.00 | 1.50% |
| Utilities | | 370.00 | 370.00 | | 0.00 | 100.00% | 2,960.00 | | 2,960.00 | | 0.00 | 100.00% | 2,960.00 | | 4,440.00 | | -1,480.00 | 66.67% |
| Total Expenditures | \$ | 10,170.68 | \$ 17,380.00 | _ | , | 58.52% | \$ 134,191.63 | | 168,740.00 | -\$ | , | 79.53% | \$ 134,191.63 | \$ | 257,010.00 | -\$ | 122,818.37 | 52.21% |
| Net Operating Revenue | \$ | 34,499.18 | -\$ 13,880.00 |) \$ | 48,379.18 | -248.55% | \$ 105,027.30 | -\$ | 390.00 | \$ | 105,417.30 | -26930.08% | \$ 105,027.30 | \$ | 47,870.00 | \$ | 57,157.30 | 219.40% |
| Other Revenue | | | | | | | | | | | | | | | | | | |
| Other Income | | 0.00 | 0.00 | | 0.00 | 0.00% | 91.00 | | 0.00 | | 91.00 | 0.00% | 91.00 | | 0.00 | | 91.00 | 0.00% |
| Total Other Revenue | \$ | 0.00 | \$ 0.00 |) \$ | 0.00 | 0.00% | \$ 91.00 | \$ | 0.00 | \$ | 91.00 | 0.00% | \$ 91.00 | \$ | 0.00 | Ş | 91.00 | 0.00% |
| Other Expenditures | _ | | | | | | | | | | | | | | | | | |
| Interest Expense | | 1,014.71 | 668.7 | | 346.00 | 151.74% | 8,117.68 | | 5,387.74 | | 2,729.94 | 150.67% | 8,117.68 | | 8,047.71 | | 69.97 | 100.87% |
| Total Other Expenditures | \$ | 1,014.71 | \$ 668.7 | | 346.00 | 151.74% | \$ 8,117.68 | | 5,387.74 | | 2,729.94 | 150.67% | · · · · · · · · · · · · · · · · · · · | \$ | 8,047.71 | _ | 69.97 | 100.87% |
| Net Other Revenue | -\$ | 1,014.71 | -\$ 668.7 | \$ | | 151.74% | -\$ 8,026.68 | | 5,387.74 | -\$ | | 148.98% | , | -\$ | 8,047.71 | \$ | 21.03 | 99.74% |
| Net Revenue | \$ | 33,484.47 | -\$ 14,548.7 | . \$ | 48,033.18 | -230.15% | \$ 97,000.62 | -\$ | 5,777.74 | \$ | 102,778.36 | -1678.87% | \$ 97,000.62 | \$ | 39,822.29 | \$ | 57,178.33 | 243.58% |

MARCH 2021 MONTHLY BUDGET - MARCH MONTHLY BUDGET - JULY TO MARCH ANNUAL BUDGET ACTUAL TO YEAR TO ACTUAL TO YEAR TO ACTUAL TO ANNUAL MONTH MONTH ANNUAL BUDGET DATE BUDGET ANNUAL DATE BUDGET ANNUAL ACTUAL BUDGET BUDGET BUDGET BUDGET VARIANCE ACTUAL VARIANCE BUDGET ACTUAL VARIANCE BUDGET Board Income City Funding 0.00 0.00% 0.00 0.00 0.00% 0.00 15,750.00 1,800.00 0.00 15,750.00 1,800.00 15,000.00 -1,800.00 750.00 210.009 7,500.00 8,250.00 0.00% 90.47% 388.97% 300.00 30,125.93 32,090.42 Equipment Rental Income 300.00 30,125.93 0.00 0.00 0.00 0.00% 0.00 300.00 0.00 300.00 0.00% 57,580.00 9,500.00 -27,454.07 22,590.42 0.009 33,300.00 -3,174.07 52.32% 2,613.02 3,500.00 -886.98 32,090.42 8,250.00 23,840.42 337.799 74.66% 2,798.75 0.00 0.00 2,798.75 0.00 Grant & other Income 0.00% 22.417.69 21,000.00 1,417.69 106.75% 22,417.69 21.000.00 1.417.69 106.75% 100,000.00 56,053.34 200,000.00 Total Revenue 5,411.77 3,500.00 1,911.77 244,630.70 72,780.70 244,630.70 304,880.00 60,249.30 80.24% Gross Profit Board Lunch Expense 0.00 150.00 -150.00 0.009 0.00 1.200.00 -1.200.00 0.009 0.00 1.650.00 -1.650.00 0.009 33.48% 445.34 1,000.00 44.53% 9,373.24 18,000.00 9,373.24 28,000.00 -18,626.76 Depreciation Expense -1,435.00 0.00 -12,915.00 0.009 0.00 17,220.00 0.00 1,435.00 0.00% 12,915.00 -17,220.00 6.651.84 6.651.84 Dues and Subscriptions 586.23 650.00 -63.77 90.19% 6.400.00 251.84 103.949 8.350.00 -1.698.16 79.66% Event Expense Grant Expense 37,950.00 18,000.00 76.76% 0.00% 49.81% 29,128.81 33,950.00 85.809 29,128.81 0.00 0.009 0.00 0.00 0.00% 0.00 9,000.00 -9,000.00 0.00 -18,000.00 Insurance 0.00 0.00 0.00 0.00% 0.00 0.00 0.00 0.009 0.00 5.500.00 -5.500.00 0.00% 0.00 577.13 200.00 625.00 -200.00 -47.87 0.00% 92.34% 328.78 2,434.96 -1,171.22 -3,190.04 21.929 43.299 328.78 2,434.96 2,000.00 7,500.00 -1,671.22 -5,065.04 16.44% 32.47% 1,500.00 5,625.00 Payroll Expenses 6,717.04 9.000.00 -2.282.96 74.63% 63,656.45 77.000.00 -13.343.55 82.679 64,900.62 104.000.00 -39.099.38 62.40% Postage and Delive Professional Fees 0.00 100.00 0.00% 22.829 46.679 2,200.00 7,000.00 15.56% 40.00% -100.00 342.28 1,500.00 -1,157.72 2,800.00 -1,000.00 6,000.00 -3,200.00 2,800.00 -4,200.00 0.00 0.00 0.00 0.00 1.125.00 -1.125.00 0.009 0.00 1.500.00 -1.500.00 0.00% 200.00 -1,475.55 22,366.86 549.45 23,616.86 Snow Removal & Lawn Care -120.00 40.009 549.45 2,025.00 27.139 3,000.00 -2,450.55 18.32% 0.00 23,616.86 1,250.00 2,500.00 0.00 1889.35% 21,116.86 944.67% Telephone 86.38% 86.38 100.00 -13.62 1,015.15 900.00 115.15 112.799 1,015.15 1.200.00 -184.85 84.60% Travel & Training 0.00 0.00 0.00 75.00 2,350.00 -2,275.00 3.199 75.00 5,000.00 -4,925.00 1.50% 370.00 100.009 3,330.00 4,440.00 370.00 0.00 3,330.00 3,330.00 0.00 100.009 -1,110.00 75.00% Total Expenditures Net Operating Re 3,699.42 -\$ 11,830.00 8,130.58 31.27% 101,327.88 -\$ 12,220.00 113,547.88 -829.209 100,083.71 47,870.00 52,213.71 209.079 Other Revenue Other Income Total Other Revenue 0.00 0.009 91.00 0.009 91.00 0.00 0.009 0.00 0.00 \$ 0.00 0.00% 91.00 0.00 91.00 91.00 \$ 91.00 0.00% 0.009 1,014.71 347.57 3,077.51 1,084.68 1,014.71 667.14 347.57 152.10% 9,132.39 6,054.88 3,077.51 150.839 9,132.39 8,047.71 1,084.68 113.48% Net Other Revenue Net Revenue 4,714.13 \$ 12,497.14 7,783.01 37.72% 92,286.49 \$ 18,274.88 110,561.37 -504.99% 91,042.32 51,220.03

• Fill in the permit number issued by

• Fill in the name of the city or county

the city/county:

New

Iowa Retail Permit Appli Item 14. for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

| Instructions on the | e reverse side | | | | |
|---|---|--|--|--|--|
| For period (MM/DD/YYYY) | | | | | |
| I/we apply for a retail permit to sell cigarettes, tobacco, | alternative nicotine, or vapor products: | | | | |
| Business Information: | 11. 8.12.12.cd | | | | |
| Trade Name/DBA SARWAR CORPORATION Physical Location Address 3/05 Hudson Re | DPA DERMOST | | | | |
| | | | | | |
| Mailing Address 3105 Hudson Road City | Codor Falls State 14 ZIP SOG13 | | | | |
| Business Phone Number 319. 266-7344 | | | | | |
| Legal Ownership Information: | | | | | |
| Type of Ownership: Sole Proprietor □ Partnersh | ip □ Corporation 🗖 LLC □ LLP □ | | | | |
| Name of sole proprietor, partnership, corporation, LLC | | | | | |
| Mailing Address 3105 Lludson Rd. City Phone Number 319-266-7344 Fax Number | Codar Fully State 12 ZIP 506/3 | | | | |
| Phone Number 319-2667344 Fax Number | Email 6 b west cf e AOL COM | | | | |
| Retail Information: | | | | | |
| Types of Sales: Over-the-counter 🖒 Vending m | achine □ | | | | |
| Do you make delivery sales of alternative nicotine or | vapor products? (See Instructions) Yes □ No 🔀 | | | | |
| Types of Products Sold: (Check all that apply) Cigarettes ☐ Tobacco ☐ Alternative Nico | tine Products 🗘 Vapor Products 💆 | | | | |
| Type of Establishment: (Select the option that best Alternative nicotine/vapor store ☐ Bar ☐ Con Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Has vending machine that assembles cigarettes ☐ | venience store/gas station ☐ Drug store ☐ Tobacco store ☐ | | | | |
| If application is approved and permit granted, I/we do he the laws governing the sale of cigarettes, tobacco, alter | • | | | | |
| Signature of Owner(s), Partner(s), or Corporate Offi | cial(s) | | | | |
| Name (please print) Muhammad Sarwar. | Name (please print) | | | | |
| Signature | Signature | | | | |
| Date 4 11 /2021 | Date | | | | |
| Send this completed application and the applicable questions contact your city clerk (within city limits) or you | | | | | |
| FOR CITY CLERK/COUNTY AUDITOR | | | | | |
| Fill in the amount paid for the permit: \$\sum_{00}^{00}\$ Fill in the date the permit was approved by the council or board: | Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and | | | | |
| Fill in the permit number issued by accurate. A copy of the permit does not need to be sent | | | | | |

Email: iapledge@iowaabd.com

confirmation to be sent to the local authority.

only the application is required. It is preferred that

applications are sent via email, as this allows for a receipt

Fax: 515-281-7375

100



Renewal 📮

the city/county:

New □

Iowa Retail Permit Applid Item 14.

| for Cigarette/Tobacco/Nicotine/Vapor |
|---|
| https://tax.iowa.gov |
| Instructions on the reverse side |
| For period (MM/DD/YYYY) $\frac{7}{1}$ / $\frac{1}{2021}$ through June 30, $\frac{2022}{1}$ I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products: |
| |
| Business Information: Trade Name/DBA_CASEY'S MARKETING COMPANY/DBA-CASEY'S #1887 |
| |
| Physical Location Address 2425 CENTER ST City CEDAR FALLS ZIP 50613 |
| Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021 |
| Business Phone Number 3192772036 |
| Legal Ownership Information: |
| Type of Ownership: Sole Proprietor □ Partnership □ Corporation ■ LLC □ LLP □ |
| Name of sole proprietor, partnership, corporation, LLC, or LLP_CASEY'S GENERAL STORES, INC. |
| Mailing Address PO BOX 3001City ANKENYState IA ZIP 50021 |
| Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA FISHER@CASEYS.COM |
| Retail Information: |
| Types of Sales: Over-the-counter ■ Vending machine □ |
| Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes □ No ■ |
| Types of Products Sold: (Check all that apply) |
| Cigarettes ■ Tobacco ■ Alternative Nicotine Products ■ Vapor Products ■ |
| Type of Establishment: (Select the option that best describes the establishment) |
| Alternative nicotine/vapor store □ Bar □ Convenience store/gas station ■ Drug store □ |
| Grocery store □ Hotel/motel □ Liquor store □ Restaurant □ Tobacco store □ |
| Has vending machine that assembles cigarettes □ Other □ |
| If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. |
| Signature of Owner(s), Partner(s), or Corporate Official(s) |
| Name (please print) JULIAL JACKOWSKI, CASEY'S MARKETING SECRETARY Name (please print) |
| Signature Julia Signature Signature Signature |
| 410010004 |
| |
| Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits). |
| FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE |
| □ Fill in the amount paid for the permit: Send_completed/approved_application_to_lowa_Alcoholic |
| □ Fill in the date the permit was approved Beverages Division within 30 days of issuance. Make sure the information on the application is complete and |
| □ Fill in the permit number issued by the city/county: accurate. A copy of the permit does not need to be sent only the application is required. It is preferred that |

101

applications are sent via email, as this allows for a receipt

confirmation to be sent to the local authority.

☐ Email: iapledge@iowaabd.com

☐ Fax: 515-281-7375



issuing the permit:

Renewal 💢

New □

Iowa Retail Permit Applic Item 14. for Cigarette/Tobacco/Nicotine/Vapor

| | https://tax.iowa.gov |
|---|---|
| Instructions on t | · |
| For period (MM/DD/YYYY) 7 /1 | / <u>2021</u> _ through June 30, <u>2022</u> _ |
| I/we apply for a retail permit to sell cigarettes, tobacco | o, alternative nicotine, or vapor products: |
| Business Information: | |
| Trade Name/DBA CASEY'S MARKETING COMPA | NY/DBA-CASEY'S #2630 |
| Physical Location Address 5226 UNIVERSITY AVE | |
| Mailing Address PO BOX 3001 City | ANKENY State IA ZIP 50021 |
| Business Phone Number 3192666945 | |
| Legal Ownership Information: | |
| Type of Ownership: Sole Proprietor ☐ Partners | |
| Name of sole proprietor, partnership, corporation, L | LC, or LLP CASEY'S GENERAL STORES, INC. |
| Mailing Address PO BOX 3001 City | ANKENY State IA ZIP 50021 |
| Phone Number <u>515-446-6404</u> Fax Number <u>5</u> | 15-965-6205 Email JESSICA.FISHER@CASEYS.COM |
| Retail Information: | |
| Types of Sales: Over-the-counter ■ Vending | machine □ |
| Do you make delivery sales of alternative nicotine of | r vapor products? (See Instructions) Yes □ No ■ |
| Types of Products Sold: (Check all that apply) Cigarettes ■ Tobacco ■ Alternative Nice | cotine Products ■ Vapor Products ■ |
| Type of Establishment: (Select the option that bes | st describes the establishment) |
| Alternative nicotine/vapor store □ Bar □ Co Grocery store □ Hotel/motel □ Liquor store | |
| Has vending machine that assembles cigarettes □ | |
| If application is approved and permit granted, I/we do the laws governing the sale of cigarettes, tobacco, alt | hereby bind ourselves to a faithful observance of |
| Signature of Owner(s), Partner(s), or Corporate O | |
| Name (please print) Julia L Jackowski, casey's MARKETING SECRETARY | Name (please print) |
| Signature Julia Dackoutku | Signature |
| Date 4/20/2021 | Date |
| Send this completed application and the applicable fe questions contact your city clerk (within city limits) or | ee to your local jurisdiction. If you have any |
| FOR CITY CLERK/COUNTY AUDIT | |
| ☐ Fill in the amount paid for the permit: | Send completed/approved application to Iowa Alcoholic |
| □ Fill in the date the permit was approved by the council or board: | Beverages Division within 30 days of issuance. Make sure the information on the application is complete and |
| ☐ Fill in the permit number issued by | accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that |
| the city/county: ☐ Fill in the name of the city or county | applications are sent via email, as this allows for a receipt |
| issuing the permit: | confirmation to be sent to the local authority. |

102

☐ Email: iapledge@iowaabd.com

☐ Fax: 515-281-7375

Renewal 🎾

New □

Iowa Retail Permit Applic Item 14. for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

| Instructions | on the | roverse | eide |
|--------------|--------|---------|------|
| Instructions | on me | reverse | Side |

| Instructions on t | | 2022 | | |
|---|---|---|-----------------------------|-----------------|
| For period (MM/DD/YYYY) 7/1/we apply for a retail permit to sell cigarettes, tobacco | | | | |
| Business Information: | o, alternative filodine, | , or vapor produ | 1015. | |
| Trade Name/DBA_CASEY'S MARKETING COMPA | NY/DBA-CASEY'S # | [‡] 2865 | | |
| | | | 50612 | |
| Physical Location Address 5908 NORDIC DR | | REFALLS ZIP 5 | | |
| Mailing Address PO BOX 3001City | ANNENT | —State <u>IA</u> | _ ZIb 2005 | . 1 |
| Business Phone Number 3192771170 | | | | |
| egal Ownership Information: | | | | |
| Type of Ownership: Sole Proprietor □ Partners | | | LLP 🗆 | |
| Name of sole proprietor, partnership, corporation, L | | | |) |
| Mailing Address PO BOX 3001 City | | | | |
| Phone Number <u>515-446-6404</u> Fax Number <u>5</u> | 15-965-6205 E | mail | HER@CASEYS | .COM |
| Retail Information: | | | | |
| Types of Sales: Over-the-counter ■ Vending | machine □ | | | |
| Do you make delivery sales of alternative nicotine of | r vapor products? (Se | e Instructions) | Yes □ N | 10 🗏 |
| Types of Products Sold: (Check all that apply) Cigarettes ■ Tobacco ■ Alternative Nice | cotine Products | Vapor Produc | cts 🗏 | |
| Type of Establishment: (Select the option that best Alternative nicotine/vapor store ☐ Bar ☐ Concerv store ☐ Hotel/motel ☐ Liquor store ☐ Has vending machine that assembles cigarettes ☐ | onvenience store/gas □ Restaurant | station 🗏 Dr | rug store □ obacco stor | |
| f application is approved and permit granted, I/we do he laws governing the sale of cigarettes, tobacco, alt | | | | of |
| Signature of Owner(s), Partner(s), or Corporate O | fficial(s) | | | |
| Name (please print) JULIAL JACKOWSKI, CASEY'S MARKETING SECRETARY | Name (please print) | · | | |
| Signature Julia D. Jackousku | Signature | | | |
| Date_4/20/2021 | Date | | | |
| Send this completed application and the applicable fequestions contact your city clerk (within city limits) or | | • | • | |
| FOR CITY CLERK/COUNTY AUDIT | OR ONLY - MUST BE CO | OMPLETE | | |
| ☐ Fill in the amount paid for the permit: | Send completed/appr Beverages Division w the information on accurate. A copy of tl | ithin 30 days of iss the application | suance. Make is complete | e sure e and |
| the city/county: | only the application applications are sent | is required. It | is preferred | that |
| Fill in the name of the city or county issuing the permit: | confirmation to be sen | nt to the local author | | 103 |

□ Fax: 515-281-7375

103



• New □

Renewal 💯

Iowa Retail Permit Applic Item 14.

| REVENUE | for Cigarette/Tobacco/Nicotine/Vapor |
|--|--|
| I modern codi o mo | https://tax.iowa.gov |
| | on the reverse side /1/2021 through June 30, 2022 |
| I/we apply for a retail permit to sell cigarettes, tob | |
| Business Information: | |
| Trade Name/DBA CASEY'S MARKETING CO | MPANY/DBA-CASEY'S #3045 |
| Physical Location Address 601 MAIN ST | City CEDAR FALLS ZIP 50613 |
| Mailing Address PO BOX 3001 | _City_ANKENY State IA ZIP_50021 |
| Business Phone Number 3192664981 | |
| Legal Ownership Information: | |
| Type of Ownership: Sole Proprietor □ Par | |
| Name of sole proprietor, partnership, corporation | on, LLC, or LLP_CASEY'S GENERAL STORES, INC. |
| Mailing Address PO BOX 3001 | _City_ANKENYState IA ZIP_50021 |
| Phone Number 515-446-6404 Fax Numb | er 515-965-6205 Email JESSICA.FISHER@CASEYS.COM |
| Retail Information: | |
| Types of Sales: Over-the-counter ■ Ven | ding machine □ |
| Do you make delivery sales of alternative nicot | ine or vapor products? (See Instructions) Yes □ No ■ |
| Types of Products Sold: (Check all that apply) Cigarettes ■ Tobacco ■ Alternativ | e Nicotine Products ■ Vapor Products ■ |
| Type of Establishment: (Select the option tha | · |
| Alternative nicotine/vapor store □ Bar □ Grocery store □ Hotel/motel □ Liquor store □ Has vending machine that assembles cigarette | |
| • | |
| the laws governing the sale of cigarettes, tobacc | ve do hereby bind ourselves to a faithful observance of o, alternative nicotine, and vapor products. |
| Signature of Owner(s), Partner(s), or Corpora | te Official(s) |
| Name (please print) Julia L Jackowski, Casey's MARKETING SECRET. | Name (please print) |
| Signature Julia J. Jackousku | Signature |
| Date_4/20/2021 | Date |
| Send this completed application and the applical questions contact your city clerk (within city limits | |
| _ | UDITOR ONLY - MUST BE COMPLETE |
| ☐ Fill in the amount paid for the permit: | Beverages Division within 30 days of issuance. Make sure |
| by the council or board: | the information on the application is complete and accurate. A copy of the permit does not need to be sent; |
| ☐ Fill in the permit number issued by the city/county: | only the application is required. It is preferred that applications are sent via email, as this allows for a receipt |
| the city/county: Fill in the name of the city or county reday Falls | confirmation to be sent to the local authority. |
| | ☐ Email: iapledge@jowaabd.com |

104

☐ Email: iapledge@iowaabd.com

☐ Fax: 515-281-7375



• New □

Renewal 📈

Iowa Retail Permit Applic Item 14. for Cigarette/Tobacco/Nicotine/Vapor

https://tax.iowa.gov

| | 4.1 | | |
|--------------|--------|-----------|------|
| Instructions | on the | e reverse | side |

| Instructions on t | | 22 |
|---|--|-------------------------|
| For period (MM/DD/YYYY) 7 /1 | | |
| /we apply for a retail permit to sell cigarettes, tobacco | o, alternative nicotine, or vapor p | oroducis; |
| Business Information: Trade Name/DBA CASEY'S MARKETING COMPA | NY/DBA CASEV'S #3610 | |
| | | |
| Physical Location Address 1225 FOUNTAINS WAY | | |
| Mailing Address PO BOX 3001City | ANKENY State IA | ZIP 50021 |
| Business Phone Number 3192666574 | | |
| _egal Ownership Information: | | |
| Type of Ownership: Sole Proprietor □ Partners | , | |
| Name of sole proprietor, partnership, corporation, L | LC, or LLP_CASEY'S GENERAL | _STORES, INC. |
| Mailing Address PO BOX 3001City | /ANKENY State IA | ZIP_50021 |
| Phone Number <u>515-446-6404</u> Fax Number <u>5</u> | 15-965-6205 Email JESSIC | :A.FISHER@CASEYS.COM |
| Retail Information: | | |
| Types of Sales: Over-the-counter ■ Vending | machine □ | |
| Do you make delivery sales of alternative nicotine of | r vapor products? (See Instruction | ons) Yes □ No ■ |
| Types of Products Sold: (Check all that apply) Cigarettes ■ Tobacco ■ Alternative Nice | cotine Products Vapor Pr | roducts ≣ |
| Type of Establishment: (Select the option that best Alternative nicotine/vapor store ☐ Bar ☐ Concerved Bar ☐ Hotel/motel ☐ Liquor store ☐ Has vending machine that assembles cigarettes ☐ | onvenience store/gas station ■ □ Restaurant □ | Drug store □ |
| f application is approved and permit granted, I/we do the laws governing the sale of cigarettes, tobacco, alt | hereby bind ourselves to a faith | |
| Signature of Owner(s), Partner(s), or Corporate O | fficial(s) | |
| Name (please print) JULIAL JACKOWSKI, CASEY'S MARKETING SECRETARY | Name (please print) | |
| Signature Julia D. Cackousku | Signature | |
| Date_4/20/2021 | Date | |
| Send this completed application and the applicable fequestions contact your city clerk (within city limits) or | | |
| FOR CITY CLERK/COUNTY AUDIT | OR ONLY - MUST BE COMPLETE | |
| □ Fill in the amount paid for the permit: | Send completed/approved application Beverages Division within 30 days | of issuance. Make sure |
| by the council or board: | the information on the applica accurate. A copy of the permit do | |
| Fill in the permit number issued by the city/county: | only the application is required | d. It is preferred that |
| ☐ Fill in the name of the city or county / 1/4/2 | applications are sent via email, as confirmation to be sent to the local | |
| issuing the permit: | ☐ Email: iapledge@iowaabd.com | 105 |

□ Fax: 515-281-7375

Iowa Retail Permit Applid Item 14. for Cigarette/Tobacco/Nicotine/Vapor Item 14.

https://tax.iowa.gov

| Instructions on the reverse side |
|---|
| For period (MM/DD/YYYY) <u>のずしのしたの</u> through June 30, <u></u> フロスマ |
| /we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products: |
| Business Information: |
| Trade Name/DBA The Landonest |
| Physical Location Address 107 main St. City Coder Faely ZIP 5043 |
| Mailing Address 107 Main St. City Lod ~ Faels State I & ZIP 50613 |
| Business Phone Number 319 553 Otoc |
| Legal Ownership Information: |
| Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP Name of sole proprietor, partnership, corporation, LLC, or LLP KRAM CO TVC |
| Mailing Address 107 Mars St. City Cely Fally State 74 ZIP 50613 |
| Mailing Address 107 Main St. City Cech Tall State 14 ZIP 50613 Phone Number 319 553 0105 Fax Number Not Email Induck 118 @ yeho. Co. |
| Retail Information: |
| |
| Types of Sales: Over-the-counter ☐ Vending machine ☐ |
| Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes □ No □ |
| Types of Products Sold: (Check all that apply) Cigarettes ☐ Tobacco ☐ Alternative Nicotine Products ☐ Vapor Products ☐ |
| Type of Establishment: (Select the option that best describes the establishment) |
| Alternative nicotine/vapor store □ Bar ☑ Convenience store/gas station □ Drug store □ Grocery store □ Hotel/motel □ Liquor store □ Restaurant □ Tobacco store □ Has vending machine that assembles cigarettes □ Other □ |
| If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. |
| Signature of Owner(s), Partner(s), or Corporate Official(s) |
| Name (please print) Mark (Showarte Name (please print) |
| SignatureSignature |
| Date |
| Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits). |
| FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE |
| • Fill in the amount paid for the permit: Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure |
| • Fill in the date the permit was approved Beverages Division within 30 days of issuance. Make sure |

| • | Fill in the amount paid for the permit: |
|---|---|
| • | Fill in the date the permit was approved by the council or board: |
| • | Fill in the permit number issued by the city/county: |
| • | Fill in the name of the city or county issuing the permit: |
| 0 | New ☐ Renewal ☐ |

the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

Email: iapledge@iowaabd.com

• Fax: 515-281-7375

106



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers

From: Jeff Olson, Public Safety Services Director

Craig Berte, Police Chief

Date: April 15, 2021

Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C liquor, Class B wine & outdoor service renewal.
- b) The Horny Toad American Bar & Grille, 204 Main Street, Class C liquor renewal.
- c) ZSAVOOZ, 206 Brandilynn Boulevard, Class C liquor & outdoor service renewal.
- d) CVS/Pharmacy, 2302 West 1st Street, Class E liquor renewal.
- e) Deringer's Public Parlor, 314 ½ Main Street, Class C liquor new.
- Starbeck's Smokehouse, 6607 University Ave, Class C liquor & outdoor service new with exceptions. (see attached)



CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

CITY OF CEDAR FALLS 4600 S. MAIN STREET CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To:

Mayor Green and City Council

From:

Jeff Olson, Public Safety Director

Date:

April 7, 2021

Re:

Starbeck's Smokehouse

Jeff Starbeck has requested a variance to an outdoor service area for a proposed barbeque restaurant called Starbeck's Smokehouse. He has requested a variance to City Ordinance 5-67 (2) front yard service area, (3) fencing required to screen from public view, (4) accessible from licensed premise only and (9) prohibits amplified music.

Starbeck has provided a drawing which clearly outlines his intent. Public Safety has no concern with a front of business serving area, access points to the outdoor serving area, public view of the serving area and the use of music provided to its customers in that serving area. There are other sound/loud music ordinances that do apply and will assist with restricting any issues caused by loud music being played.

The City has allowed for similar exemptions to outdoor serving areas for many other businesses. We recommend approval of the request.

Amy Eggleston

From:

jeff starbeck < jeffstarbeck@yahoo.com>

Sent:

Tuesday, April 6, 2021 5:05 PM

To:

Amy Eggleston

Subject:

Starbeck's Smokehouse

Follow Up Flag:

Follow up

Flag Status:

Flagged

CAUTION: This email originated outside the City of Cedar Falls email system.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

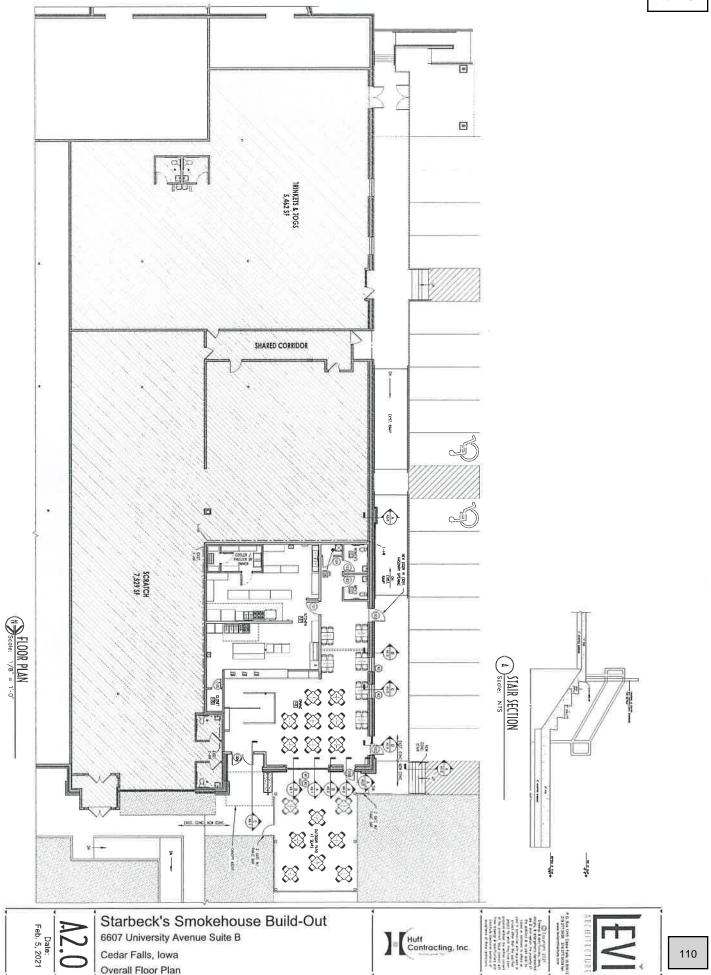
Hello!

I am writing n regards to exemptions to Sec 5-67 Items 2,3,4 and 9 for CF BBQ, LLC operating as Starbeck's Smokehouse at 6607 University Avenue, Suite B.

- (2) We will not have outdoor service in the front yard of our premises.
- (3) Exemption for a 5' screened patio. The patio will be enclosed with a 3' wrought iron fence.
- (4) Panic hardware will be on all doors.
- (9) Exemption for amplified music. From time to time we will have live entertainment on our outdoor patio. Music will not play after 12 midnight.

Thank you,

Jeff Starbeck





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members

FROM: Lisa Roeding, Controller/City Treasurer

DATE: April 15, 2021

SUBJECT: Audit Services Agreement

Request for proposals for audit services were sent out to nine firms. The proposal was for a 3-year period (FY21, FY22, and FY23), with the option to renew for three more years. We received four bids from Bergan KDV, CliftonLarsonAllen, Eide Bailly LLP, and RSM US, LLP.

An interview team of Paul Kockler, Cathy Niebergall, Jennifer Rodenbeck, and myself rated all four firms and we interviewed all four firms. The interview focused on experience of the firm with local governmental audits, experience with other lowa cities comparable in size to Cedar Falls, staff assigned to the audit engagement, length of time spent on engagement at client site, and the proposed fees.

After review of all of the factors listed above, our recommendation is for the selection of Eide Bailly, LLP. Attached for your review is the proposed contract. If you have questions regarding the contract or the selection process, please feel free to contact me.

CC: Jennifer Rodenbeck, Director of Finance & Business Operations

CITY OF CEDAR FALLS, IOWA GENERAL TERMS AND CONDITIONS SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between <u>Eide Bailly, LLP</u> ("Contractor") and the City of Cedar Falls, lowa ("City"), and is to be effective <u>July 1, 2021 through June 30, 2023</u>.

1.0. Contractor's Services

- 1.1. Contractor's services shall consist of the performance of the annual audit of the City's financial statements, <u>for three years ending June 30, 2021, June 30, 2022, and June 30, 2023,</u> specifically 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.
- 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 2.3. The maximum amount of all payments for Services shall be the amount set forth below, 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.

Engagement Fees shall be as follows:

Year 1 \$42,000

Year 2 \$43,500

Year 3 \$45,000

- These fees shall include the audited REAC submission to HUD.
- These fees shall include one major program for A-133 purposes. Each additional major program would be an additional fee of \$3,000, \$3,100, and \$3,200 for fiscal years 2021, 2022, and 2023, respectively.
- 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. Invoices shall be presented as the work progresses, with an initial invoice at the completion of the interim fieldwork, a second invoice at the completion of fieldwork, and a final invoice following issuance of the audit report. 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.
- 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. <u>Taxes.</u>

- 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. 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 part may terminate this contract if the requesting party gives the other party written notice by April 1st of each year.

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 filling 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. <u>Indemnification.</u>

- 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 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". The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

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.

12.0. <u>Independent Contractor.</u>

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 lowa 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 lowa Code Chapter 22, the lowa 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 lowa 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. Entire Agreement.

- 22.1. 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.
- 22.2. 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.

23.0. Extension of Agreement.

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

24.0. 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: Lisa Roeding | Firm: Eide Bailly, LLP |
| | Name: Brian Unsen, CPA |
| Title: Controller/City Treasurer | Title: Partner |
| Address: 220 Clay Street | Address: 1545 Associates Drive, Suite 101 |
| Cedar Falls, IA 50613 | Dubuque, IA 52002 |
| Telephone: (319) 273-8600 | Telephone: <u>563-557-6152</u> |
| Email: Lisa.roeding@cedarfalls.com | Email: Bunsen@eidebailly.com |
| last date listed below. CONTRACTOR - EIDE BAILLY, LLP By: Bun Uhen Its: Brian Unser Portner | Date: 4/7/21 |
| CITY OF CEDAR FALLS, IOWA | |
| By:Robert M. Green, Mayor | |
| Attest: | Date: |
| Jacqueline Danielsen, MMC, City Clerk | |

EXHIBIT A - SCOPE OF AUDIT SERVICES

Scope of Audit Services:

- 1. The Contractor, Eide Bailly, LLP will:
 - A. Perform the audit in accordance with Chapter 11 of the Code of Iowa, auditing standards general accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
 - B. Assist City with changes in financial reporting required under all new GASB Statements.
 - C. Review of financial statements that conform with requirements of the Auditor of State's office and with GFOA's Certificate of Achievement for Excellence in Financial Reporting Program.
 - Provide management letter containing any findings or suggestions for improvement in the City's financial operations.
 - E. Issue the following reports by November 1st of each year:
 - A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
 - A report on compliance and on internal control over financial reporting in accordance with Government Auditing Standards.
 - A report on compliance with requirements applicable to each of its major programs and internal control over compliance in accordance with OMB Circular A-133 (when applicable).
 - F. Preform annual review of the audit report within HUD's Real Estate Assessment Center (REAC) no later than the ninth (9th) month following the fiscal year.

2. That the City will:

- Prepare necessary workpapers prior to preliminary and final fieldwork to complete the audit engagement.
- iii. Prepare the financial statements prior to final fieldwork and prepare the Certified Annual Financial Report prior to final review.
- iv. Provide management representation letter at conclusion of engagement.

Exhibit B

Audit Services Cedar Falls, Iowa

03-27-2019

INSURANCE REQUIREMENTS FOR CONSULTANTS FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

- 1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in lowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
- 2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
- 3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, lowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement See Exhibit 1
 - c) Governmental Immunities Endorsement See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

- 5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
- 6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
- 7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
 - ➤ This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to form attached.
 - Additional Insured Requirement See Exhibit 1. The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

- * ISO CG 20 10 07 04 "Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization"
- ** ISO CG 20 37 07 04 "Additional Insured Owners, Lessees or Contractors Completed Operations"

- 8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.
- 9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
- Indemnification (Hold Harmless) Provision: To the fullest extent permitted 11. by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, lowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, lowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, lowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, lowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, lowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, lowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 - INSURANCE SCHEDULE

General Liability (Occurrence Form Only): Commercial General Liability

| \$2,000,000 |
|-------------|
| \$2,000,000 |
| \$1,000,000 |
| \$1,000,000 |
| \$ 50,000 |
| |

Automobile:

(Combined Single Limit) \$1,000,000

5,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Medical Payments

Statutory for Coverage A **Employers Liability:**

| Each Accident | \$ 500,000 |
|-------------------------|---------------|
| Each Employee – Disease | \$ 500,000 |
| Policy Limit – Disease | \$ 500,000 |

\$3,000,000 Umbrella:

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions:

\$1,000,000

CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when *including* the City as an Additional Insured)

- 1. <u>Nonwaiver of Government Immunity</u>. 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. <u>Claims Coverage</u>. 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 lowa 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, lowa 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, lowa.
- 4. <u>Non-Denial of Coverage</u>. 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, lowa 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, lowa.
- 5. <u>No Other Change in Policy</u>. The insurance carrier and the City of Cedar Falls, lowa 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.



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: April 14, 2021

SUBJECT: Lease Estoppel Certificate, CFU Solar Farm

The City has been requested to sign the attached Lease Estoppel Certificate.

The City is the owner of the land upon which the CFU Solar Farm is located. The City has leased the land to CFU on a long term basis for this purpose. In turn, CFU has subleased the premises to an Iowa limited liability company, Cedar Falls Solar Farm, LLC. It is Cedar Falls Solar Farm, LLC, which has been operating the solar farm and delivering the energy produced at the solar farm to CFU. The entity owning the controlling interest in Cedar Falls Solar Farm, LLC, is General Energy Solutions USA, Inc. General Energy Solutions USA, Inc. has agreed to sell its controlling interest in Cedar Falls Solar Farm, LLC to a company called Empower Generation, LLC. It is Empower Generation, LLC, which has requested that the City sign the Lease Estoppel Certificate. Why? So that Empower Generation, LLC can be assured that the City, as landlord, has consented to the sublease to Cedar Falls Solar Farm, LLC (it has), and that key provisions of the sublease have been complied with by Cedar Falls Solar Farm, LLC (they have).

It is a rather complicated arrangement, but the bottom line is that the key players are not changing. The City remains the landlord, CFU remains the tenant and Cedar Falls Solar Farm, LLC, remains the subtenant. Only the ownership of the subtenant is changing. And the new owner is stepping into the shoes of the former owner for all obligations under the sublease.

Obviously this transaction is of great interest to CFU and the City would not sign such a document without CFU's approval. After conducting its due diligence on this transfer of ownership, the Board of Trustees by Board action on April 14, 2021, has approved this arrangement and also approved the Lease Estoppel Certificate.

Staff therefore recommends approval of a Resolution approving the Lease Estoppel Certificate and authorizing its execution by the Mayor and City Clerk.

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

LEASE ESTOPPEL CERTIFICATE

| LEASE ESTOTTEE CERTIFICATE | | | | | |
|---|--|--|--|--|--|
| Dated: | | | | | |
| Reference is made to the Lease Agreement between CITY OF CEDAR FALLS, IOWA ("Lessor"), and THE BOARD OF TRUSTEES OF THE MUNICIPAL ELECTRIC UTILITY OF THE CITY OF CEDAR FALLS, IOWA ("Lessee"), dated September 8, 2015 (the "Agreement"). | | | | | |
| Lessee is landlord to Cedar Falls Solar Farm, LLC, an Iowa limited liability company ("Sublessee"), under that certain Sublease dated October 14, 2015 (the "Sublease"). Lessor has been advised that General Energy Solutions USA Inc. ("Seller") has agreed to transfer its controlling interest in Sublessee to Empower Generation, LLC ("Buyer"). | | | | | |
| Lessor hereby certifies as of the date hereof to the Lessee and Buyer, as follows: | | | | | |
| 1. Lessor confirms that it has consented to the Sublease by Lessee to Sublessee. | | | | | |
| 2. Lessor confirms that it has approved of the Improvements, as that term is defined in the Agreement, as contemplated by Section 4.B.(a) of the Agreement. | | | | | |
| 3. Lessor confirms that the Commercial Operation Date, as that term is defined in the Sublease, was April 1, 2016. | | | | | |
| LESSOR: | | | | | |
| CITY OF CEDAR FALLS, IOWA | | | | | |
| By:Robert M. Green, Mayor | | | | | |
| • | | | | | |

Attest: _

Jacqueline Danielsen, MMC, City Clerk

DEPARTMENT OF COMMUNITY DEVELOPMENT



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

www.cedarfalls.com

MEMORANDUM

Administration Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Stephanie Houk Sheetz, Director of Community Development

DATE: April 12, 2021

SUBJECT: Lease approval – Flood buyout properties

Residents often express an interest in leasing the vacant parcels of land which are part of a periodic flood buyout program, for additional open green space adjacent to their property or to plant gardens.

North Cedar Neighborhood Association is proposing to lease three properties on the south side of Longview St. for use as a Teaching Garden. It is adjacent to the North Cedar Natural Resource Area. This project is planned as a volunteer-driven, not-for-profit garden space to educate youth about growing food from seed to table, and providing hands-on experience in doing so. The produce grown will be donated to feed the Cedar Valley community. It is not a Community Garden. Discussion and coordination has occurred with the Community Garden, prior to bringing this proposal forward. Attached is a copy of the Teaching Garden proposal, for additional information.

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

This leasing program is beneficial not only for the neighbors, but the City as well. The parcels are mowed and maintained by the lessees during the growing season, which saves the City maintenance dollars and allows park staff to spend time maintaining other properties.

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

Proposal: North Cedar Teaching and Donation Garden

Location: Green space on the south side of Longview Street, across from the North Cedar Natural Resource Project

Proposed Start Date: Spring 2021

Project Sponsor: North Cedar Neighborhood Association

Project Description: A volunteer-driven, not-for-profit garden space to educate youth about growing food from seed to table, and providing hands-on experience in doing so. The produce grown will be donated to feed the Cedar Valley community. Specifically, it is **not** a community garden space (i.e. plots for rent or use by community members).

Rationale: If we can foster an interest in children regarding the food they eat: where it comes from, how it is grown, and the kind of work it takes to produce the food on their table, they may be more apt to try it, ask for it in their meals, and value the food grown close to home. By utilizing a garden space that is walking distance from an elementary school (and preschool), it offers a no-fee, high educational return opportunity for students to learn. The North Cedar Natural Resource Project is across the street, which is a great complement in outdoor and environmental learning. The garden also provides a chance for volunteers (youth and adults) to put their talents to work in North Cedar to benefit the greater community by providing food for those that may not otherwise have access to locally grown produce.

Education: Students can take part in hands-on learning from the point of garden planning, seed selection and soil preparation to harvest and donation. Educational and hands-on sessions will be led/supervised by subject matter experts such as horticulture specialists, local food producers, Extension professionals, Master Gardeners, etc... Research-based curriculum/lessons will be utilized, with sustainable, environmentally friendly gardening approaches. Educational sessions can also be scheduled for other youth and adult groups that wish to learn about or work in the garden.

Land Use: Transition current green space to a teaching garden for North Cedar Elementary students (primary audience), students from other Cedar Falls schools, and community groups. Vision includes phased expansion possibilities (e.g. additional garden square footage, habitat and pollinator-specific plantings, other environmentally positive projects tied to food production and sustainability).

Garden Plot: Initial size is proposed to be 30 ft. by 30ft. At minimum, a 5ft. wire fence will need to be erected around the perimeter due to wildlife pressure.

Produce Use: The harvested produce will be donated to the community, specifically through food banks/pantries. Free offerings to North Cedar students, families, or the North Cedar community at a designated location or event to raise awareness of the

garden, and/or for use in taste testing/lessons in a school or after school program setting may be an option in the future.

Management and Maintenance: The garden will be volunteer-designed, built, directed and maintained by the North Cedar Neighborhood Association. Funding needs will be managed by the North Cedar Neighborhood Association. Partnership development and collaboration for volunteer support and funding will be a positive benefit for the project. Volunteers (youth and adult) will be recruited and scheduled to work at specific times as needed for planning, planting, maintenance and harvest. Training in tool use and Good Agricultural Practices (GAP) will be provided as needed.

Potential Volunteer Base: North Cedar Elementary students and staff, North Cedar community members, Black Hawk County Master Gardeners, GreenCorps or VISTAs from UNI, others.

Year 1 Scope: Garden space, with pollinator and/or wildlife habitat plantings surrounding/adjacent to garden area if feasible.

Needs: Permissions and restrictions on land use from City of Cedar Falls, water source, donations of materials for fencing, seeds and transplants, rain barrels, signage, etc...

Potential Partners: City of Cedar Falls, North Cedar Elementary School, Iowa State University Extension and Outreach Black Hawk County, UNI Local Food Program, Cedar Valley Regional Food & Farm Network, Black Hawk County Health Department, others.

Submitted by:

Abby Rippe, North Cedar Natural Resource Project Volunteer

Project Champion:

Jim Newcomb, North Cedar Neighborhood Association President and North Cedar Natural Resource Project Chair

Proposal draft date: 11/18/2020

Updated: 3/2/2021

CITY OF CEDAR FALLS LEASE

| PARCEL NO8914-01-104-014, 8914-01-104-013, 8914-01-104-012 |
|---|
| LEASE NO. PK-2021-008 COUNTY: Black Hawk |
| THIS LEASE, made and entered into this day of, 20, by and between CITY OF CEDAR FALLS, IOWA ("Landlord"), whose address, for the purpose of this lease, is c/o Cedar Falls Recreation Center, 110 E. 13 th Street, Cedar Falls, Iowa 50613, and North Cedar Neighborhood Association ("Tenant"), whose address for the purpose of this lease is 407 Longview St, Cedar Falls, IA 50613. The parties agree as follows: |
| 1. PREMISES AND TERM. Landlord leases to Tenant the following real estate, situated in Black Hawk County, Iowa: |
| CEDAR ACRES ADDITION LOT 15 CEDAR ACRES ADDITION LOT 16 CEDAR ACRES ADDITION LOT 17 LOT18 |
| the address of which is locally known as 8914-01-104-014, 8914-01-104-013, 8914-01-104-012 Cedar Falls, Iowa 50613 (hereinafter the "Premises"), for a term beginning on the day of, 20, and ending on the31st day of December, 20_21, upon the condition that Tenant performs as provided in this Lease. |
| 2. RENT. Tenant agrees to pay Landlord as rent for the Lease term the sum of \$1.00, in advance. |
| All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. |
| 3. POSSESSION. Tenant shall be entitled to possession on the first day of the Lease term, and shall yield possession to Landlord at the termination of this Lease. |
| 4. USE. Tenant shall use the Premises only for open green space or private, non-commercial vegetable and flower gardens of a scale similar to those existing in the residential properties in the neighborhood of the Premises. No structures, fences, buildings, hard surfacing, driveways, sidewalks or vehicles shall be constructed, placed or stored on the Premises. Tools and equipment consistent with private, non-commercial vegetable or flower garden use may be temporarily placed and used on the Premises at the sole risk of Tenant. No motorized vehicles shall be parked on or otherwise used in connection with the Premises except when such vehicles are actually engaged in |

maintenance of the Premises. A violation of this provision shall be cause for immediate termination of the Lease.

5. CARE AND MAINTENANCE.

- (a) Tenant takes the Premises as is without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose.
- (b) Tenant shall maintain the Premises in a reasonably safe, serviceable, clean and presentable condition. Tenant may plant vegetable or flower gardens, grass, turf, shrubs, and, with the prior written consent of Landlord, trees. Tenant shall not install any other improvements on the Premises.
- 6. **SURRENDER.** Immediately upon the termination of this Lease for any reason, Tenant will surrender the Premises to Landlord in good condition.
- 7. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent may be withheld in the sole and absolute discretion of Landlord.
- 8. **INSURANCE.** LIABILITY INSURANCE. Tenant shall show proof **CERTIFICATE OF INSURANCE** of general liability insurance in the amounts of \$250,000 each occurrence and \$500,000 aggregate for the Premises for the entire term of the lease, including any renewal period.
- 9. INDEMNITY AND HOLD HARMLESS. To the fullest extent permitted by law, Tenant agrees to defend, pay on behalf of, indemnify, and hold harmless Landlord, Landlord's elected and appointed officials, directors, employees, agents and volunteers working on behalf of Landlord (collectively, for purposes of this paragraph, "Landlord"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from Landlord, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, by any person or entity, including by Tenant or any other person or entity on the Premises with the permission, express or implied, of Tenant (collectively, for purposes of this paragraph, "Tenant"), which arises out of or is in any way connected or associated with the tenancy or use and occupancy of the Premises or any part thereof, to the extent arising out of the errors, omissions or other fault of Tenant, except for only the extent of any fault of Landlord.

10. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

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

NOTICE OF DEFAULT

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

REMEDIES

- C. In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this Lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this Lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the Premises, including attorney's fees and court costs; or (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this Lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.
- 11. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. All notices and demands given by Tenant to Landlord in connection with this Lease shall be sent to the following address:

Return Both Copies Signed to:

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

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

13. ADDITIONAL PROVISIONS.

- (a) Tenant shall comply with all obligations imposed by applicable provisions of the City of Cedar Falls Code of Ordinances, including Chapter 29, Zoning. Tenant shall conduct himself or herself in a manner that will not disturb his or her neighbors' peaceful enjoyment of the neighbors' premises.
- (b) Without limiting the generality of the foregoing, Tenant shall be responsible for mowing the Premises to a height not to exceed eight (8) inches and for general upkeep of the entire Premises, and restoring the Premises to a mowable condition at the end of the term of the Lease, or any renewal term of the Lease. Any improvements installed or

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

- (c) Tenant shall not engage in or permit the conduct of any commercial business whatsoever on the Premises. A violation of this provision shall be grounds for immediate termination of this Lease.
- (d) Landlord may enter upon the Premises at any time during the term of the Lease for the purpose of inspection, drilling test holes or making surveys, or to accommodate public utilities relocation.
 - (e) Tenant shall comply with all FEMA rules related to the use of the property.
- 14. **TERMINATION OF LEASE.** This Lease may be terminated by Landlord for any reason, and without cause, on thirty (30) days' written notice to Tenant. Tenant may terminate the Lease for any reason, without cause, by ten (10) days' written notice to Landlord.
- 15. **PROPERTY MANAGER.** The City Director of Municipal Operations & Programs, or his or her designee, is authorized to manage the Premises covered by this Lease.
- 16. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties with respect to the subject matter of the Lease and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of the Lease.

CITY OF CEDAR FALLS, IOWA LANDLORD

| By: | |
|---|-----------|
| Rob Green, Mayor | Date |
| Attest: | |
| Jacque Danielsen, CMC, City Clerk | Date |
| TENANT | |
| ASSOCIATION ASSOCIATION James R. Newson President | 2-23-2021 |
| Signature Tames L. Newcomb | Date |
| Print Name 407 LONGUIEW ST. CF 5061 | ' 3 |
| Address | |





CERTIFICATE OF LIABILITY INSURANCE

Item 18. DATE (MM/DD/

03/19/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not

| | onter rights to the certificate holde | r in li | eu of s | such endorseme | | | | | | |
|--|---|--------------------------|---------------------------|---|-----------------|--|---|---|--------------|-----------------|
| | DUCER | | | | CONTAC NAME: | ст | | | | |
| BRUMMEL MADSEN INSURANCE/PHS | | | | PHONE (866) 467-8730 FAX (888) 443-6112 | | | | 88) 443-6112 | | |
| 91822225 | | | | (A/C, No, Ext): (A/C, No): | | | A/C, No): | | | |
| The Hartford Business Service Center 3600 Wiseman Blvd | | | E-MAIL ADDRESS: | | | | | | | |
| San | Antonio, TX 78251 | | | | | | | | NAIC# | |
| INSU | RED | | | | | pany | 30104 | | | |
| Nort | h Cedar Neighborhood Assoc | | | | INSURE | | | | , , | |
| 407 | LONGVIEW ST | | | | | | | | | |
| CEDAR FALLSIA 50613-1333 | | | INSURER C: | | | | | | | |
| | | | INSURE | R D | | | | | | |
| | | | | | INSURE | RE: | | | | |
| | | | | | INSURE | RF: | | | | |
| CO | VERAGES C | ERTIF | ICAT | E NUMBER: | // | | REVIS | ION NUMBER: | | |
| IN CI TI | HIS IS TO CERTIFY THAT THE POLICIE DICATED.NOTWITHSTANDING ANY REERTIFICATE MAY BE ISSUED OR MARKE, EXCLUSIONS AND CONDITIONS | EQUIR AY PE S OF S | EMENT RTAIN, UCH PO | T, TERM OR COND , THE INSURANCE | ITION O | OF ANY CONTRACTED BY THE MAY HAVE BEEN | CT OR OTHER I POLICIES DES REDUCED BY P | DOCUMENT WITH CRIBED HEREIN | RESPECT | T TO WHICH THIS |
| INSF | | ADDL | SUBR | POLICY NUMBE | ER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYY) | | LIMITS | |
| | COMMERCIAL GENERAL LIABILITY | | | | | | | EACH OCCURRENCE | | \$1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | | DAMAGE TO RENTE PREMISES (Ea occu | | \$1,000,000 |
| | X General Liability | | | | | | | MED EXP (Any one | | \$10,000 |
| Α | | | | 91 SBM AK90 | CW5 | 03/19/2021 | 03/19/2022 | PERSONAL & ADV I | INJURY | \$1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | GENERAL AGGREG | SATE | \$2,000,000 |
| | Y POLICY PRO- LOC | | | | | | | PRODUCTS - COMP | P/OP AGG | \$2,000,000 |
| | OTHER: | | | | | | | | 701 1100 | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE (Ea accident) | LIMIT | | |
| | ANY AUTO | | | | | | | BODILY INJURY (Pe | er person) | |
| | ALL OWNED SCHEDULED | | | | | | | BODILY INJURY (Pe | er accident) | |
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| | AUTOS AUTOS | | | | | | | (Per accident) | | |
| | UMBRELLA LIAB OCCUR | | | | | | | EACH OCCURRENC | CE | |
| | EXCESS LIAB CLAIMS- MADE | | | | | | | AGGREGATE | | |
| | DED RETENTION \$ | | | | | | | | | |
| | WORKERS COMPENSATION | | | | | | | PER | ОТН- | |
| | AND EMPLOYERS' LIABILITY ANY Y/N | | | | | | | E.L. EACH ACCIDEN | ER I | |
| | PROPRIETOR/PARTNER/EXECUTIVE | N/ A | | | | | | | | |
| | OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | : | E.L. DISEASE -EA E | MPLOYEE | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | E.L. DISEASE - POL | ICY LIMIT | |
| A | Employment Practices Liability | | | 91 SBM AK90 | CW5 | 03/19/2021 | 03/19/2022 | Each Claim Lim | | \$25,000 |
| | Insurance | | | <u> </u> | | | | Annual Aggrega | ate Limit | \$25,000 |
| | CRIPTION OF OPERATIONS / LOCATIONS / VI Business Liability Coverage Part inc | | | | | | | | | |
| 1.50000 | RTIFICATE HOLDER | | | | | CANCELLA | 4001KBR05V | | | |
| ! | | | | | | SHOULD ANY O | OF THE ABOV | E DESCRIBED PO TE THEREOF, NO DLICY PROVISION | TICE WILL | |
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DEPARTMENT OF PUBLIC WORKS



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

MEMORANDUM

TO: Mayor Rob Green and City Council

FROM: Brian Heath, Oper./Maint. Division Manager

DATE: April 13, 2021

SUBJECT: Equipment Purchase

Sealed Bids were opened on April 13th for a side load automated refuse collection unit to be utilized in the Refuse Section of the Operations and Maintenance Division. This unit is budgeted for purchase in FY22 in the amount of \$200,000.00 utilizing Refuse Funds. The chassis and body components are bid separately to obtain the best possible pricing.

Following is a summation of the bids received for the chassis and automated body;

Chassis

| Thompson Truck & Trailer Sales | \$102,654.00 |
|--|--------------|
| Truck Country of Cedar Rapids (Freightliner) | \$104,144.00 |
| Truck Country of Cedar Rapids (AutoCar) | \$169,098.21 |
| Grask Peterbilt of Cedar Rapids | \$119,750.00 |

Body

| Elliott Equipment | \$120,650.00 |
|-------------------|--------------|
| Kilburg Equipment | \$127,164.00 |

The lowest responsible bid for the chassis was received from Thompson Truck and Trailer sales in the amount of \$102,654.00. The lowest responsible bid for the automated body was received from Elliott Equipment in the amount of \$120,650.00.

It is the recommendation of Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total complete build cost of \$223,304.00. The overage of \$23,304.00 will be paid from the refuse operating budget.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director



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

MEMORANDUM

TO: Mayor Rob Green and City Council

FROM: Brian Heath, O/M Division Manager

DATE: Tuesday, April 13, 2021

SUBJECT: Pavement Marking Contract

Sealed bids were opened at 2:00 p.m. on April 8th, 2021 for contract pavement marking services. This project encompasses painting of pavement markings including roundabouts, sharrows, bike lanes, crosswalks, parking lots, etc.

Of the four contractor requests that were sent out, two (2) bids were received. Following is a summation of those bids;

Quality Striping Inc. \$43,977.00 Lazer Line Striping \$54,560.00

The bid documents from Quality Striping were in order and the lowest bid received. Therefore, the Public Works Department is recommending that City Council accept the low bid in the amount of \$43,977.00 and enter into a contract with Quality Striping Inc., to perform pavement marking services for the City of Cedar Falls.

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

Cc: Chase Schrage, Public Works Director Matt Lukehart, Traffic Operations Supervisor



City of Cedar Falls, Iowa

Public Works Department

General Instructions and Specifications
For
2021 Pavement Marking Painting

142

TABLE OF CONTENTS

| | Page Number |
|-----------------------------------|-------------|
| INSTRUCTIONS TO BIDDERS | 3-5 |
| INSURANCE REQUIREMENTS | 6-11 |
| CONTRACTOR RESPONSIBILITY | 12 |
| SPECIFICATIONS | 12 |
| ITEM LISTING | 13 - 20 |
| NON-COLLUSION AFFIDAVIT OF BIDDER | 21 |
| FORM OF PROPOSAL | 22 - 23 |
| FORM OF CONTRACT | 24 |

INSTRUCTIONS TO BIDDERS

Intent

The intent of this proposal is to seek the services of a qualified contractor to repaint the listed pavement markings at the locations specified. Markings may include crosswalks, stop bars, handicap decals, yellow lane lines, yellow median markings, yellow or blue curbs, parking lots, handicapped symbols, on-street parking stalls, turn arrows, round-about markings, bike lanes, sharrows, and Railroad Crossings throughout the City of Cedar Falls

Opening of Sealed Bids

All sealed bids will be opened: April 8th, 2021 at 2:00 p.m. in the Public Works Conference Room, 2200 Technology Parkway, Cedar Falls IA 50613.

Evaluation of Bids

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

More than one bid for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one bid for the work may be cause for disqualification of that Bidder and rejection of all bids in which the Bidder has interest.

In evaluating bids, the Owner will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices, supplemental prices and other data as may be requested in the bid form or prior to the award of Contract.

In evaluating bids, the Owner will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the work for which the identity of the subcontractor, suppliers and other individuals or entities must be submitted as provided in the supplemental conditions. The Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of material and equipment proposed for incorporation in the work when such data that is required to be submitted prior to the awarding of contract.

Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications and financial ability of the Bidders, proposed subcontractors, suppliers, individuals, or entities to perform the work in accordance with

the Contract Documents. If the Contract is to be awarded, Owner will award the Contract to the lowest responsive, responsible Bidder.

Right to Reject Bids

The Owner reserves the right to reject any and all bids received and accepts any bid that, in its judgment, best serves the interest of the City of Cedar Falls, its citizens and employees.

Award of Contract

Upon submitting proposals, bidders shall not withdraw or cancel such proposals. The bidder to whom the award is made shall, within ten (10) days after receiving written notice of such award, execute a contract with said Owner, for the complete delivery of all materials, equipment, and/or work specified therein.

Bidder's Qualifications

Bidders submitting proposals must be recognized Contractors engaged in the class of work provided for in the Contract documents, and must possess all necessary licenses, certificates and resources to complete the work. Before the Contract is awarded to a Bidder, the Bidder may be required to furnish evidence to the satisfaction of the Owner of the Bidder's ability to perform and complete the Contract.

To demonstrate Bidder's qualifications to perform the work, within five days of Owner's request, Bidder shall submit written evidence such as may be called for below:

The address and description of the Bidder's place of business; The number of years engaged in the contracting business under the present firm name, and the name of the state where incorporated; Upon request of the Owner the bidder will furnish a list of the property and equipment available to the Bidder to evaluate if the Bidder can complete the work in accordance with the Bidding Documents; A financial statement of the Bidder showing that the Bidder has the financial resources to meet all obligations incidental to the work; The Bidder's performance record giving the description, location, and telephone number of similar projects constructed in a satisfactory manner by the Bidder; A list of projects presently under contract, the approximate contract amount and the percent of completion of each; A list of contracts which resulted in lawsuits; A list of contracts defaulted; A statement of the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing work of a like nature or magnitude; A list of officers of the firm who, while in the employ of the firm or the employ of previous firms. were associated with contracts which resulted in lawsuits, contracts defaulted or filed for The technical experience of personnel guaranteed to be employed in responsible charge of the work stating whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress; Such additional information as will assist Owner in determining whether the Bidder is adequately prepared to fulfill the Contract. Owner's decision as to qualifications of the Bidder will be final.

The successful Bidder, after acceptance of the proposal, shall provide a certificate of insurance and shall enter into a written Contract.

If the successful Bidder is a non-lowa corporation, they shall submit proof to the Owner, prior to the execution of the Contract, of authorization by the Secretary of State to do business in Iowa.

The Owner hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Completion of Work - Damages to Owner

All work shall be completed by September 17th 2021, those items noted with an asterisk (*) on the bid tab must be completed between July 12th and August 13th 2021. Failure to complete the noted items will result in a \$50.00 per day penalty. Failure to meet the September 17th 2021 completion date will incur the \$50.00 per day penalty at the discretion of the owner based upon the weather conditions encountered and overall performance of the contractor. The second round painting of the listed round abouts will have an extended completion date of November 12th 2021.

Insurance

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

- 1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurers shall issue from companies satisfactory to the City and have a rating of A- or better in the current A.M. Best Rating Guide.
- 2. All Certificates of Insurance required hereunder shall include the City of Cedar Falls, Iowa Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
- 3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, lowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement See Exhibit 1
 - c) Governmental Immunities Endorsement See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-subcontractors who perform work or services pursuant to the provisions of this contract.

- 4. Each certificate shall be submitted to the City of Cedar Falls.
- 5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

- 6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
- 7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
 - ➤ This coverage shall be written on an occurrence, not claims made form. Form CG 25 03 03 97 "Designated Construction Project(s) General Aggregate Limit" shall be included. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the productscompleted operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to form attached.
 - ➤ Additional Insured Requirement See Exhibit 1.

The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

- * ISO CG 20 10 07 04 "Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization"
- ** ISO CG 20 37 07 04 "Additional Insured Owners, Lessees or Contractors Completed Operations"
- 8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. The limit of liability shall not be less than \$1,000,000.

- 9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
- 11. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract shall be included in the modification amount submitted by Contractor, and paid by Contractor.
- 12. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, lowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, lowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, lowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, lowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the

Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, lowa for all damages caused to the City of Cedar Falls, lowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, lowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, lowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- □ Certificate of Liability Insurance (2 pages)
- Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability
General Aggregate \$2,000,000
Products-Completed Operations Aggregate Limit \$2,000,000
Personal and Advertising Injury Limit \$1,000,000
Each Occurrence Limit \$1,000,000
Fire Damage Limit (any one occurrence) \$50,000
Medical Payments \$5,000

Automobile:

(Combined Single Limit) \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

With waiver of subrogation to the City of Cedar Falls.

Statutory for Coverage A

Employers Liability:

Each Accident\$ 500,000Each Employee – Disease\$ 500,000Policy Limit – Disease\$ 500,000

<u>Umbrella:</u> \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and shall include the same endorsements as required of the primary policy (ies).

CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

CITY OF CEDAR FALLS, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when <u>including</u> the City as an Additional Insured)

- 1. <u>Non-waiver of Government Immunity</u>. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, lowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, lowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- 2. <u>Claims Coverage</u>. 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. <u>Assertion of Government Immunity</u>. 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. <u>Non-Denial of Coverage</u>. 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, lowa 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, lowa.
- 5. <u>No Other Change in Policy</u>. The insurance carrier and the City of Cedar Falls, lowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CITY OF CEDAR FALLS, IOWA 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.

CONTRACTORS RESPONSIBILITY

- A. The contractor shall provide all necessary materials and manpower to complete project.
- B. The contractor shall communicate to the satisfaction of the owner a schedule of planed work and work completed to include a weekly written report if requested.
- C. The contractor shall be responsible for all clean-up and proper disposals of excess materials and construction debris.
- D. The Contractor shall supply all required traffic control and traffic control devices.
- E. The contractor shall properly remove erroneous paint markings and excessive amounts of glass beads.
- F. A qualified supervisor shall be maintained on the work sites and provide efficient oversight to the work through its completion. The supervisor shall have full authority to act in behalf of the Contractor, and all directions given to the supervisor shall be considered given to the Contractor.

SPECIFICATIONS

- A. All stripes shall be a minimum of 5" wide; all stop bars shall be a minimum of 20 inches wide.
- B. All paint shall be 15-18 mills thick at all locations.
- C. Properly clean all street surfaces prior to paint application. All existing markings shall be completely covered by the new marking or removed so that only the new marking is visible from a vehicle traveling at the posted speed limit or to the satisfaction of the owner.
- D. All markings shall have an even uniform coating of glass beads applied. This requires the use of an automated bead dispenser or a fabricated shaker can with a perforated lid. Excessive amounts of beads or inadequate coverage are grounds for rejecting the marking. The exceptions for applying beads are parking stalls, yellow or blue curb markings and handicapped symbols, which shall not have beads applied.
- E. All pavement markings/symbols shall be painted according to IDOT Specification Section 2527.02D2b for Waterborne Paint per the City of Cedar Falls 2013 SUDAS Supplemental Specifications.

ITEM LISTING

Item No. 1 - Parking stalls and curb(s):

Paint all parking stalls, all yellow hash lines and yellow curbs.

- a) Main St (1st St to 6th St). Include the center line yellow skips
- b) 2nd St (Franklin St to State St)
- c) 3rd St (Franklin St to State St)
- d) 4th St (Franklin St to east end of paving)
- e) 6th Street (Washington St to Clay St)
- f) Clay St (1st St to 4th St)
- g) Washington St (1st to 6th St)
- h) College St (20th to Seerley)
- i) College St west side in the 2300 block
- j) College St west side in the 2500 block, motorcycle stalls
- k) West 23rd St both sides (College St to Merner Ave)
- State St (between 7th and 2nd St)

Item No.2. - Railroad Crossing Symbols:

A Railroad Crossing Symbol shall include all elements of figure 8B-7A or B of the 2009 MUTCD and make up a unit of each. Multi-lane approaches shall have a symbol in each lane. Stop Bars not associated with the Railroad Crossing Symbol will be an additional element of the item.

- a) East Lone Tree Rd, 2 symbols and 2 stop bars
- b) East Lake St, 1 symbol and 2 stop bars
- c) Leversee Road, 2 symbols and 2 stop bars
- d) Dunkerton Road, 2 symbols and 2 stop bars
- e) Independence Ave, 2 symbols and 2 stop bars
- f) Hwy 57 & Center St, 2 symbols and 2 stop bars
- g) Rail Way Center St. north side, 2 symbols, 2 stop bars
- h) Rail Way Center St. south side, 2 symbols, 2 stop bars
- i) North Main St/Big Woods Rd, 2 Stop bars
- j) Frontage Rd to the Ice house, 2 stop bars
- k) 2nd St, 2 stop bars
- I) 3rd St, 2 stop bars
- m) 4th St, 2 stop bars
- n) Tremont St, 4 stop bars
- o) Franklin St,2 stop bars
- p) Clay St, 2 stop bars
- q) Washington St, 2 Stop bars
- r) Main St, 2 stop bars

Item No. 3.A- School Crosswalk Sets and Stop Bars:

A cross walk set shall mean the two parallel lines that run from curb to curb or edge of roadway to edge of roadway. The perpendicular connecting line between the Stop Bar and the crosswalk shall be eliminated. A stop bar shall include all lanes per direction. A stop bar that covers one lane shall be counted the same as a stop bar that covers three lanes. Note:* All items in this list are subject to the damages to owner clause.

- 1. 3900 Rownd St --- 1 set, 2 stop bar (at signal in front of school)
- 2. 2400 Rainbow Dr --- 1 set, 2 stop bars (at signal in front of school)
- 3. 2300 Hawthorne Dr --- 4 set, 4 stop bars
- 4. 500 E Seerley Blvd --- 1 set, 2 stop bars (front of School)
- 5. Valley Park Dr & E Seerley Blvd,---4 sets & 4 stop bars
- 6. Valley Park Dr & Melrose Dr---2 sets, 2 stop bars
- 7. Valley Park Dr & Madison St---1 set, 1 stop bar
- 8. Valley park Dr & Market St--- 2 sets, 2 stop bars
- 9. Valley Park Dr & Waterloo Rd--- 2 sets,1 stop bar
- **10.**Center St & Green Ave --- 1 set (international) 2 stop bars, 2 sharks teeth(at signal)
- 11. Orchard Dr. & Boulder Dr. --- 3 sets, 3 stop bars(at signal)
- 12. Green & Fern Ave --- 1 set, 1 stop bar
- 13. Fern & Lantz Av --- 1 set, 1 stop bar
- 14.W 4th St & Angle & Holmes Dr --- 3 sets, 3 stop bars
- **15.**W 4th & Highland --- 1 set (international style)
- 16.500 Holmes Dr --- 1 set, 2 stop bar
- 17. Hudson Rd and Laurel Ct ---1 set, stop bar
- 18. Hudson Rd and 7th St ---1 set, stop bar
- 19. Hudson Rd and 3rd St --- 1 set, 1 stop bar
- 20. W 8th St & Barrington Dr --- 1 set, 2 stop bar
- 21.W 8th St & Warwick Dr --- 1 set, 2 stop bar
- 22.W 8th St Mid-Block---1 set, 2 stop bars
- 23. W 3rd & Franklin St---2 sets, 2 stop bars
- 24. W 7th St & Washington St --- 4 sets, 4 stop Bars
- 25. W 8th St & Washington St --- 4 sets, 4 stop bars
- 26.W 7th St & Clay St --- 4 sets, 4 stop bars
- 27.W 8th St & Clay St --- 4 sets, 4 stop bars
- 28. W 9th & Clay St 4 sets, 2 stop bars
- 29. W 6th St & Franklin St --- 4 sets, 4 stop bars
- 30.W 7th St & Franklin St --- 3 sets, 3 stop bars
- 31.W 8th St & Franklin St --- 3 sets, 3 stop bars
- 32.W 6th & Tremont St 4 sets, 2 stop bars
- 33.W 8th St & Tremont St --- 4 sets. 4 stop bars
- 34. W 7th St & Tremont St --- 4 sets. 4 stop bars
- 35. W 7th St & Walnut St 4 sets, 2 stop bars
- 36. W 8th St & Walnut St 4 sets. 2 stop bars
- 37.W 9th & Walnut St 4 sets, 2 stop bars
- 38.W 7th St & College St 2 sets, 2 stop bars

Item No. 3.A continued:

```
39. W 8th St & college St – 4 sets, 2 stop bars
40. W 9th St & College St – 4 sets, 2 stop bars
41.800 Main St. --- 1 set, 2 stop bars( at signal)
42. W.12 & Franklin St – 1 set, 2 stop bar
43. W.12 & Clay St—4 sets, 2 stop bars
44. W. 12 & Division – 1 set, 1 stop bar
45. W. 11<sup>th</sup> & Division – 3 sets, 3 stop bars
46. W. 10<sup>th</sup> & Division – 3 sets, 3 stop bars
47. W. 9<sup>th</sup> & Division – 2 stop bars
48. W. 8<sup>th</sup> & Division – 1 set, 4 stop bars
49. Arbors Drive --- 2 sets, (on speed bumps in front of Aldrich School)
50. Rownd St and Valley High--- 4 sets (international)
51. Rownd St and Primrose Dr.--- 4 sets (international)
```

<u>Item No. 3.B- College Hill Crosswalk Sets & Stop Bars:</u>

52. Rownd St and Orchard Dr.--- 4 sets (international)

A cross walk set shall mean the two parallel lines that run from curb to curb or edge of roadway to edge of roadway. The perpendicular connecting line between the Stop Bar and the crosswalk shall be eliminated. A stop bar shall include all lanes per direction. A stop bar that covers one lane shall be counted the same as a stop bar that covers multiple lanes.

W 22nd & College --- 4 sets(Outside colored concrete) 2 stop bars
 W 26th & College St --- 3 sets
 W 25th & College St --- 3 sets
 W Seerley Blvd & College St --- 3 sets, 1 stop bar
 W 22nd and College St --- 2 sets (outside colored concrete)
 W 23rd & Campus St --- 3 sets
 W 23rd St & Merner Ave --- 2 sets
 1000 W 23rd St --- 1 set, 2 stop bars (front of book store)
 1400 W 23rd St --- 1 set, 2 stop bars (mid-block)
 1500 W 23rd St --- 1 set, 2 stop bars (mid-block- Panther and Campbell Hall)
 11.1600 W 23rd St --- 1 set (mid-block by the Health Center)
 12.1700 W 23rd St --- 1 set

Item No. 3.C- Pedestrian Crosswalk Sets & Stop Bars:

13. W 23rd & Indiana --- 1 set, 2 stop bars

A cross walk set shall mean the two parallel lines that run from curb to curb or edge of roadway to edge of roadway. The perpendicular connecting line between the Stop Bar and the crosswalk shall be eliminated. A stop bar shall include all lanes per direction. A stop bar that covers one lane shall be counted the same as a stop bar that covers multiple lanes.

Item No 3.C continued

- 1. 2nd & State St.--- 3 sets, 3 stop bar
- 2. 3rd & State St.--- 3 sets, 1 stop bar
- 3. 4th & State St. ---4 sets, 2 stop bars
- 4. 6th St & State St--- 1 set, 1 stop bar
- 5. Estate & Greenhill Road --- 2 sets, 2 stop bars
- 6. Orchard Hill & Greenhill --- 1 set, 1 stop bar
- 7. Briarwood Hills / Oster Pkwy & Greenhill Road --- 2 sets, 2 stop bars
- 8. Sager Ave and Greenhill Rd --- 1 set, 1 stop bar
- 9. West 1st Street & Highland Drive—2 sets, 3 stop bars
- 10. Orchard Dr. & South Main St 1 set, 1 stop bar
- **11.** 4th St E. 200 Blk (Viking Pump)
- 12. West 1st Street & N. Union Rd 1 set, 4 stop bars
- **13.** South Main St. and Jennings Dr. 2 sets (international)
- **14.** Waterloo Rd. & Royal Dr. 1 set (international), 2 stop bars Royal Dr. & Melrose Dr. 1 stop bar, 1 solid lane line, 2 left turn arrows, 2 Strt/Rt arrows
- **15.**University Ave Midblock crosswalk, between IA 58 and Boulder Dr. -2 sets (international), 2 sets of Sharks teeth
- **16.** University Ave Midblock crosswalk, between Cedar Heights Dr. and Midway Ave.--- 2 sets (international), 2 sets of Sharks teeth.
- 17. Eric Rd & Arbors --- 3 sets (hashed) 1 stop bar
- **18.** Eric Rd & Red Oak 2 sets (hashed)
- 19. Eric Rd & Applewood --- 2 sets (international)
- **20.** Eric Rd & Ironwood --- 4 sets (international)
- 21. Eric Rd & Meadowlark --- 2 sets (international)

<u>Item No. 3.D- Signalized Intersection Crosswalk Sets, Stop Bars and Arrows:</u>

A cross walk set shall mean the two parallel lines that run from curb to curb or edge of roadway to edge of roadway. The perpendicular connecting line between the Stop Bar and the crosswalk shall be eliminated. A stop bar shall include all lanes per direction. A stop bar that covers one lane shall be counted the same as a stop bar that covers multiple lanes. Each turn lane shall have two arrows per lane all ONLY markings are being omitted. The following abbreviations shall apply to the arrow markings; LT = left Turn arrow, RT = right turn arrow, STRT = straight arrow

- 1. 1st St & Main St --- 3 sets (international), 1 set, 4 stop bars, 4 LT
- 2. 1st St & Franklin --- 4 sets, 4 stop bars, 4 LT, 4 STRT/LT, 4 STRT/RT
- 3. 1st St & Magnolia Dr. --- 4 sets, 4 stop bars, 5 LT, 2 STRT/LT, 2 RT
- 4. 6th St & Main St --- 4 sets, 4 stop bars, 1 LT, 2 RT, 2 STRT/LT, 2 STRT/RT
- 5. 12th St & Main St --- 4 sets, 4 stop bars, 2 LT, 2 STRT/RT
- 6. 18th St & Main St --- 4 sets, 4 stop bars, 4 LT, 2 RT
- 7. Seerley and Main St -- 4 sets, 4 stop bars, 4 LT, 3 STRT/LT, 2 RT

Item No 3.D continued:

- 8. 18th and Waterloo Rd --- 5 sets, 4 LT
- 9. Highway 58 & Ridgeway Ave --- 1 set, 2 stop bars, 4 LT (only on Ridgeway Ave)
- 10. Highway 58 & Greenhill Rd --- 1 set, 2 stop bars, 4 LT (only on Greenhill Rd)
- **11.** Highway 58 & 18th St --- 4 sets, 6 Stop bars, 4 LT
- 12. Highway 58 & Waterloo Rd --- 4 sets, 6 Stop bars, 4 LT
- 13. University Ave & Main St --- 4 sets, 4 stop bars, 8 LT, 2 RT
- 14. Hudson Rd & Technology Pkwy ---4 Sets, 4 Stop bars, 8 LT, 2 RT, 2 STRT
- 15. Hudson Rd & Erik Rd 4 Sets, 4 Stop Bars, 8 LT, 4 STRT/RT
- 16. Hudson Rd & Viking Rd --- 4 sets, 4 stop bars, 9 LT, 5 RT
- 17. Hudson Rd & Greenhill Rd --- 3 sets, 4 stop bars, 4 LT, 2 RT
- 18. Hudson Rd & University Ave --- 2 sets, 4 stop bars, 8 LT
- 19. Hudson Rd & 31st St --- 1 set, 2 stop bars
- 20. Hudson Rd & 27th St --- 4 sets, 4 stop bars, 4 LT, 2 RT, 2 STRT/LT, 2 STRT/RT
- 21. Hudson Rd & 23rd St --- 1 stop bar, LT, 2 RT
- 22. Hudson Rd & 18th St --- 3 sets, 4 stop bars, 4 LT
- 23. Hudson Rd & 12th St --- 2 sets, 4 stop bars, 4 LT, 2 RT
- 24. Hudson Rd & 8th St 4 sets, 4 stop bars, 4 LT
- 25. Hudson Rd & 4th St --- 4 sets, 4 stop bars, 4 LT
- 26. Hudson Rd & 1st St --- 1 set, 3 stop bars, 2 LT, 2 RT
- 27.23rd & College ---3 sets, 3 stop bars, 2 LT
- 28. University Ave & Campus St --- 2 set, 4 stop bars, 4 LT, 2 RT
- 29. University Ave & College St --- 4 sets, 4 stop bars, 4 LT, 2 RT
- 30. University Ave & Rownd St---4 sets, stop bars, 4 LT, 2 RT
- 31. Greenhill Rd & Rownd St. 4 sets, 4 stop bars, 6 LT
- 32. Greenhill Rd. & Prairie Pkwy, 4 sets, 4 stop bars
- 33. Greenhill Rd & S Main St --- 4 sets, 4 stop bars, 4 LT
- 34. Nordic and Ridgeway --- 2 sets, 4 stop bars 6 LT, 1STRT, 1RT
- 35. Viking and Nordic--- 2 sets, 4 stop bars, 4LT, 2STRT/RT. White hashed median on West side. 1 yellow hashed median on east side. 1 yellow hashed median on east side continued to Hwy 58 intersection.
- 36. Viking and Hwy 58--- (Viking Rd only) 8 sets, 4 stop bars, 4RT, 8LT,4 STRT, All white hashes for turn lane guidance, yellow hashed median on east side of intersection to Andrea Dr.
- 37. Viking Rd and Andrea Dr. --- 4 sets, 4 stop bars, 4 RT, 12 LT, 5 STRT, 4 STRT/LT. White hashed median on east side, all white hashes for turn lane guidance.

Item No. 4. - Roundabouts:

All items are to be painted twice. They shall be painted as soon as possible after the notice to proceed is given and again between October 4th 2021 & November 12th 2021 Payment for the second painting shall be invoiced separately.

Item No. 4 continued:

- a. Cedar Heights and Viking Road (complete intersection, all lane markings, yellow and white lines, painted out to long lines and ped crossings)
- b. Ridgeway Ave and Chancellor Dr. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and ped crossings)
- c. Brandilynn Blvd. and Prairie Pkwy. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and ped crossings)
- d. Prairie Pkwy & Prairie View Rd.. (complete intersection, all lanes markings, yellow and white lines, painted out to long lines and ped crossings)
- e. .University Ave and Greenhill Road. (complete intersection, all lane markings, yellow and white lines painted out to long lines and international line ped crossings.)
- f. University Ave and Hwy 58 Dog bone Interchange (complete intersection, all lane markings, yellow and white lines, painted out to long lines and international line ped crossings)
- g. University Ave & Boulder Dr. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and international line ped crossings)
- h. University Ave & Holiday Rd. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and international line ped crossings)
- i. University Ave & Waterloo Rd. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and international line ped crossings)
- j. University Ave & Cedar Heights Dr, (complete intersection, all lane markings, yellow and white lines, painted out to long lines and international line ped crossings)
- k. Ridgeway Ave & Goldfinch Dr. (complete intersection, all lane markings, yellow and white lines, painted out to long lines and international line ped crossings)

Item No. 5. - Bike Lane White Lines, Arrows and Sharrows

a. Clay St. - 1st to 18th St.

All sharrows, arrows and white lines from 1st St to 18th St.

Rownd St. - Rainbow Dr. to Greenhill Dr.
 South Bound; all sharrows and white lines
 North Bound; all sharrows

c. Seerly Blvd. – College St to Grove St East Bound; all sharrows West Bound; all sharrows

 d. Valley Park - Waterloo Rd to University Ave South Bound; all sharrows with white lines North Bound; all sharrows

e. 18th St – College St to Franklin St East Bound; all sharrows West Bound; all sharrows

f. College St – 12th St to 20th St South Bound; all sharrows and white lines North Bound; all sharrows and white lines

g. Center St – Cedar River bridge to Clair St North Bound; all sharrows and white lines, include both sides of bike path South Bound; all sharrows and white lines, include both sides of bike path

h. Boulder Dr - Idaho Dr. to Orchard Dr. North Bound; all sharrows South Bound; all sharrows

i. State St. – 2nd St to Waterloo Rd. North Bound; all sharrows South Bound; all sharrows

j. 12th St. – Clark St to Tremont St.
 East Bound; all sharrows
 West Bound; all sharrows and white lines

Item No.6 Parking Lots:

- a. Lot D --- State St & E. 2nd St. (white lines **only**, yellow lines are private)
 - b. Lot O --- Olive St & W 23rd St. (all white and yellow lines)

NON-COLLUSION AFFIDAVIT OF BIDDER

| STATE OF Jowa |
|---|
| COUNTY OF POIK SS |
| being first duly sworn, deposes and says that: |
| (1) Person is |
| Quality Stiping, True, the Bidder that has submitted the attached bid: |
| (2) Person is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid: |
| (3) Such bid is genuine and is not a collusive or sham bid: |
| (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or, to fix any overhead, profit or cost element of the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, lowa, or any person interested in the proposed contract; and |
| (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant. Signed |
| Subscribed and sworn to before me |
| this 8+4 day of April , 2021 |
| Contract Arom. |
| My Commission expires F/21/2022 RONDA L HOYLE Commission Number 198029 My Commission Expires |

FORM OF PROPOSAL PAVEMENT MARKINGS CITY OF CEDAR FALLS, IOWA

The undersigned hereby certifies that Quality Striping Inchave personally and carefully examined the specifications, and general conditions, annexed hereto. Having made such examination, the undersigned hereby proposes to perform the improvements for the Pavement Symbol and Crosswalk Painting in accordance with the plans and specifications on file in the Public Works Office, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, at the following prices, to-wit:

| Item | | Item Unit Prices | | rices | | Unit Price Extensions | |
|-------|--|------------------|---------|-------|---------|--------------------------|--|
| No. | Description | and Units | Dollars | Cents | Dollars | Cents | |
| 1 | Parking Stalls and Curb(s), Items 1.a through 1.l | Lump sum | | / | 1,500 | 00 | |
| 2 | Rail Road Crossing Symbols and Stop Bars Items 2.a through 2.r | Lump sum | | | 1,490 | 00 | |
| 3.A * | School Pedestrian Crosswalks and Stop Bars Items 3.A.1 through 3A.52 | Lump sum | | | 5,377 | 00 | |
| 3.B | College Hill Crosswalks & Stop Bars Items 3.B.1 through 3.B.13 | Lump sum | | | 1,540 | 00 | |
| 3.C | Pedestrian Crosswalks & Stop Bars Items 3.C.1 through 3.C.21 | Lump sum | | | 2,150 | 00 | |
| 3.D | Signalized Intersection Crosswalks, Stop Bars and Arrows Items 3.D.1 through 3.D.37 | Lump sum | | | 10,640 | 00 | |
| 4 | Roundabouts Items 4.a Through 4.k | Lump sum | | | 12,920 | OD | |
| 5 | Bike Lane White Lines, Arrows and Sharrows Items 5.a through 5.j | Lump sum | | | 8,080 | DO | |

| Item | | Item Quantity | | | Unit Price Extensions | |
|------|-------------------------------|------------------|---------|-------|--------------------------|-------|
| No. | Description | and Units | Dollars | Cents | Dollars | Cents |
| 6 | Parking Lots Items A and B | Lump sum | | | 300 | 00 |

| TOTAL BID | Dollars | Cents |
|-----------|---------|-------|
| | 43,997 | 00 |

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one Bidder. Bids shall be submitted for all of the items. The successful Bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item. The Owner reserves the right to add or delete individual items from these specifications without limitation.

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

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

The Bidder has filled in all blanks on this Proposal.

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

Name of Bidder

Kenny Tadych

By

Title

1704 E Euclid Ave.

Official Address

Title

FORM OF CONTRACT

| This contract entered into at Cedar Falls, | lowa, this day of |
|---|--|
| | Falls, Iowa, hereinafter called the City, and of, hereinafter called |
| the Contractor. | |
| WITNESSETH: | |
| complete the Pavement Symbol, Parking I Cedar Falls, Iowa, shown and described in the Public Works Department of said City. Said improvement will be performed strictly | ifications for said Project attached hereto will |
| Instructions to Bidders Detailed Specifications Non-collusion Affidavit of Print Certificate of Insurance Proposal This Instrument | ne Bidder |
| | |
| Rode Woyle Contractor | Date: 4/13/2021 |
| CITY OF CEDAR FALLS, IOWA | |
| By Rob Green, Mayor | Date: |
| ATTEST: | |
| Jacque Danielson, MMC | Date: |



CERTIFICATE OF LIABILITY INSURANCE

| DATE (MI 04/12 |
|-------------------|
| 04/12 |

Item 20.

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

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

| 3 | | | | | | |
|---|----------------|--|------|-------|--|--|
| PRODUCER | 1-800-247-7756 | CONTACT Deb Burrows | | | | |
| Holmes Murphy & Assoc - WDM | | PHONE (A/C, No, Ext): 515-223-6910 FAX (A/C, No) | | | | |
| PO Box 9207 | | E-MAIL ADDRESS: DBurrows@HolmesMurphy.com | | | | |
| | | INSURER(S) AFFORDING COVE | RAGE | NAIC# | | |
| Des Moines, IA 50306-9207 | | INSURER A: BURLINGTON INS CO | | 23620 | | |
| INSURED Quality Striping, Inc. dba DPLM | | INSURER B: BITCO General Insurance Corporation 20095 | | | | |
| | | INSURER C: NAVIGATORS SPECIALTY IN | S CO | 36056 | | |
| 1704 E. Euclid Avenue | | INSURER D : | | | | |
| | | INSURER E : | | | | |
| Des Moines , IA 50316 | | INSURER F # | | | | |
| | | | | | | |

| COVERAGES | CERTIFICATE NUMBER: 61929620 | REVISION NUMBER |
|-----------|------------------------------|-----------------|
| | | |

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

| | CCLUSIONS AND CONDITIONS OF SUCH | Line and Company | | | | | | |
|-------------|---|------------------|-------------|---------------------------|----------------------------|----------------------------|--|--------------|
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | S |
| A | X COMMERCIAL GENERAL LIABILITY | | | 860BW58935 | 07/09/20 | 07/09/21 | EACH OCCURRENCE | \$ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | X \$2,500 Ded | . (| | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | POLICY X PRO- JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | OTHER: | | | | | | | \$ |
| В | AUTOMOBILE LIABILITY | | | CAP3696082 | 07/09/20 | 07/09/21 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | X ANY AUTO | | | | 1 | | BODILY INJURY (Per person) | \$ |
| | OWNED SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | HIRED NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| С | UMBRELLA LIAB X OCCUR | | | HO20EXCZ02EQNIC | 07/09/20 | 07/09/21 | EACH OCCURRENCE | \$ 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$ 5,000,000 |
| | DED RETENTION\$ | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC3696081 | 07/09/20 | 07/09/21 | X PER OTH- STATUTE ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE TAN | N/A | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| - 0 | (Mandatory in NH) | ,,,, | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | s 1,000,000 |
| В | Inland Marine | | | CLP3696083 | 07/09/20 | 07/09/21 | Contractors Equip. | 6,808,622 |
| | | | | Ded - 3% - \$1,000 Minimu | m/ | | Leased/Rented Equip | 400,000 |
| | | | | \$10,000 Maximum | | | | |

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

RE: QSI Job: 1451 Project: Contract Street and Parking Lot Painting for the City of Cedar Falls
City of Cedar Falls is included as an Additional Insured with respect to the General Liability on a primary and
non-contributory basis when required by written contract or agreement. Waiver of Subrogation applies to the Additional
Insured with respect to the Workers Compensation when required by written contract or agreement. Governmental Immunity
applies.

| CERTIFICATE HOLDER | CANCELLATION |
|---------------------------|--|
| City of Cedar Falls | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| 2200 Technology Pkwy | AUTHORIZED REPRESENTATIVE |
| Cedar Falls, IA 50613 USA | Atwee J. Prohit |

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location and Description Of Completed Operations |
|--|--|
| Any owner, lessee or contractor with whom you have agreed, in a written contract, that such person or organization should be added as an additional insured on your policy, provided such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy. | Any and all of your completed operations. |
| | |
| | |
| | |
| | |
| Information required to complete this Schedule, if not | shown above, will be shown in the Declarations. |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations | | | |
|---|-----------------------------------|--|--|--|
| Any person or organization for whom you are performing operations, but only if you have agreed, in a written contract, to add such person or organization as an additional insured on your policy for that location or part thereof, provided such a written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy. | Any and all covered locations | | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | | | |

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 860BW58935

ENDORSEMENT #: GEN# 1

NAMED INSURED: Quality Traffic Control, Inc.

EFFECTIVE DATE: 07/09/2020

INSURANCE COMPANY: The Burlington Insurance Company

PRODUCER: R-T Specialty, LLC

12404 Park Central Drive

Suite 380

Dallas, TX 75251

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial General Liability Policy

1 of 3

IOWA GOVERNMENTAL ENTITY BLANKET ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule of Governmental Entity(ies):

Any governmental entity with whom you have agreed, in a written contract or written agreement but only when such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy."

A.Who Is An Insured (Section II) is amended to include as an additional insured the governmental entity, shown in the Schedule above and their elected and appointive officials, authorities, employees, volunteers, or the member of any board or commission, but only with respect to liability arising out of "your work" performed by you or on your behalf for that governmental entity.

B.With respect to the insurance afforded to the additional insured(s) scheduled above, Paragraph 4.a., Other Insurance of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

Premium for this Endorsement:

\$0 Included

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

IFG-I-0160 1100 Issue Date: 07/10/2020

POLICY NUMBER: 860BW58935

ENDORSEMENT #: GEN# 1

NAMED INSURED: Quality Traffic Control, Inc.

EFFECTIVE DATE: 07/09/2020

INSURANCE COMPANY: The Burlington Insurance Company

PRODUCER: R-T Specialty, LLC

12404 Park Central Drive

Suite 380

Dallas, TX 75251

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial General Liability Policy

2 of 3

4.Other Insurance

a. Notwithstanding other valid and collectible insurance available to the additional insured for a loss we cover under the Coverage Part, this insurance is primary and non-contributory if such claim, loss or liability is due to the sole negligence of the Named Insured.

However, this endorsement applies only when you are required by written contract, written agreement, or permit to provide primary and non-contributory coverage for the additional insured, provided such written contract, written agreement, or permit is fully executed prior to an "occurrence" in which coverage is sought under this policy.

C.Governmental Immunity

With respect to coverage provided under this endorsement:

- 1. The additional insured status of the governmental entity listed in the schedule of above does not waive any of the defenses of governmental immunity available to the insured in accordance with lowa Code §670.4 as amended;
- 2. Insurance provided under this endorsement shall cover only those claims not subject to the defense of governmental immunity in accordance with lowa Code §670.4 as amended;

| Premium for | r this Endorsement: |
|-------------|---------------------|
| \$0 | Included |

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

IFG-I-0160 1100 Issue Date: 07/10/2020

POLICY NUMBER: 860BW58935

ENDORSEMENT #: GEN# 1

NAMED INSURED: Quality Traffic Control, Inc.

EFFECTIVE DATE: 07/09/2020

INSURANCE COMPANY: The Burlington Insurance Company

PRODUCER: R-T Specialty, LLC

12404 Park Central Drive

Suite 380 Dallas, TX 75251

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial General Liability Policy

3 of 3

- 3. The governmental entity listed in the schedule above shall be responsible for asserting any defense of governmental immunity;
- 4.Until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity we will not deny coverage or deny any rights and benefits accruing to the jurisdiction under this policy; and
- 5.We and the governmental entity in the schedule above agree the preservation of governmental immunities shall not change or alter the coverage available under this policy. D.Amended Cancellation and Non-Renewal Provisions

For the purpose of this endorsement the following changes are made to IOWA CHANGES-CANCELLATION AND NONRENEWAL -IL 02 76 09 08

2. a.; Cancellation Requirements

We may cancel this policy, by providing written notice to the Governmental Entity, at the address listed in the Schedule above, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
- (2) 30 days before the effective date of cancellation, if we cancel for any other reason;

Nonrenewal

If we decide not to renew this policy we will mail or deliver written notice of nonrenewal to the first Named Insured listed on the Declaration and the governmental entity listed in the schedule at least 45 days before the expiration date of nonrenewal.

| Premium for | or this Endorsement: |
|-------------|----------------------|
| \$0 | Included |

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

IFG-I-0160 1100 | Issue Date: 07/10/2020



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, Civil Engineer II, PhD, EI

DATE: April 13, 2021

SUBJECT: Downtown Streetscape and Reconstruction Project

Project No.: RC – 000 – 3180 Project Final Acceptance

The Downtown Streetscape and Reconstruction Project is completed and ready for final acceptance. This project involved the removal and replacement of the Main Street parkade brick pavers from 1st to 3rd street while incorporating an updated design and additional streetscaping components. In conjunction with this update, the two blocks of 2nd and 3rd Street between Main and Washington Street were fully reconstructed, including some sanitary and water main reconstruction, while also incorporating various streetscaping elements. The project was under contract with K. Cunningham Construction, Inc. out of Cedar Falls, Iowa. Attached is the final pay application that releases the retainage held on the construction costs

This project was primarily funded by the "TIF-Downtown". Below is a breakdown of final contract costs and the funding sources utilized:

| Item | Cost |
|--------------------------------|-----------------|
| Design | \$ 315,705.26 |
| Bricks | \$ 294,223.70 |
| CFU Watermain | \$ 107,275.00 |
| CFU Light Poles | \$ 83,114.00 |
| Decorative Lights | \$ 332,531.06 |
| Construction | \$ 2,121,456.27 |
| Private Construction Agreement | \$ 36,574.00 |
| Total | \$ 3,290,879.29 |

| Funding Source | Amount |
|-----------------------|-----------------|
| BHCG Grant | \$ 698,212.00 |
| CMS | \$ 176,519.00 |
| CFU | \$ 190,389.00 |
| TIF-Downtown District | \$ 2,225,759.29 |
| Total | \$ 3,290,879.29 |

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

| K. Cunningham Construction Suppliers: | K. Cunningham Construction |
|---------------------------------------|---|
| Benton's Ready Mixed Concrete Inc. | Subcontractors including subcontractor suppliers: |
| Construction Materials Inc | Benton's Sand & Gravel |
| | - Northern Iowa Construction Products |
| | - Meli, LLC |
| | - Utility Equipment Co. |
| | - BMC Aggregates |
| | - Leymaster Tile |
| | - Iowa Wall Sawing |
| | - Plumb Tech |
| | - Benton's Redi-Mix |
| | K&W Electric Inc |
| | - Cresent Electric Company |
| | - Hoffman & Hoffman Trenching |
| | - Mannat's Inc |
| | - Stetson Building Product |
| | - Terry Durin Co. Inc |
| | - Van Meter, Inc |
| | Laser Line Striping and Sweeping |
| | Matthias Landscapaing Co. |
| | - Victor Stanley |
| | - Gerdes Wholesale Nursery |
| | - Landscape Forms |
| | - Neenah Foundry |
| | Service Signing LC |
| | Terracon |
| | Webb Concrete Inc. |
| | - Benton's Redi-Mix |

I certify that the public improvements for the Downtown Streetscape and Reconstruction Project were completed in reasonable compliance with the project plans and specifications.

Ben Claypool Date

xc: Chase Schrage, Director of Public Works
David Wicke, P.E., City Engineer
Lisa Roeding, Controller/City Treasurer

| Jane 1 | APPL | TRACTOR'S ICATION PAYMENT | | Reta | inange Relea | se | | | Pay Application |
|--|---------------|---------------------------|--|--------------------------------|--------------------------------|---------------------|----------------------------|-------------------------|--------------------------------|
| Downt | own Stree | etscape & Recor | struction | Application Period: | 01/02/21 to | | 03/23/21 | | |
| Project Number: | | RC-000 | -3180 | To (Owner): | City of Cedar | Via (Engineer): | | Ben Claypool | |
| Contract Completic | n Date: | | 11/15/20 | From (Contractor): | K. Cunningham | Co., Inc. | | | Civil Engineer II |
| | Change | Order Summar | | | | | | | |
| | | d Change Order | The second secon | 1. ORIGINAL CONTRACT PR | ICE | 2 5500 5 2 2 | | \$ | 2,219,154.80 |
| Number | | ditions (a) | Deductions (b) | | | | | | |
| 1 | \$ | 40,490.00 | | 2. NET CHANGE BY CHANGI | ORDERS (c) | 6000 F F F | English to a second | \$ | 163,289.60 |
| <u>2</u> | \$ | 33,175.40 | Contract Con | | | | | • | 2 202 444 40 |
| 3 | \$ | 5,968.00 | 4.1 | 3. CURRENT CONTRACT PR | CE ××× | E 60500 3 8 8 8 | | \$ | 2,382,444.40 |
| <u>4</u> 5 | \$ | 35,776.00 | | A TOTAL COMMUNITED AND | STORED TO DATE | | | | |
| <u>5</u> | \$ | | · · | 4. TOTAL COMPLETED AND | | | | ć | 2 211 845 27 |
| 7 | \$ | | \$ - | (Total Column F on Progress Es | imate) | 10201 0 0 0 | T BORDOWN IN IN IN IN INC. | \$ | 2,311,845.27 |
| 8 | Ś | | \$ - | 5. RETAINAGE | | | | | |
| 9 | \$ | | \$ - | •• | ¢ | = W | lark Completed | \$ | - |
| 10 | \$ | | \$ | b. 5% x | \$ | - St | ored Materials | Ś | |
| 11 | 5 | | \$ - | C. Total Retainage (Lin | e 5a + Line 5b) | 0202 2 8 6 | | Ś | * |
| 12 | Ś | | \$ | | | 9235 | 1 N 2000 N T N T N T N | • | |
| 13 | \$ | | \$ - | 6. LIQUIDATED DAMAGES (| HARGED THIS APP | LICATION | | | |
| 14 | \$ | | \$ - | 0 Days X | \$ | 1,500.00 Pe | er Day | \$ | 2 |
| <u>15</u> | \$ | 191 | \$ | | | | | | |
| Totals | \$ | 168,384.60 | \$ (5,095.00) | 7. AMOUNT ELIGIBLE TO DA | ATE (Line 4 - Line 5c - Li | ine 6) | 68 KH 6 KH 63 KH 6 | \$ | 2,311,845.27 |
| | let Chang | e by Change Ord | lers | | | | | | |
| (a) + (b) = (c) | \$ | 51 - J - 500 E | 163,289.60 | 8. LESS PREVIOUS PAYMEN | TS (Line 7 From Prior A | pplication) 🚎 🥫 | orioni kan in con io | \$ | 2,196,253.00 |
| | Contract | or's Certificati | on | | | | | | |
| | | | | 9. AMOUNT DUE THIS APPL | ICATION | | | \$ | 115,592.27 |
| D.C.000m | | | evious progress payments or the Contract have been | | | | | | |
| | | | ate obligations incurred in | 10. BALANCE TO DATE, PLUS | RETAINAGE (Line 7 | + Line 5c) 🌸 🚓 | ******** | \$ | 2,311,845.27 |
| | | | or Payment; (2) title of all | | | | | | |
| | | • | ork or otherwise listed in or ner at time of payment free | 11. % OF COMPLETION | | | | | |
| E AN ESCANOL CONTRACTOR | | • | es (except such are covered | Original Contract Pr | · | 0 ÷ Line 1) | 3 | | 104% |
| | | | gainst such Liens, security | Current Contract Pr | ce (Line 10 | 0 ÷ Line 3) | 5.0 | | 97% |
| interest or encumbrance is in accordance with the | | | his Application for Payment | i | | | West man in a sum | | |
| m accordance with the | . Contract DC | coments and is not (| ac, ccuvc. | Payment of: | \$ | | 115,592.27 | Line 9 or Other: Attacl | h Explanation if Other Amount) |
| 5 15 | , | | | | 10 | | 2.4 | | |
| By (Contractor |): | Se Che | en | Is Respectufully Submitted: | Den | rjamin Ci | laypool | | 3/26/21 |
| Date: 3/24/2 | | | | | -//- | aypool, Civil Engir | /// | | Date |

Item 21.

| Downtown Streetscape & Reconstruction | | | A | pplication Period | | 2/21 | to | 03/2 | 3/21 | | Application Date: | 03/2 | 3/21 | _ | |
|---------------------------------------|--|-----------|--|----------------------------|-----------------------------|---|--|-------------------------|--|--------------------------------------|---|--|-----------------------------------|-----------------------------|------------|
| oject Number | RC-000-3180 | | STORY THE PARTY OF | | | | | City of Cedar Fal | | | | эуроо! | pol | | |
| intract Comple | | 11/15/20 | | F | rom (Contractor) | | K, | Cunningham Co. | , Inc. | | | | Civil Eng | gineer ii | =: |
| A | B Item | 1 0 | D | E | , f | G | H | | 1 1 | × | The state of | M | N | 0 | 4 |
| Bid Item Number | Description | Unit | Bid Quantity | Unit Price | Bid Value | Previous Pay Application Quantities | Current Pay Application Quantities | Application Value (ExH) | Extimated Quantity installed (G+H) | Total Completed Value (ExJ) | Value of Materials Presently Stored (Column M on Stored Materials) | Total Completed and Stored to Date (X+1) | % Original Contract (M(+F) | Balance to Date (F-M) | THE STREET |
| 1 | Clearing and Grubbing | LS | 1 | \$ 1,600.00 | | | - 24 | \$ - | 1.00 | 1,600.00 | 5 - | \$ 1,600.00 | 100% | \$ - | |
| 3 | Topsoil, Off-site Excavation, Class 10 | CY | 80 844 | | \$ 6,000.00 | | | 5 - | 80.00 | 6,000.00 | \$ | \$ 6,000.00 | 100% | | \Box |
| 4 | Excavation, Class 13 | CY | 355 | \$ 12,00 \$ 15,00 | 5 10,128.00 5 5,325.00 | | | s - | 844.00 | | 5 . | \$ 10,128.00 | 100% | | 20 |
| 5 | Below Grade Excavation (Core Out) | CY | 1040 | \$ 42.00 | | | | \$ - | 64.10 | | \$. | \$ 2,692.20 | 6% | | |
| 6 | Subgrade Preparation, 12" Depth | SY | 3915 | \$ 2.00 | 5 7,830.00 | 3,915.00 | | \$ - | 3,915.00 | | 5 - | \$ 7,830.00 | 100% | | _ |
| 7 | Subbase, 8" Modified | SY | 3915 | 5 9.00 | | | | 5 - | 3,970.90 | | 5 | \$ 35,738.10 | 101% | | (0) |
| 9 | Subbase, 8" 3/4" Road Stone Subbase, 2", 3/4" Road Stone | SY | 1586 3148 | \$ 8.30 | | | | \$ | 1,586.00 | | 5 . | \$ 13,163.80 | 100% | | _ |
| 10 | Compaction Testing | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | | | s - | 3,148.00 | | \$. | \$ 19,675.00 | 100% | | - |
| 11 | Sampling and Testing For Petroleum Contamination (Remediation) | EA | 5 | \$ 2,500.00 | | | | \$ - | 1.00 | | | \$ 2,500.00 | 20% | | 10 |
| 12 | Excavation and Disposal of Contaminated Soil | CY | 207 | - | \$ 25,875 00 | | - 38 | \$ - | | | \$ (4) | \$ - | 0% | | |
| 13 14 | Trench Foundation | TON | 245 | \$ 25.90 | | | | \$ - | | | \$. | 5 - | 0% | | _ |
| 15 | Trench Compaction Testing Sanitary Sewer, Trenched, Solid Wall PVC SDR 26, 10" | LS | 6 | \$ 3,000,00 | \$ 3,000.00 \$ 450.00 | | | s . | 6.00 | | 5 | \$ 3,000.00 \$ 450.00 | 100% | | _ |
| 16 | Sanitary Sewer, Trenched, Solid Wall PVC SDR 26, 12" | LF. | 316 | | 5 18,960.00 | | | \$ | 316.00 | | | \$ 18,960.00 | 100% | | _ |
| 17 | Sanitary Sewer, Trenched, Solid Wall PVC SDR 26, 15" | LF | 6 | \$ 100.00 | | | | \$. | 6.00 | | | \$ 600.00 | 100% | | |
| 18 | Sanitary Sewer, Trenched, Solid Wall PVC (ASTM F 679), 18" | LF | 6 | | \$ 750.00 | | | \$. | 6.00 | | | \$ 750.00 | 100% | | |
| 19 20 | Sanitary Sewer, Trenched, Solid Wall PVC (ASTM F 679), 24" | LF EA | 8 | | \$ 8,000.00 \$ 13,500.00 | 7.00 | | \$ - | - 3 | | \$ | | 0% | | |
| 21 | Sanitary Sewer Service Stub, PVC SDR 23,5, 4" Removal of Sanitary Sewer, All Types, All Sizes | LF | 342 | - | \$ 13,500.00 \$ 2,394.00 | 3.00 | 241 | \$ · | 3.00 | | \$. | \$ 8,100.00 \$ 2,338.00 | 60% 98% | | |
| 2.2 | Storm Sewer, Trenched, PVC, 10" | LF | 9 | NO | \$ 324.00 | | | 5 - | 9.00 | | | \$ 324.00 | 100% | | _ |
| 23 | Storm Sewer, Trenched, RCP, 15" | LF | 417 | \$ 55.00 | 5 22,935.00 | | - 14E | 5 . | 417.00 | | | | 100% | | _ |
| 24 | Storm Sewer, Trenched, RCP, 24" | LF | 112 | | \$ 8,400,00 | | | \$. | 43.00 | | | \$ 3,225.00 | 38% | | 10 |
| 25 26 | Removal of Storm Sewer, All Types, All Sizes Subdrain, Type S, Corrugated Exterior and Smooth Interior Polyethylene, 6* | UF / | 340 2756 | \$ 10.00 | | | | 5 - | 340.00 | | | \$ 3,400.00 | 100% | | - |
| 27 | Subdrain Cleanout, Type A-1, 6" | EA | 10 | S 10.75 S 550.00 | | | | \$. | 2,334.80 | | | \$ 25,099.10 \$ 7,150.00 | 85% 130% | \$ 4,527.9 | |
| 28 | Subdrain Outlets and Connections, CMP, 8" (Per CF Detail CFD.01) | EA | 44 | | \$ 8,800.00 | 27.00 | | s . | 27.00 | | | \$ 5,400.00 | 61% | | |
| 29 | Watermain, Trenched, Polywrapped DIP Class 52 w/ Tracer Wire, 6" | LF. | 20 | \$ 45.00 | \$ 900.00 | | | 5 - | 18.00 | | | \$ 810.00 | 90% | | |
| 30 | Watermain, Trenched, Polywrapped DIP Class 52 w/ Tracer Wire, 8" | LF | 787 | - | \$ 39,350.0D | | | 5 . | 766 50 | | \$ - | \$ 38,325.00 | 97% | | |
| 31 32 | Fitting Ductile Iron, All Sizes | LBS EA | 1280 | \$ 8,00 | | | | \$ - | 1,366.00 | | | \$ 10,928.00 | 107% | | |
| 33 | Fitting, Mechanical Joint Restraint Gland or Gasket, 8" Water Service, Copper, Type K, 2" with Curb Stop | EA | 2 | \$ 125.00 \$ 2,500.00 | \$ 1,000.00 \$ 5,000.00 | | | s - | 35.00 | | | \$ 4,375.00 \$ 2,500.00 | 438% | | |
| 34 | Water Service, Copper, Type K, 1" with Curb Stop | EA | 4 | | \$ 8,000.00 | | | \$ - | 7.00 | | s - | \$ 14,000.00 | 175% | 5 (6,000.0) | |
| 35 | Gate Valve, 8" | EA | 3 | \$ 2,000.00 | | | | \$ - | 7.00 | | 5 - | \$ 14,000.00 | 233% | \$ (8,000.00 | (0) |
| 36 | Gate Valve, 12" | EA | 1 | - | \$ 2,800.00 | | | \$ | 1.00 | | | \$ 2,800.00 | 100% | s - | 1 |
| 37 | Flushing Device (Blowoff), Temporary, 4" Fire Hydrant Adjustment | EA EA | 3 | \$ 3,700.00 | \$ 3,700.00 \$ 2,400.00 | | | \$. | 1.00 | | \$ - | \$ 800.00 | 33% | | |
| 39 | Valve Box Removal | EA | 2 | \$ 500.00 | | | | 5 | 2.00 | | | \$ 1,000.00 | 100% | | _ |
| 40 | Manhole, SW-301, Circular Sanitary, 48" | EA | 1 | | \$ 5,000.00 | 1.00 | | \$ | 1.00 | | | \$ 5,000.00 | 100% | | T |
| 41 | Manhole, SW-401, Circular Storm, 48" | EA | 1 | \$ 4,200.00 | | | | \$. | 1.00 | | - | \$ 4,200.00 | 100% | | _ |
| 42 43 | Manhole, SW-401, Circular Storm, 48", Special | EA EA | 9 | \$ 4,200,00 \$ 3,400.00 | \$ 4,200.00 \$ 30,600.00 | | | 5 . | 9.00 | | 5 - | \$ 4,200.00 \$ 30,600.00 | 100% | \$ - | _ |
| 44 | Intake, SW-501, Single Grate Intake, SW-511, Rectangular Area Intake | EA | 4 | | \$ 14,400.00 | | | \$ · | 4.00 | | 5 | \$ 14,400.00 | 100% | | _ |
| 45 | Intake, Nyoplast Drain, Rectangular Sidewalk Area Intake, 12" | EA | 2 | 5 1,400.00 | | | | \$ | 2.00 | | | | 100% | | |
| <u>46</u> | Manhole or Intake Adjustment, Minor | EA | 5 | \$ 850,00 | | | | \$. | 2.00 | | \$ - | | 40% | | |
| 47 | Connection to Existing Manhole or Intake | ÉA | 8 | \$ 500,00 | | | | \$. | 7.00 | | | | 88% | | |
| <u>48</u> | Remove Intake | EA EA | 6 | \$ 1,000.00 | \$ 2,000.00 | | | \$ - | 6.00 | | | \$ 1,000.00 \$ 4,200.00 | 50% | | _ |
| 50 | Pavement, PCC, 8" | SY | 3609 | \$ 54.25 | | | | | 3,838.10 | | | | 106% | | _ |
| 51 | Curb and Gutter, 6" Width, 6" Thickness | LF | 480 | 5 41.85 | | | | \$ - | 279.20 | 11,684.52 | \$ - | 5 11,684.52 | 58% | | |
| 52 | PCC Base, 2'x2'x2', Non-reinforced | CY | 2 | | \$ 6,750.00 | 1,50 | | \$ - | 1.50 | | | \$ 6,750.00 | 100% | | - |
| 53 54 | Removal of Sidewalk | SY SY | 4720 95 | S 15.00 | | 4,720.00 | | s - | 4,720.00 | | | \$ 70,800.00 | 100% | | 4 |
| 55 | PCC Sidewalk, 4" | SY | 30 | \$ 107.00 | 127100 | 95.00 45.56 | | \$ - | 95.00 S | 427.50 | | \$ 427.50 \$ 4,874.92 | 100% | | 123 |
| <u>56</u> | Brick/Paver Sidewalk with 8" Pavement Base | SY | 150 | | 5 38,250.00 | | - | 5 - | 150.00 | 38,250.00 | | \$ 38,250.00 | 100% | | 1 |
| <u>57</u> | Driveway, Paved, PCC,7" | SY | 95 | \$ 85.00 | \$ 8,075.00 | | | \$ - | 115.40 | | | \$ 9,809.00 | 121% | \$ (1,734.00 | |
| <u>58</u> | Brick/Paver Sidewalk (Install Only) | SY | | \$ 68.00 | | | | s - | 4,861.20 | | | \$ 330,561.60 | 105% | | |
| 59 60 | Subbase Over-excavation Pavement Removal | TON | | \$ 30.00 | | | | \$ - | 52.30 S | | | | 28% 100% | | _ |
| 61 | Painted Pavement Markings, Solvent/Waterborne | STA | 3901 11 | \$ 5.00 | | | | | 3,901.00 | | | | 114% | | _ |
| 62 | Painted Symbols and Legends | EA | 4 | \$ 40.00 | | | | | 2.00 | | | | 50% | | |
| 63 | Temporary Traffic Control | LS | | \$ 25,000.00 | \$ 25,000.00 | 1.00 | # 1 | | 1.00 | 25,000.00 | \$ - | \$ 25,000.00 | 100% | \$ - | |
| 64 | Safety Fence With Detectable Edging | LF | | \$ 7.25 | | | | | 797.00 | | | | 22% | | |
| 65 66 | Plants SWPPP Management | LS | | \$ 65,000.00 | | | | | 1.00 | | | | 100% | | |
| 67 | Inlet Protection Device | LS EA | 26 | \$ 7,500.00 \$ 145.00 | | | | | 1.00 | | | | 100% | | 101 |
| 68 | Inlet Protection Device, Maintenance | EA | 12 | | \$ 600.00 | | | | 34.00 | | | | 0% | | |
| 69 | Granular Backfill Material | TON | | \$ 20.00 | | | | | 200.00 | | | | 51% | | |

CONTRACTOR'S APPLICATION FOR PAYMENT

| Item | 2 | 1 |
|------|---|---|
| | | |

| March Marc | A | | C | D | 1 | E B H | G | Н | | | | | M | N. | Item 2 |
|--|------|--|------|--------|-------------------|---------------|-------------|-------------|----------------------|--------------------|--------------------|----------------------------------|-----------------------|---|-----------------------|
| A | Item | Hem Description | Unit | - | | | Application | Application | Application Value | Quantity Installed | Completed Value | Presently Stored (Column M on | and Stored to Date | Contract | Balance to Date (F-M) |
| 1. | 71 | Demolition Work | CY | 26 | \$ 495.00 | \$ 12,870.00 | 26,00 | | s - | 26.00 | \$ 12,870.00 | S | 5 12.870.00 | 100% | s - x |
| A. | | Mobilization | LS | 1 | \$ 290,000.00 | | | 7.50 | s - | | | | | | s x |
| Progress Comment of the Comment | | | LS | 1 | \$ 5,000.00 | \$ 5,000.00 | 1.00 | | \$ - | 1.00 | 5 5,000.00 | 5 | 5 5,000.00 | 100% | 5 - X |
| Page Company Company Annual 1 | | | | | | | | | | | \$ 5,000.00 | | \$ 5,000.00 | 100% | 5 - X |
| Temporal Account Association 1.5 1.5 2.00000 3.000000 3.000000 3.0000000000 | | | | 1 | | | | | | | | | | | |
| 28 | | | | 1 | | | | | | | | | | | |
| 1. | | | _ | | | | | | | | | | | | |
| Section Sect | | | | | | | | | | | | | | | |
| Page Control Contr | | | | - | | | | | | | | | | | |
| 1. | | and the state of t | | | 9 000,00 | | | | No. | | | | | | (8,400.00) X |
| 10 State Management 10 State 10 | | | | | | | | | | | | | | | |
| Section Process Section Sect | | | | | | | | | | | | | | | |
| Section Sect | | | | | | | | | | | | | | | |
| Section Sect | 8001 | | _ | | | | | | | - | | -1 | | | |
| ## ## ## ## ## ## ## ## ## ## ## ## ## | | 302 Main Watermain Service (ITC 1) | | | The second second | | | | | | | | | | |
| BOS Converse Custor Engine (First Conf. Face | | | | | | | | | | | | | | | |
| 8000 About Person Service (Company Company | 8004 | Concrete Collar Footings for Tree Grate Frames (ITC 2) | EA | 5 | | | | | | | | | | | |
| SOUTH SOUTH Reach Page of Life (19 1.5 1.5 1.95, 195, 10 1.00 5 1.00 5 1.925, 20 5 1.995, 30 1.00 5 1.00 | 8005 | | LS | 1 | | | | | | | | | | | |
| April Pape A the New Footney PC 4 A | 8006 | ADA Pushbuttons at 1st Street (ITC 4) | LS | 1 | \$ 1,925.00 | \$ 1,925.00 | 1.00 | | s - | 1.00 | | | | | |
| Section Procedure Proced | 8007 | Concrete Ramp Flare at 1st Street (ITC 4) | LS | 1 | S 1,255,00 | \$ 1,255.00 | 1,00 | 725 | \$ | 1.00 | \$ 1,255.00 | \$. | \$ 1,255.00 | 100% | - X |
| 8010 Out San State Residence (receive (ref. 6) 15 1 2,285.00 2,285.00 1,000 5 1,000 5 2,285.00 5 2,285.00 1,000 5 1, | | Type A Bike Rack Footings (ITC 4) | EA | 14 | \$ 55.00 | \$ 770.00 | 14.00 | - XXX | \$ - | 14.00 | \$ 770.00 | \$ | \$ 770.00 | | |
| Section Sect | | | | 1 | \$ 385,00 | \$ 385.00 | 1,00 | 30 | \$. | 1.00 | \$ 385.00 | \$. | \$ 385.00 | 100% | S - X |
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| 88.01 Seamer Profes Nate External Stress (TCR) Seamer Profes (| | | | | | | | | | | | | | | |
| 80.18 Core DITIC Caboses Stop Water Service through Equination (TC 8) LS 1 S 1,122.00 S L122.00 L100 S S L122.00 S L122.00 L100 S L122.00 S L122.00 L100 S L122.00 L100 S L122.00 S L122.00 S L122.00 L100 S L122.00 S | | | | 1 | | | | | | | | | | | |
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| 8025 Beck Platering Eucliding Foundations for Spliftcent Paver Restraint (TC 10) | | | | | | | | | | | | | | | |
| 8026 30 Main Watermain Service Patching Materials (ITC 10) 5Y 20 \$ (15.50) \$ (310.00) 20.00 \$ \$ \$ 20.00 \$ (310.00) \$ \$ \$ \$ (310.00) \$ \$ \$ \$ \$ (310.00) \$ \$ \$ \$ \$ \$ (310.00) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | 8025 | | | | | | | | | | | | | | |
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| 8028 Stam Tunnel Removal - South of US Bank (ITC 8) 8029 Sump Pit Condut, Pump, and Outset (ITC 11) 15 1.00 \$ 5,040.00 \$ 12,995.00 \$ 1.000 \$ \$. 1000 \$ 5 . 1000 \$ 5 . 5,040.00 \$ - \$ 5,040.00 \$ 1.000 \$ \$. 8030 PCC Edge Restraint At Building Face (ITC 11) 15 254.00 \$ 48.00 \$ 12,192.00 \$ 5 . 254.00 \$ 12,192.00 \$ 5 . 5 . 100 \$ 12,192.00 \$ 5 . 5 . 100 \$ 1.000 \$ \$. 1000 \$ | 8027 | | LS | -1 | \$ (2,500.00) | \$ (2,500.00) | 1.00 | | | | | | | | |
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| 8031 Downsport Connection at Caboose Stop (TC 11) 15 1.00 \$ 319.00 \$ 319.00 \$. | 8029 | Sump Pit Conduit, Pump, and Outlet (ITC 11) | LS | 1.00 | \$ 5,040.00 | \$ 5,040.00 | 1.00 | | \$. | 1.00 | \$ 5,040.00 | 5 | \$ 5,040.00 | 100% | S - X |
| 8032 Additional Signage For Blackhawk Hotel (TC 11) LS 1.00 \$ 230.00 \$ 230.00 1.00 \$ 5 1.00 \$ 5 230.00 5 \$ 230.00 1.00 \$ 5 1.00 \$ 5 230.00 5 \$ 230.00 1.00 \$ 5 1.00 \$ 5 230.00 5 \$ 230.00 1.00 \$ 5 1.00 \$ 5 230.00 5 \$ 230.00 1.00 \$ 5 1.00 \$ 5 230.00 5 \$ 230.00 1.00 \$ 5 1.00 \$ 5 230.00 5 \$ 5 230.00 1.00 \$ 5 1.00 \$ 5 230.00 5 \$ 5 230.00 1.00 \$ 5 1.00 \$ 5 230.00 5 \$ 5 230.00 1.00 \$ 5 1.00 \$ 5 230.00 5 \$ 5 230.00 1.00 \$ 5 1.00 \$ 5 230.00 \$ 5 230.00 1.00 \$ 5 1.00 \$ 5 230.00 \$ 5 230.00 1.00 \$ 5 1.00 \$ 5 230.00 \$ 5 230.00 1.00 \$ 5 1.00 \$ 5 230.00 \$ 5 230.00 1.00 \$ 5 1.00 \$ 5 230.00 \$ 5 230.00 1.00 \$ 5 1.00 \$ 5 230.00 \$ 5 230.00 \$ 1.00 \$ 5 1.00 | 8030 | PCC Edge Restraint At Building Face (ITC 11) | LF | 254.00 | \$ 48.00 | \$ 12,192.00 | 254.00 | - 30 | \$. | 254.00 | \$ 12,192.00 | \$ | \$ 12,192.00 | 100% | 5 - X |
| 8033 Santary Manhole Removal on W 2nd ITC 12) IS 1.00 \$ 6,810.00 \$ 6,810.00 1.00 \$ \$ 1.00 \$ \$ 5,810.00 \$ \$ \$ 6,810.00 1.00 \$ \$ \$ 6,810.00 \$ 1.00 \$ \$ \$ \$ 6,810.00 \$ 1.00 \$ \$ \$ \$ \$ 6,810.00 \$ 1.00 \$ \$ \$ \$ \$ 6,810.00 \$ 1.00 \$ \$ \$ \$ \$ \$ 6,810.00 \$ 1.00 \$ \$ \$ \$ \$ \$ 6,810.00 \$ 1.00 \$ \$ \$ \$ \$ \$ \$ 6,810.00 \$ 1.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | | | | | | | | | | | | | | | |
| 8034 Fill Volds in Foundation Walls (TC 12) LS 1.00 \$ 4,273.00 \$ 4,273.00 \$ 1.00 \$ \$ - 1.00 \$ 4,273.00 \$ \$ 4,273.00 \$ 100% \$ 8035 Concrete Edge Band on W 2nd Street (ITC 12) LS 1.00 \$ 2,095.00 \$ 147,95.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ 100% \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ 100% \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ 100% \$ \$ 14,795.55 \$ \$ 14,795.55 \$ \$ 14,795.55 \$ 100% \$ \$ 14,795.55 \$ \$ 14,795.55 \$ 100% \$ 14,795.55 \$ \$ 14,795.55 \$ 100% \$ 14,795.55 \$ \$ 14,795.55 \$ 100% \$ 14,795.55 \$ \$ 14,795.55 \$ 100% \$ 100% \$ 100 | | Additional Signage For Blackhawk Hotel (ITC 11) | | 1.00 | | | | | | | | 0.00 | | | |
| 8035 Concrete Edge Band on W 2nd Street (ITC 12) LF 427,00 S 34,65 S 14,795,55 427,00 S 427,00 S 14,795,55 S 14,795,55 100% S 8036 Raise Area Drain on East Side of 200 Block (ITC 12) LS 1,00 S 2,095,00 1,00 S 5 1,00 S 2,095,00 1,00 S S 5 1,00 S 2,095,00 1,00 S S 1,00 S 5 1,00 S 1,0 | | | | | | | | | | | | | | | |
| 8036 Raise Area Drain on East Side of 200 Block (ITC 12) LS 1.00 \$ 2,095.00 \$ 2,095.00 \$ 1.00 \$ \$ 2,095.00 \$ 5 - \$ 2,095.00 \$ 100% \$ 8037 HDPE Substitution Across W 2nd Street (ITC 12) LS 1.00 \$ 2,104.00 \$ 2,104.00 \$ 1.00 \$ 5 - \$ 1.00 \$ 2,104.00 \$ 2,104.00 \$ 1.00 \$ 5 - \$ 2,095.00 \$ 5 - \$ 2,095.00 \$ 100% \$ 8038 Concrete Edge Band on E 2nd Street (ITC 13) LS 1.00 \$ 880.00 \$ 5 - \$ 8,099.85 \$ 100% \$ 5 - \$ 8,099.85 \$ 100% \$ 8039 Repair ADA Rampo on W 2nd (ITC 13) LS 1.00 \$ 880.00 \$ 1.00 \$ 5 - \$ 1.00 \$ 880.00 \$ 5 - \$ 880.00 \$ 1.00% \$ 8034 Segling of Twing Benches at Ground ITC 14) LS 1.00 \$ 1,397.00 \$ 1,397.00 \$ 1,397.00 \$ 1,397.00 \$ 1.00 \$ 5 - \$ 1.00 \$ 1,397.00 \$ 1.00% \$ 8034 Segling of Twing Benches at Ground ITC 14) LS 1.00 \$ 1,397.00 \$ 1,397.00 \$ 1.00 \$ 5 - \$ 1.00 \$ 1,397.00 \$ 1.00% | | | | | | | | | | | | | | | |
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| Repair ADA Ramp on W 2nd (ITC 13) S 1.00 S 880.00 S 880. | | | | | | | | | 7.2 | | | | | | |
| 8040 Sealing of Twig Benches at Ground (ITC 14) LS 1.00 \$ 1,397.00 \$ 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 \$ 5 1,397.00 \$ 1.00 | | | | | | | | | | | | | | | |
| 8041 | | | | | | | | | - | | | | | | S - X |
| 8042 Ammenity Relocations (TC 15) LS 1.00 \$ 242.00 \$.242.00 \$.00 - \$. 1.00 \$ 242.00 \$. \$ 242.00 \$. \$. \$ 242.00 \$. \$. \$. \$. \$. \$. \$. \$. \$. | | | _ | | - | | | | | | | | And a second second | | |
| 8043 Concrete Edge Restraint Along 302 Main St (ITC16) LF 83.00 \$ 38.60 \$ 3,203.80 83.00 • \$ • 83.00 \$ 3,203.80 \$ • \$ 3,203.80 \$ 100% \$ 8044 Additional Purchase of Tree Grate From Neenath (ITC16) LS 1.00 \$ 1,765.50 \$ 1,765.50 \$ 1.00 • \$ • 1.00 \$ 1,765.50 \$ • \$ 1,765.50 \$ 100% \$ | | | | | | | | | 15- | | | | | | |
| 8044 Additional Purchase of Tree Grate from Neenath (TC 16) LS 1.00 \$ 1,765.50 \$ 1,765.50 \$ 1.00 - \$ 1.00 \$ 1,765.50 \$ - \$ 1,765.50 \$ 100 \$ 5 | | | | | | | | | | | | | | | |
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| | | | _ | | | | | | | | | | 100 | 111111111111111111111111111111111111111 | |
| Totals 5 2,382,444.40 \$ - \$ 2,311,845.27 \$ - \$ 2,311,845.27 \$ | | | | 2.00 | | | 1.00 | Z | | | | | | 100% | 5 70,599.14 |



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, Civil Engineer II, PhD, EI

DATE: April 15, 2021

SUBJECT: Maintenance and Repair Agreement

Post-Construction Stormwater Management Plan

302 Main Street, Cedar Falls, IA

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement with River Place Properties II LC for 302 Main Street and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

| This Agreement is made and entered into by and between (River Place Proper | ties II LC), |
|--|--------------|
| (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the | day |
| of, 20 | |
| | |

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

- 1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
- 2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.
 - 3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Page 1 of 3

Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

- a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.
- b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.
- 4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.
- 5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.
- 6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.
- 7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

| D. J. |
|---|
| Printed Name & Title: |
| STATE OF Town |
| COUNTY OF Black truck) SS |
| This instrument was acknowledged before me on theday of |
| , 2021 by Kill as White of (River (Printed Name) (Title) |
| Place Properties II LC). |
| Notary Public in and for the State of <u>TA</u> MARCIE BREITBACH Commission Number 795878 My Commission Expires April 28, 2022 City of Cedar Falls, Iowa |
| By: |
| ATTEST: Robert M. Green, Mayor |
| Jacqueline Danielsen, MMC, City Clerk |
| STATE OF) |
| STATE OF) SS COUNTY OF) |
| This instrument was acknowledged before me on theday of, 2021 by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa. |
| Notary Public in and for the State of Iowa |

Page 3 of 3

Exhibit A

Legal Description

Property Address: 302 Main Street Cedar Falls, Iowa 50613

Parcel Number: Black Hawk County Parcel ID (89134-12-254-001)

Legal Description of Property: ORIGINAL PLAT CEDAR FALLS ALL LOT 8 BLK 4 N 22 FT LOT 7 BLK 4

Exhibit B

Stormwater Management Facilities

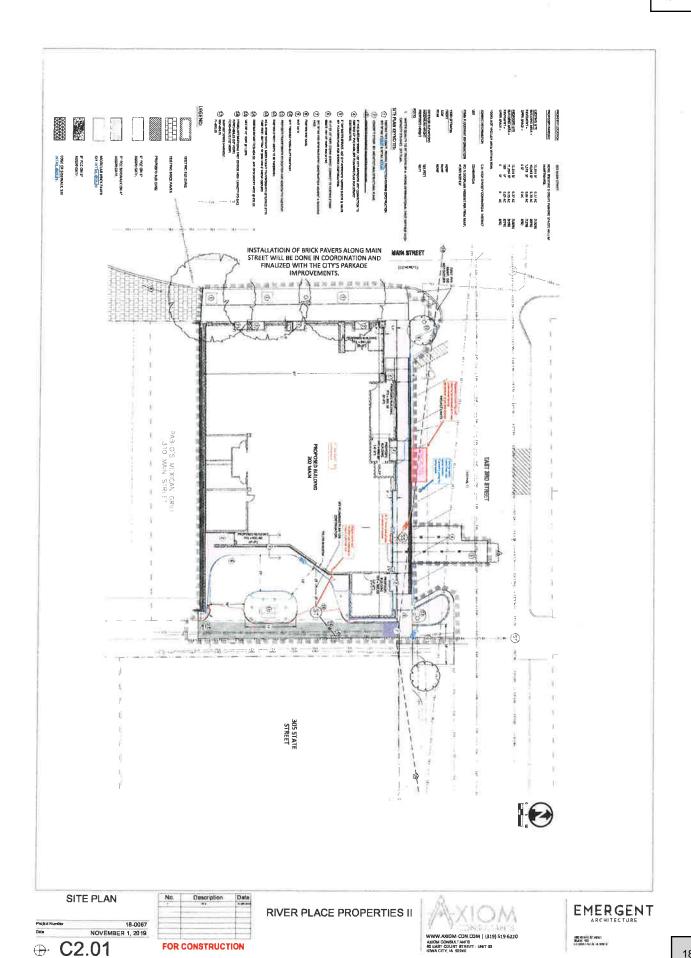


Exhibit C

CDS3030 Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

Maintenance

The CDS system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit. For example, unstable soils or heavy winter sanding will cause the grit chamber to fill more quickly but regular sweeping of paved surfaces will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant transport and deposition may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (e.g., spring and fall) however more frequent inspections may be necessary in climates where winter sanding operations may lead to rapid accumulations, or in equipment washdown areas. Installations should also be inspected more frequently where excessive amounts of trash are expected.

The visual inspection should ascertain that the system components are in working order and that there are no blockages or obstructions in the inlet and separation screen. The inspection should also quantify the accumulation of hydrocarbons, trash, and sediment in the system. Measuring pollutant accumulation can be done with a calibrated dipstick, tape measure or other measuring instrument. If absorbent material is used for enhanced removal of hydrocarbons, the level of discoloration of the sorbent material should also be identified during inspection, it is useful and often required as part of an operating permit to keep a record of each inspection. A simple form for doing so is provided.

Access to the CDS unit is typically achieved through two manhole access covers. One opening allows for inspection and cleanout of the separation chamber (cylinder and screen) and isolated sump. The other allows for inspection and cleanout of sediment captured and retained outside the screen. For deep units, a single manhole access point would allows both sump cleanout and access outside the screen.

The CDS system should be cleaned when the level of sediment has reached 75% of capacity in the isolated sump or when an appreciable level of hydrocarbons and trash has accumulated: If absorbent material is used, it should be replaced when significant discoloration has occurred. Performance will not be impacted until 100% of the sump capacity is exceeded however it is recommended that the system be cleaned prior to that for easier removal of sediment. The level of sediment is easily determined by measuring from linished grade down to the top of the sediment pile. To avoid underestimating the level of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Particles at the top of the pile typically offer less resistance to the end of the rod than consolidated particles toward the bottom of the pile. Once this measurement is recorded, it should be compared to the as-built drawing for the unit to determine weather the height of the sediment pile off the bottom of the sump floor exceeds 75% of the total height of isolated sump-

Cleaning

Cleaning of a CDS systems should be done during dry weather conditions when no flow is entering the system. The use of a vacuum truck is generally the most effective and convenient method of removing pollutants from the system. Simply remove the manhole covers and insert the vacuum hose into the sump. The system should be completely drained down and the sump fully evacuated of sediment. The area outside the screen should also be cleaned out if pollutant build-up exists in this area.

In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, the system should be cleaned out immediately in the event of an oil or gasoline spill should be cleaned out immediately. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use absorbent pads since they are usually less expensive to dispose than the oil/water emulsion that may be created by vacuuming the oily layer. Trash and debris can be netted out to separate it from the other pollutants. The screen should be power washed to ensure it is free of trash and debris,

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and also to ensure that proper safety precautions have been followed. Confined space entry procedures need to be followed if physical access is required. Disposal of all material removed from the CDS system should be done in accordance with local regulations. In many jurisdictions, disposal of the sediments may be handled in the same manner as the disposal of sediments removed from catch basins or deep sump manholes.



| CDS Model | Dian | neter | | Water Surface ediment Pile | Sediment Sto | rage Capacity |
|-----------|------|-------|------|-------------------------------|--------------|---------------|
| | ft | m | ft | m | yi | m³ |
| CDS1515 | 3 | 0.9 | 3 0 | 0.9 | 0.5 | 0.4 |
| CD\$2015 | 4 | 1.2 | 3.0 | 0.9 | 0.9 | 0.7 |
| CD\$2015 | 5 | 1.3 | 3.0 | 0.9 | 1.3 | 1,0 |
| CDS2020 | 5 | 1.3 | 3.5 | 1,1 | 1.3 | 1.0 |
| €0S202S | S | 1.3 | 4 0 | 1.2 | 13 | 1,0 |
| CDS3020 | 6 | 1.8 | 4.0 | 1,2 | 2.1 | 1,6 |
| CD\$3025 | 6 | 1_8 | 4.0 | 1,2 | 2.1 | 1,6 |
| CD53030 | 6 | 1.8 | 4.6 | 1.4 | 2.1 | 1.6 |
| CD\$3035 | 6 | 1.8 | 5.0 | 1.5 | 2 1 | 1.6 |
| CD54030 | 8 | 2.4 | 4.6 | 1,4 | 5.6 | 4.3 |
| CDS4040 | 8 | 2.4 | 5.7 | 1.7 | 5.6 | 4.3 |
| CD\$4045 | 8 | 2.4 | 6.7 | 19 | 5.6 | 4.3 |
| CD\$5640 | 10 | 3.0 | 6.3 | 19 | 8.7 | 6,7 |
| CD\$56\$3 | 10 | 3.0 | 7.7 | 2.3 | 8.7 | 6,7 |
| CD\$5668 | 10 | 3.0 | 9.3 | 2.8 | 8.7 | 6.7 |
| CDS5678 | 10 | 3.0 | 10.3 | 3.1 | 8.7 | 6.7 |

CDS Inspection & Maintenance Log

| CD5 Model: Location: | |
|----------------------|--|
| CDS Model: Location: | |

| Date | Water depth to sediment | Floatable Layer Thickness ² | Describe Maintenance Performed | Maintenance Personnel | Comments |
|----------|-------------------------------|--|--------------------------------------|--------------------------|----------|
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The water depth to sediment is determined by taking two measurements with a stadia rod, one measurement from the manhole opening to the top of the sediment pile and the other from the mannote opening to the water surface. If the difference between these measurements is less than the values listed in table I the system should be cleared out. Note: to avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the top of the sediment pile.

For optimum performance, the system should be deemed out when the floating hydrocarbon layer accumulates to an appreciable thickness. In the event of an oil spill, the system should be cleaned enmediately (DS Martistanio Garlo 3/18/200)

Exhibit D

MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

DESCRIPTION:

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

Exhibit E

Stormwater Management Inspection/Maintenance Form To be kept on site

| PROJECT NA | ME: | | |
|--------------|----------------|-----------------------------|-----------------------|
| PROJECT LO | CATION: | | |
| OWNER/LEG | AL ENTITY: | | |
| TELEPHONE | | | |
| E-MAIL: | | | |
| | OF OPERATION: | | |
| INITIAL DATE | OF OPERATION: | | |
| DATE | ITEM INSPECTED | INSPECTOR (Please Print) | OBSERVATION & REMARKS |
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| DATE | ITEM INSPECTED | INSPECTOR (Please Print) | OBSERVATION & REMARKS |
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DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM

Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: April 15, 2021

SUBJECT: Professional Services Agreement

Snyder & Associates, Inc. 2021 Survey Services

MC-000-3282

Please find attached the Professional Services Agreement with Snyder & Associates, Inc. that outlines the scope of services and costs for 2021 Survey Services. The enclosed agreement provides for construction survey for five (5) specific ongoing construction projects and allows for other professional land surveying services which may be required on an "as needed" basis.

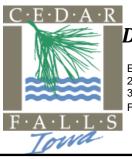
The City of Cedar Falls' Land Surveyor will be resigning April 22nd, 2021. At the time of his departure, the City will require professional land surveying services while the City seeks out candidates to fill the vacant position. The length of this transition is unknown and it is important for the completion of current construction projects and the development and design of future projects that the City has access to professional land surveying services. It was estimated that the Land Surveyor position provides approximately \$15,000 a month in survey services. This agreement with Snyder & Associates, Inc. falls in line with that estimate of rates and is intended to cover the following projects: Cyber Lane Extension, Cedar Heights Drive, Oak Park Blvd. Sewer Replacement, Industrial Park Expansion, and W. Viking Road Reconstruction.

The Department of Public Works requests your consideration and approval of this Professional Services Agreement with Snyder & Associates, Inc. for "on-call" surveying services.

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

xc: David Wicke, PE, City Engineer

Chase Schrage, Director of Public Works



DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION 220 CLAY STREET 319-268-5161 FAX 319-268-5197 OPERATIONS & MAINTENANCE DIVISION 2200 TECHNOLOGY PKWY 319-273-8629 FAX 319-273-8632 WATER RECLAMATION DIVISION 501 E. 4TH STREET 319-273-8633 FAX 319-268-5566

PROFESSIONAL SERVICE AGREEMENT

2021 Survey Services
Cedar Falls, Iowa
City Project Number: MC-000-3282

This Agreement is made and entered by and between <u>Snyder & Associates, Inc.</u>, <u>5005 Bowling Street SW Suite A, Cedar Rapids, IA 52404</u>, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. <u>CLIENT'S RESPONSIBILITIES</u>

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of Fifty-Four Thousand, Nine Hundred Fifty Dollars (\$54,950).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. <u>TERMINATION</u>

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse of modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

(a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. <u>DISPUTE RESOLUTION</u>

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can

be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

| APPROVED FOR CLIENT | APPROVED FOR CONSULTANT |
|------------------------------|------------------------------|
| By: | By: Kindray Blaman |
| Printed Name:Robert M. Green | Printed Name: Lindsay Beaman |
| Title: Mayor of Cedar Falls | Title: Business Unit Leader |
| Date: | Date: April 6, 2021 |

Consultant Project No. 121.0360.08

Exhibit A

Construction Survey Services Cedar Falls, Iowa City Project Number: MC-000-3282

SCOPE OF SERVICES

The Scope of Services to be performed by the CONSULTANT shall include the services and supplies to complete the following tasks:

<u>Objective</u>: The CLIENT seeks to complete construction of multiple projects for which the CONSULTANT has assisted the CLIENT during the design and letting process. These projects include the Cyber Lane Extension project, Cedar Heights Drive Reconstruction project, Oak Park Blvd. Sewer Replacement project, Industrial Park Expansion project and W. Viking Road Reconstruction project.

Construction survey scope shall include the following:

The CONSULTANT shall be responsible for providing construction staking for the Projects listed with the tasks below. The construction documents will contain a provision that the CONSULTANT will provide one set of stakes for each construction operation of the Project. Any staking that is destroyed due to construction will be replaced at the Contractor's expense.

After completion of construction, the CONSULTANT shall perform field survey as required to verify which monuments found during the original survey and identified in the construction plans, if any, were disturbed or removed during construction. All disturbed or missing monuments identified shall be reset at their original location and a Monumentation Preservation Certificate in accordance with Iowa Code Section 355.6A shall be prepared and filed with the Black Hawk County Recorder.

TASK A – Cyber Lane Extension

Complete the construction survey scope listed above for the Cyber Lane Extension project. This project is to be constructed in 2021. All construction survey scope should be completed by November 30, 2021 for this Task.

TASK B – Cedar Heights Drive

Complete the construction survey scope listed above for the Cedar Heights Drive project. Construction for this project is to begin 2021 and end in 2023. All construction survey scope should be completed by May 1, 2023 for this Task.

Item 23.

TASK C - Oak Park Blvd. Sewer Replacement

Complete the construction survey scope listed above for the Oak Park Blvd. Sewer Replacement project. This project is to be constructed in 2021. All construction survey scope should be completed by November 30, 2021 for this Task.

TASK D – Industrial Park Expansion

Complete the construction survey scope listed above for the Industrial Park Expansion Mass Grading and Phase I Infrastructure Improvement project. This project is to be constructed in 2021. All construction survey scope should be completed by November 30, 2021 for this Task.

TASK E – W. Viking Road Reconstruction

Complete the construction survey scope listed above for the W. Viking Road Reconstruction project. The timeline for this construction has not yet been established. For purposes of this agreement it is assumed that all construction survey scope should be completed by November 30, 2022 for this Task.

OTHER SERVICES

The Client may request Other Services from the Consultant not included in the Scope of Services as outlined. Other Services may include, but not be limited to, expanding the scope of a project or the work to be completed; requesting the development of various documents; extending the time to complete a project through no fault of the Consultant; or requesting additional work items that increase the Consultant's Services and corresponding costs. Included in potential additional work items are right-of-way and/or acquisition services, utility relocation survey and/or staking, one-on-one property owner meetings, construction survey for items not included in the project bid documents and construction survey beyond that noted above.

Upon initiation of Other Services, the Consultant will submit, in writing to the Client, the estimated costs. Such costs will be based on the current hourly rates and fixed expenses in place at the time the services are to be completed.

COMPENSATION AND TERMS OF PAYMENT

The CLIENT shall pay the CONSULTANT in accordance with the terms and conditions of the Agreement. Fees will be on the basis of the then current hourly rates and fixed expenses. Total hourly fees shall not exceed <u>Two Hundred Thousand Dollars (\$200,000)</u> without prior written authorization from the CLIENT.

Exhibit B

2021 Survey Services Cedar Falls, Iowa City Project Number MC-000-3282

Original12/13/11 Revision 01/31/2017

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

- 1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
- 2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
- 3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in <u>Exhibit 1</u>. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement See Exhibit 1
 - c) Governmental Immunities Endorsement See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.

- 5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
- 6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to terminate this Contract for cause and/or purchase said insurance at Contractor's expense.
- 7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:
 - ➤ This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the productscompleted operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to form attached.
 - ➤ Additional Insured Requirement See Exhibit 1.

 The City of Cedar Falls, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

- * ISO CG 20 10 07 04 "Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization"
- ** ISO CG 20 37 07 04 "Additional Insured Owners, Lessees or Contractors Completed Operations"
- 8. Errors & Omissions: If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no

later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

- 9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.
- Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend (for all non-professional claims), indemnify, and hold harmless the City of Cedar Falls, lowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, lowar against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, lowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, lowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, lowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, lowa, its elected and appointed officials, directors, employees, and agents working on behalf of the City of Cedar Falls, lowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, lowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls, lowa for all damages caused to

the City of Cedar Falls, lowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

Commercial General Liability

| General Aggregate | \$2,000,000 |
|---|-------------|
| Products-Completed Operations Aggregate Limit | \$2,000,000 |
| Personal and Advertising Injury Limit | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Fire Damage Limit (any one occurrence) | \$ 50,000 |
| Medical Payments | \$ 5,000 |

<u>Automobile</u>:

(Combined Single Limit)

\$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Standard Workers Compensation

Statutory for Coverage A Employers Liability:

| Each Accident | \$ 500,000 |
|-------------------------|------------|
| Each Employee – Disease | \$ 500,000 |
| Policy Limit – Disease | \$ 500,000 |

<u>Umbrella:</u> \$3,000,000

The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions:

\$1,000,000

CITY OF CEDAR FALLS, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, its boards, commissions and/or authorities and their board members, employees, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when *including* the City as an Additional Insured)

- 1. <u>Nonwaiver of Government Immunity</u>. 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. <u>Claims Coverage</u>. 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. <u>Assertion of Government Immunity</u>. The City of Cedar Falls, lowa 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, lowa.
- 4. <u>Non-Denial of Coverage</u>. 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, lowa 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, lowa.
- 5. <u>No Other Change in Policy</u>. The insurance carrier and the City of Cedar Falls, lowa 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.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

| PRODUCER | CONTACT NAME: | | |
|--|--|-------|--|
| Your insurance Agency | PHONE FAX (A/C, No): | | |
| 123 Main Street Anytown, IA 00000 | E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: | | |
| | INSURER(S) AFFORDING COVERAGE | NAIG# | |
| Business Name 123 Main Street Anytown, IA 0000 | IMSURER A: Carrier should reflect rating of A-, VIII or better | | |
| | INSURER B ; | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| | INSURER F: | | |

COVERAGES CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR J.TR | TYPE OF INSURANCE | ADDL | SUBR | POLICY NUMBER | (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | S | |
|--------------|---|----------------------|------|--------------------|--------------|--|---|-----------|-------------|
| A | GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY | X | | Policy Number | 01/01/2015 | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | s s | 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | s | 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | 5 | 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER; | | | | | | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 |
| | POLICY X PRO- LOC | | | | | | | \$ | |
| Α | AUTOMOBILE LIABILITY | AUTOMOBILE LIABILITY | | _ Tolloy Hollinger | 01/01/2016 | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 | |
| | ANY AUTO | | X | | | BODILY (NJURY (Per person) | \$ | | |
| | ALL OWNED AUTOS | | 1 | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | \$ | |
| | | | | | | | | \$ | |
| A | X UMBRELLA LIAB X OCCUR | | | Policy Number | 01/01/2015 | 01/01/2016 | EACH OCCURRENCE | \$ | 3,000,000 |
| ` | EXCESS LIAB CLAIMS-MADE | Γx | | | | | AGGREGATE | \$ | 3,000,000 |
| | DEDUCTIBLE | | نــا | | | | | \$ | |
| - 1 | RETENTION \$ | | | | | | | \$ | v-1-01164 |
| Α | WORKERS COMPENSATION | N N/A X | | Policy Number | 01/01/2015 | 01/01/2016 | X WC STATU- TORY LIMITS ER | | |
| | AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE 7/N | | | | | | E.L. EACH ACCIDENT | \$ | 500,000 |
| | OFFICER/MEMBER EXCLUDED? | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ | 500,000 |
| | (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | 500,000 |
| | Errors & Omissions | | | Policy Number | 01/01/2015 | 01/01/2016 | Each Occurence | | \$1,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 161, Additional Remarks Schedule, if more space is required)

City of Cedar Falls, lowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Walver of Subrogation under the Work Comp & Gen Liab.

| CERTIFICATE HOLDER | CANCELLATION | | | | | |
|--|--|--|--|--|--|--|
| City of Cedar Falls 220 Clay Street | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | |
| Cedar Falls, IA 50613 | AUTHORIZED REPRESENTATIVE 20 | | | | | |

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | | | | |
|--|--|--|--|--|
| | | | | |
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| | | | | |
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| Location(s) Of Covered Operations | | | | |
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| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | | | |

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | | | | | |
|--|--|--|--|--|--|
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| Location And Description Of Completed Operations | | | | | |
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| | | | | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | | | | |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

209



CERTIFICATE OF LIABILITY INSURANCE

| DATE (| |
|--------|----------|
| 4/ | Item 23. |

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

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

| | ge .ee eeea.ee.aee.a e. e. | | | | | |
|--|--------------------------------|---|--------|-------|--|--|
| PRODUCER DONAGHY-KEMPTON INSURO PO BOX 3287 | RS | CONTACT NAME: Brian Donaghy PHONE (A/C, No, Ext): 515-288-8545 | 8-2422 | | | |
| DES MOINES IA 50316-0287 | | E-MAIL ADDRESS: brian@dki-ins.com | | | | |
| | | INSURER(S) AFFORDING COVERAGE | | NAIC# | | |
| | | INSURER A: UNITED FIRE GROUP | | 13021 | | |
| INSURED | SNYDAS1 | INSURER B: | | | | |
| Snyder & Associates Inc 2727 SW Snyder Blvd | | INSURER C: | | | | |
| Ankeny IA 50023-8402 | | INSURER D: | | | | |
| - | | INSURER E: | | | | |
| | | INSURER F: | | | | |
| 001/504050 | 0=0=1=10.4== NUMBED 0=4=0.40=0 | DEVIOLON NU | | | | |

COVERAGES CERTIFICATE NUMBER: 251724956 REVISION NUMBER:

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

| INSR | NSR ADDLISUBR POLICY EXP | | | | | | | |
|--------|--|------|-----|----------------------|------------------------|------------------------|--|--------------------------|
| LTR | TYPE OF INSURANCE | INSD | WVD | POLICY NUMBER | (MM/DD/YYYY) | (MM/DD/YYYY) | LIMIT | S |
| Α | X COMMERCIAL GENERAL LIABILITY | Υ | Υ | 60376805 | 10/1/2020 | 10/1/2021 | EACH OCCURRENCE | \$ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | X Contractual Liab | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | X XCU Included | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | POLICY X PRO- X LOC | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | OTHER: | | | | | | Deductible | \$0 |
| Α | AUTOMOBILE LIABILITY | Υ | Υ | 60376805 | 10/1/2020 | 10/1/2021 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | OWNED SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | X HIRED X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| Α | X UMBRELLA LIAB X OCCUR | Υ | | 60376805 | 10/1/2020 | 10/1/2021 | EACH OCCURRENCE | \$ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$5,000,000 |
| | DED X RETENTION \$ 0 | | | | | | | \$ |
| Α | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | Υ | 30304469 | 10/1/2020 | 10/1/2021 | X PER OTH- STATUTE ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |
| A A | Property Inland Marine | | | 60376805 60376805 | 10/1/2020 10/1/2020 | 10/1/2021 10/1/2021 | BPP Leased & Rented | \$2,288,000 \$100,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Cedar Falls, lowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing and completed operations on General Liability per the attached CG7201 07/17. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess. Governmental Immunities endorsement including 30 days notice of cancellation included. Waiver of Subrogation included on Workers Compensation and General Liability.

| CERTIFICATE HOLDER | CANCELLATION | | | | |
|-------------------------------------|--|--|--|--|--|
| CITY OF CEDAR FALLS | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | | |
| 220 CLAY ST CEDAR FALLS IA 50613 | AUTHORIZED REPRESENTATIVE By Doughy | | | | |

POLICY NUMBER: 60376805

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

SCHEDULE

Name of Organization:

CITY OF CEDAR FALLS IA

- 1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of lowa Section 670.4 as it now exists and as it may be amended from time to time.
- 2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- 3. Assertion of Governmental Immunity. The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.
- 4. <u>Non-Denial of Coverage</u>. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.
- 5. <u>No Other Change in Policy</u>. The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

IL 70 84 06 16 Page 1 of 1

211

60376805

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage Borrowed Equipment
- * Property Damage Liability Elevators
- * Coverage D Voluntary Property Damage Coverage

\$5,000 Occurrence with a \$10,000 Aggregate

- * Coverage E Care, Custody and Control Property Damage Coverage \$25,000 Occurrence with a \$100,000 Aggregate \$500 Deductible
- * Coverage F Electronic Data Liability Coverage \$50,000
- * Coverage G Product Recall Expense

\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible

- * Coverage H Water Damage Legal Liability \$25,000
- * Coverage I Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You Including Upstream Parties
- * Contractors Blanket Additional Insured Products Completed Operations Coverage Including Upstream Parties
- * Automatic Additional Insured Vendors
- * Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured Managers or Lessor of Premises
- * Additional Insured Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured State or Governmental Agency or Subdivision or Political Subdivision Permits or Authorizations
- * Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured Employee Injury to Another Employee
- * Automatically included Aggregate Limits of Insurance (per location)
- * Automatically included Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * "Insured Contract" redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

CG 72 01 07 17

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

Page 1 of 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Extended Property Damage

At 2. Exclusions exclusion a. Expected or Intended Injury is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Expanded Fire Legal Liability

At 2. Exclusions the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. Non-Owned Watercraft

- At 2. Exclusions exclusion g. Aircraft, Auto Or Watercraft (2) (a) is deleted and replaced by the following:
- (a) Less than 51 feet long;
- 4. Property Damage Borrowed Equipment
 - At 2. Exclusions the following is added to paragraph (4) of exclusion j. Damage To Property:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability - Elevators

At 2. Exclusions the following is added to paragraphs (3), (4) and (6) of exclusion j. Damage To Property:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

- **B.** The following coverages are added:
 - 1. COVERAGE D VOLUNTARY PROPERTY DAMAGE COVERAGE

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- **b.** Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this Voluntary Property Damage Coverage only:

Exclusion j. Damage to Property is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

(1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- CG 72 0 Item 23.
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease:
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this Care, Custody and Control Property Damage Coverage only:

a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this Electronic Data Liability Coverage only:

a. Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- **b.** "Property damage" means:
 - (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
 - (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this Electronic Data Liability Coverage, "electronic data" is not tangible property.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in SECTION III - LIMITS OF INSURANCE

COVERAGE I - DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE 6. **PROGRAM**

The following exclusion is added to Paragraph 2. Exclusions of SECTION I - COVERAGES COVERAGE A-**BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- **b.** Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:

1. To read SUPPLEMENTARY PAYMENTS

2. Bail Bonds

Item 1.b. is amended as follows:

b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- 4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for Voluntary Property Damage Coverage and/or Care, Custody or Control Property Damage Coverage and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item 3.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- **B.** The following provisions are added:

4. BROAD FORM NAMED INSURED

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:
 - (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
 - (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You - Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- **c.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to:
 - **1.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- 2. "Bodily injury" or "property damage" occurring after:
 - **a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - **b.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured - Products Completed Operations Coverage - Including Upstream Parties

- **a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- **b.** Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- **c.** With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured - Vendors

a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- **b.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - (1) This insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - The exceptions contained in Sub-paragraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured - Lessor of Leased Equipment - Automatic Status When Required in Lease Agreement With You

a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- **a.** Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:
 - (1) Your acts or omissions; or
 - (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **b.** This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- **b.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies. This insurance does not apply to:
 - "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection

13. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED is amended to read:

- a. "Bodily injury" or "personal and advertising injury"
 - (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
 - (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item **13** only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

- A. The following Items are deleted and replaced by the following:
 - 2. The General Aggregate Limit is the most we will pay for the sum of:
 - Medical expenses under Coverage C;
 - **b.** Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under Coverage B; and
- d. Damages under Coverage H.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage G.
- 6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.
- **B.** The following are added:
 - 8. Subject to Paragraph 5. of SECTION III LIMITS OF INSURANCE \$25,000 is the most we will pay under Coverage H for Water Damage Legal Liability.
 - 9. Coverage G Product Recall Expense

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of

SECTION II - WHO IS AN INSURED above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of SECTION III - LIMITS OF INSURANCE, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under Coverage D - Voluntary Property Damage Coverage.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

- **14.** Subject to **5.** of **SECTION III LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E Care, Custody and Control Coverage** regardless of the number of:
 - a. Insureds;
 - **b.** Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to **5.** of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

- **A.** The following conditions are amended:
 - 1. Knowledge of Occurrence
 - a. Condition 2., Items a. and b. are deleted and replaced by the following:
 - (1) Duties In The Event Of Occurrence, Offense, Claim Or Suit
 - (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:
 - i. How, when and where the "occurrence" took place;
 - ii. The names and addresses of any injured persons and witnesses, and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - (b) If a claim is made or "suit" is brought against any insured, you must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

- 2. Where **Broad Form Named Insured** is added in **SECTION II WHO IS AN INSURED** of this endorsement, Condition **4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

- 10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c. You or any other involved insured must:
 - (5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- **a.** See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- **c.** If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- **d.** Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- **f.** Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by Railroad Protective Liability Coverage Form (CG 00 35) with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of Railroad Protective Liability Coverage Form (CG 00 35) alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the Other Insurance condition of Railroad Protective Liability Coverage Form (CG 00 35) you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

- A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:
 - f.(1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

- B. Item 3. "Bodily injury" is deleted and replaced with the following:
 - **3.** "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C. Item 9. "Insured contract" c. is deleted and replaced with the following:
 - c. Any easement or license agreement;
- D. Item 9. "Insured Contract" f.(1) is deleted
- E. The following definitions are added for this endorsement only:
 - 23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 - **24.** "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
 - a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
 - **b.** Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
 - 25. "Product recall expense" means reasonable and necessary expenses for:
 - **a.** Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
 - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
 - **c.** Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
 - d. Transportation and accommodation expense incurred by your employees.
 - e. Rental expense incurred for temporary locations used to store recalled products.
 - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
 - g. Transportation expenses incurred to replace recalled products.
 - **h.** Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

- **26.** "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
 - a. Is currently in effect or becoming effective during the term of this policy; and
 - **b.** Was executed prior to:
 - (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury",
 - for which the additional insured seeks coverage under this coverage part.



CERTIFICATE OF LIABILITY INSURANCE

DATE(04/0

Item 23.

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

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

| this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). | | | | | | |
|--|----------------------------|-------------------------|---------------------------|-------------------|-------------------|-------|
| PRODUCER | 1-800-300-0325 | CONTACT NAME: | Paula Dixon | | | |
| Holmes Murphy & Assoc - CR | | PHONE (A/C, No, Ext) | _: 800-527-9049 | ı | FAX (A/C, No): | |
| 201 First Street SE, Suite 700 | | E-MAIL ADDRESS: | | | | |
| - | | | INSURER(S) A | FFORDING COVERAGE | | NAIC# |
| Cedar Rapids, IA 52401 | | INSURER A: | XL SPECIALTY | INS CO | | 37885 |
| INSURED | | INSURER B: | | | | |
| Snyder & Associates, Inc. | | INSURER C : | | | | |
| 2727 Southwest Snyder Blvd | | INSURER D : | | | | |
| P.O. Box 1159 | | INSURER E : | | | | |
| Ankeny, IA 50023 | | INSURER F: | | | | |
| COVERAGES CE | RTIFICATE NUMBER: 61907898 | | | REVISION NUI | MBER: | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD | | | | | | |
| INDICATED. NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS | | | | | | |

CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP INSR LTR ADDL SUBR **TYPE OF INSURANCE** POLICY NUMBER LIMITS INSD WVD **COMMERCIAL GENERAL LIABILITY** EACH OCCURRENCE DAMAGE TO RENTED \$ CLAIMS-MADE OCCUR \$ PREMISES (Ea occurrence)

MED EXP (Any one person) PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ PRO-JECT POLICY LOC PRODUCTS - COMP/OP AGG \$ \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ **AUTOMOBILE LIABILITY** ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED AUTOS NON-OWNED OWNED AUTOS ONLY HIRED **BODILY INJURY (Per accident)** \$ PROPERTY DAMAGE (Per accident) \$ AUTOS ONLY **AUTOS ONLY** \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE **AGGREGATE** \$ DED RETENTION \$ \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DPR9966502 09/24/21 2,000,000 Professional Liability Per Claim Claims Made Aggregate 4,000,000

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

Project No. 121.0360.08 City Project No. MC-000-3282

A waiver of subrogation applies per requirement of written contract per policy terms and conditions.

A 30 day notice of cancellation or non-renewal is included ont he policy noted above per policy terms and conditions.

| CERTIFICATE HOLDER | CANCELLATION | | |
|-----------------------|--|--|--|
| City of Cedar Falls | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | |
| 220 Clay Street | AUTHORIZED REPRESENTATIVE | | |
| Cedar Falls, IA 50613 | PRULAASIKON | | |

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Consultant Project No. 121.0360.08

Exhibit C

2021 Survey Services Cedar Falls, Iowa City Project Number MC-000-3282

2/9/12

STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, lowa, under a contract (but excludes construction contractors).

- 1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
 - 2. Time is of the essence of this Contract.
- 3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
- 4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
- 5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
- 6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
- 7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
- 8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Consultant Project No. 121.0360.08 Construction Survey Services Cedar Falls, Iowa City Project No. MC-000-3282

- 9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.
- 10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.
- 11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.
- 12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of lowa, computed monthly.
- 13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the lowa Open Records Law, Chapter 22, Code of lowa, and the City shall have no responsibility to Contractor for disclosure of such records.
- 14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.
- 15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.
- 16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.
- 17. Limitations Period. There shall be no limitation, except as provided for by lowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.
- 18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

Consultant Project No. 121.0360.08 Construction Survey Services Cedar Falls, Iowa City Project No. MC-000-3282

- 19. Warranties. Contractor represents and warrants that all services furnished to the City under this Contract shall be furnished in a skilled and workmanlike manner, in accordance with the degree of skill and care that is required by current, good and sound practices applicable to the Contractor's industry or profession, and as otherwise required by applicable law.
- 20. Force Majeure. Neither party to this Contract shall be liable to the other party for delays in performing the services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure.



DEPARTMENT OF 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: April 15, 2021

SUBJECT: Temporary Wheat-Pasting Murals in Downtown for UNI Graduate Student Project

REQUEST: Request to approve a Design Review Site Plan for multiple temporary mural

installations in the Central Business District (Project #DR21-003)

PETITIONER: UNI Graduate Student / Isaac Campbell, Communication and Media Dept.

LOCATION: Multiple locations in Downtown CF

PROPOSAL

The City has received a request for a Central Business District design review to allow the installation of temporary wheat-pasted murals at 14 different locations in the Central Business District Overlay Zoning District, as per the attached proposal. The project intends to publicly celebrate the master's thesis of UNI Graduate student which focuses on putting life-sized murals featuring historic family images from the Fortepan lowa photo archive. The Aim of the project is to explore how memories of our shared past can help us discover what "getting back together" in a post-COVID-19 world might look like. As noted in the attached request, UNI Graduate student Isaac Campbell is proposing to add these murals in Downtown Cedar Falls as the creative component of his Master's thesis: Cultural Memory, Family Snapshots, and Ephemeral Street Art. a team of UNI students, led by Interactive Digital Studies professor Bettina Fabos, have created a series of seven portraits retrofitted with graduation caps and gold graduation tassels. These images would be wheat-pasted on 14 different locations as per the submitted map and renderings.

The murals are made of a biodegradable, non-destructive art form called wheat-pasting, which adheres to large prints of paper to the exterior facades of buildings. These installations do not permanently alter the façades of the building and can be removed by power washing.

BACKGROUND

Similar mural installations were installed in 2019 and 2020 within the College Hill Neighborhood Overlay Zoning District. It was well-received in the community and brought interest to the College Hill Business District. The proposed series of mural installations ARE a part of the graduate student creative component which is titled "Cultural Memory, Family Snapshots, and

Ephemeral Street Art". The goal of this outdoor exhibition is to explore togetherness in the community, provide practical experience for art education and more importantly invite visitors and residents to downtown to explore the area.

<u>ANALYSIS</u>

Staff notes that this proposal is for a temporary installation of public art, it is worthy of Planning & Zoning Commission discussion and recommendation. The locations are all within the Central Business Overlay Zoning District, which requires a review of murals by the Planning & Zoning Commission and the City Council.

The applicable section 26-189 (I) (10) of the Central Business District review standards for the exterior mural wall drawings, painted artwork, exterior painting, states in relevant part, "These elements shall be reviewed to consider the scale, context, coloration and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the downtown area. Exterior painting of detached single-unit and two-unit residential structures within the district shall be exempt from this provision. Other multi-unit dwelling structures will be subject to this review."

The proposed installation will be placed at the identified 14 locations in downtown Cedar Falls. All the murals will be sourced from historic photographs from the Fortegan lowa photo archive and the installations will be taking place between April 20th and May 10th, 2021, weather dependent. The proposal contains 26 images to be approved for mural locations; however, so far 14 locations have been included in the proposal. Both murals and the location proposed have been pre-approved by respective businesses/property owners. The proposed request also has been endorsed by Cedar Falls Community Main Street. The applicant suggests that the final locations and renderings will be presented to the City Council at their regular scheduled meeting on 19th April 2021. The location map and renderings of murals have been added to the packet as a supporting document for review. City Staff believes that this exhibition "getting back together" with mural installations downtown will be an enriching experience for the community. The proposal is an excellent example of public art used for community building. The wheatpasting's are consistent with the intent of the ordinance, given these images are not painted or otherwise permanently affixed to building facades and can be removed by power washing them off at any time deemed appropriate due to deterioration or for any other reason determined by the property owner. The applicant also states that a marketing collaboration is currently in development with Cedar Falls Community Main Street to include a guided walking tour and social media campaign inviting visitors for exhibition, which in turn will benefit the local business in downtown Cedar Falls.

STAFF RECOMMENDATION

The proposed facade plan meets all of the Central Business Overlay Zoning District and Zoning Ordinance requirements and would be a positive community-building effort to celebrate UNI graduating student Isaac Campbell's Master thesis work. Planning and Zoning Commission recommends approval of the submitted design review application at their regular meeting on 14th April 2021 with a vote of 9 ayes and 0 nays. The Community Development Department also recommends approval of the proposal for installation of wheat-pasted murals in the Central Business Overlay Zoning District. With Council approval, the installation of the murals would occur from April 20th, 2021 onwards as stated in the application.

PLANNING & ZONING COMMISSION

Discussion/Vote 4/14/2021

Chair Leeper introduced the item and Mr. Atodaria explained the proposal for temporary wheat-pasting murals at multiple locations in downtown. He discussed that murals are biodegradable and non-destructive. Adding to that he also discussed that the murals will be sourced from Fortepan lowa photo archive and aim of this project is about "getting back together". Mr. Atodaria stated that the proposal meets the zoning ordinance and believes that the project will be a great community building effort. Mr. Atodaria mentioned that staff recommends approval of the submitted design review application.

Applicant Isaac Campbell stated that this project is main component of his master's thesis work and it focuses on family snapshots which will be placed at public spaces as an ephemeral street art. Mr. Campbell stated that this project will inspire conversation between people in downtown and serve as a good education to all age group. Mr. Campbell also mentioned that he has been working with the Community Main Street to set up a walking tour that might attract more people to visit downtown and support local businesses.

Mr. Schrad stated that this is a wonderful idea. Mr. Schrad asked the applicant if he would have focused on diversity of people in the murals, as that is an important thing that Cedar Falls would like to address. In response Mr. Campbell mentioned that are two pictures showing diversity in the images and all of these pictures has been sourced from Fortepan Iowa Photo archive. Mr. Campbell stated that having different cultures, different people of color, nationality will be our consideration.

Ms. Saul asked for clarification on how long will the murals lasts. Mr. Campbell in response stated that it depends on wear and tear of paper and weather conditions. Mr. Campbell expects the murals to lasts through this summer and at least fall season.

Chair Leeper stated that it's a great project and if there are any considerations of permanent installations. In response, Mr. Campbell stated that he is not an expert about murals but certainly believes this as a great stepping stone for artists and business owners. My project is focused on getting people back together. Nothing is permanent but as long as owner's wants these murals, I think they can have it.

Ms. Bear from the Community Main Street also showed support of this project. Ms. Bear stated that CMS have been working with Isaac in reaching out to business owners and are very excited about the project.

Ms. Prideaux stated that this is a great project and it's a great way to bring life to a building and excited to see these in downtown. Ms. Prideaux made a motion to approve the item. Mr. Schrad seconded the motion. The motion was approved unanimously with 9 ayes (Holst, Hartley, Larson, Leeper, Lynch, Prideaux, Saul, Schrad and Sears), and 0 nays.

...getting back together

a public mural campaign · cedar falls · 2021

table of contents

| Letter of Intent | 03 |
|-----------------------------|----|
| Overview of Project | 05 |
| Proposed Locations | 06 |
| Map Overview | 07 |
| Proposed Sites & Renderings | 08 |
| Image Appendix | 22 |

29 March, 2021

FROM: Isaac Campbell, Graduate Student
Communications & Media Department, University of Northern Iowa
2009 University Drive, Apt G4
Cedar Falls, IA
icampbellm1@gmail.com
641-777-4308

TO: Karen Howard
City of Cedar Falls
planning@cedarfalls.com

letter of intent

Dear Karen Howard and the City of Cedar Falls:

I am writing on behalf of the University of Northern Iowa Graduate College and the Communication & Media Department to propose a series of temporary, biodegradable mural installations throughout the Cedar Falls Main Street district as the creative component of my Master's thesis: *Cultural Memory, Family Snapshots, and Ephemeral Street Art*. The murals will feature historic family images from the Fortepan Iowa photo archive. This project has been endorsed by the Cedar Falls Community Main Street organization and is funded by a Cedar Falls Community Betterment Grant and the Iowa Arts Council.

The goal of this outdoor exhibition is to explore *togetherness* in a variety of ways. After more than a year of quarantining, social distancing, and exhaustive restrictions that have left many feeling socially deprived, depressed, and craving the simplicity of togetherness, the murals will

visually and thematically explore moments of togetherness between Iowans - such as celebrations, birthdays, dining, vacations, and simple moments (we may have taken for granted pre-pandemic) of human connection. In addition to visual and thematic exploration, the proposed project will also promote togetherness in two ways. First, the collaborative nature of the murals will bring together volunteers to install the pieces throughout the Main Street district. Additionally, the murals will invite visitors and residents alike back to downtown Cedar Falls to explore the area and support local businesses. A marketing collaboration is currently in development with Cedar Falls Community Main Street to support this objective, including a guided walking tour and social media campaign encouraging visitors to take selfies with the installations. In all, this project aims to explore how memories of our shared past can help us discover what ...getting back together in a post COVID-19 world (one in desperate need of healing, community, and joy) might look like.

With prior permission from 14 building/business owners throughout the district (see page 06), I have created a series of potential sites & renderings (see page 08-21) for approval. Many of the business owners have expressed enthusiasm in participating in the image selection process; thus, rendings show potential images for the sites. Final images for murals will be derived from the collection of 26 images attached (see pages 8-22) for approval by the Planning & Zoning Commission and the City of Cedar Falls. Murals will be "life sized" (approximately human sized) with a few potential locations for "larger than life" sized murals. The project overview outlines detailed components of the murals themselves including a timeline, construction components, and the anticipated duration of the murals.

The installations will gain regional and statewide attention for the city and Cedar Falls Community Main Street as a variety of stories have been slated through the University of Northern Iowa and the Iowa Arts Council. In addition to my Master's thesis, this exhibition will serve as practical experience for art education students and graduate students at UNI who will volunteer to install the murals; providing rich real-world experiences in public art and cultivating confidence in working with public channels to achieve success for community based projects.

Thank you for your consideration,

Sincerely,

Isaac Campbell

project overview

...getting back together is a community-based public mural campaign which aims to explore togetherness through temporary, pasted murals of historic photographs of Iowa life throughout the Main Street business district in Cedar Falls, Iowa. All of the murals will be sourced from historic photographs from the Fortepan Iowa photo archive; a public photo archive based at the University of Northern Iowa. Mural installation will take place between **April 20th, 2021 - May 10th, 2021**, weather dependent. In total, approximately 10 (with a maximum of 14) murals will be installed on various buildings throughout the Cedar Falls Main Street District. Murals will be installed by a team of UNI Graduate Students and community volunteers. This project has been endorsed by Cedar Falls Community Main Street.

- Each mural is made from biodegradable and water soluble materials, including: 20lb paper (printed) and paste (flour + water + sugar)
- Murals are intended to be ephemeral and temporary. Varying degrees of fading, tearing, and decomposition are anticipated.

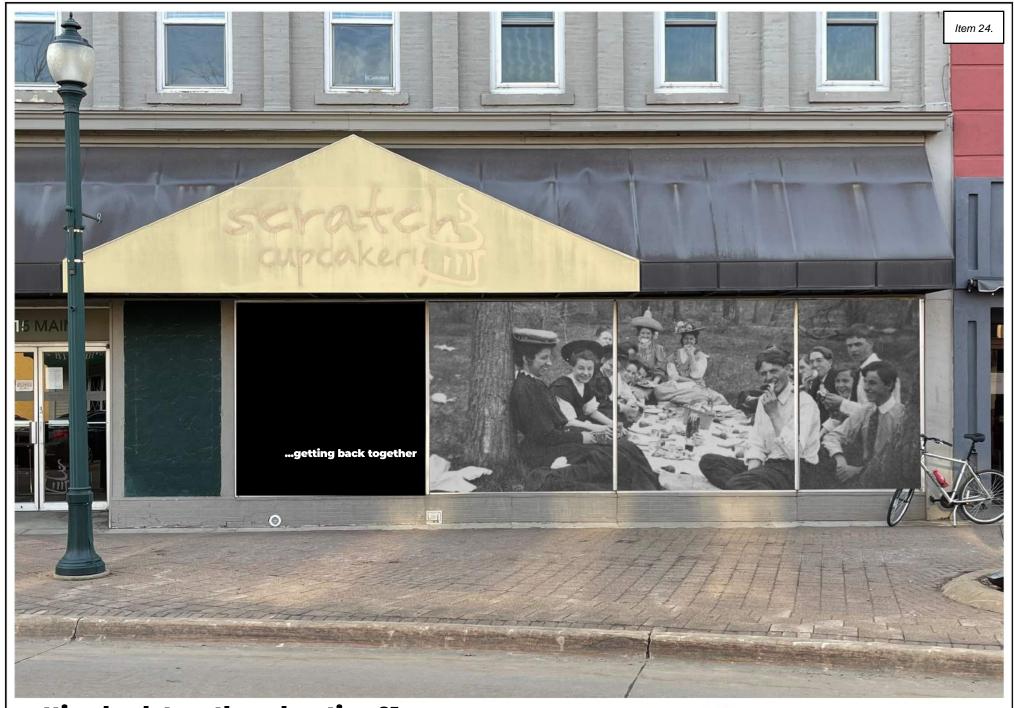
 Business/building owners reserve the right to remove murals at their discretion; however it is the artist's intent that murals remain as long as possible. Murals are removed with water from a hose or gentle pressure washer.
- Mural duration varies based on a variety of components including: wall material, painted vs non-painted, direction of wall, exposure to sun, wind, and elements (rain). Previous duration of similar murals have ranged from 3 days to over 1 year. In the right conditions, some murals have been known to last 10+ years.
- In total, 14 locations have been included in this proposal and pre-approved for murals by their respective business/property owners. Of these locations, approximately 10 (with a maximum of 14) will be selected for mural installation following a rigorous testing period. During this period, test samples will be installed on facades to identify any unsuitable facades which may be prone to damage such as discoloration or paint chipping. Testing requires favorable weather and temperature conditions to be effective and will be completed at least two weeks before the scheduled mural installation dates. Facades prone to damage will be removed from consideration.
- This proposal contains 26 images to be approved for mural installation. Pending the final list of locations (after testing) images will be selected from the P&Z approved list, which contains images featured in renderings (15) and images in the appendix list (11). The artist reserves the right to make minor adjustments in size and the ability to change the photo/location combinations presented in this proposal. The set of final (tested) locations and renderings will be presented to the city council for the vote on **April 19, 2021.**

proposed locations

| Site Number | Address | Primary Contact Name | Primary Contact Information |
|-------------|------------------|----------------------|-------------------------------------|
| 1 | 315 Main St | Natalie Brown | natalie@scratchcupcakery.com |
| 2 | 209 State St | Mimi Rice | mricecypress@gmail.com |
| 3 | 214 Main St* | Jon Laity | jlaity@copyworks.com |
| 4 | 115 East 2nd St | Shaun Linderbaum | shaun@braceability.com |
| 5 | 115 East 2nd St | Shaun Linderbaum | shaun@braceability.com |
| 6 | 128 Main St | Dave Morgan | dave@singlespeedbrewing.com |
| 7 | 102 Main St | Dawn Wilson | 319-404-5468 |
| 8 | 226 Main St* | Gary Kelley | 319-277-2330 |
| 9 | 115 Main St* | Deanna Nelson | deanna.nelson@eagleviewpartners.com |
| 10 | 203 State St* | Nick Newgard | nick@secondstatebrewing.com |
| 11 | 110 East 3rd St* | Jim & Jodi Landau | jdjllandau@gmail.com |
| 12 | 222 Main St* | Jim & Jodi Landau | jdjllandau@gmail.com |
| 13 | 223 Main St* | Pete Hill | 319-240-2428 |
| 14 | 100 East 2nd St* | Deanna Nelson | deanna.nelson@eagleviewpartners.com |

^{*} denotes sites that are currently pending approval following the test period or that owners have indicated interest in being considered for a mural





315 Main St · 27.5' x 8' · FI0002978 Natalie Brown · natalie@scratchcupcakery.com





IOWA ARTS COUNCIL
IOWA DEPARTMENT OF CULTURAL AFFAIRS





209 State St · 14' x 8' · FI0004017

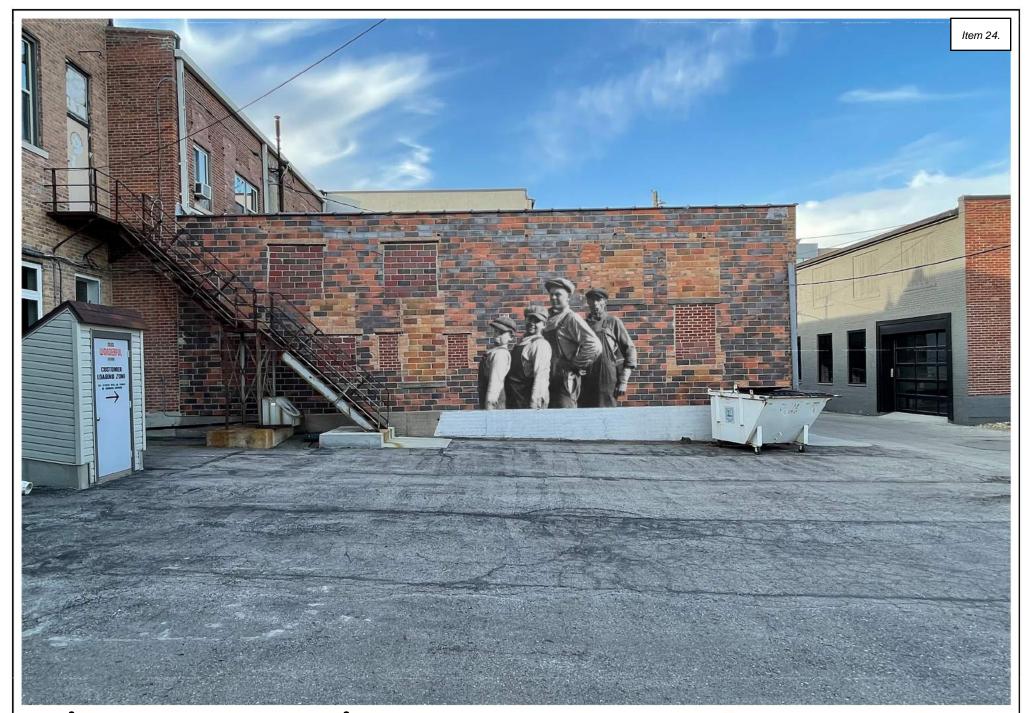
 $\label{lem:limit} \mbox{Mimi Rice} \cdot \mbox{mricecypress@gmail.com; Justeen Hill} \cdot \mbox{justeen@teacellartea.com}$











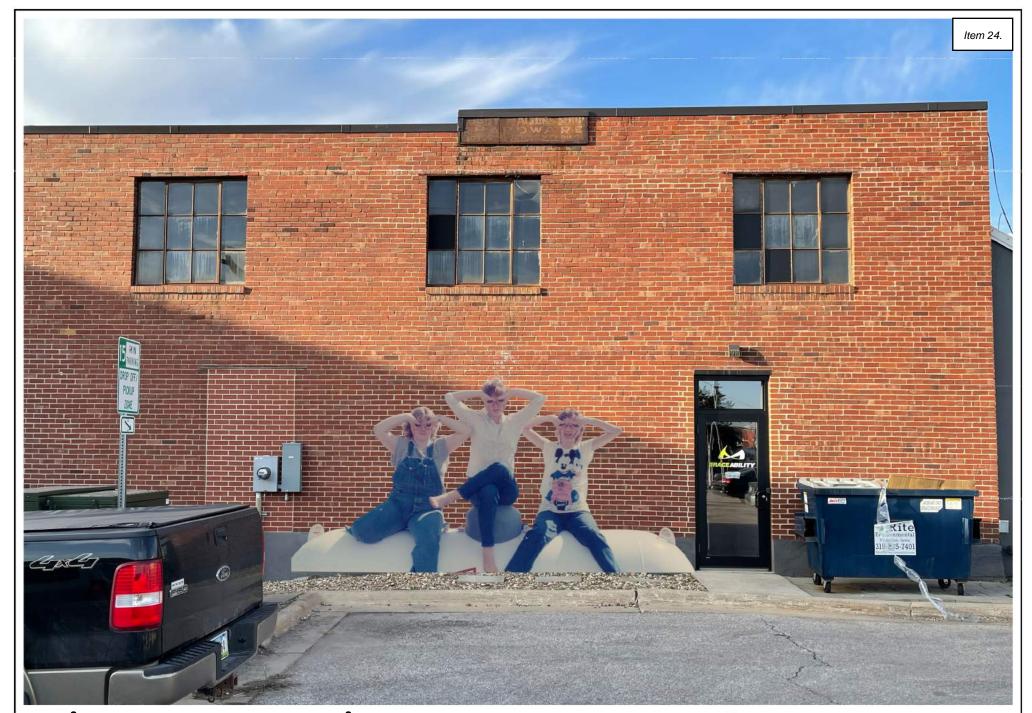
214 Main St · 30' x 8' · FI0003139 Jon Laity · jlaity@copyworks.com; Clark Rickard · ciecfi@cfu.net











115 East 2nd St · 18' x 8' · FI0007167

Shaun Linderbaum \cdot shaun@braceability.com; Kramer Dixon \cdot kramer@braceability.com











115 East 2nd St · 15' x 9' · FI0004304

Shaun Linderbaum \cdot shaun@braceability.com; Kramer Dixon \cdot kramer@braceability.com











128 Main St · 28' x 8' · FI0001671

Dave Morgan · dave@singlespeedbrewing.com











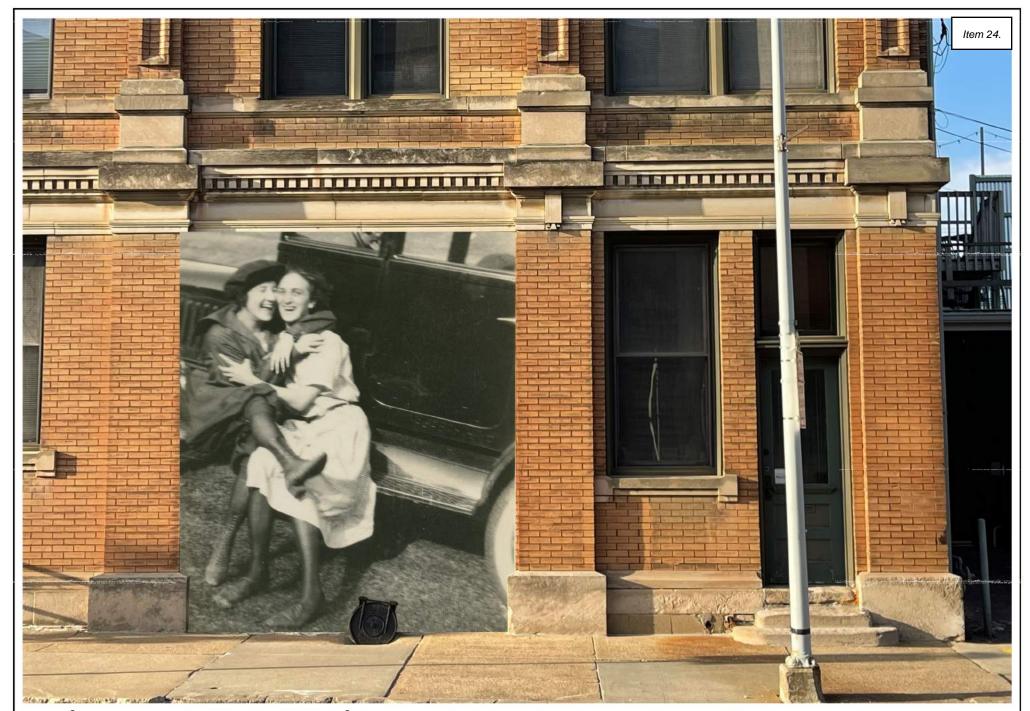
102 Main St · 20' x 7' · FI0007617 Dawn Wilson · (319) - 404 - 5468











226 Main St \cdot 11' x 7' \cdot FI0003501 Gary Kelley \cdot (319) - 277 - 2330 \cdot ** This installation is pending











115 Main St · 13' x 8' · FI0003245

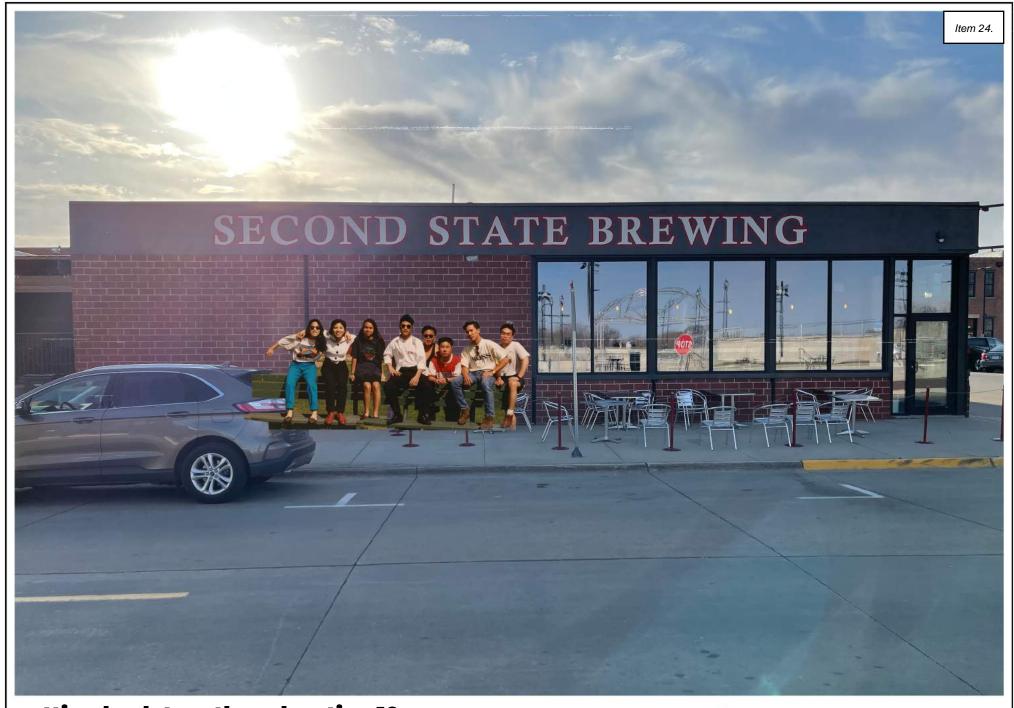
Deanna Nelson \cdot deanna.nelson@eagleviewpartners.com











203 State St · 30' x 7' · FI0007245, FI0007246 Nick Newgard · Nick@secondstatebrewing.com · **This installation is pending











110 East 3rd St · 22' x 12' · FI0002113

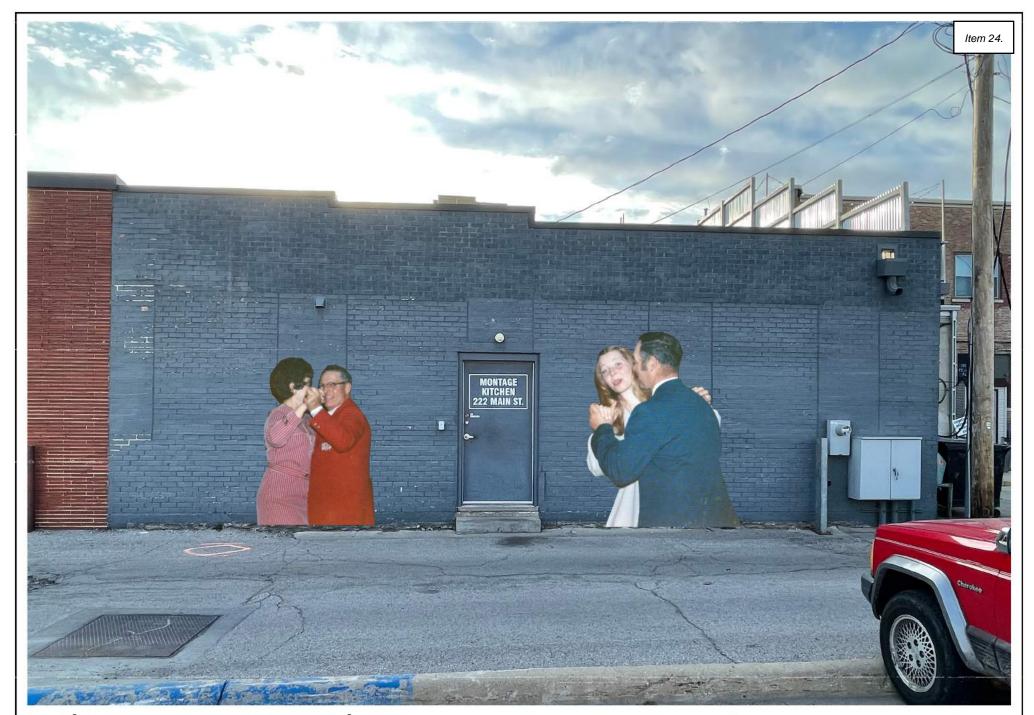
Jim & Jodi Landau \cdot jdjllandau@gmail.com \cdot ** This installation is pending











222 Main St · 33' x 8' · FI0002729













223 Main St · 22' x 6' · FI0007880 Pete Hill · 319-240-2428 · **This installation is pending











100 East 2nd St · 20' x 8' · FI0007680

Deanna Nelson \cdot deanna.nelson@eagleviewpartners.com \cdot **This installation is pending































getting back together • appendix images











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), Planner I

DATE: April 15, 2021

SUBJECT: Rental to Single Family Owner Conversion Incentive Program:

721 W 17th Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single-family owner-occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner-occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Nathan and Olivia Gainer recently purchased the property at 721 W 17th Street. The owners have applied, attached, to be considered for the Rental to Single Family Owner Conversion Incentive Program. The property meets the requirements for the program: has been a rental for at least the last three years (since 2004), is located in the R-2 zoning district, falls within the program's geographical boundaries, and is in a block with less than 75% rentals.

After Purchasing the house, Nathan and Olivia Garner have spent about \$2300 on interior improvements and plans to make needed additional repairs and update exterior components of the house including replacing garage doors, house entry steps with railing, deck makeover, chimney repair, egress window installation and garage roof replacement which are significantly deteriorated and in poor condition. The other part of the proposal includes adding native plant prairie and perennial food forest as landscaping improvement which would provide access to free and healthy food for the family. The applicant suggests that these repairs and exterior modifications proposed will improve the aesthetics and functionality. Based on the submitted bids by Iowa Wall Sawing, Black Hawk Roof Company, Nedi Masonry repair, LJ's Contracting, Cedar Valley Garage Doors, and landscaping improvements the actual cost of the exterior improvement listed is \$12,665.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold before the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is

subject to the property passing a major system evaluation (city inspection).

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director Karen Howard, Planning & Community Services Manager <u>This instrument was drafted by: Jaydevsinh Atodaria (JD), Community Development Department, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.</u>

LIEN NOTICE AND SPECIAL PROMISSORY NOTE

| Account No. | 101-2245 | 44-89.79 | Amount \$ 10,000.00 | |
|----------------|------------|-------------------------------|----------------------------|--|
| Date: | | | <u> </u> | |
| | | 721 W 17 th Street | | |
| and legally de | scribed as | HIGHLAND ADDITIO | ON CEDAR FALLS LOT 5 BLK 5 | |
| | | | | |

(hereinafter the "Rehabilitated Property").

WHEREAS, the City of Cedar Falls, Iowa, has advanced certain sums to the following owner or owners: Nathan and Olivia Gainer (hereinafter referred to as "Owner"), under the a Rental to Owner Conversion Program, which Program requires that an encumbrance be placed upon the above-described Property, upon the terms and conditions set forth below.

IT IS AGREED by the Owner as follows:

FOR VALUE RECEIVED, the undersigned Owner, jointly and severally promises to pay to the order of the City of Cedar Falls, Iowa, or its successors or assigns (hereinafter the "City"), the sum of ten thousand and 00/100 Dollars (\$10,000.00) (hereinafter the "Loan"), as follows:

- A. If the Property is sold or transferred within twelve (12) months of the date of this agreement, one hundred (100) percent of the Loan shall become due and payable to the City;
- B. If the Rehabilitated Property is sold or transferred any time between the 13th and 24th month from the date of this agreement, eighty (80) percent of the Loan shall become due and payable to the City;
- C. If the Rehabilitated Property is sold or transferred any time between the 25th and 36th month from the date of this agreement, sixty (60) percent of the Loan shall become due and payable to the City:
- D. If the Rehabilitated Property is sold or transferred any time between the 37th and 48th month from the date of this agreement, forty (40) percent of the Loan shall become due and payable to the City:
- E. If the Rehabilitated Property is sold or transferred any time between the 49th and 60th month from the date of this agreement, twenty (20) percent of the Loan shall become due and payable to the City:

- F. After the sixtieth (60) month from the date of this instrument, the entire amount of the Loan is forgiven and no money will be due and payable to the City;
- G. Owner shall own and occupy the Property as the Owner's principal residence at all times during the sixty (60) month period described herein. In the event the Owner fails to occupy the Rehabilitated Property as the Owner's principal residence for any period of two (2) consecutive months, for any reason, or sells, transfers, rents, abandons, vacates or otherwise in any manner fails to occupy the Property, whether voluntarily or involuntarily, prior to the termination of the sixty (60) month period described herein, Owner shall immediately notify the City thereof. If during said sixty (60) month period, Owner shall violate the foregoing requirements, Owner shall immediately pay to the City the percentage of the unforgiven principal amount of the Loan, based upon the foregoing schedule, for the period between the date of this agreement and the date Owner fails to meet the foregoing requirements.
- H. Notwithstanding the provisions of paragraph G. above, if the failure of Owner to comply with the requirements of paragraph G. is due to medical circumstances beyond the reasonable control of Owner as defined in this paragraph, the entire amount of the Loan shall be forgiven, and no money will be due and payable to the City. For purposes of this agreement, "medical circumstances beyond the reasonable control of the Owner" shall include, without limitation, the death of the Owner, and the relocation of the Owner if prescribed by a medical doctor for health or disability reasons, with said relocation being to another climate, to a nursing or other care facility, or to an apartment or other facility, if deemed by Owner's medical doctor as more suitable for the health and care of the Owner.

| Nathan Gainer OWNER | | Olivia Gainer OWNER | |
|---|-------------------|------------------------------|--------------------------|
| | | | |
| STATE OF IOWA |) | | |
| COUNTY OF BLACK HA |) ss: \WK) | | |
| This instrument was ack and Olivia gainer | knowledged before | me on the day of | , 2021, by <u>Nathan</u> |
| | | | |
| | | Notary Public in and for the | State of Iowa |

To the members of City Council,

My name is Nate Gainer and my wife, Olivia, and I recently purchased <u>721 W. 17th Street</u>. We have a five year old daughter and twin girls who just turned one. My wife was born and raised here in Cedar Falls and I have lived here for almost eight years now. We have rented various apartments and houses in Cedar Falls. As our family has grown we have needed to upgrade to a larger house and saw so much potential in <u>721</u> W. 17th Street.

We love the house, property, neighborhood, and location! We bought the house knowing that there were things that needed to be updated and we were excited to learn about the rental conversion grant that could help us do the necessary outdoor improvements.

The previous owners provided a check for \$1,000 at the closing of the sale for repairing some electrical issues and installing a radon mitigation unit. We had those items taken care of soon after moving in to ensure the house was as safe as possible for our family. The radon mitigation unit was installed by Crystal Heating, Plumbing, & Etc. for \$1,070 and the electrical work was done by Stickfort Electric for \$1,028.03.

Since buying the house last fall we have invested most on the indoor updates. We have updated the aesthetics of the main floor with new coats of paint, installing vintage light fixtures, putting in a new refrigerator, and finishing some baseboard trim that was left unfinished by the previous owner. The biggest project over the winter was updating the bathroom on the main floor. We ripped out the old yellow plastic bathtub and bathtub surround and replaced them with a new deep tub and a tiled surround. We also replaced the old vanity and sink, installed a new mirror, fixed some cracks in the walls, retextured, painted, and now have a much more appealing bathroom. All we have left to do is to properly vent the bathroom fan and touch up some trim details. All together we have spent approximately \$1,200 on bathroom renovations.

This spring and summer we are going to be doing a lot of work both on the functionality and aesthetic appeal of the exterior of the house and yard. We have a quote for \$1,240 from Cedar Valley Garage Doors to replace the old yellowed fiberglass garage door and broken garage door opener with a new door and opener, both improving the looks of the garage and its functionality.

Our front steps are in need of a railing to make them safe, particularly in the winter. LJ's contracting has given us a quote for a railing on the front steps for approximately \$1,700. We are also looking into building our own railing for a customizable design and lower price.

The rest of our summer 2021 projects can be done with our own tools and time, just purchasing materials. We have started removing the deck boards, as many were broken or rotten and unsafe and will refinish the deck with new boards and stain. Our current estimate for doing the deck makeover ourselves is \$550. We have also started

a few hundred seedlings to put in some raised garden beds and native perennial gardens, providing habitat for wildlife and a beautiful landscape for ourselves, the neighborhood, and future owners of the property.

In the next few years we will also be doing some renovations on the basement. We have rough plans to convert the current layout into a more convenient and usable living space, as well as a functioning bedroom and improved and updated bathroom. Our plan is to remove some walls to open up the space, remove the old carpet and stain the cement floors, reconfigure the washer and dryer layout for a more functional laundry room, remove the suspended ceiling tile system, and finish everything off with some new paint. We will also be replacing the old washer and dryer as well as the bathroom fixtures. We don't have any of those projects budgeted out yet and haven't contacted any contractors since those projects won't be started until probably winter 2021/22.

Other projects for the next 5-10 years include removing the carpet in the bedrooms and hallway upstairs to replace with new hardwood flooring, as well as replacing the laminate flooring in the kitchen with hardwood since there is some buckling and distortions in the current floor. We also hope to be remodeling the staircase into the basement since it's pretty steep and can be difficult to maneuver on.

Many of the upgrades and updates for the house can be done gradually with our own investments of time and money. However, there are definitely things that need immediate attention and a professional involved, and we appreciate the opportunity that this grant provides to assist with the cost of those projects. The following are the updates that we are proposing for this grant as well as the reasoning behind why they are a good investment in the property and the neighborhood:

Chimney repair

The upper part of the chimney is leaning toward the roofline and needs to be rebuilt from the roofline up. This project is the most evident from the street, as it is leaning noticeably. As well as the aesthetics, there is also the safety issues with the chimney continuing to lean and eventually falling in on the roof. We have a quote from Nedi Masonry Repair to complete the chimney restoration for \$3,000. Nedi Masonry has told us they plan to reuse the bricks from the existing chimney, but if that is not possible, for whatever reason, they will use new bricks to match the rest of the chimney.

Egress window installation

This house had been listed as a three bedroom home, however there are actually only two full bedrooms on the main floor. The only exit from the basement is the flight of stairs from the main floor and a door that exits on the west side of the house. This door connects to an entryway followed by a bathroom, so does not qualify as a bedroom. By adding an egress window on the north side of the house it will turn a spare room into an additional bedroom, improving safety and improving the value of the house for the future. Iowa Wall Sawing has given us a quote for completing the window installation for \$3,900.

· Garage roof replacement

There is damage and general wear on the garage roof, making us not confident parking our cars in the garage. By replacing the roof it will help us preserve the structure as well as remove our cars from the street, improving street access for the neighborhood. The roofing company will match the color of the house roof to keep the buildings on the property looking unified. We have a quote from Black Hawk Roof Company for \$2,625 for the roof replacement.

Landscaping

Finally, I would like to use the remaining \$475 to assist in creating a native plant prairie along the hillside and a perennial food forest in the shaded areas of the property. By investing now in these natural systems, we will be providing natural habitat for native species, supplying beauty and education for the neighborhood, as well as long term access to free and healthy food for my family, my neighbors, and anyone who owns the property in the future. I will source the native plants from prairienursery.com and the fruit trees and other edible plants from raintreenursery.com.

Thank you for your consideration; we appreciate the opportunity to improve our first home and our wonderful neighborhood with the assistance of the City of Cedar Falls. Our family is excited to continue the process of transforming our home and property both functionally and aesthetically. Please let us know if there is any clarification or additional information needed from us.

Thank you, Nate, Olivia, Wren, Fern & Poppy



DEPARTMENT OF COMMUNITY DEVELOPMENT RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613

| Property's Addres | ss: 721 W. 17th Street, Cedar Falls, IA 50613 |
|-------------------|---|
| Property Zoning (| circle one): R1 , R2 , Other |
| Name of Applicar | nt: Nathan & Olivia Gainer |
| Applicant's Email | : mote. gainer 10 gmail. com Daytime Phone #:(sis) Sog- 6733 |
| | der or Contract Buyer: |
| Owner Name (if d | lifferent than above): |
| Owner Mailing Ac | ddress (if different than above): |
| Owner's Email: _ | Daytime Phone #: |
| Nature of improve | ements (specify): Chimney repair, egress window in stallation, |
| | ual Cost of Improvements: estimated: \$12,665.00 |
| Proposed Start D | ate: April 25th 2021 Estimated or Actual Date of Completion: Un known |
| 9 OF L | S Community Credit ((Mion Daytime Phone #: (319) 266 - 7531 |
| | 123 W. 4th St., Cedar Falls, IA 50613 |
| | ture: |
| Name (Printed): | Nathan J. Goiner |
| FOR CITY USE ONL | .Y |
| CITY COUNCIL | Application Approved / Disapproved Reason (if disapproved): Date: Resolution No Attested by the City Clerk |
| | Present Assessed Value of Structure |
| ASSESSOR | Assessed Value with Improvements Eligible or Non-eligible for Tax Abatement |
| | Assessor Date |

Quotation

Item 25.



Quote: 0000011753 Quote Date: 01/12/2021 Quote Expires: 02/11/2021

Job Name: EGRESS COMPLETE

Phone: (319) 934-3280 * Email: info@IowaWallSawing.com * Fax: (319) 934-3279
2600 Quasqueton Diagonal Blvd, Independence, IA 50644

PREPARED FOR

NATE GAINER 721 W 17TH ST Cedar Falls, IA 50613

Phone: 515-509-6733

Fax:

Attn:

JOB SITE ADDRESS

721 W 17TH ST Cedar Falls, IA 50613

Sales Rep: Jamie Bonazza

| Qty | Description | Each | Total |
|------|--|----------|----------|
| 1.00 | EGRESS (ROCKWELL) | 3,800.00 | 3,800.00 |
| | (4') ROCK WELL WITH COVER AND PARCO (44" LHS) WINDOW, CUSTOWILL BE RESPONSIBLE FOR THE PERMIT AND IWS, WILL CALL IN FOR LOCATES. NOTE: GRADE TO WINDOW WELL MAY SETTLE IN TIME AND THE CUSTOMERS RESPONSIBILITY TO CARE FOR FINAL GRADE. | | |
| 1.00 | TRAVEL CHARGE TRAVEL AS QUOTED UNLESS MORE TRIPS ARE REQUIRED | 100.00 | 100.00 |
| | | | 3,900.00 |

STANDARD CONDITIOINS: The customer is responsible for maintaining the job site and their equipment per OSHA standards. Clear and open access must be provided. Iowa Wall Sawing accepts no liability for any damages to anything hidden or concealed in or under concrete, or beneath the material to be cut, cored, broken, nor for water or dust proved for standard overcuts for all work at ground level. Additional charges will be made for overtime and double-time.

STANDARD EXCLUSIONS: Layout, traffic control, barricades, patching anchor holes, power source, lighting, water source, water control, slurry control and removal, blocking storm drains/catch basins, scaffolding/manlifts, ventilation, shoring, core catching, cutting or drilling any steel or any obstacles unless specifically detailed above.

| SIGNATURE: | PRINT NAME: | DATE: |
|------------|-------------|-------|
| | | |

NEDI MASONRY REPAIR

ESTIMATE FOR SERVICE

Chimney repair

Nedi Masonry Repair: Providing the following information for the:

House Owner: Nate Gainer

House Address: 721 West 17th Street, Cedar Falls, IA 50613

Work area:

Damaged chimney

Includes the following:

- > Demolish old chimney approximately one foot below roof line
- > Rebuild chimney to original height
- ➤ Install metal chimney cap
- > Install chimney flashing

The price for the service shall be: \$ 3,000.00

(Three thousand dollars)

Nedi Masonry Repair

By: Ned Ibradzic Date: 12/03/2020

Nest Thurdric

Its: President

Tel:319-290-1073 Ned

Cell: 319-230-4639 Emir E-mail: ckone@usa.com 317 joy dr. Waterloo IA 50701

L. J.'S WELDING & FABRICATION 141 CENTER ST. 319-236-2844 P.O. Box 2312 WATERLOO, IA 50703

TELEPHONE: 319-236-2844 FAX: 319-233-8762

TO: FROM: JEREMY KRUTH

ATT: NATE & OLIVIA GAINER DATE: 30 MARCH 2021

PHONE: 215-5400

We are pleased to submit the following quotation for your consideration:

Labor and Materials to Fabricate Hand Railing for of the house at 721 W. 17th St Cedar Falls Ia. This will be a simple railing with one tube on the top and a hand rail and Several Vertical post to attach to the top railing and to mount to existing foundation. How this will be mounted will be determined. This price will include Black paint.

Price: \$875.00

If you have questions, please do not hesitate to call. **Price does not include tax or delivery**. Price can change if there is a variance in the original quote.

Sincerely,

Jeremy Kruth





Item 25. 3534 Panther Cedar Falls, IA 50613 P. 319-277-9355 F. 319-277-9355

| PROPOSAL | SUBMITTED TO: | , | DATE: | PROPOSAL# |
|--|--|--|---|-----------|
| Nate Gaine | er | | 02/08/2021 | AH21R-006 |
| PROJECT: | | - | | ATTEN: |
| Re-roof Ga | rage | | | |
| LOCATION: | | J | | |
| 721 W 17 Th | St Cedar Falls IA, 50613 | | | |
| PHONE: | FAX | E-mail | | |
| (515) 509-6 | 5733 | | nate.gainer11@ខ្ | gmail.com |
| | Please Note Co | -roof approximat ertain Qualificati | ely: 575 square fe ons and Exclusior | et. ns |
| Install Ice (Install D-e(Install Life(Install ventall ventall ventall) | I shingles (1-layer) and existing deb Guard and felt per code per manuf dge metal per manufactures specif time Architectural shingle owner's as per manufactures specifications. | actures specificat ications as necess choice of stock co | ions. ary. olors per manufactu | |
| EOD THE SI | IM OE: | | | |

TWO THOUSAND SIX HUNDRED AND TWENTY-FIVE DOLLARS. (\$2,625.00)

ALTERNATES: None

OTHER ADDITIONS OR EXCLUSIONS:

Payments to be made as follows: 100% upon completion. This contract may be void if not accepted in 30 days. Qualifications and exclusions:

- > Sales tax included
- > No Payment or performance bonds included
- No Snow or ice removal included
- No deck replacement included

| Kelly Construction Services | | | |
|--|--------------|--|--|
| Respectfully submitted by: Alfredo Herrera | Name/Date: | | |
| | Accepted By: | | |

Jaydevsinh Atodaria

From: Nate Gainer <nate.gainer11@gmail.com>

Sent: Friday, April 2, 2021 4:32 PM

To: Jaydevsinh Atodaria

Subject: Fwd: Garage Door and opener

CAUTION: This email originated outside the City of Cedar Falls email system.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent from my iPhone

Begin forwarded message:

From: Darin darin@cedarvalleygaragedoors.com

Date: December 8, 2020 at 10:51:51 PM CST

To: nate.gainer11@gmail.com Subject: Door and opener

Hi Nate

Here is the pricing you requested for the door and opener.

1-16×6'6 Amarr model Lincoln 1000 uninsulated door standard track torsion springs reinforcing struts perimeter weather seal operator bracket no windows white in color

1-Liftmaster model 8365 opener

2 remotes

1 keyless

Installed

\$1240.00 plus tax

Thanks for the opportunity to bid this project

Darin Cedar Valley Garage Doors 3192695033 Sent from my U.S. Cellular® Smartphone

NEDI MASONRY REPAIR

ESTIMATE FOR SERVICE

Chimney repair

Nedi Masonry Repair: Providing the following information for the:

House Owner: Nate Gainer

House Address: 721 West 17th Street, Cedar Falls, IA 50613

Work area:

Damaged chimney

Includes the following:

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- > Install metal chimney cap
- > Install chimney flashing

The price for the service shall be: \$ 3,000.00

Murdric

(Three thousand dollars)

Nedi Masonry Repair

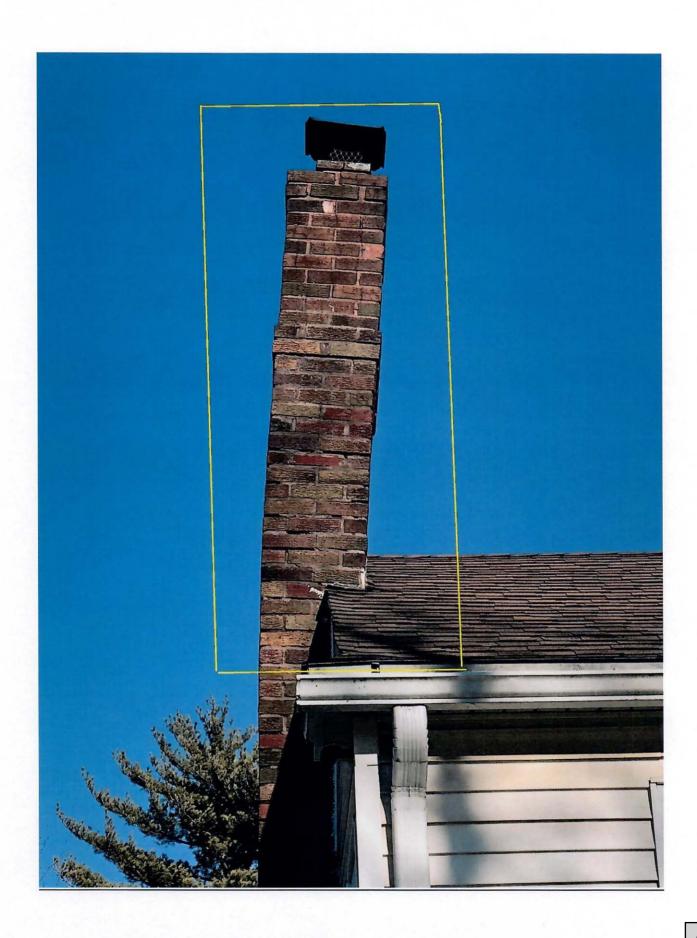
By: Ned Ibradzic Date: 12/03/2020

Its: President

Tel:319-290-1073 Ned

Cell: 319-230-4639 Emir E-mail: ckone@usa.com

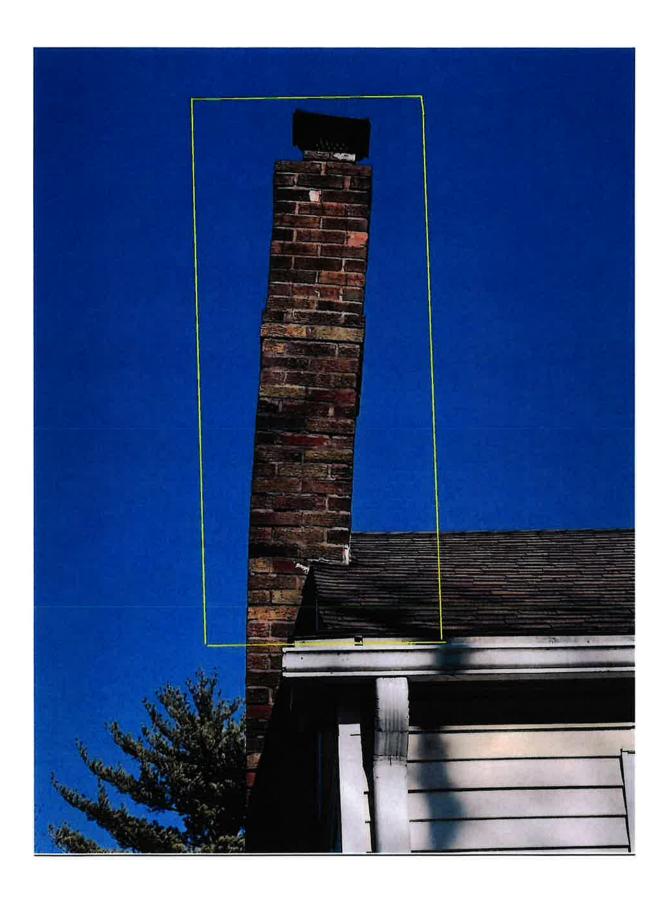
317 joy dr. Waterloo IA 50701





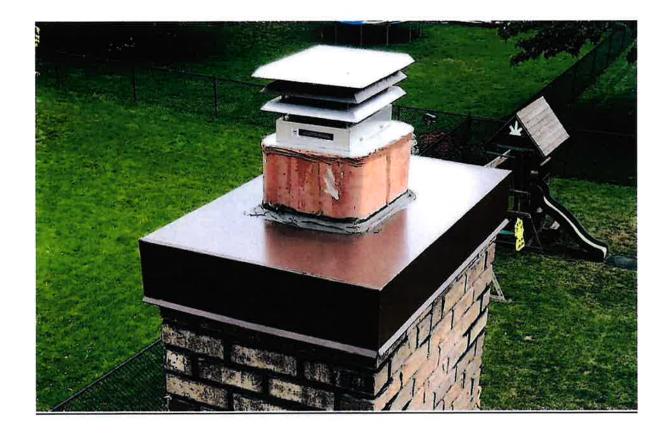
Metal chimney cap sample





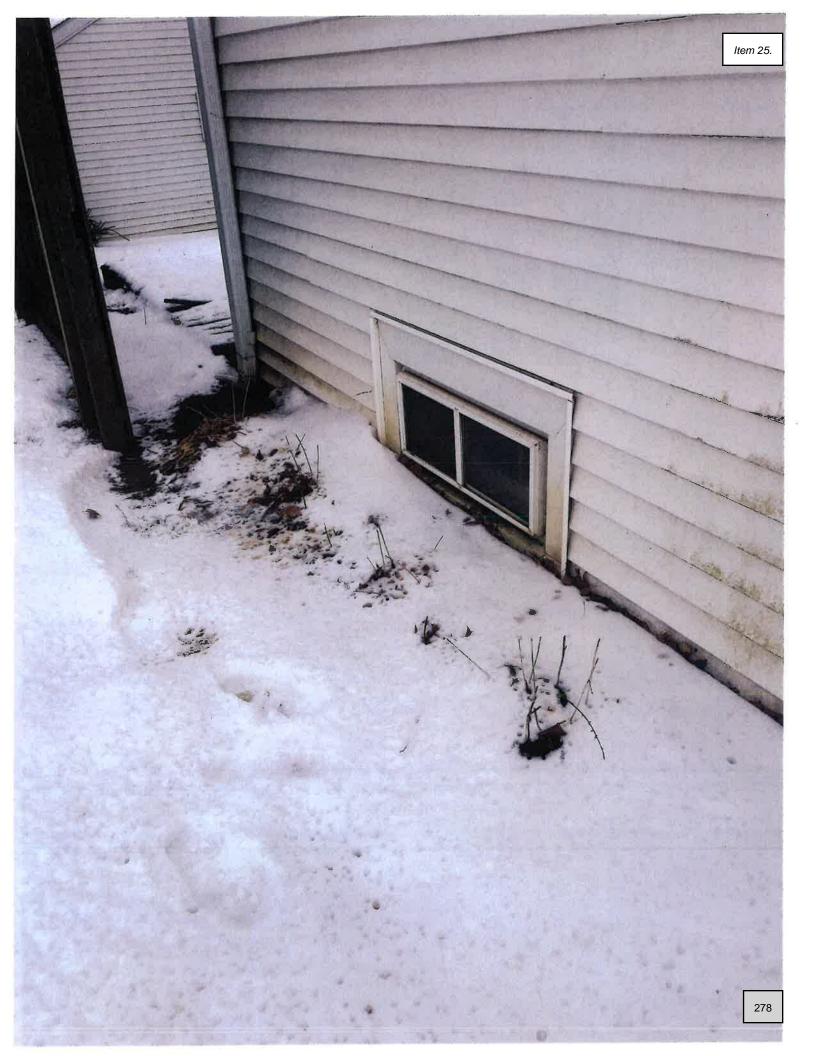


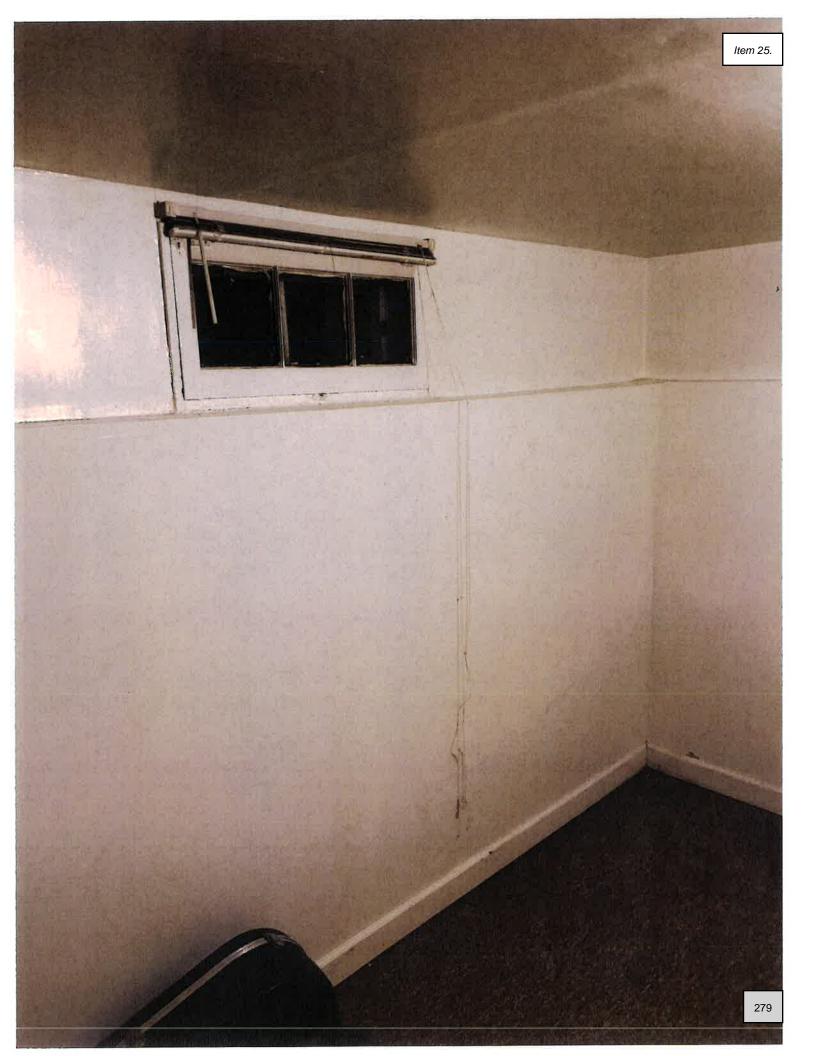
Metal chimney cap sample

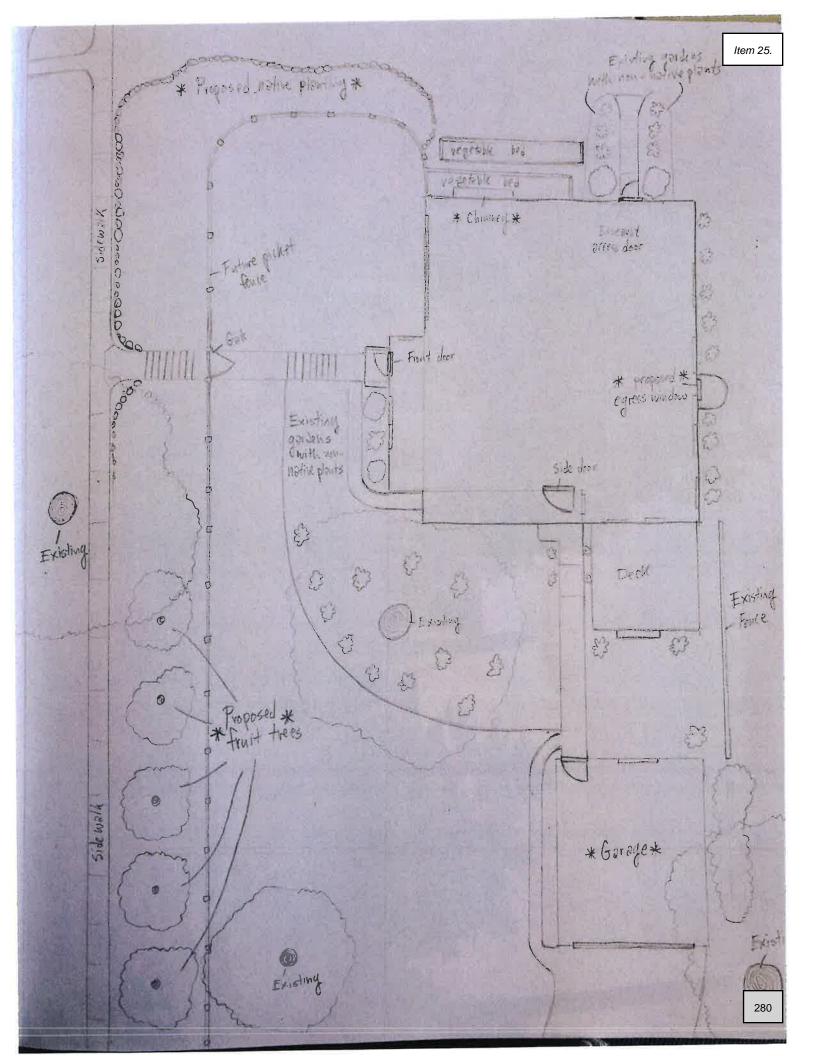


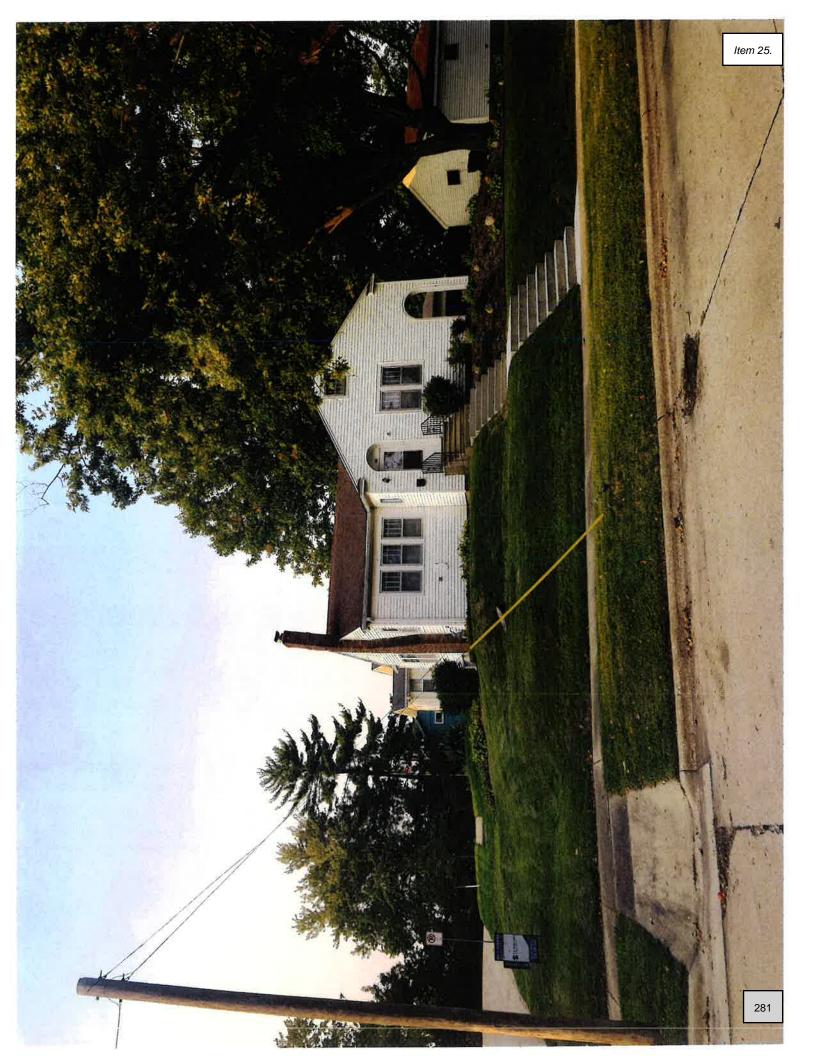


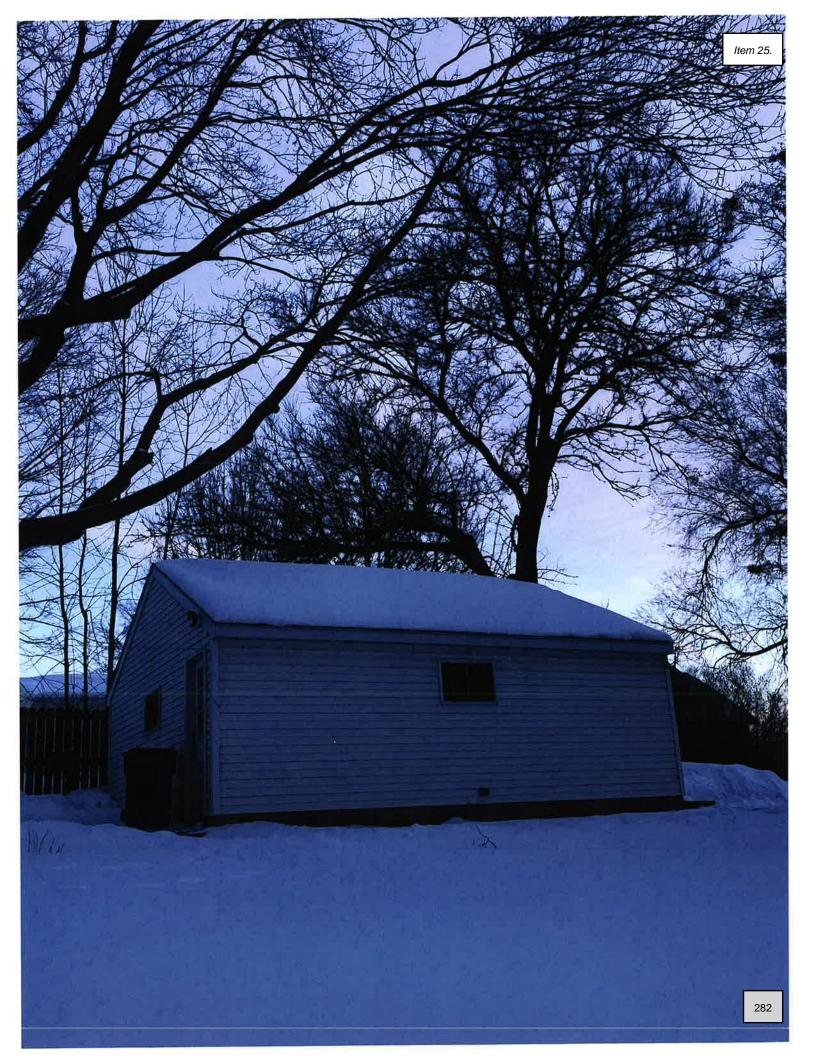














DEPARTMENT OF COMMUNITY DEVELOPMENT

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: Michelle Pezley, Planner III

DATE: April 15, 2021

SUBJECT: CARES Act Community Development Block Grant Funds (CDBG-CV2)

Service Agency Contracts- Eastside Ministerial Alliance

In April 2020, the CARES Act was passed in response to COVID-19. The State notified the City in mid-May that a portion of the State's CDBG funds were anticipated to be proportionally allocated to Entitlement Communities through the Iowa Economic Development Authority (IEDA). City Council approved the contract on their January 19th meeting, including an outline of how much of the funding would be distributed.

The City received \$369,432 as part of the CDBG-CV2. The funds are broken up to four categories: Service Agencies (\$115,000), City response to Covid-19 (\$75,430), Schools response to Covid-19 (\$111,152), Administration (\$40,026). Staff has been working with the service agencies and schools to complete contracts. We anticipate a total of eight contracts. The City Council approved five contracts within the last two City Council meetings. Attached is the Eastside Ministerial Alliance, Inc Subrecipient agreement (\$15,000.00) to offer rent/mortgage assistance to households affected by Covid-19.

Staff recommends approving the contract with Eastside Ministerial Alliance, Inc. The City Attorney has reviewed the contract and State-required attachments.

Please contact staff with any questions. Thank you.

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development Karen Howard, AICP, Planning & Community Services Manager

SUBRECIPIENT AGREEMENT FOR FEDERALLY FUNDED PROJECT

This Subrecipient Agreement (the "Agreement") is made this _____ day of ______ day of ______, 2021 by the <u>City of Cedar Falls</u>, Iowa ("Local Government"); and <u>Eastside Ministerial Alliance</u>, <u>Inc.</u>, (hereinafter called "the Subrecipient").

WHEREAS, the Local Government has applied to the lowa Economic Development Authority for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 and Chapter 23 of the Iowa Administrative Code to Funds will be used for preventing homelessness, including offering rent/mortgage assistance for qualifying Cedar Falls residents that are, or have been, impacted by the COVID-19 pandemic.; and,

WHEREAS, the Local Government will partner with the Subrecipient to implement and administer CDBG funded activities approved by the Iowa Economic Development Authority;

NOW, THEREFORE, the parties agree to the following to the terms and conditions:

Section 1. Funds Awarded. The Local Government shall award the Subrecipient \$15,000 to implement the following CDBG approved project activities: provide rent or mortgage assistance to those who are in need of relief due to COVID-19.

- The following deliverables are required with the signing of the contract:
 - A Duplication of Benefits (DOB) Certification
 - Subrogation and Assignment Agreement
- The following deliverables are required quarterly:
 - Quarterly report of Duplications of Benefits Certification
 - Quarterly performance Report
 - Each Individual received assistance CDBG-CV Duplication of Benefits (DOB)
 Worksheet

Section 2. <u>Administration</u>. The administration of the lowa Economic Development Authority CDBG Contract #20-CVE-009 and all transactions involving the expenditure of any of the grant funds within the scope of said contract shall be the sole prerogative of the Local Government carried out in such manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974, 261--Chapter 23 of the Iowa Administrative Code and the contract between IEDA and the Local Government.

Section 3. Property Ownership. Any and all improvements or property, real or personal, constructed, installed, or acquired pursuant to this contract shall be and remain the property of the Subrecipient. If, from the date funds are first spent for the property until five years after closeout of the Local Government's grant the use or planned use of the property is proposed to be changed, then the Subrecipient shall notify the Local Government of the proposed change. The Local Government shall contact the Iowa Economic Development Authority for instructions on how to proceed. If the Subrecipient proceeds with a use determined by the Iowa Economic Development Authority to be inconsistent with the use of the CDBG funds, the Subrecipient shall reimburse the Local Government and the Local Government shall

reimburse the Iowa Economic Development Authority in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds.

Section 4. <u>Proposed Project</u>. The Subrecipient shall grant access to the premises and Subrecipients' program records for the Local Government and its contractors to perform such required functions consistent with the CDBG contract as the Local Government shall deem appropriate.

Section 5. Excess Costs. It is agreed that if project costs exceed the amount of CDBG funds awarded to the Subrecipient, as describe in Section 1 of this agreement, the Subrecipient shall be responsible for covering all excess costs and hold the Local Government free of any contractual liability.

Section 6. <u>Indemnification</u>. The Subrecipient shall hold the Local Government and its officers and employees harmless from any and all claims, losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which is pertains.

Section 7. <u>Unallowable Costs</u>. If the Local Government determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Local Government's final determination of the disallowance of costs. If it is Local Government's final determination that costs previously paid by the Local Government are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Subrecipient shall repay to Local Government any and all disallowed costs.

Section 8. <u>Amendments to the agreement</u>. The terms and conditions of this contract may be amended only by written instrument executed by both parties and, when necessary, with the concurrence of the State of Iowa, Iowa Economic Development Authority. Such amendments include any deviation from the recipient program schedule, or other terms and conditions provided for by the Iowa Economic Development Authority contract #20-CVE-009, which is by this reference incorporated herein and made a part hereof of this Subrecipient agreement.

Section 9. <u>Events of Default</u>. The following shall constitute Events of Default under this Agreement:

- a. <u>Material Misrepresentation</u>. If at any time any representation, warranty or statement made or furnished to the Local Government by, or on behalf of the Subrecipient in connection with this Agreement or to induce the Local Government to make a grant to the Subrecipient shall be determined by the Local Government to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Local Government's satisfaction within thirty (30) days after written notice by the Local Government is given to the Subrecipient.
- b. <u>Noncompliance.</u> If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Agreement.
- c. <u>Agreement Expiration Date.</u> If the Project, in the sole judgment of the Local Government, is not completed on or before the Iowa Economic Development Authority

CDBG agreement expiration date.

- d. <u>Misspending.</u> If the Subrecipient expends Grant proceeds for purposes not described in the CDBG application, this Agreement, or as authorized by the Local Government.
- e. <u>Insurance.</u> If loss, theft, damage or destruction of any substantial portion of the property of the Subrecipient occurs for which there is either no insurance coverage or for which, in the opinion of the Local Government, there is insufficient insurance coverage.

Section 10. <u>Notice of Default</u>. The Local Government shall issue a written notice of default providing therein a fifteen (15) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

Section 11. Remedies upon Default. If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it to do one or both of the following:

- a. Exercise any remedy provided by law;
- b. Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Agreement plus interest.

Section 12. Non-Assignment. Neither party to this contract shall assign its rights and obligations hereunder without the prior written authorization of the other party.

Section 13. <u>Severability of Provisions.</u> This contract shall be governed by the laws of the State of Iowa. In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14. <u>Federal Laws</u>. By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:

- a. The requirements of Executive Order 11246, as amended by Presidential Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60.
- b. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
- c. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this agreement to the extend and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their agreement as specified in 261- Chapter 23. Iowa Administrative Code and 2 CRF 200.

- d. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore 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 agreement 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 agreement.
- e. Davis-Bacon Act, as amended (40 U.S.C. 276a 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
- f. Contracts in excess of \$100,000 shall require compliance with the following laws and regulations: 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; EPA Regulations 40 CFR, Part 15; as applicable.
- g. For the CDBG activities identified in this agreement, the parties are required to follow the lowa Economic Development Authority's procurement policies and procedures allowed under 24 CFR 570.489(g). The Procurement Policy is found in "lowa Community Development Block Grant Management Guide", as found on the Authority's website at https://www.iowaeda.com/UserDocs/2020cdbg-appx2.pdf (pgs. 11-16)

h. Civil Rights

- (1) Discrimination in Employment. The parties shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Parties may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Parties agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees Upon the State's written request, the Parties shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.
- (2) <u>Consideration for Employment</u>. The Parties shall, in all solicitations or advertisements for employees placed by or on behalf of the Parties, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

- (3) <u>Solicitation and Advertisements.</u> The Parties shall list all suitable employment openings in the State Employment Service local offices.
- (4) <u>Civil Rights Compliance</u>. The Parties shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Parties will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.
- (5) The Parties shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The parties shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.
- (i) The Parties shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
- (1) 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.
- (2) 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.
- (3) The parties agree 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 Subrecipient is in violation of the regulations in 24 CFR part 135. The Local Government will not subcontract with any Subrecipient where the Local Government has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (4) The parties 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 obligations under 24 CFR part 135.

(j) Duplication of benefits

- (1) The parties acknowledge that activities identified in this agreement are funded through the state of Iowa's CDBG-CV funds, allocated through the CARES Act.
- (2) The parties acknowledge that prevention of Duplication of Benefits is a requirement per the CARES Act and corresponding HUD Federal Register <u>Notice</u> of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Programs. (FR–6218–N–01)
- (3) For CDBG activities identified in this agreement, the parties agree to prevent Duplication of Benefits as required by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Act of 2018.
- (4) The Subrecipient agrees to follow the Duplication of Benefits policies and procedures as provided by the Local Government.
- (5) The Subrecipient agrees to repay CDBG-CV funds received from the Local Government, if the Local Government determines a Duplication of Benefits has occurred.

Section 15. <u>Certification regarding Government wide restriction on lobbying</u>. The Parties certify that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Parties, 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 awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) 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 Parties shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- (c) The Parties 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 parties shall certify and disclose accordingly.

Section 16. <u>Termination</u>. This agreement may be terminated:

- (a) <u>For cause.</u> The Local Government may terminate the Contract in whole, or in part, whenever the Local Government determines that the Subrecipient has failed to comply with the terms and conditions of the Contract.
- (b) <u>For convenience.</u> The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.
- (c) <u>Due to reduction of CDBG funding.</u> At the discretion of the Local Government, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the Local Government.

Section 17. <u>Procedures Upon Termination</u>. This contract may be terminated by discretion of the Local Government by providing written notice to be conveyed via certified mail 30 days in advance. Project costs incurred by the Subrecipient will be paid by the Local Government through the effective termination date.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement and have caused their duly authorized representatives to execute this agreement, effective of the date listed below:

| For the LOCAL GOVERNMENT: |
|---------------------------|
| Ву: |
| Date:// |
| |
| For the SUBRECIPIENT: |
| By: Shuly Green |
| Date: 03 / 3 / 300 / |

SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this day of _______, 20 _____, by and between _Eastside Ministerial Alliance, Inc ("Applicant") and the City of Cedar Falls ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the [City of Cedar Falls] [Eastside Ministerial Alliance] (the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any housing assistance programs that are determined in the sole discretion of City of Cedar Falls to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable housing assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or creditis a violation of Title 18 United

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

| APPLICANT | 11 1 11 | CO-APPLICANT | |
|------------------------------|--------------|------------------------------|--|
| Signature: Name: Date: | This 13/2021 | Signature: Name: Date: | |
| GRANTOR: | | | |
| City of Cedar F | alls | | |
| Signature: | | | |
| Name: | | | |
| Title: | | | |
| Date: | | | |



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: Michelle Pezley, Planner III

DATE: April 15, 2021

SUBJECT: CARES Act Community Development Block Grant Funds (CDBG-CV2)

Service Agency Contracts- Jesse Cosby Neighborhood Center, Inc.

In April 2020, the CARES Act was passed in response to COVID-19. The State notified the City in mid-May that a portion of the State's CDBG funds were anticipated to be proportionally allocated to Entitlement Communities through the Iowa Economic Development Authority (IEDA). City Council approved the contract on their January 19th meeting, including an outline of how much of the funding would be distributed.

The City received \$369,432 as part of the CDBG-CV2. The funds are broken up to four categories: Service Agencies (\$115,000), City response to Covid-19 (\$75,430), Schools response to Covid-19 (\$111,152), Administration (\$40,026). Staff has been working with the service agencies and schools to complete contracts. We anticipate a total of eight contracts. The City Council approved five of the eight contracts within the last two City Council meetings. Attached is the Jesse Cosby Neighborhood Center, Inc Subrecipient agreement (\$10,000.00) to offer rent/mortgage assistance to households, along with utility payments, transportation, food, and moving expenses that have been are or are impacted by Covid-19.

Staff recommends approving the contract with Eastside Ministerial Alliance, Inc. The City Attorney has reviewed the contract and State-required attachments.

Please contact staff with any questions. Thank you.

Xc: Stephanie Houk Sheetz, AICP, Director of Community Development Karen Howard, AICP, Planning & Community Services Manager

SUBRECIPIENT AGREEMENT FOR FEDERALLY FUNDED PROJECT

| This Subrecipient Agreement (the "Agreement") is made this day of | |
|---|-------|
| April , 2021 by the City of Cedar Falls, Iowa ("Local Government"); and | Jesse |
| Cosby Neighborhood Center, Inc., (hereinafter called "the Subrecipient"). | |

WHEREAS, the Local Government has applied to the Iowa Economic Development Authority for a grant of federal funds from the U.S. Department of Housing and Urban Development pursuant to Title I of the Housing and Community Development Act of 1974 and Chapter 23 of the Iowa Administrative Code to provide assistance to income-qualified tenants that are in danger of becoming homeless as a result of COVID-19; and,

WHEREAS, the Local Government will partner with the Subrecipient to implement and administer CDBG funded activities approved by the Iowa Economic Development Authority;

NOW, THEREFORE, the parties agree to the following to the terms and conditions:

Section 1. Funds Awarded. The Local Government shall award the Subrecipient \$10,000 to implement the following CDBG approved project activities: Funds will be used for preventing homelessness, including offering rent/mortgage assistance, along with utility payments, transportation, food, and moving expenses for qualifying Cedar Falls residents that are, or have been, impacted by the COVID-19 pandemic.

- · The following deliverables are required with the signing of the contract:
 - A Duplication of Benefits (DOB) Certification
 - Subrogation and Assignment Agreement
- The following deliverables are required quarterly:
 - Quarterly report of Duplications of Benefits Certification
 - Quarterly performance Report
 - Each Individual received assistance CDBG-CV Duplication of Benefits (DOB)
 Worksheet

Section 2. <u>Administration</u>. The administration of the Iowa Economic Development Authority CDBG Contract #20-CVE-009 and all transactions involving the expenditure of any of the grant funds within the scope of said contract shall be the sole prerogative of the Local Government carried out in such manner as it deems appropriate and consistent with Title I of the Housing and Community Development Act of 1974, 261--Chapter 23 of the Iowa Administrative Code and the contract between IEDA and the Local Government.

Section 3. <u>Property Ownership</u>. Any and all improvements or property, real or personal, constructed, installed, or acquired pursuant to this contract shall be and remain the property of the Subrecipient. If, from the date funds are first spent for the property until five years after closeout of the Local Government's grant the use or planned use of the property is proposed to be changed, then the Subrecipient shall notify the Local Government of the proposed change. The Local Government shall contact the Iowa Economic Development Authority for instructions on how to proceed. If the Subrecipient proceeds with a use determined by

the Iowa Economic Development Authority to be inconsistent with the use of the CDBG funds, the Subrecipient shall reimburse the Local Government and the Local Government shall reimburse the Iowa Economic Development Authority in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds.

Section 4. <u>Proposed Project</u>. The Subrecipient shall grant access to the premises and Subrecipients' program records for the Local Government and its contractors to perform such required functions consistent with the CDBG contract as the Local Government shall deem appropriate.

Section 5. Excess Costs. It is agreed that if project costs exceed the amount of CDBG funds awarded to the Subrecipient, as describe in Section 1 of this agreement, the Subrecipient shall be responsible for covering all excess costs and hold the Local Government free of any contractual liability.

Section 6. <u>Indemnification</u>. The Subrecipient shall hold the Local Government and its officers and employees harmless from any and all claims, losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which is pertains.

Section 7. <u>Unallowable Costs</u>. If the Local Government determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to Local Government's final determination of the disallowance of costs. If it is Local Government's final determination that costs previously paid by the Local Government are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Subrecipient shall repay to Local Government any and all disallowed costs.

Section 8. Amendments to the agreement. The terms and conditions of this contract may be amended only by written instrument executed by both parties and, when necessary, with the concurrence of the State of Iowa, Iowa Economic Development Authority. Such amendments include any deviation from the recipient program schedule, or other terms and conditions provided for by the Iowa Economic Development Authority contract #20-CVE-009, which is by this reference incorporated herein and made a part hereof of this Subrecipient agreement.

Section 9. Events of Default. The following shall constitute Events of Default under this Agreement:

- a. <u>Material Misrepresentation</u>. If at any time any representation, warranty or statement made or furnished to the Local Government by, or on behalf of the Subrecipient in connection with this Agreement or to induce the Local Government to make a grant to the Subrecipient shall be determined by the Local Government to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Local Government's satisfaction within thirty (30) days after written notice by the Local Government is given to the Subrecipient.
- b. <u>Noncompliance</u>. If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Agreement.

- Agreement Expiration Date. If the Project, in the sole judgment of the Local Government, is not completed on or before the lowa Economic Development Authority CDBG agreement expiration date.
- d. <u>Misspending.</u> If the Subrecipient expends Grant proceeds for purposes not described in the CDBG application, this Agreement, or as authorized by the Local Government.
- e. <u>Insurance</u>. If loss, theft, damage or destruction of any substantial portion of the property of the Subrecipient occurs for which there is either no insurance coverage or for which, in the opinion of the Local Government, there is insufficient insurance coverage.
- Section 10. Notice of Default. The Local Government shall issue a written notice of default providing therein a fifteen (15) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.
- Section 11. Remedies upon Default. If, after opportunity to cure, the default remains, Local Government shall have the right, in addition to any rights and remedies available to it to do one or both of the following:
 - a. Exercise any remedy provided by law;
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- Section 12. <u>Non-Assignment.</u> Neither party to this contract shall assign its rights and obligations hereunder without the prior written authorization of the other party.
- Section 13. <u>Severability of Provisions.</u> This contract shall be governed by the laws of the State of lowa. In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- Section 14. <u>Federal Laws</u>. By virtue of the federal funding provided for under this agreement, the parties hereto shall be bound by and adhere to all applicable federal laws, rules, policies, orders and directions, including by way of specification but not limited to the following:
 - a. The requirements of Executive Order 11246, as amended by Presidential Executive Order 11375 and the regulations issued under the Order at 41 CFR Chapter 60.
 - b. The requirements of Executive Orders 11625, 12432, and 12138. Consistent with responsibilities under these Orders, the provider must make efforts to encourage the use of minority- and women-owned business enterprises in connection with activities funded under this part.
 - c. The maintenance of books, records, documents and other such evidence pertaining to all costs and expenses incurred and revenues received under this agreement to the extend and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, and equipment, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under their agreement as specified in 261- Chapter

- 23, Iowa Administrative Code and 2 CRF 200.
- d. At any time during normal business hours and as frequently as deemed necessary, the parties heretofore 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 agreement 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 agreement.
- e. Davis-Bacon Act, as amended (40 U.S.C. 276a 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
- f. Contracts in excess of \$100,000 shall require compliance with the following laws and regulations: 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; EPA Regulations - 40 CFR, Part 15; as applicable.
- g. For the CDBG activities identified in this agreement, the parties are required to follow the lowa Economic Development Authority's procurement policies and procedures allowed under 24 CFR 570.489(g). The Procurement Policy is found in "Iowa Community Development Block Grant Management Guide", as found on the Authority's website at https://www.iowaeda.com/UserDocs/2020cdbg-appx2.pdf (pgs. 11-16)

h. Civil Rights

- (1) Discrimination in Employment. The parties shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, sexual orientation, gender identity, familial status, physical or mental disability. The Parties may take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age, sexual orientation, familial status, gender identity, or physical or mental disability. Such action shall include, but may not be limited to, the following: employment, upgrading, promotion, demotion or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Parties agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees Upon the State's written request, the Parties shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11---121.
- (2) <u>Consideration for Employment</u>. The Parties shall, in all solicitations or advertisements for employees placed by or on behalf of the Parties, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, sexual orientation, gender identity, physical or mental disability, or familial status.

- (3) <u>Solicitation and Advertisements</u>. The Parties shall list all suitable employment openings in the State Employment Service local offices.
- (4) <u>Civil Rights Compliance</u>. The Parties shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended; Chapter 19B.7 and Chapter 216, Code of Iowa; Federal Executive Order 11246, as amended; Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.); the Fair Labor Standards Act (29 U.S.C. Section 201 et seq.); The Americans with Disabilities Act, as applicable, (P.L. 101 336, 42 U.S.C. 12101-12213); Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794); and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Parties will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.
- (5) The Parties shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The parties shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.
- (i) The Parties shall comply with provisions for training, employment, and contracting in accordance with 24 CFR part 135, Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
- (1) 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.
- (2) 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.
- (3) The parties agree 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 Subrecipient is in violation of the regulations in 24 CFR part 135. The Local Government will not subcontract with any Subrecipient where the Local Government has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (4) The parties 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 obligations under 24 CFR part 135.

(j) Duplication of benefits

- (1) The parties acknowledge that activities identified in this agreement are funded through the state of Iowa's CDBG-CV funds, allocated through the CARES Act.
- (2) The parties acknowledge that prevention of Duplication of Benefits is a requirement per the CARES Act and corresponding HUD Federal Register <u>Notice of Program Rules</u>, <u>Waivers</u>, <u>and Alternative Requirements Under the CARES Act for Community Development Block Grant Program Coronavirus Response Grants</u>, <u>Fiscal Year 2019 and 2020 Community Development Block Grants</u>, and <u>for Other Formula Programs</u>. (FR–6218–N–01)
- (3) For CDBG activities identified in this agreement, the parties agree to prevent Duplication of Benefits as required by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Act of 2018.
- (4) The Subrecipient agrees to follow the Duplication of Benefits policies and procedures as provided by the Local Government.
- (5) The Subrecipient agrees to repay CDBG-CV funds received from the Local Government, if the Local Government determines a Duplication of Benefits has occurred.

Section 15. <u>Certification regarding Government wide restriction on lobbying</u>. The Parties certify that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Parties, 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 awarding any Federal contract, making any Federal grant, making any Federal loan, entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) 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 Parties shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- (c) The Parties 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 parties shall certify and disclose accordingly.

Section 16. Termination. This agreement may be terminated:

- (a) <u>For cause</u>. The Local Government may terminate the Contract in whole, or in part, whenever the Local Government determines that the Subrecipient has failed to comply with the terms and conditions of the Contract.
- (b) <u>For convenience</u>. The Parties may terminate the Contract in whole, or in part, when all parties agree that the continuation of the Project would not produce beneficial results commensurate with the future disbursement of funds.
- (c) <u>Due to reduction of CDBG funding.</u> At the discretion of the Local Government, the Contract may be terminated in whole, or in part, if there is a reduction or termination of CDBG Federal block grant funds to the Local Government.

Section 17. <u>Procedures Upon Termination</u>. This contract may be terminated by discretion of the Local Government by providing written notice to be conveyed via certified mail 30 days in advance. Project costs incurred by the Subrecipient will be paid by the Local Government through the effective termination date.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement and have caused their duly authorized representatives to execute this agreement, effective of the date listed below:

| FOR the LOCAL GOVERNMENT; | |
|---|--|
| Ву: | |
| Date:// | |
| For the SUBRECIPIENT: | |
| By: <u>Jusoe a Zlenderson</u> Date: 4 1212021 | |
| Date: 4 / 12 / 2021 | |

SUBROGATION AGREEMENT

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this 12 day of ________, 20_21_, by and between _ Jesse Cosby Neighborhood Center, Inc ("Applicant") and the City of Cedar Falls ("Grantor").

In consideration of Applicant's financial situation or the commitment by Grantor to evaluate Applicant's application for the receipt of funds (collectively, the "Grant") under the [City of Cedar Falls] Jesse Cosby Neighborhood Center (the "Program") administered by Grantor, Applicant hereby assigns to Grantor all of Applicant's future rights to reimbursement and all payments received from any grant, subsidized loan, or assistance under any housing and utility assistance programs that are determined in the sole discretion of City of Cedar Falls to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from a federal grant or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds not listed on the Duplication of Benefits Certification, the Applicant agrees to immediately notify the Grantor of such additional amounts. The Grantor will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the Grantor.

Applicant's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Applicant's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by the Grantor. Applicant further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Applicant would be entitled to under any applicable housing and utility assistance program.

If requested by the Grantor, Applicant agrees to execute such further and additional documents and instruments as may be requested to further and better assign to the Grantor, to the extent of the Grant paid to Applicant under the Program, the Policies, any amounts received under the Program that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by the Grantor to consummate and make effective the purposes of this Agreement.

Applicant explicitly allows the Grantor to request of any organization with which the Applicant has applied for or is receiving *Proceeds*, any non-public or confidential information determined to be reasonably necessary by the Grantor to monitor/enforce its interest in the rights assigned to it under this Agreement and give Applicant's consent to such company to release said information to the Grantor.

Applicant represents that all statements and representations made by the Applicant regarding Proceeds received by the Applicant shall be true and correct as of the date of Closing.

NOTICE: Applicant executing this Agreement are hereby notified that intentionally or knowingly making a materially false or misleading written statement to obtain property or creditis a violation of Title 18 United

Jesse Cosby Neighborhood Center Subrogation Agreement

States Code Section 1001 and, depending upon the amount of the Grant, is punishable by a fine, imprisonment for not more than five (5) years, or both, which may be ruled a felony, for any violation of such Section.

The Applicant executing this Agreement hereby represents that he\she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain the Grant.

In any proceeding to enforce this Agreement, the Grantor shall be entitled to recover all costs of enforcement, including actual attorney's fees.

| APPLICANT | | CO-APPLICANT | |
|---------------------------------------|--|------------------------------|--|
| Signature: Name: Date: | Jene C Denderson Jesse C Henderson 4/12/2021 | Signature: Name: Date: | |
| GRANTOR : City of Cedar Fal | ls . | | |
| Signature: Name: Title: Date: | | | |

Attachment A DUPLICATION OF BENEFITS CERTIFICATION CDBG-CV PROGRAM

The funding program to which you are applying (CDBG-CV) requires verification of additional financial assistance to comply with The Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Stafford Act Section 312 42 U.S.C. 5121–5207) which prohibits federal agencies from providing financial assistance to any person, business concern, or other entity from receiving federal funds that are duplicative from any other program or any other source where the assistance amount exceeds the need for specific disaster recovery purpose.

| Organization: Jesse Cosby Nelgl | Morhood Center | |
|---|---------------------------------------|------------------------------|
| Program: CDB6-CV | | |
| IWe, Jesse C Henderson Print Name | , affirm the following: | |
| I/We make this Affidavit in connection with Comassistance through the Iowa Economic Development | · · · · · · · · · · · · · · · · · · · | , |
| I/We received or expect to receive the addition and amounts as listed on the CDBG-CV Application. | _ | '☑ (please check) |
| I/We received or expect to receive the additionand amounts as listed on the CDBG-CV And changes: (please list) | • | |
| I/We received or expect to receive no additiona | l Program funds | |
| I/We agree to notify the local government in w certification from the date of this Certification throu | | |
| Title 18, Section 1001 of the U.S. Code states the making false or fraudulent statements to any depart | · · · · · · · · · · · · · · · · | |
| I/We certify under penalty of perjury that all informative best of my/our knowledge. I give my consent to use the information provided herein for the purpose | o the sponsoring organization con | sidering this application to |
| Signature | 4/12/2021 Date | |
| Signature | Date | |

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: Chris Sevy, Planner I

Ben Claypool, Civil Engineer II

DATE: April 13, 2020

SUBJECT: Hy-Vee Online Kiosk 2.0: Case # SP21-003

REQUEST: Approval for site plan amendment

PETITIONER: Hy-Vee, Inc

LOCATION: 6301 University Avenue

PROPOSAL

This is a change to a previously approved proposal. The applicant proposes to install a permanent kiosk for online order pick up service in the rear parking lot of their location at 6301 University Avenue. The proposal includes a small storage building, an overhead canopy, parking lot improvements, and signage. The project area is entirely in the rear of the property (shown in green to the right) and encompasses .6 acres.

BACKGROUND

There was a previous proposal pictured below that was taken to

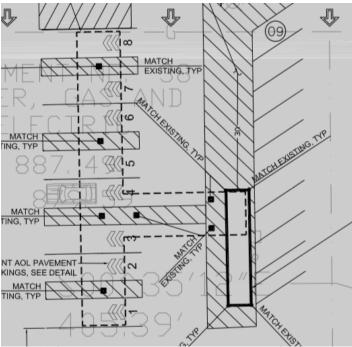
College Square Mall

Project
Area

Maplewood D7

the Planning and Zoning Commission and City Council in August 2020 that was never

built. That proposed canopy was bigger and more sprawling than the one that is currently proposed.



The current proposal has some notable differences including a larger building for staging orders and a drive-through format with stacking spaces to prevent awkward automobile waiting patterns when order volumes are high.

Hy-Vee has offered online ordering for several years. The method to do so currently involves staging the orders using an informal portable office in the rear parking lot where customers can pick up their order. However, since a significant uptick in online orders was spurred by the recent pandemic, the need for a more permanent solution arose. This is being addressed by the proposed site plan improvements.

The property in question is in the S-1 Shopping Center District which, in the case of a *minor modification* requires review by city staff and approval by the City Council. Since a similar kiosk and canopy was previously reviewed and approved, staff has determined that the change in format is a minor modification and does not require mandatory review by the Planning and Zoning Commission.

ANALYSIS

The purpose of Council's consideration of this case is not to evaluate the entire site plan, but is to evaluate the specific improvements that the applicant is proposing.

The following are the improvements and issues relating to the proposed changes:

Detached accessory structure and canopy

At 1,150 square feet, the proposed detached building intended for staging of

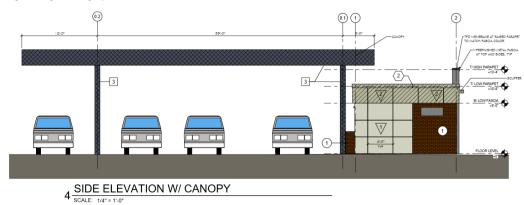
orders is significantly larger than the previously reviewed building. The drive-thru canopy which runs perpendicular to it is approximately 56 feet long and covers 896 square feet providing a protected loading



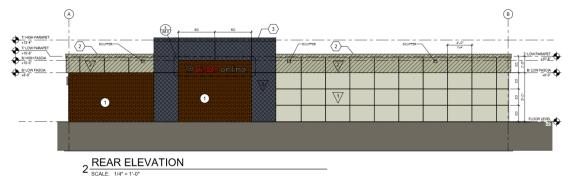
area for four vehicles. The canopy also provides shelter connecting to the building at the entrance/exit. This canopy is smaller and appears more intuitive than the previously proposed canopy.

Below are the elevations and a close-up of these structures on the site plan. Detached accessory structures must sit 8 feet from the principal structure. There are no other setbacks required in the S-1 District when abutting another commercial use. The proposed building and canopy both meet the setback requirements.

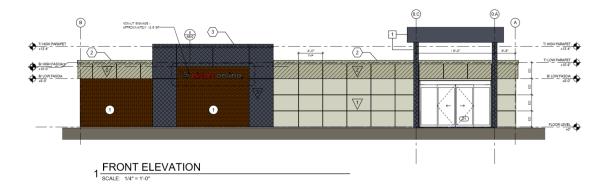
View from North:



View from west:



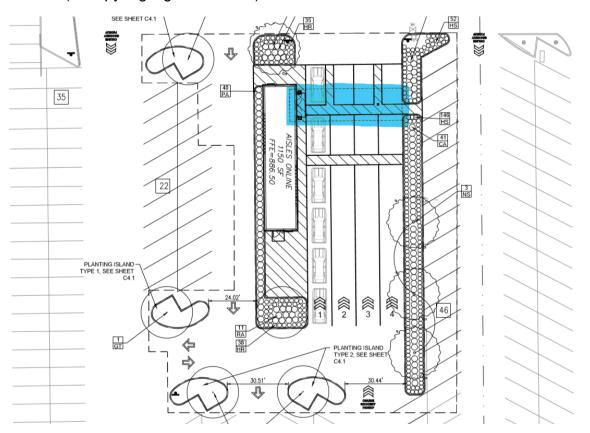
View from east (including canopy):



View from South:



Site Plan (canopy highlighted in blue):



The proposed building is shown to use thin brick and stonewood cladding while the proposed canopy is shown to use prefinished aluminum panels. These materials are similar or complementary to those on the principal structure.

Landscaping

On the site plan is also shown curbed islands that are landscaped in accordance with the requirements outlined in the parking and landscaping section of the code. HyVee's existing site has some deficiencies with regard to internal and peripheral landscape standards. When improvements are made, the project area is required to be brought into compliance with current standards. These landscape standards were triggered by the extent of demolition and repaving for the project area. They will add landscaped parking end islands and landscaped medians to separate this area from the larger parking lot, which will help to direct traffic through the pick-up area, as shown in the diagram above.

Elimination of parking spaces:

This site plan amendment would eliminate 62 parking spaces out of 585. According to the applicant's calculations, zoning requires 482 parking spaces for a grocery store of this size. Therefore, eliminating those spaces will not be an issue.

Signage

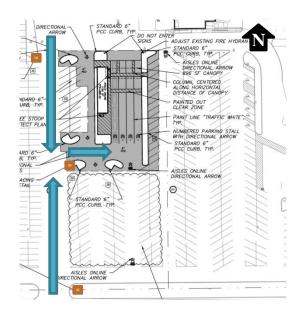
The elevations and other materials provided by the applicant indicate that signage is part of their site improvements. All signs are marked as non-lit. The following are the signs proposed:

 Wall sign on the east and west sides of the proposed detached accessory structure that says "Aisles online".
 Zoning requires that wall



- signs not exceed one third of the wall area. On the elevations this appears to meet that requirement.
- Directional signs (3) to direct traffic to the pick up area. These are limited in the code to a sign area of 6 square feet and a height of 4 feet. Below is a sample sign and diagram of their placement and traffic flow.





All signage will be issued on a separate sign permit to ensure they meet code requirements.

Technical Considerations

Code requires post-construction storm water control for any redevelopment that causes land disturbing activity greater than 25,000 square feet. On the plans, the project area where land is being disturbed is shown as 24,953, which is just under the threshold.

Important to note is that the square footage trigger for this requirement is cumulative and with this project any future planned redevelopment is likely to exceed the 25,000 square foot limit, requiring the site to meet the City's post construction storm water control requirements at that time.

STAFF RECOMMENDATION

The Community Development Department has reviewed this site plan and recommends approval, subject to the following conditions:

1. Developer's plan must conform to all city staff recommendations and technical requirements.

Attachments: Proposed Site Plan

Proposed Building Elevations Applicant Letter of Intent

HY-VEEINC.

5820 Westown Parkway

West Des Moines, Iowa 50266



PROJECT LOCATION: CEDAR FALLS, IA 6301 UNIVERSITY AVENUE 50613

PLANS ISSUED

| REV | DATE | DESCRIPTION | |
|-----|------|-------------|--|
| | | | |
| | | | |
| | | | |
| | | | |

OWNER

CEDAR FALLS HOLDINGS, LLC 417 1ST AVE SE CEDAR RAPIDS, IA 52401

DEVELOPER

HY-VEE, INC. 5820 WESTOWN PARKWAY WEST DES MOINES, IOWA 515-267-2800

CIVIL ENGINEER

LT LEON ASSOCIATES, INC. 500 EAST LOCUST STREET, SUITE 400 DES MOINES, IOWA 50309 515-422-7016 ATTN: LUIS LEON

SITE SURVEY

FOX ENGINEERING ASSOCIATES, INC 414 SOUTH 17TH STREET, SUITE 107 AMES, IA 50010 515-233-0000 ATTN: SETH POLICH

REGULATORY AGENCIES

CITY ADMINISTRATOR RON GAINES 319-273-8600

CITY ENGINEER DAVID WICKE, P.E. 319-268-5161

PUBLIC WORKS CHASE SCHRAGE 319-273-8629

FIRE CHIEF JOHN BOSTWICK 319-273-8622

UTILITY CONTACTS

CEDAR FALLS UTILITIES

CEDAR FALLS UTILITIES

CEDAR FALLS UTILITIES

CEDAR FALLS UTILITIES

STATE ONE CALL

800-292-8989

319-268-5330

319-268-5330

TELEPHONE

319-268-5330

845-544-9656

CENTURYLINK

303-453-9927

319-268-5330

MEDIACOM

845-544-9656

CENTURYLINK

303-453-9927

WATER

CABLE

MEDIACOM

ELECTRIC

POLICE CHIEF CRAIG BERTE 319-273-8612

SHEET INDEX

C0.0 COVER SHEET

C1.0 EXISTING CONDITIONS/ **DEMOLITION PLAN**

C2.0 OVERALL SITE PLAN

C2.1 SITE PLAN

C3.0 GRADING & UTILITY PLAN

C4.0 PLANTING PLAN

C4.1 PLANTING DETAILS

C5.0 CONSTRUCTION DETAILS

C5.1 CONSTRUCTION DETAILS

C5.2 CONSTRUCTION DETAILS

SHOP DRAWINGS REQUIRED PRIOR TO INSTALLATION

DIVISION 31 - EARTHWORK

(312323) FILL: PRODUCT DATA MATERIAL SOURCE

DIVISION 32 - EXTERIOR IMPROVEMENTS

(321216) ASPHALT PAVING: LIGHT DUTY MIX DESIGN HEAVY DUTY MIX DESIGN

(321313) CONCRETE PAVING: LIGHT DUTY MIX DESIGN **HEAVY DUTY MIX DESIGN** PAVING PHASING PLAN LAYOUT PAVING JOINT PLAN LAYOUT CURE COMPOUND PRODUCT DATA

(321373) CONCRETE PAVING JOINT SEALANTS: TAR JOINT SEALANT PRODUCT DATA

(321613) CURBS AND GUTTERS: **CURB AND GUTTER DESIGN MIX**

(321623) SIDEWALKS: SIDEWALK MIX DESIGN

(321723) PAVEMENT MARKINGS: PAVEMENT MARKING PRODUCT DATA

(323100) FENCES AND GATES: FENCE AND GATE PRODUCT DATA

(323200) RETAINING WALLS: RETAINING WALL PRODUCT DATA **RETAINING WALL SHOPS**

(323913) BOLLARDS: PRODUCT DATA

(328000) IRRIGATION: IRRIGATION CONTROLS PRODUCT DATA IRRIGATION LAYOUT

SHOP DRAWINGS REQUIRED PRIOR TO INSTALLATION

(329000) PLANTINGS: PLANT SUBSTITUTION SCHEDULE MULCH PRODUCT DATA

(329113) SOIL PREPARATION: AMEND SOIL MIX

(329219) SEEDING: SEEDING PRODUCT DATA

(329223) SOD: SOD PRODUCT DATA

DIVISION 33 - UTILITIES

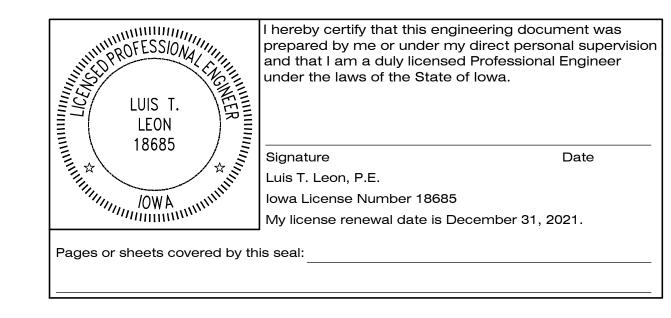
(331400) WATER MAIN APPURTENANCES: WATER MAIN AND APPURTENANCES

(333100) SANITARY SEWER: SANITARY SEWER AND **MANHOLES**

(334100) STORM DRAIN PIPING: STORM SEWER MANHOLES & INTAKES TRENCH DRAINS STORM SEWER **DRAIN TILE**

SITE LOCATION MAP







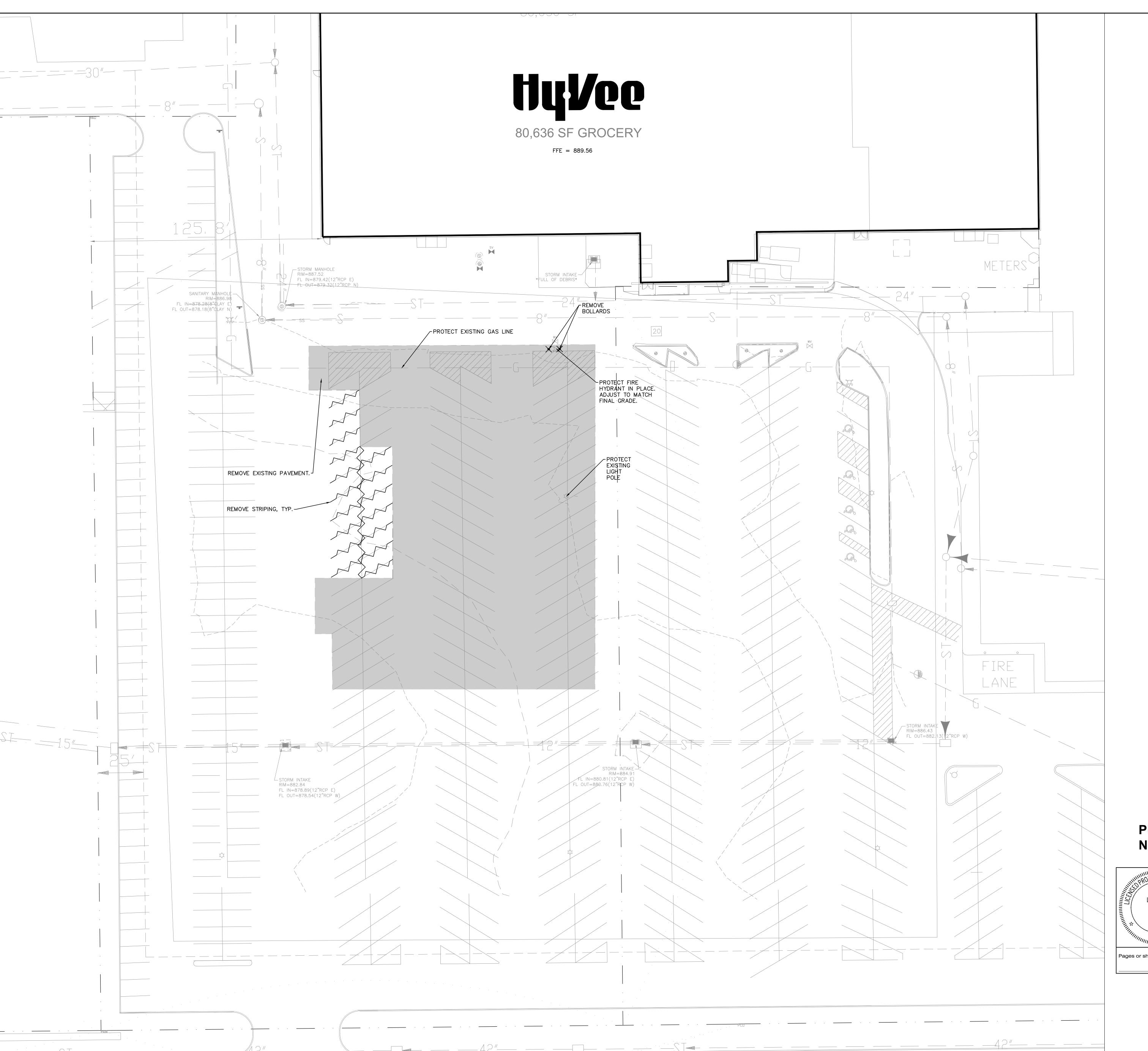
CITY SUBMITTAL #2

03-26-2021

CEDAR FALLS UTILITIES 319-268-5330

DATE

REVISION



DEMO LEGEND REMOVE ITEM **-**REMOVE ITEM REMOVE ITEM

DEMOLITION NOTES

1. REMOVAL OR ABANDONMENT OF PUBLIC UTILITIES SHALL BE FULLY COORDINATED WITH APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.

2. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OF OR RECYCLED OFF SITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.

3. PROTECT ADJACENT PROPERTY DURING DEMOLITION.

4. PROTECT EXISTING UTILITIES WHICH ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN MAY BE PRESENT.

5. REMOVE ALL DESIGNATED STREETS, DRIVEWAYS, ETC. IN THEIR ENTIRETY. BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL COMPACTED TO 98% STANDARD PROCTOR DENSITY. BACKFILLING TO BE OBSERVED BY GEOTECHNICAL ENGINEER EMPLOYED BY OWNER.

6. ALL UNDERGROUND AND OVERHEAD UTILITIES WITHIN PROPOSED BUILDING AREA LIMITS ARE TO BE REMOVED ENTIRELY. UTILITIES OUTSIDE THE BUILDING AREA LIMITS MAY BE ABANDONED IN ACCORDANCE WITH UTILITY SUPPLIER REQUIREMENTS.

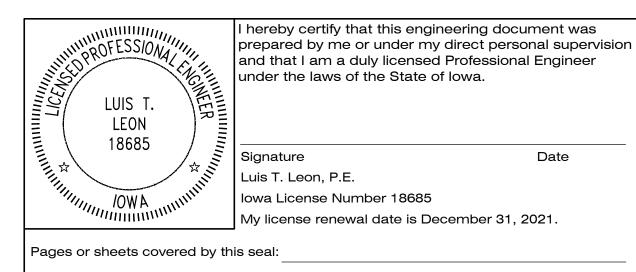
7. DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.

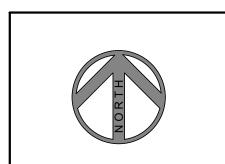
8. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION, BOTH PUBLIC AND PRIVATE.

9. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND SALVAGING ANY IRRIGATION COMPONENTS AND ADJUSTING IRRIGATION AS REQUIRED FOR OPERATION ON REMAINDER OF SITE DURING CONSTRUCTION.

10. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING SITE DEMOLITION WITH BUILDING DEMOLITION PRIOR TO CONSTRUCTION.

PRELIMINARY NOT FOR CONSTRUCTION



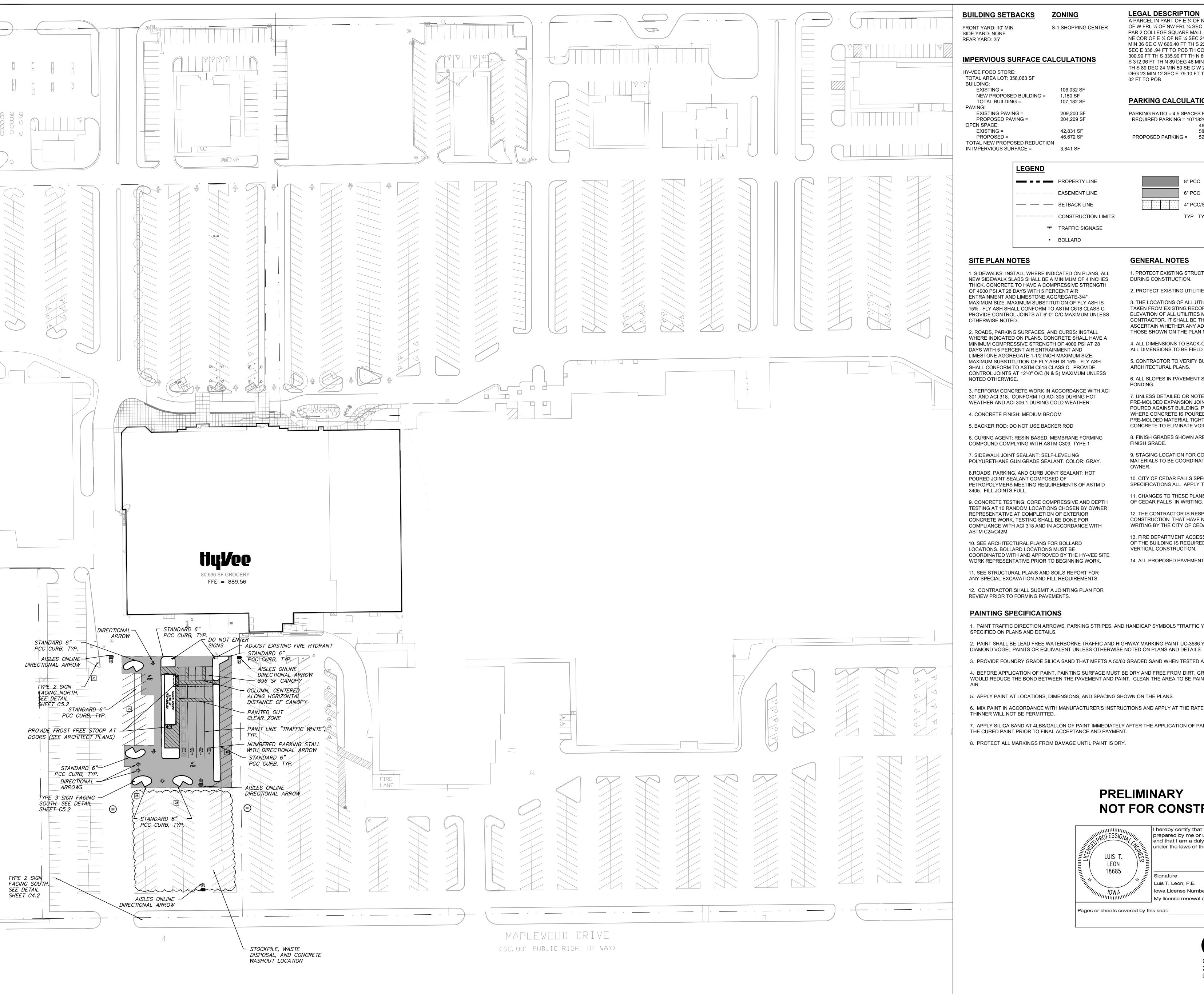


DEMO PLAN

2 Working Days BEFORE YOU DIG DigSafeWait48.com

ZCC 03/26/2021 JOB NUMBER: 1:20 007.065

REVISION



BUILDING SETBACKS ZONING

FRONT YARD: 10' MIN SIDE YARD: NONE

S-1,SHOPPING CENTER

IMPERVIOUS SURFACE CALCULATIONS

HY-VEE FOOD STORE: TOTAL AREA LOT: 358,063 SF BUILDING:

EXISTING = 106,032 SF NEW PROPOSED BUILDING = 1,150 SF TOTAL BUILDING = 107,182 SF 209,200 SF EXISTING PAVING = PROPOSED PAVING =

204,209 SF OPEN SPACE: 42,831 SF EXISTING = PROPOSED = 46,672 SF TOTAL NEW PROPOSED REDUCTION IN IMPERVIOUS SURFACE =

OF W FRL ½ OF NW FRL ¼ SEC 19 T 89 R 13 ALSO BEING PART OF PAR 2 COLLEGE SQUARE MALL DOC 200 5-15319 DESC AS COM AT NE COR OF E 1/4 OF NE 1/4 SEC 24 TH S 136 .10 FT TH S 89 DEG 4 MIN 36 SE C W 665.40 FT TH S 222.89 FT T H N 89 DEG 17 MIN 38 SEC E 336 .94 FT TO POB TH CONT N 89 DEG 17 MIN 38 SEC E 300.99 FT TH S 335.90 FT TH N 89 DEG 8 MIN 37 SEC E 192.05 FT TH S 312.96 FT TH N 89 DEG 48 MIN 26 SEC W232.55 FT TH S 405.39 FT TH S 89 DEG 24 MIN 50 SE C W 286.4 3 FT TH N 501.58 FT TH 89 DEG 23 MIN 12 SEC E 79.10 FT TH N 275.02 FT TH S 47.64 TH N 273. 02 FT TO POB

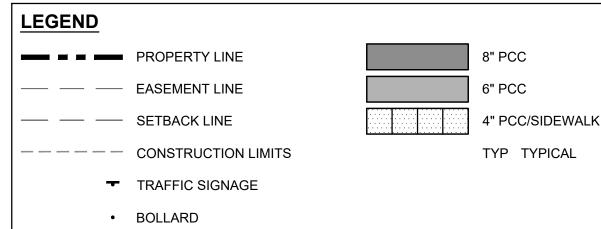
A PARCEL IN PART OF E 1/4 OF NE 1/4 SEC 24 T 89 R 14 AND PART

PARKING CALCULATIONS

LEGAL DESCRIPTION

PARKING RATIO = 4.5 SPACES PER 1000 SF GFA REQUIRED PARKING = 107182/1000*4.5 = 482 SPACES REQUIRED

585 SPACES EXISTING PROPOSED PARKING = 523 SPACES PROPOSED



SITE PLAN NOTES

1. SIDEWALKS: INSTALL WHERE INDICATED ON PLANS. ALL NEW SIDEWALK SLABS SHALL BE A MINIMUM OF 4 INCHES THICK. CONCRETE TO HAVE A COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS WITH 5 PERCENT AIR ENTRAINMENT AND LIMESTONE AGGREGATE-3/4" MAXIMUM SIZE. MAXIMUM SUBSTITUTION OF FLY ASH IS 15%. FLY ASH SHALL CONFORM TO ASTM C618 CLASS C. PROVIDE CONTROL JOINTS AT 6'-0" O/C MAXIMUM UNLESS OTHERWISE NOTED.

2. ROADS, PARKING SURFACES, AND CURBS: INSTALL WHERE INDICATED ON PLANS. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS WITH 5 PERCENT AIR ENTRAINMENT AND LIMESTONE AGGREGATE 1-1/2 INCH MAXIMUM SIZE. MAXIMUM SUBSTITUTION OF FLY ASH IS 15%. FLY ASH SHALL CONFORM TO ASTM C618 CLASS C. PROVIDE CONTROL JOINTS AT 12'-0" O/C (N & S) MAXIMUM UNLESS NOTED OTHERWISE.

3. PERFORM CONCRETE WORK IN ACCORDANCE WITH ACI 301 AND ACI 318. CONFORM TO ACI 305 DURING HOT WEATHER AND ACI 306.1 DURING COLD WEATHER.

4. CONCRETE FINISH: MEDIUM BROOM

5. BACKER ROD: DO NOT USE BACKER ROD

6. CURING AGENT: RESIN BASED, MEMBRANE FORMING COMPOUND COMPLYING WITH ASTM C309, TYPE 1

7. SIDEWALK JOINT SEALANT: SELF-LEVELING POLYURETHANE GUN GRADE SEALANT. COLOR: GRAY. 8.ROADS, PARKING, AND CURB JOINT SEALANT: HOT POURED JOINT SEALANT COMPOSED OF PETROPOLYMERS MEETING REQUIREMENTS OF ASTM D

9. CONCRETE TESTING: CORE COMPRESSIVE AND DEPTH TESTING AT 10 RANDOM LOCATIONS CHOSEN BY OWNER REPRESENTATIVE AT COMPLETION OF EXTERIOR CONCRETE WORK. TESTING SHALL BE DONE FOR COMPLIANCE WITH ACI 318 AND IN ACCORDANCE WITH ASTM C24/C42M.

10. SEE ARCHITECTURAL PLANS FOR BOLLARD LOCATIONS. BOLLARD LOCATIONS MUST BE COORDINATED WITH AND APPROVED BY THE HY-VEE SITE WORK REPRESENTATIVE PRIOR TO BEGINNING WORK.

11. SEE STRUCTURAL PLANS AND SOILS REPORT FOR ANY SPECIAL EXCAVATION AND FILL REQUIREMENTS.

GENERAL NOTES

1. PROTECT EXISTING STRUCTURES AND ADJACENT PROPERTY DURING CONSTRUCTION.

2. PROTECT EXISTING UTILITIES DURING CONSTRUCTION.

3. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.

4. ALL DIMENSIONS TO BACK-OF-CURB UNLESS NOTED OTHERWISE. ALL DIMENSIONS TO BE FIELD VERIFIED.

5. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.

6. ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID

7. UNLESS DETAILED OR NOTED OTHERWISE, PROVIDE 1" PRE-MOLDED EXPANSION JOINT MATERIAL WHERE CONCRETE IS POURED AGAINST BUILDING. PROVIDE 1" EXPANSION MATERIAL WHERE CONCRETE IS POURED AGAINST EXISTING CONCRETE. SET PRE-MOLDED MATERIAL TIGHT AGAINST BUILDING AND/OR CONCRETE TO ELIMINATE VOIDS.

8. FINISH GRADES SHOWN ARE TO TOP OF PAVING, SIDEWALKS, OR FINISH GRADE.

9. STAGING LOCATION FOR CONSTRUCTION EQUIPMENT AND MATERIALS TO BE COORDINATED WITH AND APPROVED BY THE

10. CITY OF CEDAR FALLS SPECIFICATIONS AND SUDAS SPECIFICATIONS ALL APPLY TO THESE PLANS.

11. CHANGES TO THESE PLANS SHALL BE APPROVED BY THE CITY OF CEDAR FALLS IN WRITING.

12. THE CONTRACTOR IS RESPONSIBLE FOR ANY CHANGES DURING CONSTRUCTION THAT HAVE NOT BEEN GRANTED APPROVAL IN WRITING BY THE CITY OF CEDAR FALLS.

13. FIRE DEPARTMENT ACCESS WITHIN 100 FEET OF ALL PORTIONS OF THE BUILDING IS REQUIRED AT THE TIME THE BUILDING BEGINS VERTICAL CONSTRUCTION.

14. ALL PROPOSED PAVEMENT IS PRIVATE.

PAINTING SPECIFICATIONS

1. PAINT TRAFFIC DIRECTION ARROWS, PARKING STRIPES, AND HANDICAP SYMBOLS "TRAFFIC YELLOW". UNLESS OTHERWISE SPECIFIED ON PLANS AND DETAILS.

2. PAINT SHALL BE LEAD FREE WATERBORNE TRAFFIC AND HIGHWAY MARKING PAINT UC-3586 YELLOW AS MANUFACTURED BY

3. PROVIDE FOUNDRY GRADE SILICA SAND THAT MEETS A 50/60 GRADED SAND WHEN TESTED ACCORDING TO ASTM C-136.

4. BEFORE APPLICATION OF PAINT, PAINTING SURFACE MUST BE DRY AND FREE FROM DIRT, GREASE, OIL, OR OTHER MATERIAL THAT WOULD REDUCE THE BOND BETWEEN THE PAVEMENT AND PAINT. CLEAN THE AREA TO BE PAINTED BY SWEEPING OR COMPRESSED

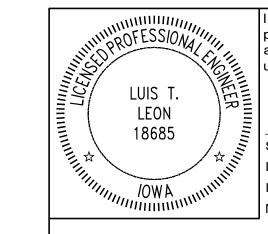
5. APPLY PAINT AT LOCATIONS, DIMENSIONS, AND SPACING SHOWN ON THE PLANS.

6. MIX PAINT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND APPLY AT THE RATE OF 115 SF/GALLON. THE ADDITION OF THINNER WILL NOT BE PERMITTED.

7. APPLY SILICA SAND AT 4LBS/GALLON OF PAINT IMMEDIATELY AFTER THE APPLICATION OF PAINT. SILICA SAND SHALL ADHERE TO THE CURED PAINT PRIOR TO FINAL ACCEPTANCE AND PAYMENT.

8. PROTECT ALL MARKINGS FROM DAMAGE UNTIL PAINT IS DRY.

PRELIMINARY NOT FOR CONSTRUCTION



hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Date Signature Luis T. Leon, P.E. Iowa License Number 18685 My license renewal date is December 31, 2021.

Pages or sheets covered by this seal:



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OVERALL

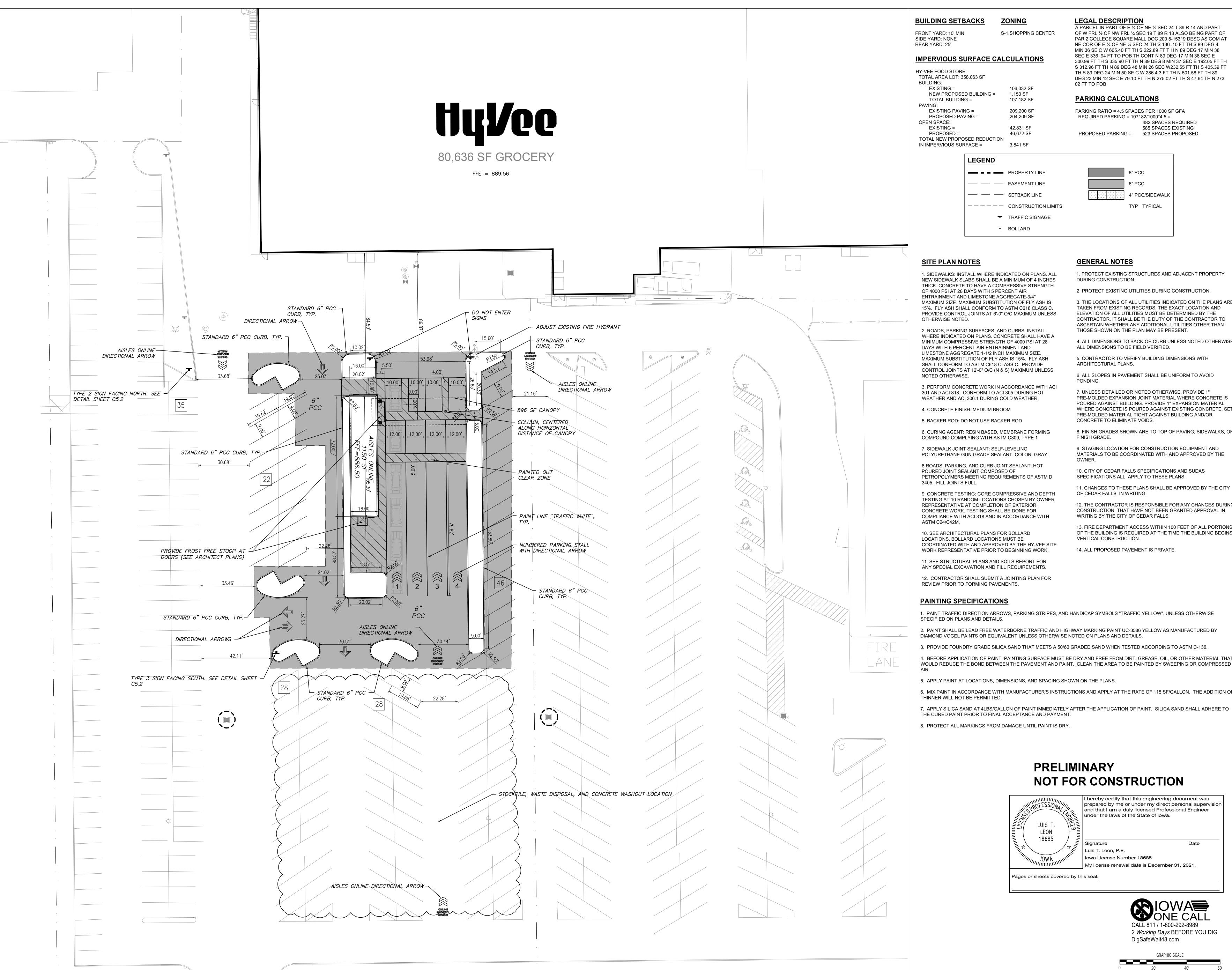
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DATE

REVISION



ZONING

S-1,SHOPPING CENTER

IMPERVIOUS SURFACE CALCULATIONS

HY-VEE FOOD STORE: TOTAL AREA LOT: 358,063 SF 106,032 SF NEW PROPOSED BUILDING = 1,150 SF TOTAL BUILDING = 107,182 SF EXISTING PAVING = 209,200 SF PROPOSED PAVING = 204,209 SF

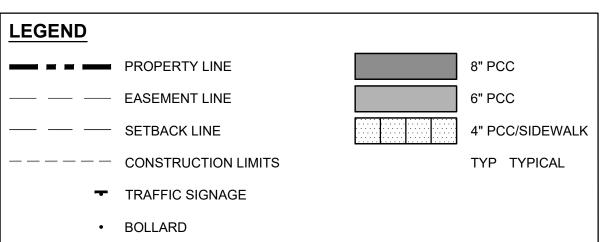
42,831 SF 46,672 SF TOTAL NEW PROPOSED REDUCTION IN IMPERVIOUS SURFACE = 3,841 SF **LEGAL DESCRIPTION** A PARCEL IN PART OF E 1/4 OF NE 1/4 SEC 24 T 89 R 14 AND PART

OF W FRL ½ OF NW FRL ¼ SEC 19 T 89 R 13 ALSO BEING PART OF PAR 2 COLLEGE SQUARE MALL DOC 200 5-15319 DESC AS COM AT NE COR OF E 1/4 OF NE 1/4 SEC 24 TH S 136 .10 FT TH S 89 DEG 4 MIN 36 SE C W 665.40 FT TH S 222.89 FT T H N 89 DEG 17 MIN 38 SEC E 336 .94 FT TO POB TH CONT N 89 DEG 17 MIN 38 SEC E 300.99 FT TH S 335.90 FT TH N 89 DEG 8 MIN 37 SEC E 192.05 FT TH S 312.96 FT TH N 89 DEG 48 MIN 26 SEC W232.55 FT TH S 405.39 FT TH S 89 DEG 24 MIN 50 SE C W 286.4 3 FT TH N 501.58 FT TH 89 DEG 23 MIN 12 SEC E 79.10 FT TH N 275.02 FT TH S 47.64 TH N 273. 02 FT TO POB

PARKING CALCULATIONS

PARKING RATIO = 4.5 SPACES PER 1000 SF GFA REQUIRED PARKING = 107182/1000*4.5 = 482 SPACES REQUIRED

585 SPACES EXISTING PROPOSED PARKING = 523 SPACES PROPOSED



SITE PLAN NOTES

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11. SEE STRUCTURAL PLANS AND SOILS REPORT FOR ANY SPECIAL EXCAVATION AND FILL REQUIREMENTS.

12. CONTRACTOR SHALL SUBMIT A JOINTING PLAN FOR REVIEW PRIOR TO FORMING PAVEMENTS.

GENERAL NOTES

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3. PROVIDE FOUNDRY GRADE SILICA SAND THAT MEETS A 50/60 GRADED SAND WHEN TESTED ACCORDING TO ASTM C-136.

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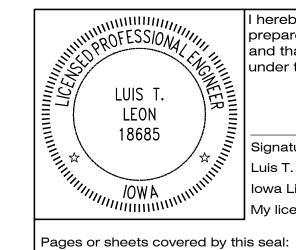
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8. PROTECT ALL MARKINGS FROM DAMAGE UNTIL PAINT IS DRY.

PRELIMINARY NOT FOR CONSTRUCTION



hereby certify that this engineering document was prepared by me or under my direct personal supervisior and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. Date Signature Luis T. Leon, P.E.

Iowa License Number 18685 My license renewal date is December 31, 2021.

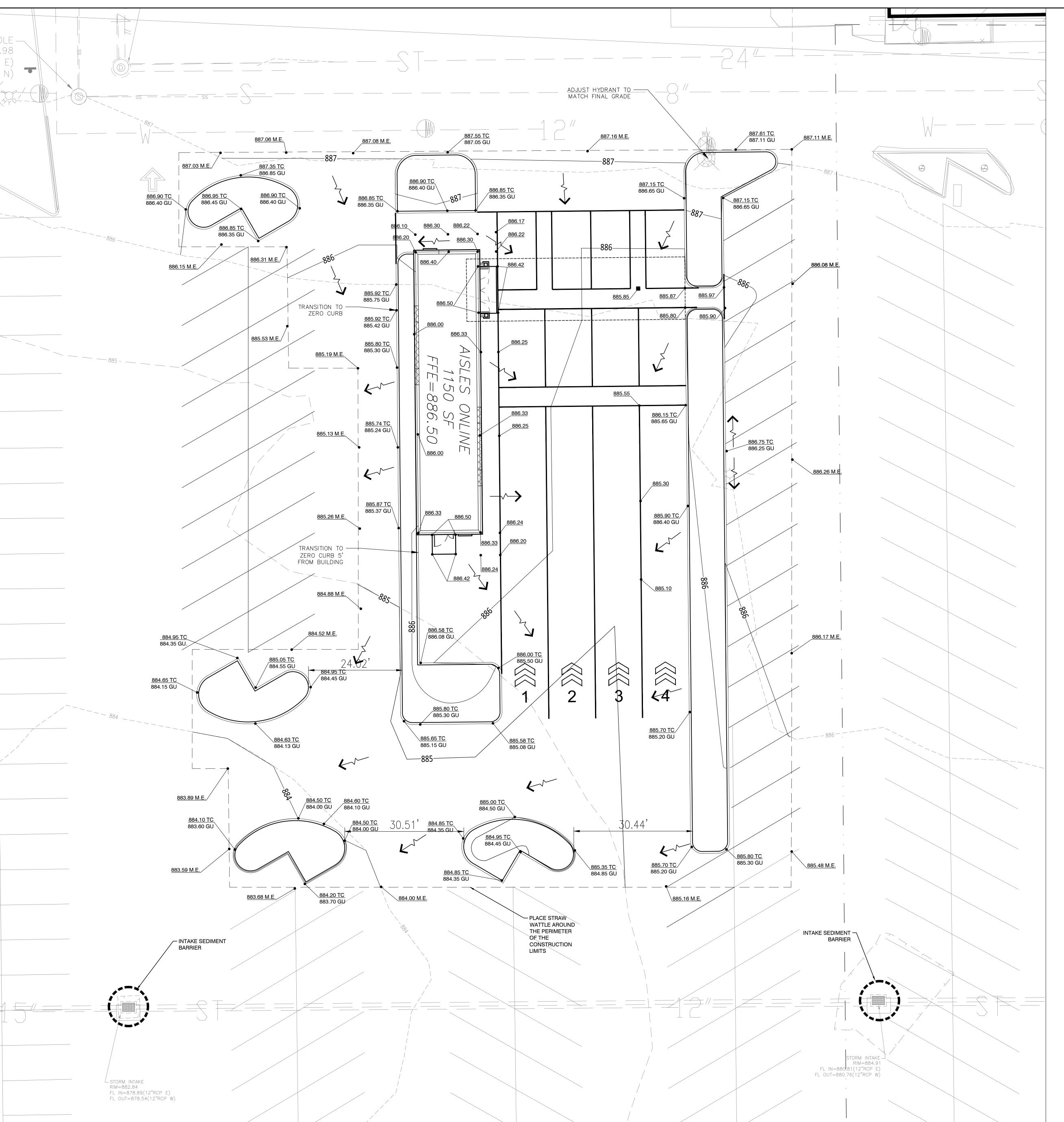
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SITE PLAN

NON NON

REVISION



UTILITY NOTES

LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE IN AREA DESIGNATED BY OWNER. TOPSOIL TO BE REUSED AS TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND TOP DRESSINGS ON ALL UNSURFACED AREAS UPON ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE COMPLETION OF THE ROUGH GRADING. TOP DRESSING SHALL CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR BE A MINIMUM UNIFORM THICKNESS OF 4". TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.

WITHIN 5' OF BUILDING AND CAP FOR CONNECTION BY BUILDING UTILITY CONTRACTOR. COORDINATE ALL INVERT ELEVATIONS AND PIPING LOCATIONS WITH BUILDING PLANS.

3. SEE DETAILS FOR UTILITY TRENCH CONSTRUCTION REQUIREMENTS. GEOTECHNICAL ENGINEER TO OBSERVE UTILITY TRENCH BACKFILL AND COMPACTION PROCEDURES.

4. CONTACT CITY OF CEDAR FALLS TO COORDINATE TIE-IN LOCATIONS TO PUBLIC UTILITIES AND TO ARRANGE INSPECTION WITH THE CITY.

5. ALL UTILITIES ARE PRIVATELY OWNED AND MAINTAINED UNLESS NOTED OTHERWISE.

6. CITY OF CEDAR FALLS SPECIFICATIONS AND SUDAS SPECIFICATIONS ALL APPLY TO THESE PLANS.

7. NO WATER OR SANITARY SEWER LINES ARE BEING EXTENDED TO THE NEW BUILDING.

8. REFER TO MEP PLANS FOR DETAILS ON NEW ELECTRICAL

SERVICE AND ROUTING TO AISLES ONLINE BUILDING.

LEGEND

----- SILT FENCE ↑ FILTER SOCK

STABILIZED CONSTRUCTION EXIT

INLET PROTECTION

EROSION CONTROL SIGNAGE

/—100— CONTOUR LINE • 100.00 SPOT ELEVATION

100.50 TC CURB ELEVATION/ 100.00 GU GUTTER ELEVATION

✓ 1.0% SLOPE PERCENT

EROSION CONTROL NOTES

→ FLOWLINE

1. DISTURB THE LEAST AREA POSSIBLE TO COMPLETE THE SCOPE OF THE PROJECT.

2. ALL SEDIMENT AND EROSION CONTROL PRACTICES WILL BE INSPECTED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND AFTER ANY STORM EVENT OF GREATER THAN 0.5 INCHES OF PRECIPITATION DURING ANY 24-HOUR PERIOD BY RESPONSIBLE PERSONNEL. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE BEST MANAGEMENT PRACTICES SHALL BE MADE IMMEDIATELY.

3. INSPECTIONS ARE THE RESPONSIBILITY OF THE CONTRACTOR. INSERT COPIES OF THE INSPECTION FORMS INTO THE ONSITE SWPPP AND SEND A COPY TO HY-VEE.

4. FOLLOWING SOIL DISTURBANCE, PERMANENT OR TEMPORARY STABILIZATION SHALL BE COMPLETED WITHIN SEVEN (7) CALENDAR DAYS TO THE SURFACE OF ALL PERIMETER SEDIMENT CONTROLS, TOPSOIL STOCKPILES, AND ANY OTHER DISTURBED OR GRADED AREAS ON THE PROJECT SITE WHICH ARE NOT BEING USED FOR MATERIAL STORAGE, OR ON WHICH ACTUAL EARTH MOVING ACTIVITIES ARE BEING PERFORMED.

5. SOIL STABILIZATION SCHEDULE TEMPORARY SEEDING WITH OATS - 2 TO 3 BUSHELS PER ACRE - AND MULCH ALL SLOPES 4:1 AND STEEPER WILL BE INITIATED ON ALL DISTURBED AREAS IMMEDIATELY IF GRADING ACTIVITIES WILL NOT RESUME FOR A PERIOD EXCEEDING 14 DAYS. THIS SEQUENCE SHALL REPEAT AS GROUND COVER IS REMOVED BY SUBSEQUENT CONSTRUCTION ACTIVITY. 6. GENERAL CONTRACTOR SHALL IMPLEMENT ALL

POLLUTION PLAN ACTIVITY WITH THE ASSISTANCE OF THE UTILITY SUBCONTRACTORS, BUILDING CONTRACTORS AND SUPPLIERS.

7. APPLY FREQUENT LIGHT WATERING TO GROUND SURFACE AS REQUIRED TO CONTROL DUST. 8. UPON COMPLETION OF CONSTRUCTION, SOD ALL DISTURBED AREAS PER PROJECT SPECIFICATIONS.

9. MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR SUBCONTRACTORS. CLEANING OF CONTROL DEVICES SHALL BEGIN WHEN THEY HAVE LOST 50% OF THEIR CAPACITY.

10.LOCATION OF SOLID WASTE CONTAINER AND PORTABLE RESTROOM TO BE SPECIFIED BY CONTRACTOR AND UPDATED IN SWPPP.

11. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY VEHICULAR TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE, THE ROAD SHALL BE CLEANED THOROUGHLY AT

AREA TO BE DISTURBED: 24,953 SF/.57 AC

GRADING NOTES

1. PROTECT EXISTING UTILITIES WHICH ARE TO REMAIN. THE 1. STRIP TOPSOIL (MIN.4") FROM ENTIRE SITE AND STOCKPILE

2. PROVIDE AND MAINTAIN EROSION CONTROL DEVICES WHERE SHOWN ON PLANS. DEVICES TO REMAIN IN PLACE 2. SITEWORK UTILITY CONTRACTOR TO EXTEND ALL PIPING TO UNTIL PAVEMENT AND INTAKES ARE CONSTRUCTED AND UNTIL A LAWN IS ESTABLISHED.

> 3. IN AREAS TO RECEIVE ADDITIONAL FILL OVER EXISTING FILL MATERIALS, REMOVE TOP 12" OF MATERIAL AND SCARIFY AND RECOMPACT THE NEXT 9" OF RESULTING SUBGRADE. COMPACT TO 95% STANDARD PROCTOR DENSITY. SUBSEQUENT FILL TO BE COMPACTED TO 95% STANDARD PROCTOR DENSITY TO WITHIN 1.0' OF FINAL SUBGRADE. THE FINAL 1.0' OF FILL TO BE COMPACTED TO 98% STANDARD

> 4. SCARIFY AND RECOMPACT THE TOP 9" OF SUBGRADE IN ALL CUT AREAS AFTER ROUGH GRADING IS COMPLETED. COMPACT THE ENTIRE PAVING AND BUILDING SUBGRADE TO 95% STANDARD PROCTOR DENSITY TO WITHIN 1.0' OF FINAL SUBGRADE. THE FINAL 1.0' OF FILL TO BE COMPACTED TO 98% STANDARD PROCTOR.

5. PROVIDE MINIMUM OF 1.0' OF COMPACTED NON-EXPANSIVE COHESIVE SOIL BENEATH ALL PAVEMENTS.

6. ALL FILL AND BACKFILL MATERIALS SHALL BE APPROVED BY THE SOILS ENGINEER. PLACE ALL FILLS IN LIFTS OF NINE INCHES OR LESS LOOSE THICKNESS. ALL FILL SHALL BE PLACED BETWEEN 1% BELOW AND 4% ABOVE OPTIMUM MOISTURE CONTENT.

7. FINISH CONTOURS SHOWN ARE TO TOP OF PAVEMENT OR TO TOP OF TOPSOIL. SEE BUILDING PLANS AND CONSTRUCTION DETAILS FOR FINISHED SUBGRADE BELOW

8. SCARIFY SUBGRADE TO DEPTH OF 3" WHERE TOPSOIL IS SCHEDULED. SCARIFY IN AREAS WHERE EQUIPMENT USED FOR HAULING AND SPREADING TOPSOIL HAS CAUSED COMPACTED SUBSOIL.

FINISHED FLOOR AND PAVEMENT SECTIONS.

CURB ELEVATIONS.

9. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES PRIOR TO CONSTRUCTION, BOTH PUBLIC AND

10. SPOT ELEVATIONS ARE SHOWN AT TOP OF FINISH GRADE, ADD 6" TO ELEVATIONS IN PAVED AREAS TO FIND TOP OF

THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER.

12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED, UNLESS OTHERWISE AUTHORIZED BY THE IMPLEMENTING AGENCY. TRAPPED SEDIMENT AND THE DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER **EROSION AND SEDIMENT.**

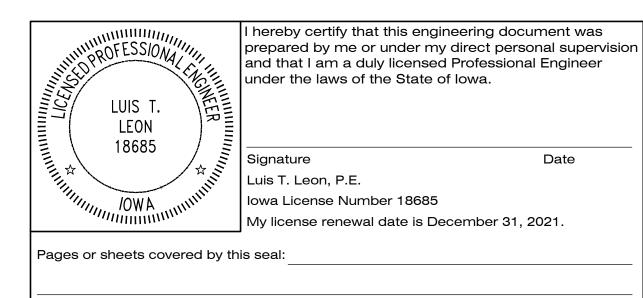
13.LIMIT DUST GENERATION BY CLEARING ONLY THOSE

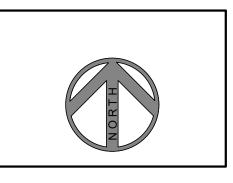
AREAS WHERE IMMEDIATE ACTIVITY WILL TAKE PLACE, LEAVING THE REMAINING AREA(S) IN THE ORIGINAL CONDITION, IF STABLE. MAINTAIN THE ORIGINAL GROUND COVER AS LONG AS PRACTICAL. VEGETATE OR MULCH AREAS WITH EXPOSED SOILS THAT WILL NOT RECEIVE VEHICLE TRAFFIC. IN AREAS WHERE PLANTING, MULCHING OR PAVING IS IMPRACTICAL, APPLY GRAVEL OR LANDSCAPING ROCK. ADD SURFACE GRAVEL TO REDUCE THE SOURCE OF DUST EMISSION. LIMIT THE AMOUNT OF FINE PARTICLES (THOSE SMALLER THAN 0.075MM) TO 10 TO 20 PERCENT. SPRINKLE THE SITE WITH WATER UNTIL SURFACE IS WET. REPEAT AS NEEDED TO PREVENT CARRYOUT OF MUD ONTO STREET. USE VACUUM STREET SWEEPERS TO SWEEP UP ANY TRACKED SEDIMENT. REMOVE MUD AND OTHER DIRT PROMPTLY SO IT DOES NOT DRY AND THEN TURN INTO DUST. LIMIT DUST CAUSING WORK ON WINDY DAYS.

CONTAIN SLURRY FROM WET-SAW CUTTING OF CONCRETE.

HY-VEE, INC. 5820 WESTOWN PARKWAY WEST DES MOINES, IOWA, 50266

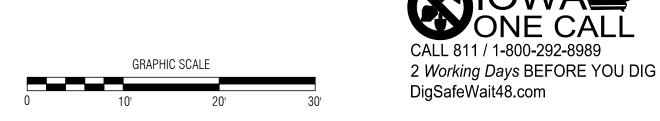
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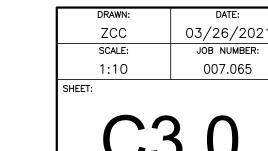




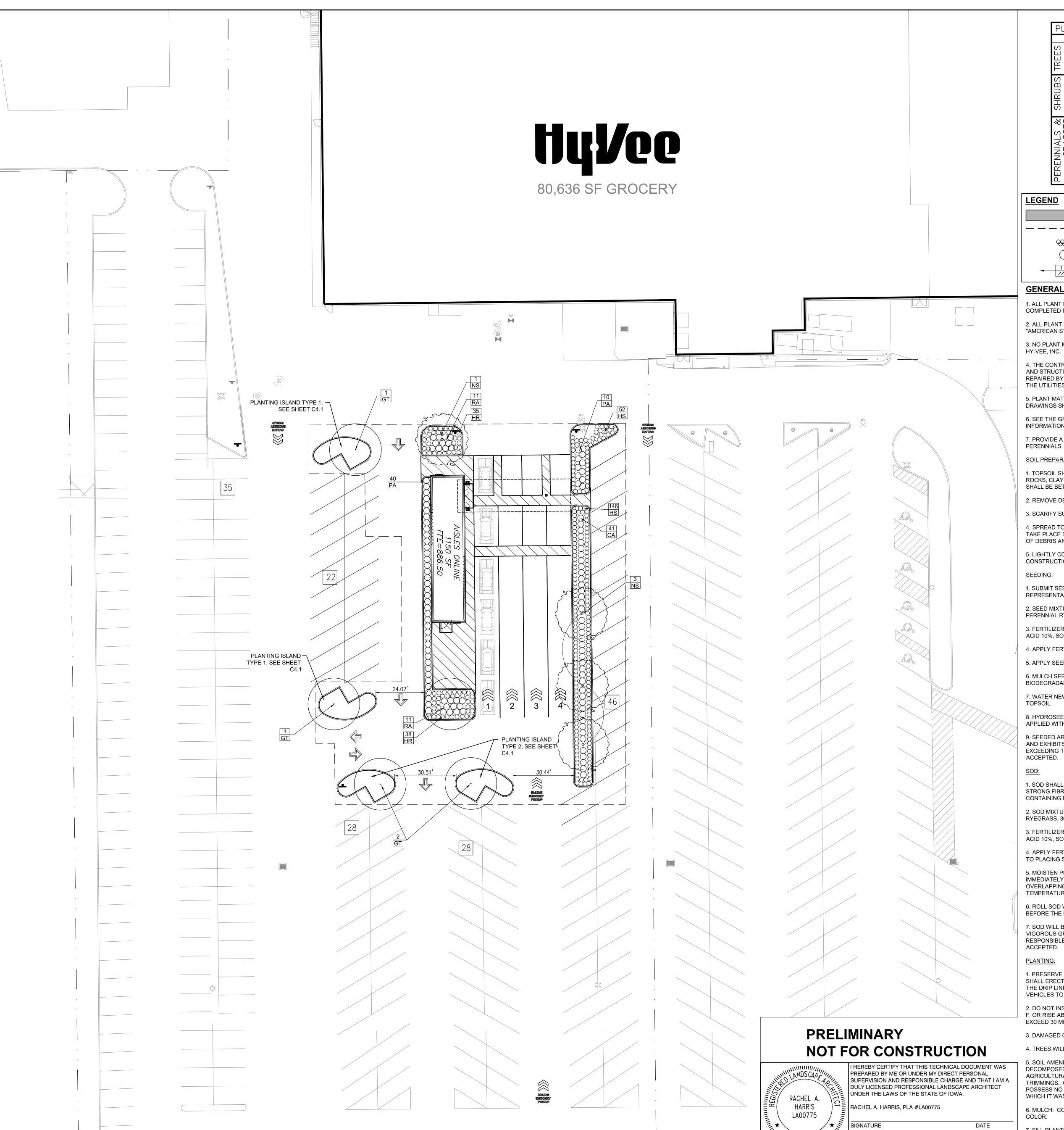
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GRADING & UTILITY PLAN





REVISION



PLANTING SCHEDULE - THIS SHEET BOTANICAL NAME COMMON NAME WILD FIRE SWEET GUM 2-2 ½" Cal. B&B Nyssa sylvatica 'Wildfire' Gleditsia tricanthos var. inermis 'Shademaster' SHADEMASTER HONEYLOCUST 2-2 ½" Cal. B&B GRO LOW SUMAC Rhus aromatica 'Gro-Lo' RUBY STELLA DAYLILY Hemerocallis 'Ruby Stella' HAMELN FOUNTAIN GRASS Pennisetum alopecuroides FEATHER REED GRASS Calamagrostis acutifolia 'Karl Foerster'

UNDERSTORY

— — — DUG EDGE () SHRUB OVERSTORY TREE PLANT IDENTIFICATION/
QUANTITY

GENERAL NOTES

I. ALL PLANT MATERIAL INSTALLATION, INCLUDING SEED AND SOD, SHALL BE COMPLETED PRIOR TO GRAND OPENING.

2. ALL PLANT MATERIAL SHALL MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1-LATEST ADDITION). 3. NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT THE APPROVAL OI

4. THE CONTRACTOR SHALL VERIFY LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE OWNER OF

5. PLANT MATERIAL QUANTITIES ARE FOR CONTRACTORS' CONVENIENCE DRAWINGS SHALL GOVERN.

6. SEE THE GRADING, UTILITY, AND SITE PLANS FOR ADDITIONAL INFORMATION.

7. PROVIDE A ONE-YEAR WARRANTY ON ALL TREES, SHRUBS AND PERENNIALS.

SOIL PREPARATION

1. TOPSOIL SHALL BE LOCAL FERTILE AGRICULTURAL SOIL FREE OF SUBSOILS, ROCKS, CLAYS, PLANTS, WEEDS, ROOTS AND OTHER IMPURITIES. PH VALUE SHALL BE BETWEEN 5.4 AND 7.0.

2. REMOVE DEBRIS AND WEEDS FROM SUBSOIL.

3. SCARIFY SUBSOIL TO DEPTH OF 2" PRIOR TO PLACING TOPSOIL.

4. SPREAD TOPSOIL TO A MINIMUM DEPTH OF 6". TOPSOIL PLACEMENT SHALL TAKE PLACE DURING DRY WEATHER. PREPARE TOPSOIL SO THAT IT IS FREE OF DEBRIS AND GRADED TO DRAIN AS INDICATED ON GRADING PLANS.

5. LIGHTLY COMPACT TOPSOIL AFTER PLACEMENT AND PROHIBIT CONSTRUCTION TRAFFIC FROM AREAS WITH TOPSOIL.

1. SUBMIT SEED MIXES, FERTILIZER, AND MULCH DATA TO OWNER'S REPRESENTATIVE.

2. SEED MIXTURE SHALL BE 90% TURF TYPE TALL FESCUE AND 10% TURF TYPE PERENNIAL RYEGRASS.

3. FERTILIZER FOR SEEDED AREAS SHALL BE NITROGEN 10%, PHOSPHORIC ACID 10%, SOLUBLE POTASH 10%.

4. APPLY FERTILIZER AT APPLICATION RATE OF 1LB/1000 SF.

5. APPLY SEED AT RATE OF 10LBS/1000 SF EVENLY IN TWO DIRECTIONS.

6. MULCH SEEDED AREAS IMMEDIATELY AFTER SOWING WITH STRAW OR A BIODEGRADABLE MATTING WITH OPEN WEAVE

7. WATER NEWLY SEEDED AREAS SO THAT SOIL IS SATURATED TO DEPTH OF

8. HYDROSEEDING: FERTILIZER, MULCH, AND SEED SLURRY SHALL BE

APPLIED WITH A HYDRAULIC SEEDER AT A RATE OF 2,000LBS/ACRE, EVENLY.

9. SEEDED AREAS WILL BE ACCEPTED WHEN GRASS IS WELL ESTABLISHED AND EXHIBITS VIGOROUS GROWING CONDITIONS WITH NO BARE SPOTS EXCEEDING 1 SF. CONTRACTOR IS RESPONSIBLE FOR WATERING SEED UNTIL ACCEPTED.

1. SOD SHALL BE NURSERY GROWN GRADE; CULTIVATED GRASS SOD WITH STRONG FIBROUS ROOT SYSTEM FREE OF STONES, BURNED OR BARE SPOTS CONTAINING NO MORE THAN 5 WEEDS PER 1000 SF.

2. SOD MIXTURE SHALL BE 40% KENTUCKY BLUEGRASS, 30% PERENNIAL RYEGRASS, 30% FINE FESCUES

3. FERTILIZER FOR SODDED AREAS SHALL BE NITROGEN 10%, PHOSPHORIC ACID 10%, SOLUBLE POTASH 10%.

4. APPLY FERTILIZER AT APPLICATION RATE OF 1LB/1000 SF TO TOPSOIL PRIOR TO PLACING SOD.

5. MOISTEN PREPARED SOIL IMMEDIATELY PRIOR TO LAYING SOD. LAY SOD IMMEDIATELY UPON DELIVERY TO THE SITE, LEAVING NO OPEN JOINTS OR OVERLAPPING JOINTS. DO NOT STRETCH SOD. DO NOT LAY SOD IF TEMPERATURE IS BELOW FREEZING.

6. ROLL SOD WITH 1/3 FULL ROLLER AFTER SOD AND SOIL HAVE DRIED. ROLL BEFORE THE FIRST WATERING.

7. SOD WILL BE ACCEPTED WHEN IT IS WELL ESTABLISHED AND SHOWS VIGOROUS GROWTH WITH NO BARE SPOTS EXCEEDING 1 SF. CONTRACTOR IS RESPONSIBLE FOR WATERING AND REPLACING SOD AS NEEDED UNTIL

DISCIPLINE: LANDSCAPE ARCHITECT

PAGES OR SHEETS COVERED BY THIS SEAL:

REGISTRATION EXPIRES: JUNE 22, 2022

I. PRESERVE AND PROTECT EXISTING TREES TO REMAIN. CONTRACTOR SHALL ERECT 4' CONSTRUCTION FENCE AROUND PERIMETER OF TREES AT THE DRIP LINE. CONTRACTOR SHALL NOT STORE MATERIALS OR ALLOW VEHICLES TO ACCESS OR PARK INSIDE DRIP LINES.

2. DO NOT INSTALL PLANTS WHEN AMBIENT TEMPERATURES DROP BELOW 35° F. OR RISE ABOVE 90° F. DO NOT INSTALL PLANTS WHEN WIND VELOCITIES EXCEED 30 MPH.

3. DAMAGED OR DEFICIENT PLANTS WILL BE REJECTED.

4. TREES WILL HAVE A REASONABLY STRAIGHT TRUNK AND SINGLE LEADER.

5. SOIL AMENDMENTS SHALL BE TOPSOIL OR COMPOST. COMPOST: DECOMPOSED, STABLE, WEED FREE ORGANIC MATTER DERIVED FROM AGRICULTURAL, FOOD, INDUSTRIAL RESIDUALS, BIOSOLIDS, OR YARD TRIMMINGS. COMPOST WILL BE FREE OF LARGE PARTICLES AND WILL POSSESS NO OBJECTIONABLE ODOR, NOR RESEMBLE THE MATERIAL FROM WHICH IT WAS DERIVED

6. MULCH: COMPOSTED, SHREDDED HARDWOOD BARK, DARK BROWN IN

7. FILL PLANTING PITS WITH WATER TO DETERMINE DRAINAGE. IF WATER REMAINS IN HOLE AFTER 24 HOURS, INSTALL FRENCH DRAIN AS SHOWN IN DETAILS TO INSURE PROPER DRAINAGE.

8. INITIAL ACCEPTANCE: UPON COMPLETION OF PLANTING, OWNER'S REPRESENTATIVE WILL REVIEW WORK AND TAKE INITIAL ACCEPTANCE OF WORK UPON CORRECTION OF ANY NOTED DEFICIENCIES.

NOTES

1. SEE SHEET C4.1 FOR ADDITIONAL PLANT QUANTITIES IN ISLANDS AS NOTED ON PLAN.

2. GRAPHIC SYMBOLS SUPERSEDE WRITTEN QUANTITIES WHERE DISCREPANCIES OCCUR.

1. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND FURNISHING ALL LABOR, MATERIALS, ACCESSORIES, EQUIPMENT AND OPERATIONS NECESSARY FOR INSTALLATION OF IRRIGATION SYSTEM.

2. CONTRACTOR TO SUBMIT IRRIGATION SYSTEM DESIGN AND COMPONENT CUT SHEETS TO HY-VEE FOR REVIEW AND APPROVAL PRIOR TO ORDERING.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL NECESSARY APPROVALS, PERMITS, LICENSES AND INSPECTIONS REQUIRED BY LOCAL, MUNICIPAL, AND STATE JURISDICTIONS.

4. SYSTEM SHALL BE ELECTRIC SOLENOID CONTROLLED UNDERGROUND IRRIGATION SYSTEM WITH PRESSURE BLOW-OUT DRAIN AS MANUFACTURED BY RAIN BIRD MANUFACTURING CORP. OR THE TORO COMPANY.

SUBSTITUTIONS SUBJECT TO OWNER REVIEW AND APPROVAL.

5. AREAS TO BE IRRIGATED INCLUDE ALL SPACE INDICATED AS "SOD" ON THE PLANTING PLAN AND INCLUDE PARKING LOT ISLANDS, UNLESS OTHERWISE NOTED. PARKING LOT ISLANDS TO BE IRRIGATED VIA DRIP TYPE IRRIGATION.

MATERIALS

- 1.1. PVC PIPE: ASTM D2241, 200 PSI PRESSURE RATED UPSTREAM FROM CONTROLS, 160 PSI DOWNSTREAM. COPPER PIPE: ASTM B42 REGULAR
- 1.3. FITTINGS TO MATCH PIPE SIZE AND STYLE 1.4. SOLVENT CEMENT: ASTM D2564 FOR PVC PIPE AND FITTINGS
- SOLDER AND FLUX: ASTM B32 TYPE 95TA SOLDER, PASTE 1.6. SLEEVE MATERIAL: PVC
- 1.7. OUTLETS: BRASS CONSTRUCTION 1.8. ROTARY TYPE SPRINKLER HEAD: POP-UP TYPE WITH SCREENS;
- FULLY ADJUSTABLE FOR FLOW AND PRESSURE 1.9. SPRAY TYPE SPRINKLER HEAD: POP-UP HEAD WITH FULL CIRCLE 1.10. EMITTER: ADJUSTABLE OUTLET, NON-CLOGGING
- 1.11. BUBBLER: ADJUSTABLE OUTLET 1.12. QUICK COUPLER

2. MANUAL VALVES:

1.1. GATE VALVES: BRONZE CONSTRUCTION, INSIDE SCREW WITH THREADED ENDS.

BACKFLOW PREVENTERS: BRONZE BODY CONSTRUCTION, DOUBLE CHECK VALVE TYPE.

3. CONTROLS AND CONTROL VALVES:

1.1. CONTROLLER: AUTOMATIC CONTROLLER, MICROPROCESSOR SOLID STATE CONTROL WITH VISIBLE READOUT DISPLAY, TEMPORARY OVERRIDE FEATURE TO BYPASS CYCLE, TIMER FOR MULTIPLE STATION SYSTEM, PROGRAMMABLE FOR QUARTER HOUR INCREMENTS, WITH AUTOMATIC START AND SHUTDOWN, RAIN SENSOR CAPABLE OF TURNING OFF THE IRRIGATION SYSTEM IF

ADEQUATE RAINFALL IS RECEIVED. 1.2. CONTROLLER HOUSING: NEMA 250 TYPE 3; WEATHERPROOF, WATERTIGHT, WITH LOCKABLE ACCESS DOOR.

VALVES: ELECTRIC SOLENOID NORMALLY CLOSED; HYDRAULIC TUBING, WIRING, INCLUDING REQUIRED FITTINGS AND ACCESSORIES WIRE CONDUCTORS: COLOR CODED. COPPER CONDUCTOR, DIRECT

PROVIDE RAIN SENSORS.

DISCONNECT SWITCH: FACTORY MOUNTED DISCONNECT SWITCH IN

CONTROL PANEL.

EXECUTION

1. VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES AND CONDITIONS PRIOR TO CONSTRUCTION. VERIFY THAT REQUIRED UTILITIES ARE AVAILABLE, IN PROPER LOCATION, AND READY FOR USE.

2. COORDINATE LOCATION OF SLEEVES UNDER PAVING TO ACCOMMODATE

3. ROUTE PIPING TO AVOID PLANTS, GROUND COVER, AND STRUCTURES 4. TRENCH TO ACCOMMODATE GRADE CHANGES AND SLOPE TO DRAINS. KEEP TRENCHES FREE OF DEBRIS AND MATERIAL THAT ARE DAMAGING TO

THE PIPE. 5. PROVIDE FOR THERMAL MOVEMENTS OF COMPONENTS IN SYSTEM.

6. USE THREADED NIPPLES FOR RISERS TO EACH OUTLET.

7. PROVIDE 10 INCH EXPANSION COIL AT EACH CONTROL VALVE AND AT 100 FOOT INTERVALS. BURY WIRE BESIDE PIPE. MARK VALVES WITH NEOPRENE VALVE MARKERS CONTAINING LOCKING DEVICE. SET VALVE MARKERS IN 160 PSI PIPE RISERS EXITING FROM TOP OF VALVE TO FINISH GRADE.

8. AFTER PIPING IS INSTALLED AND PRIOR TO INSTALLING OUTLETS AND BACKFILLING, OPEN VALVES AND FLUSH SYSTEM WITH FULL HEAD OF WATER.

9. INSTALL 3 INCH SAND COVER OVER PIPING AND PROTECT PIPE FROM DISPLACEMENT.

10. PRIOR TO BACKFILLING, TEST SYSTEM FOR LEAKS FOR WHOLE SYSTEM MAINTAINING 100 PSI PRESSURE FOR ONE HOUR. SYSTEM IS ACCEPTABLE WHEN NO LEAKAGE OR LOSS OF PRESSURE OCCURS AND SYSTEM SELF DRAINS DURING TEST PERIOD.

11. ADJUST CONTROL SYSTEM TO ACHIEVE TIME CYCLES REQUIRED TO ESTABLISH NEWLY INSTALLED PLANTS.

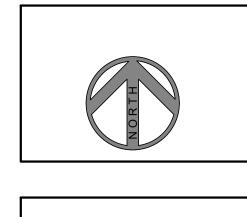
12. ADJUST HEADS FOR FULL WATER COVERAGE OF PLANTED AREAS.

13. INSTRUCT STORE PERSONNEL IN OPERATION AND MAINTENANCE OF SYSTEM, INCLUDING ADJUSTING OF SPRINKLER HEADS. USE OPERATION AND MAINTENANCE MATERIAL AS BASIS FOR DEMONSTRATION.

14. FURNISH THE OPERATION AND MAINTENANCE MATERIALS, TWO EXTRA SPRINKLER HEADS OF EACH TYPE AND SIZE, TWO VALVE KEYS FOR MANUAL VALVES, TWO VALVE BOX KEYS, TWO KEYS FOR VALVE MARKERS, AND TWO WRENCHES FOR EACH HEAD CORE AND FOR REMOVING AND INSTALLING EACH HEAD TYPE.

15. PROVIDE ONE COMPLETE SPRING SEASON START UP AND FALL SEASON SHUT DOWN.

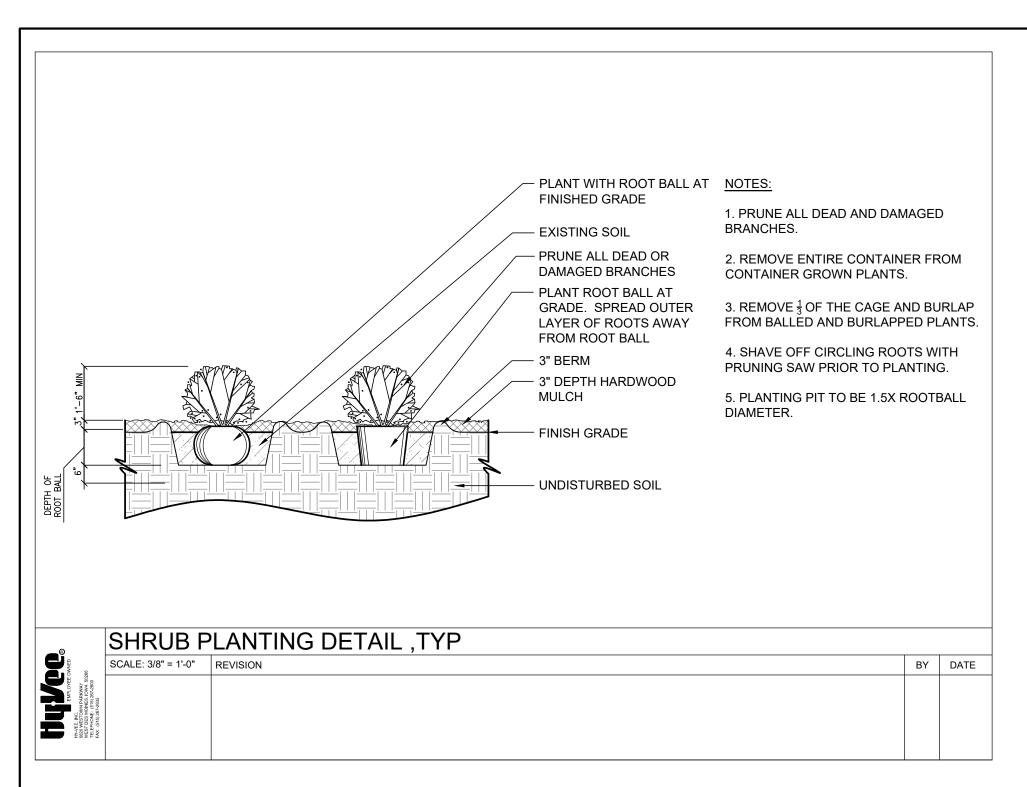


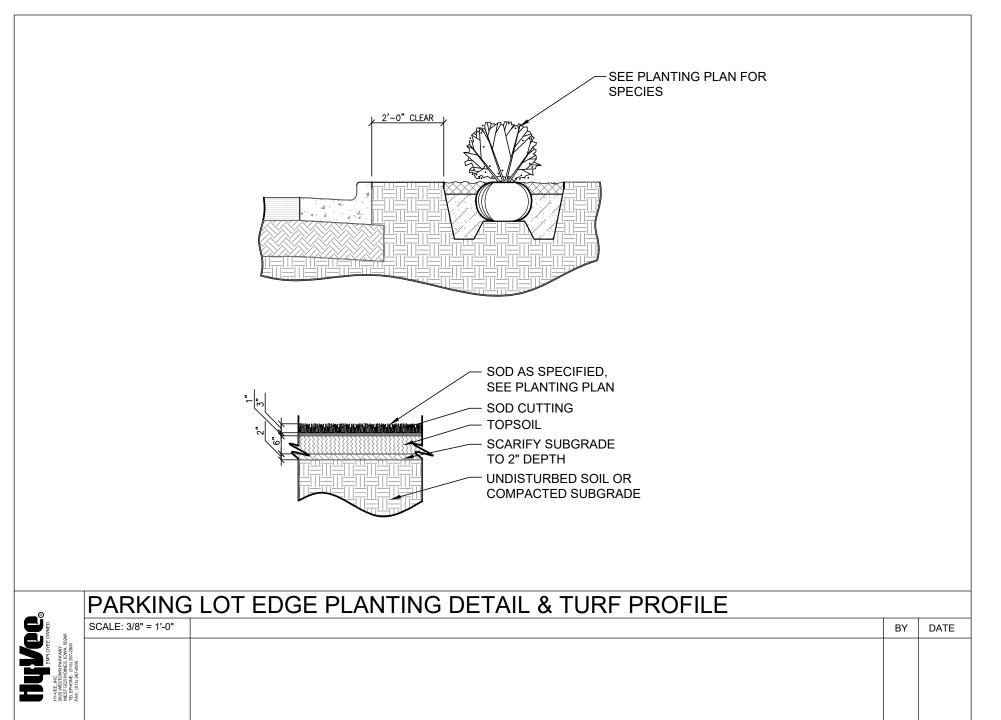


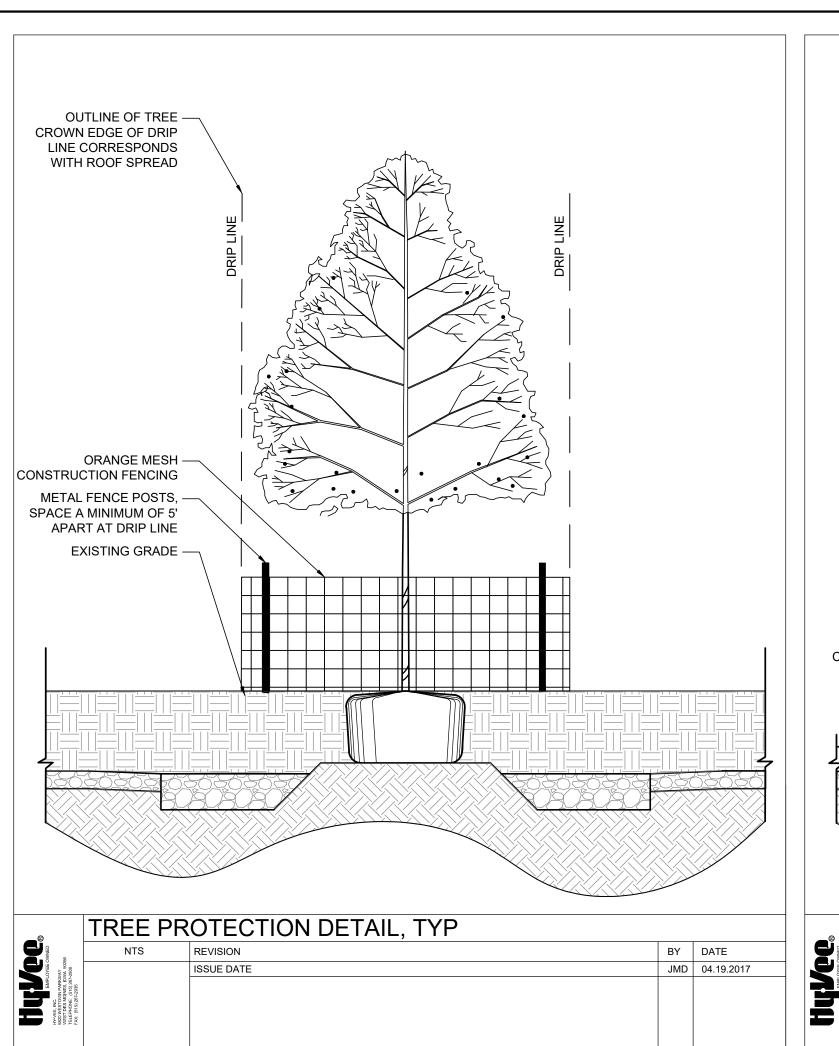
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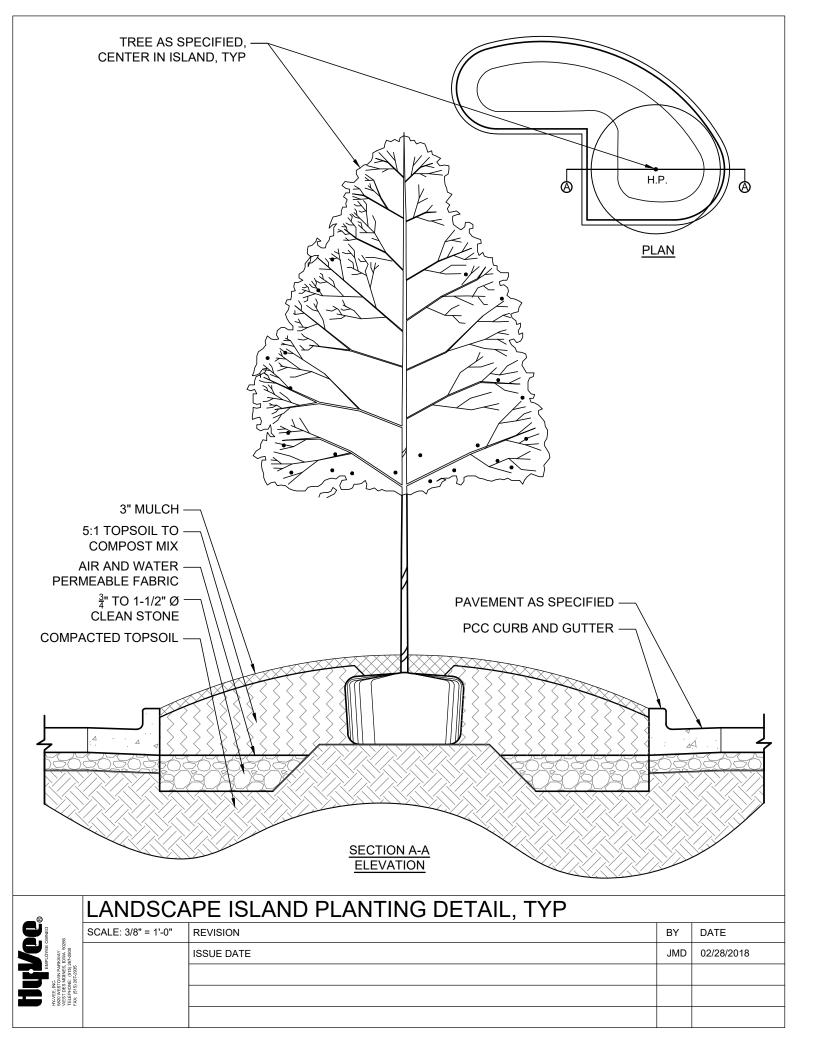
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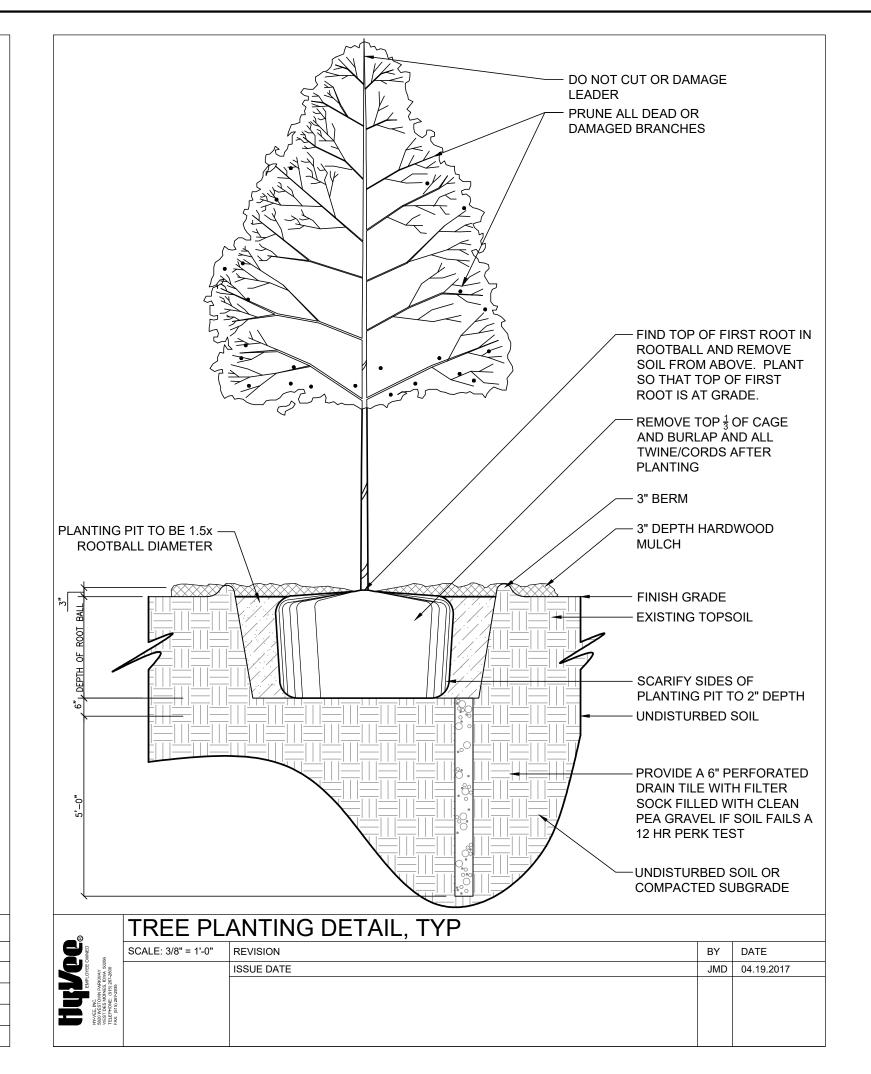
PLANTING PLAN

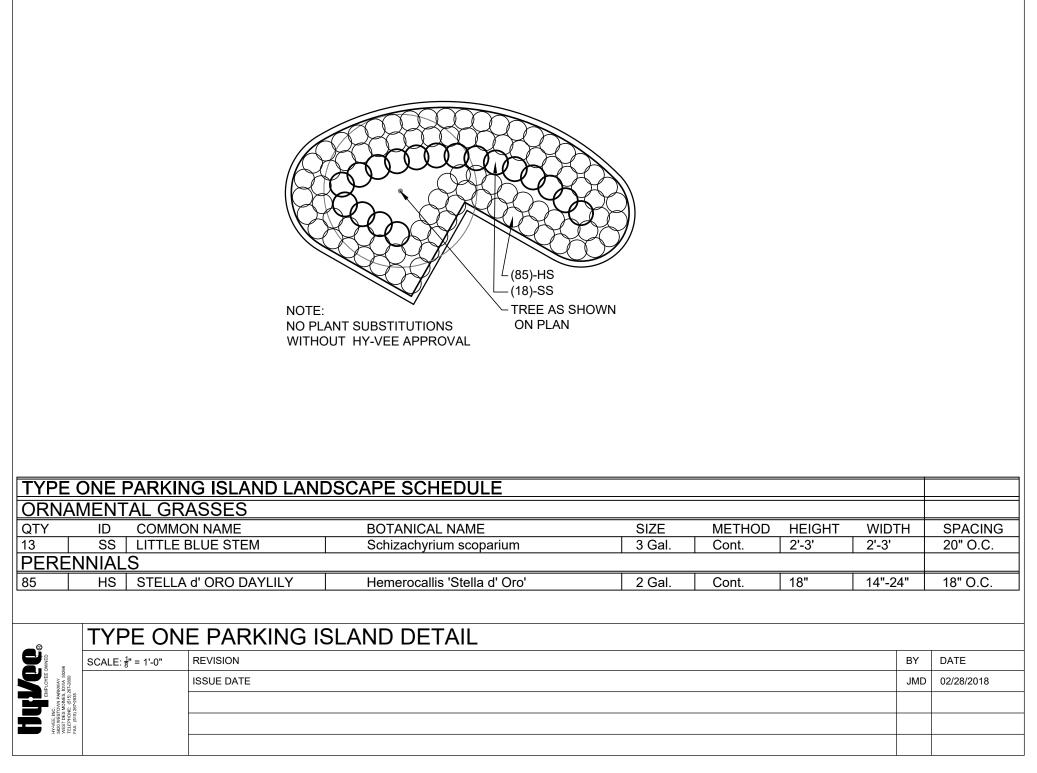


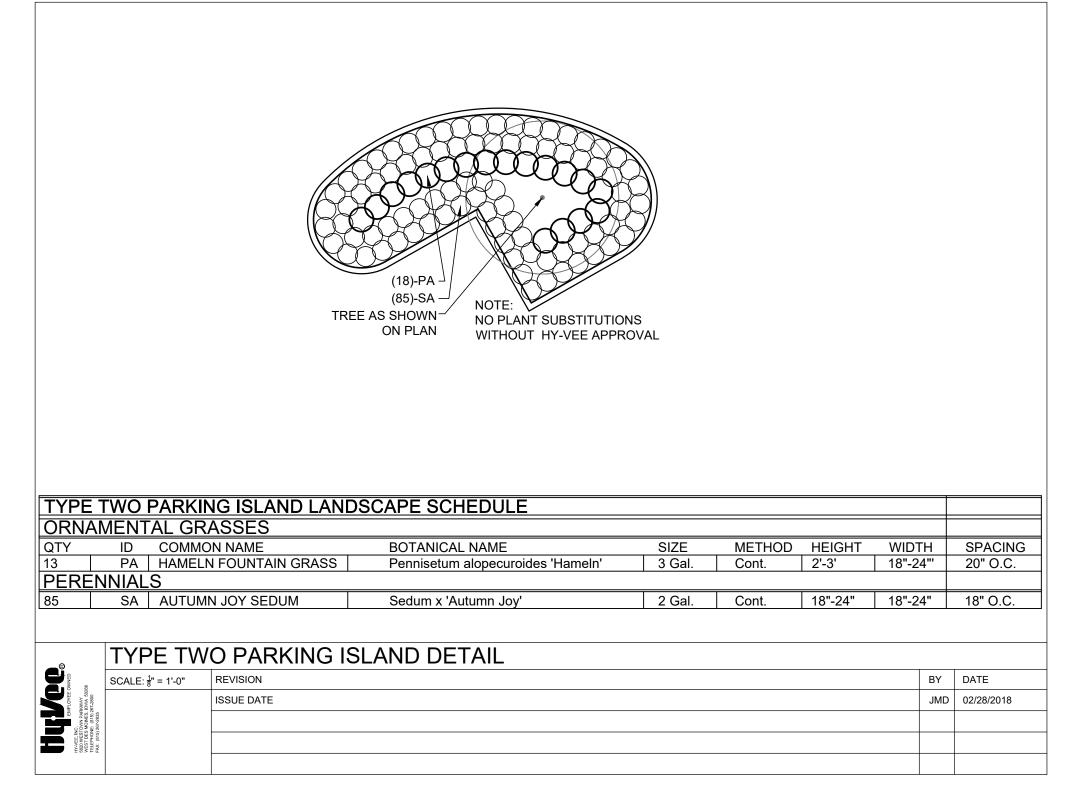






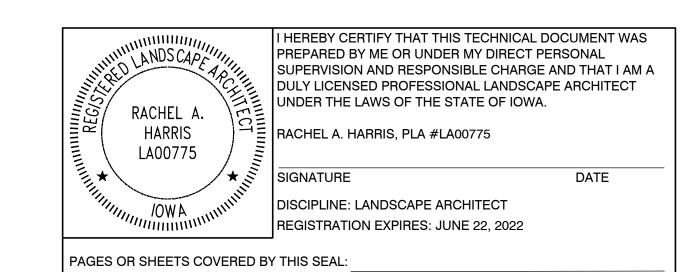




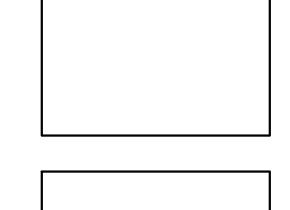




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PLANTING

DETAILS

DRAWN: DATE:

ZCC 03/26/2021

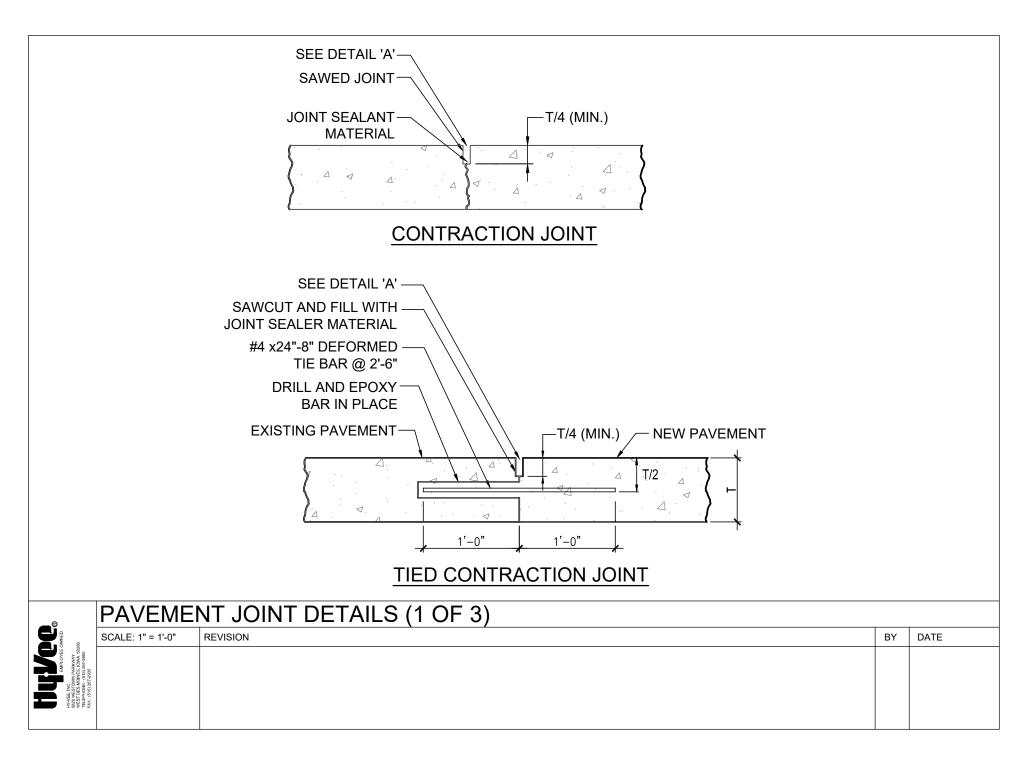
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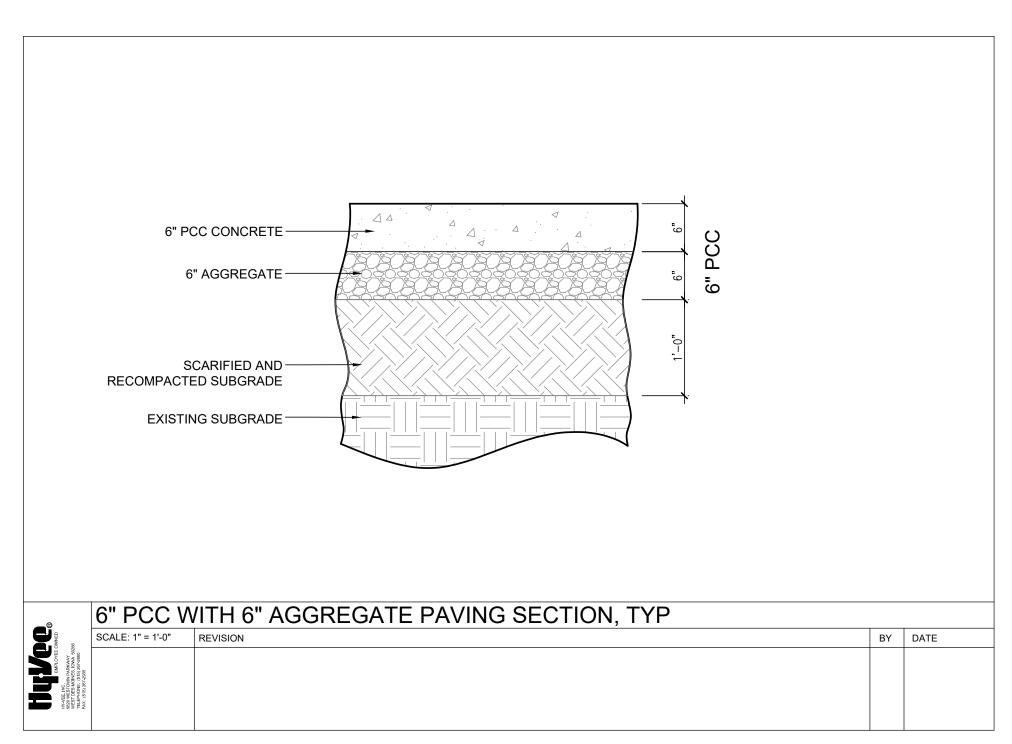
SEE DETAILS 007.065

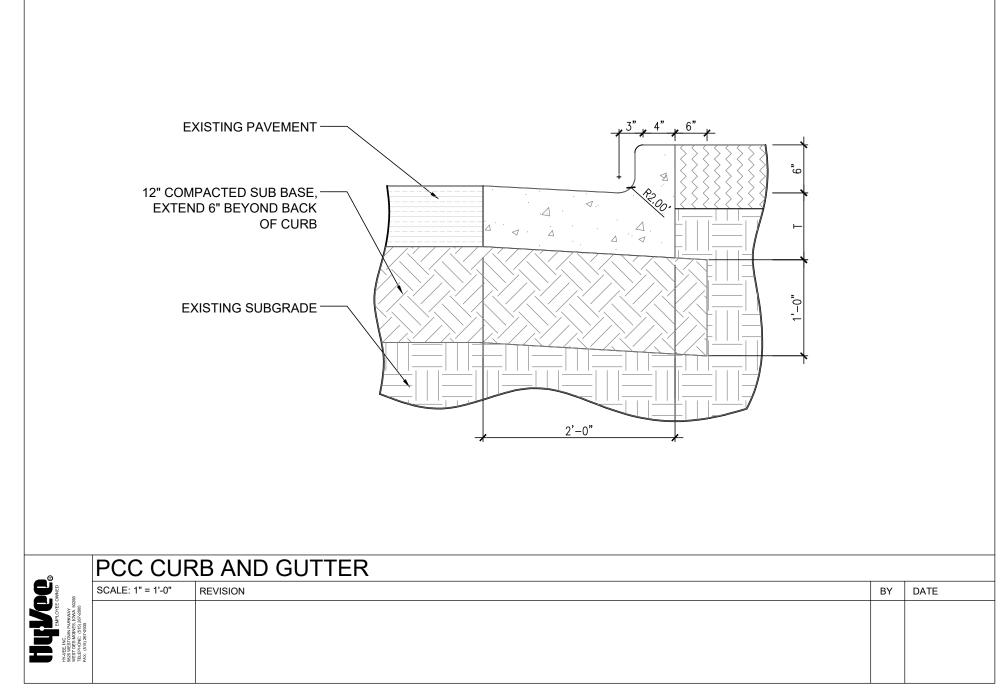
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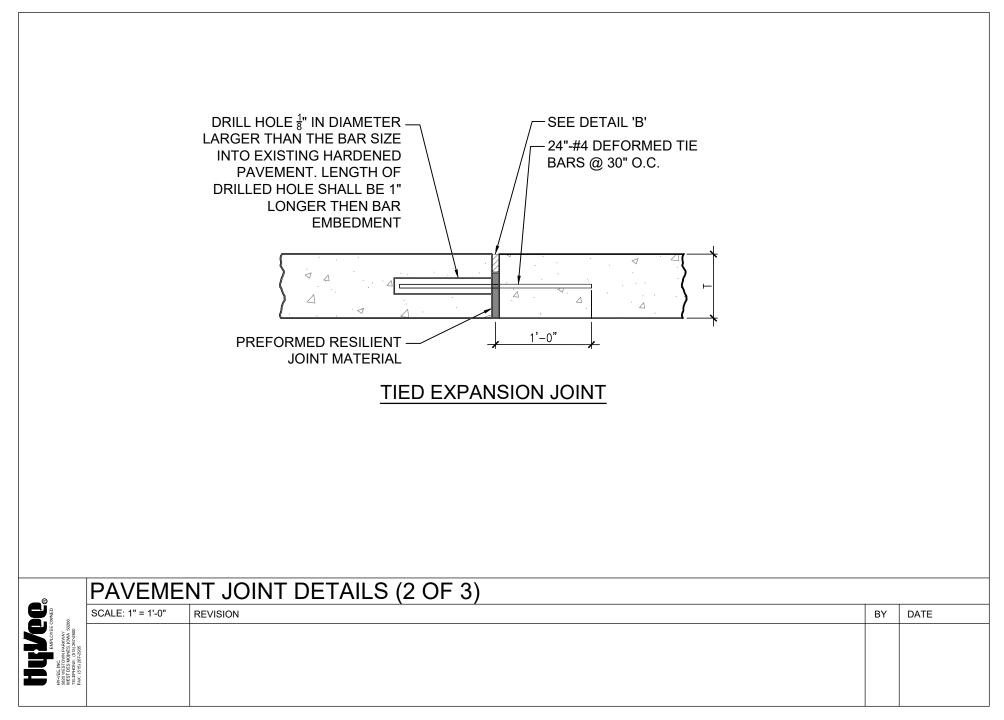
C4.1

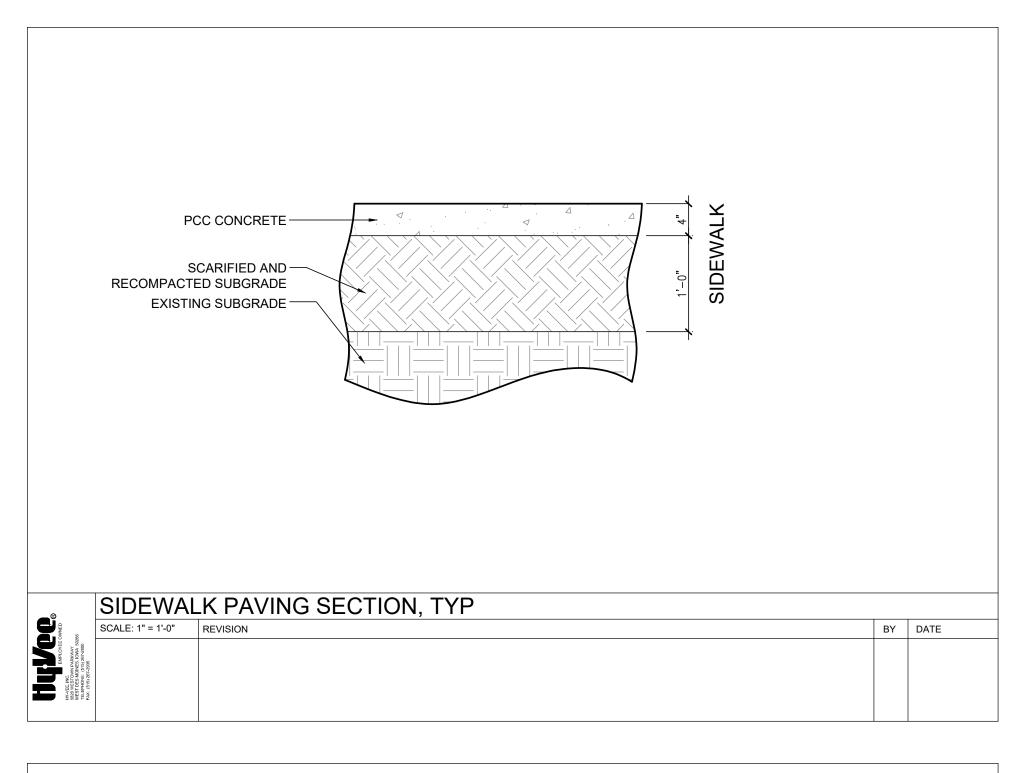
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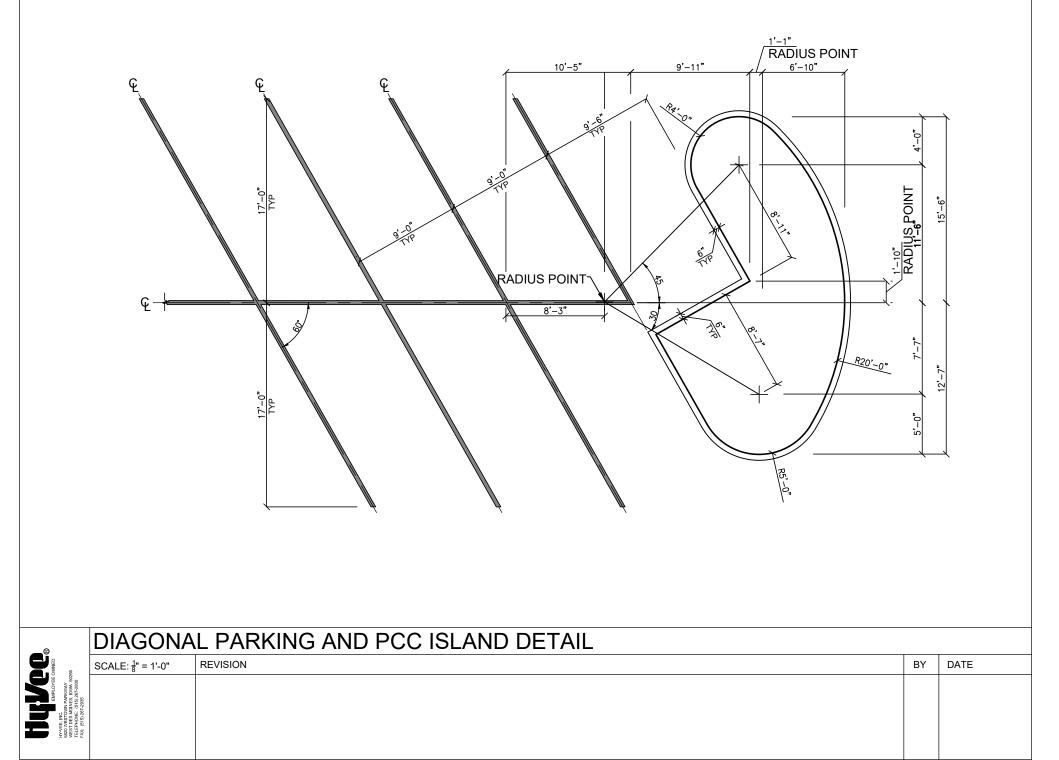


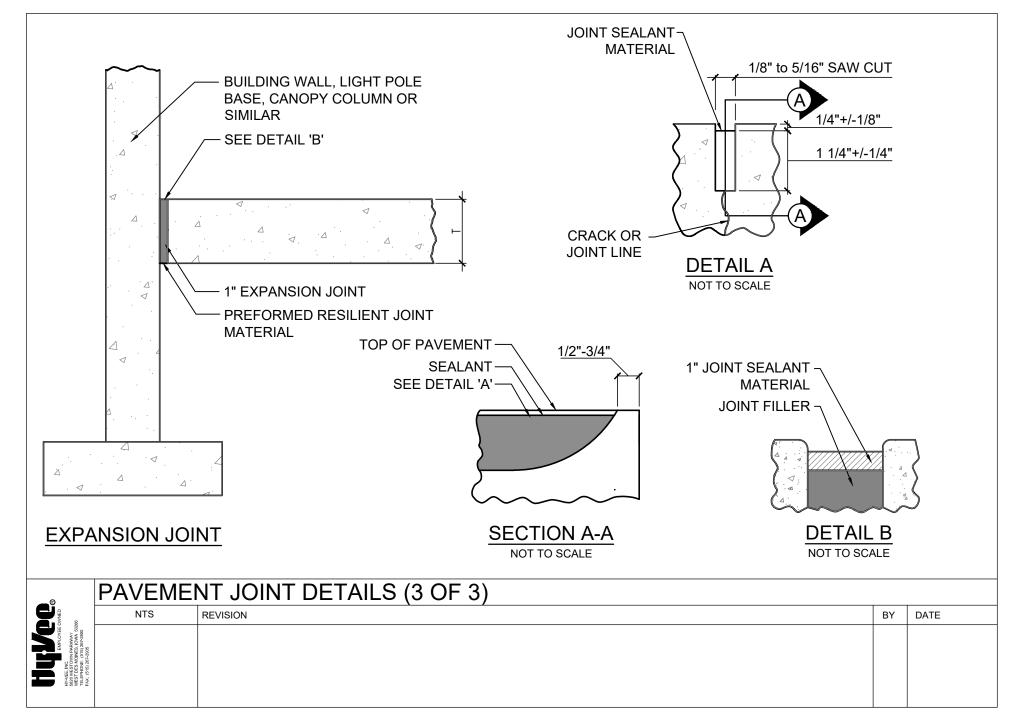


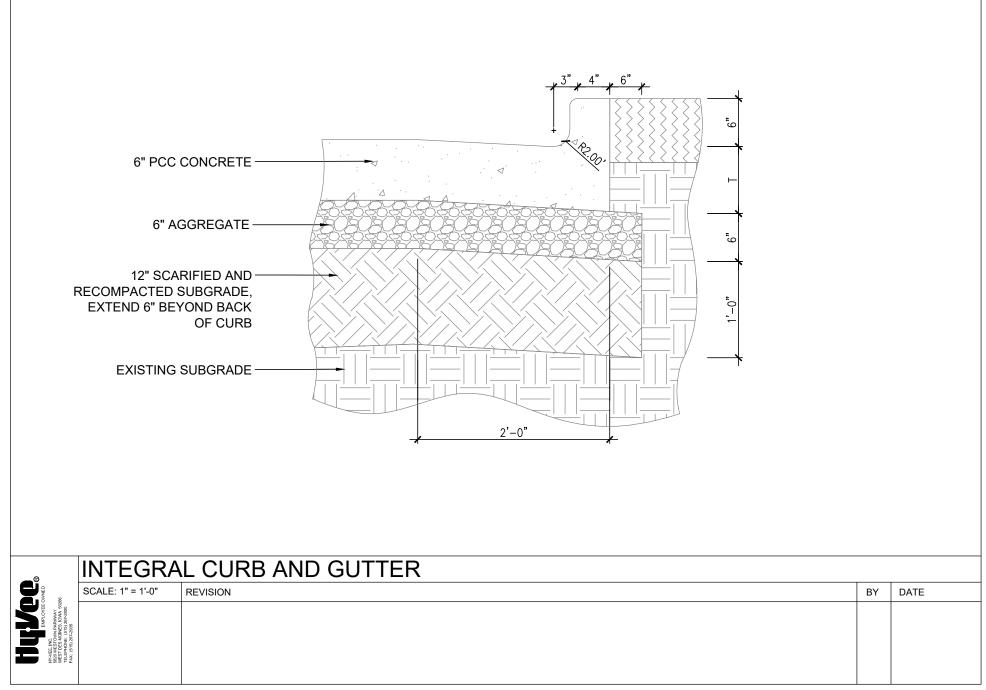




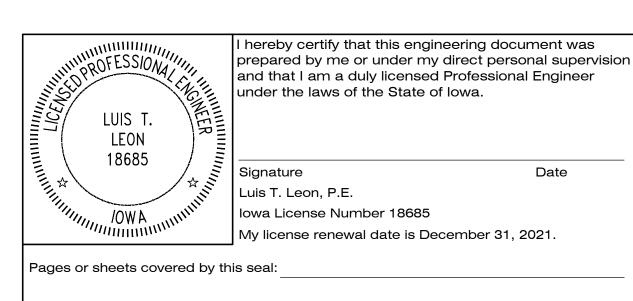


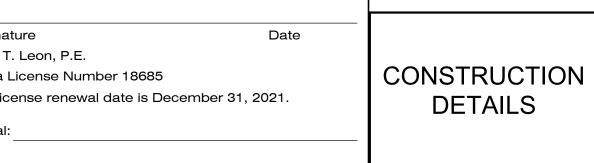




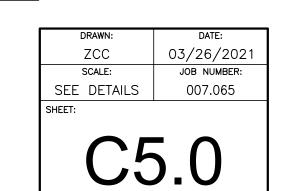




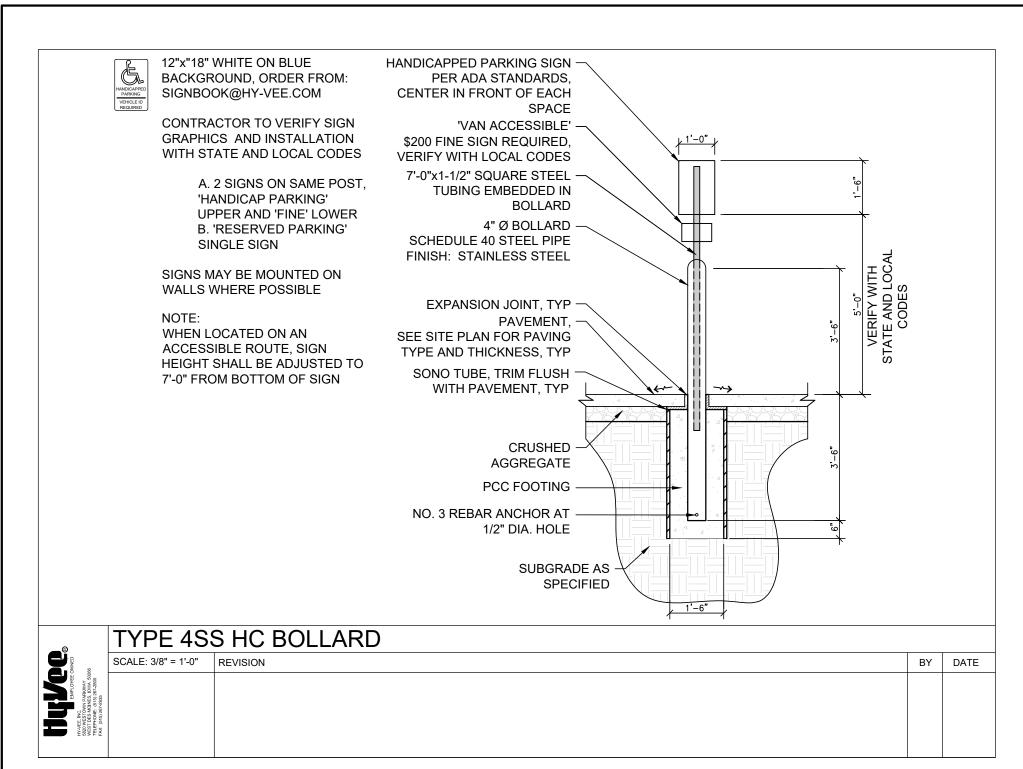


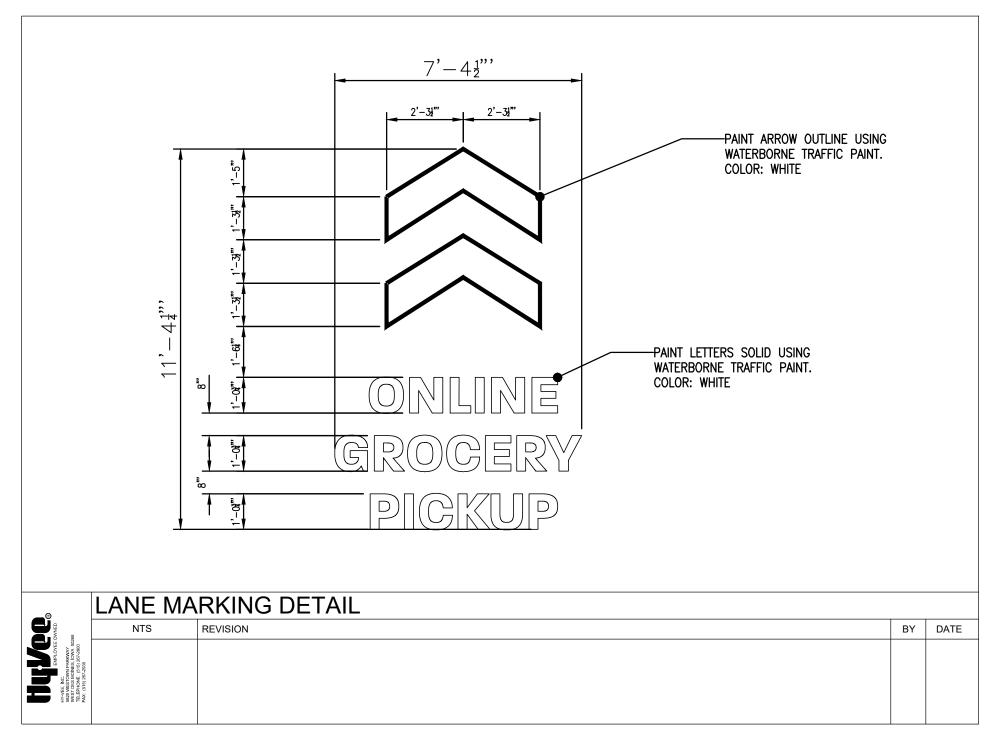


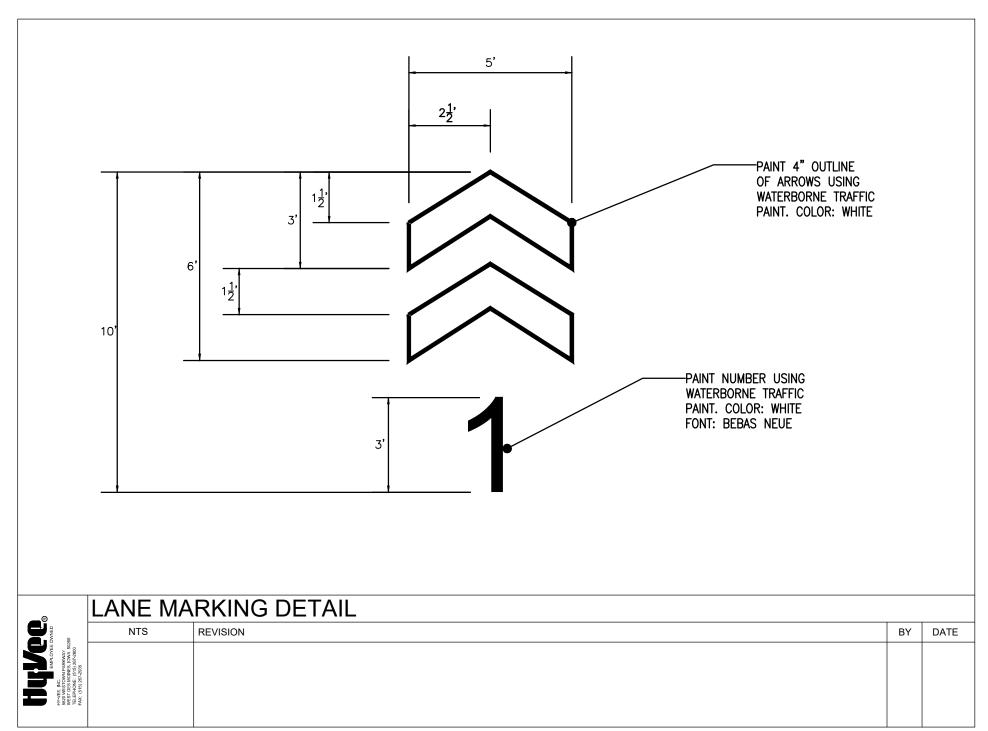


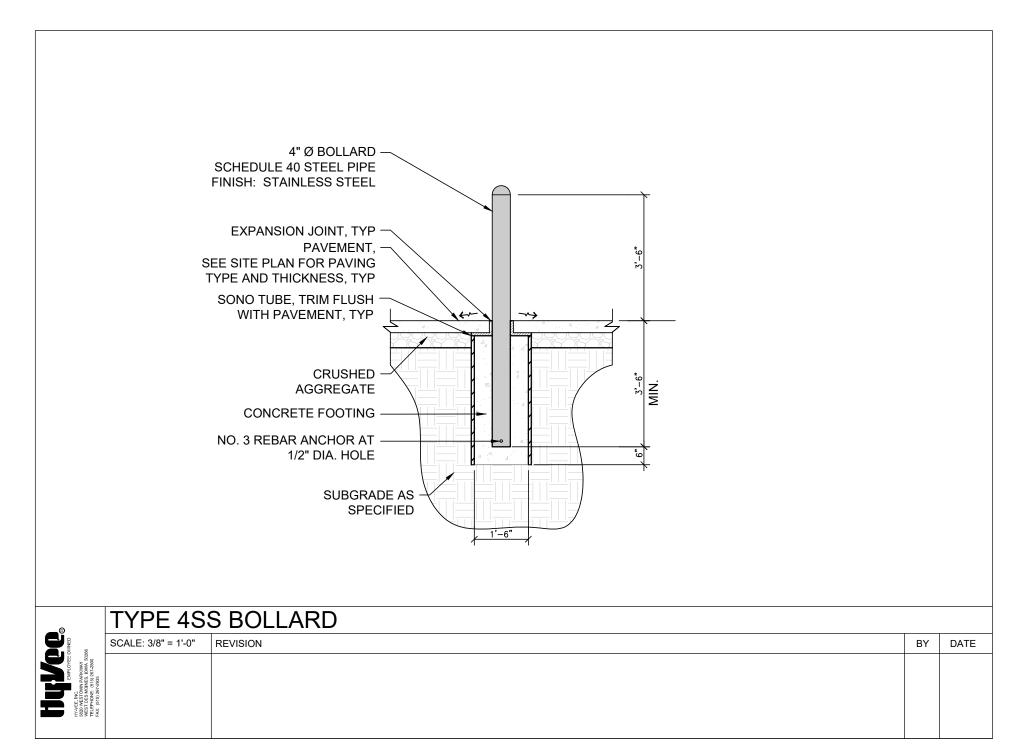


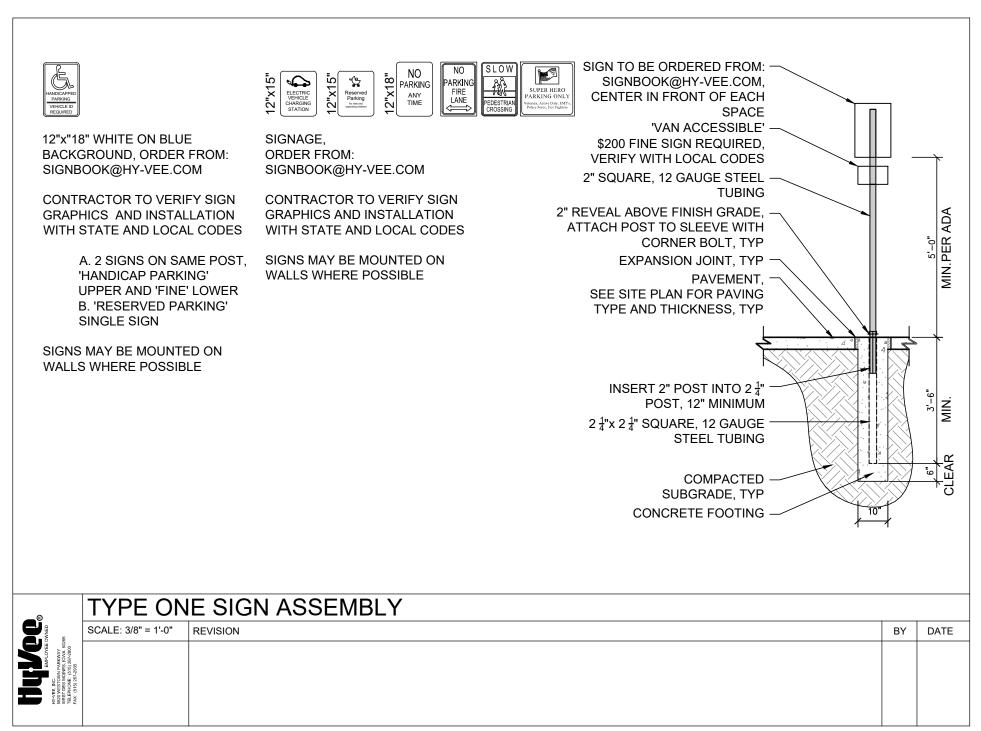
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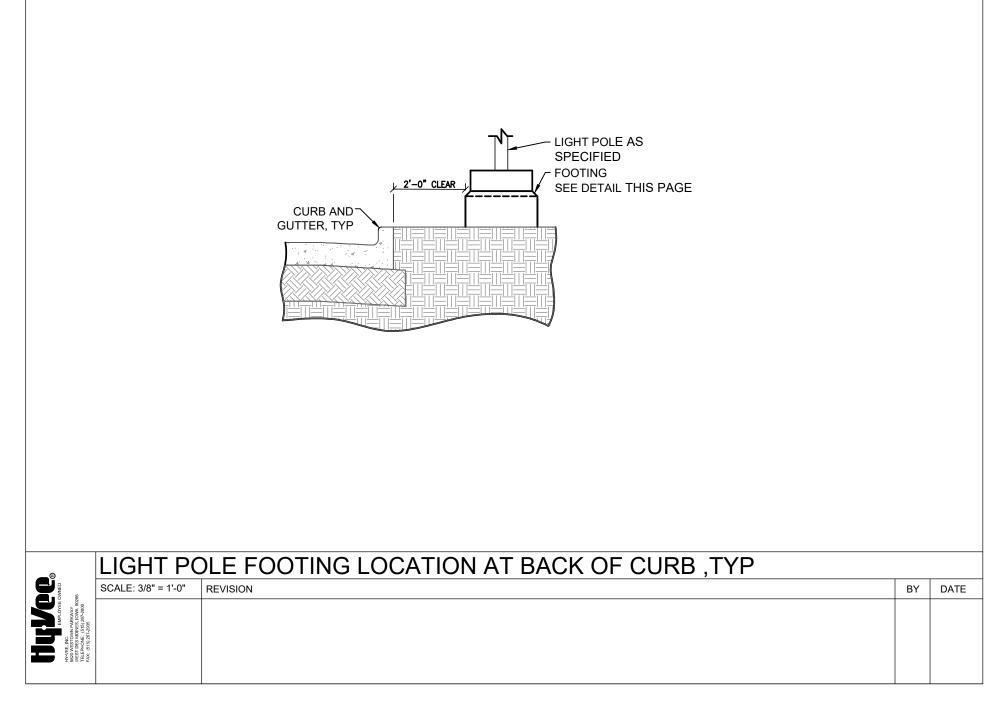


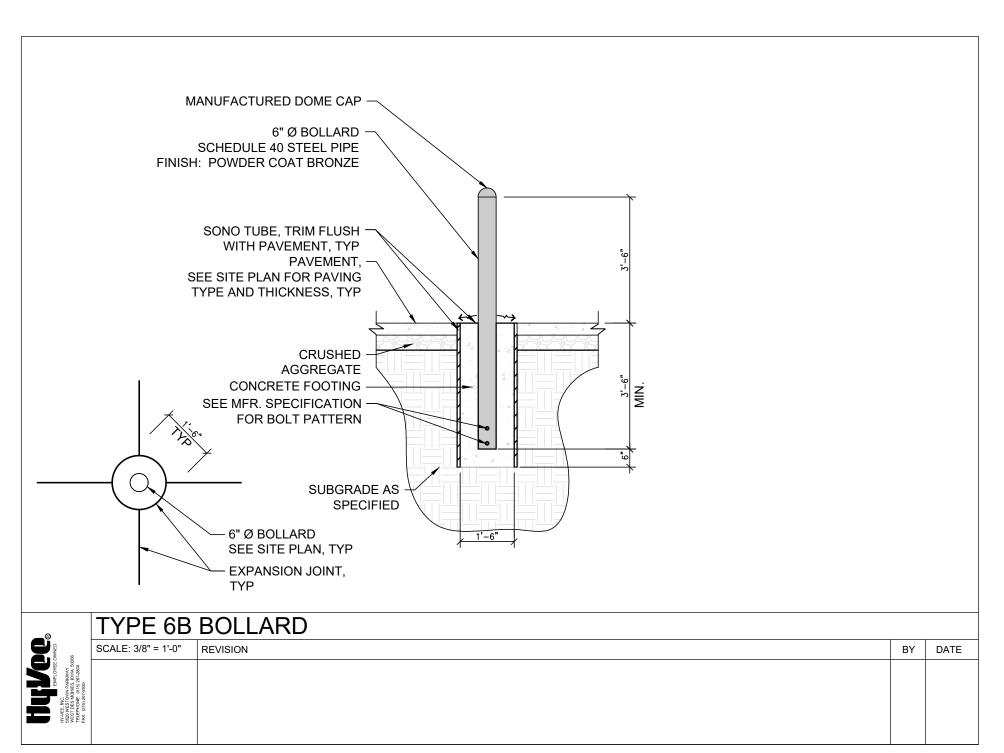


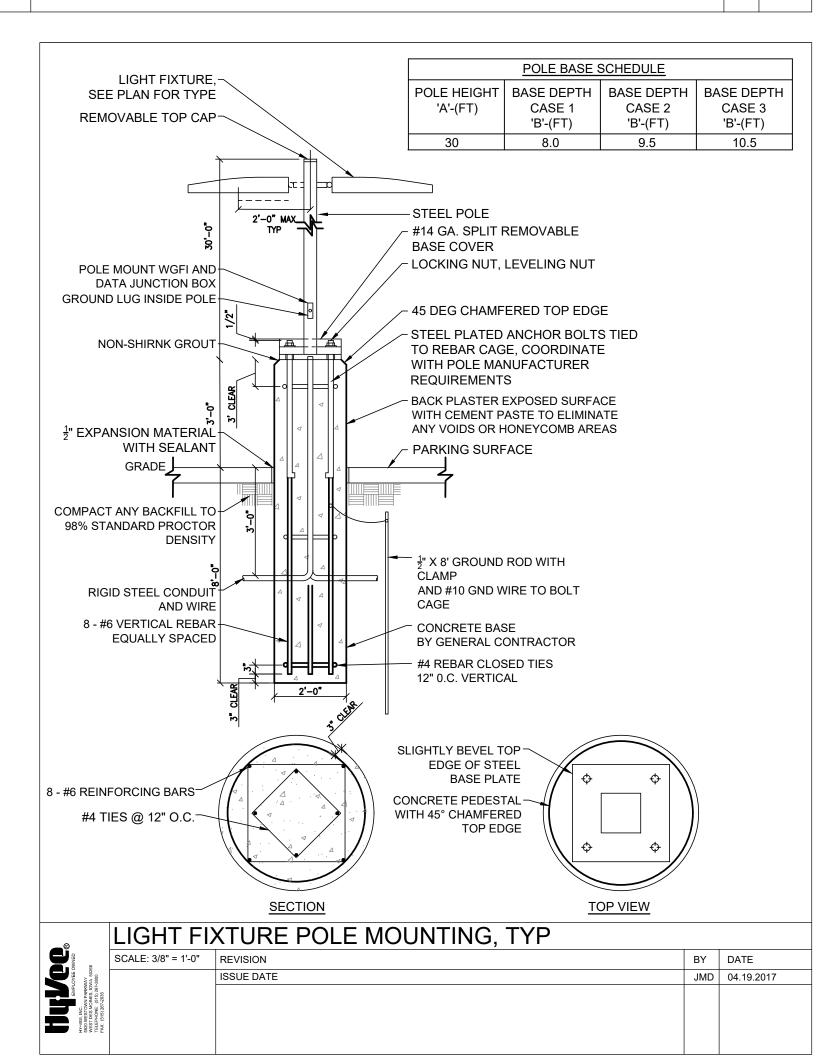


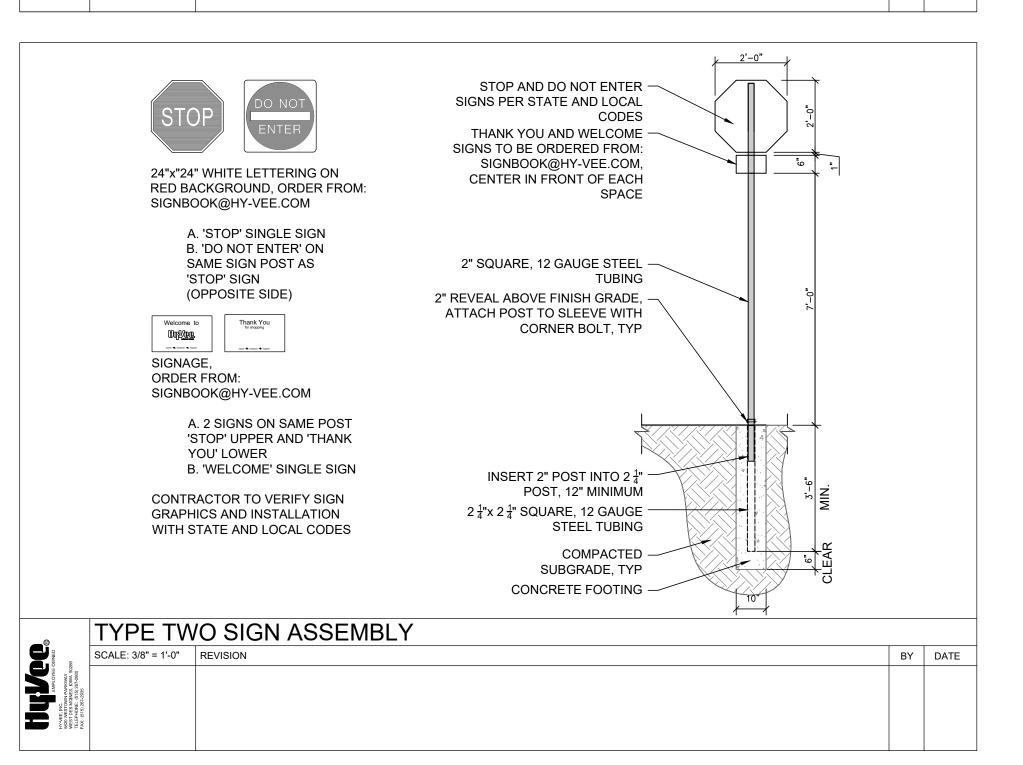






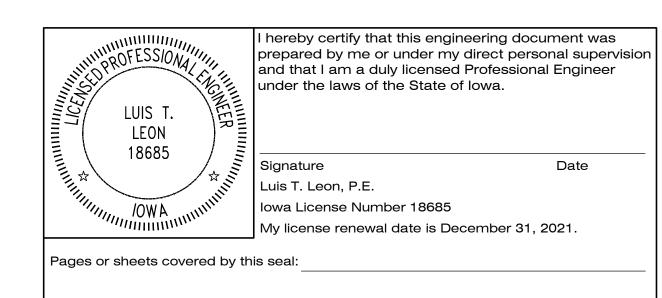






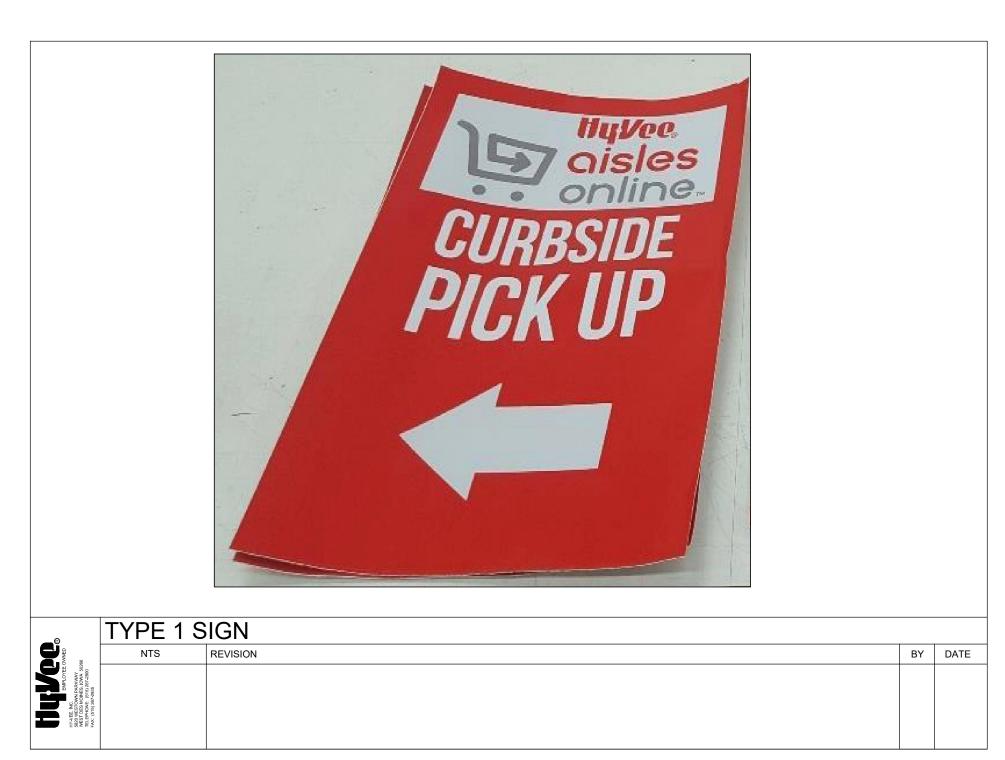


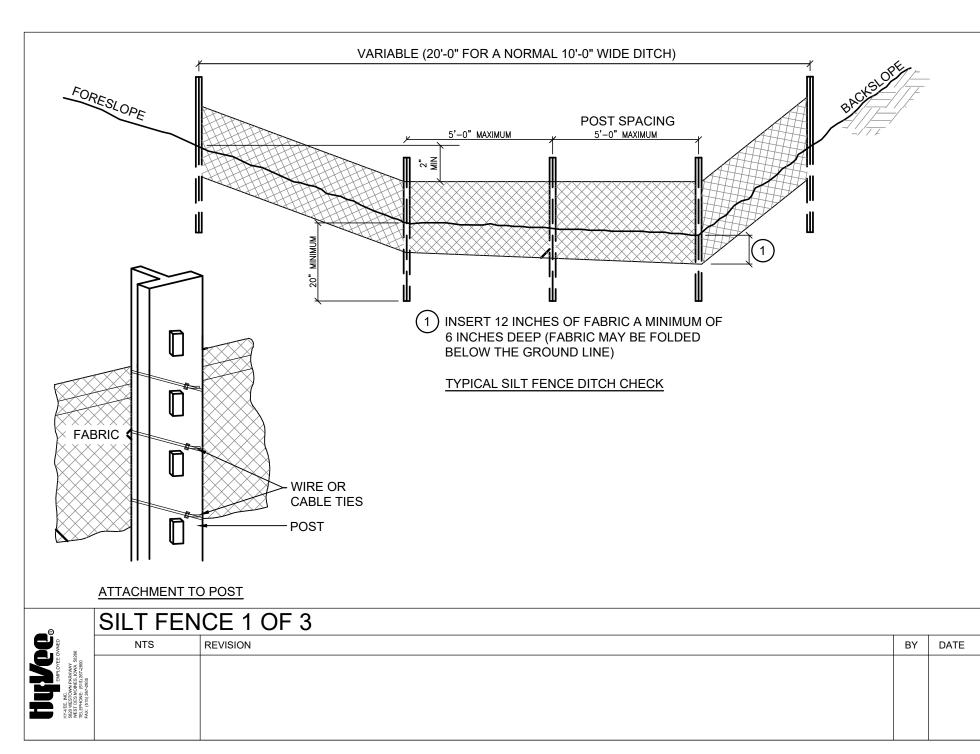
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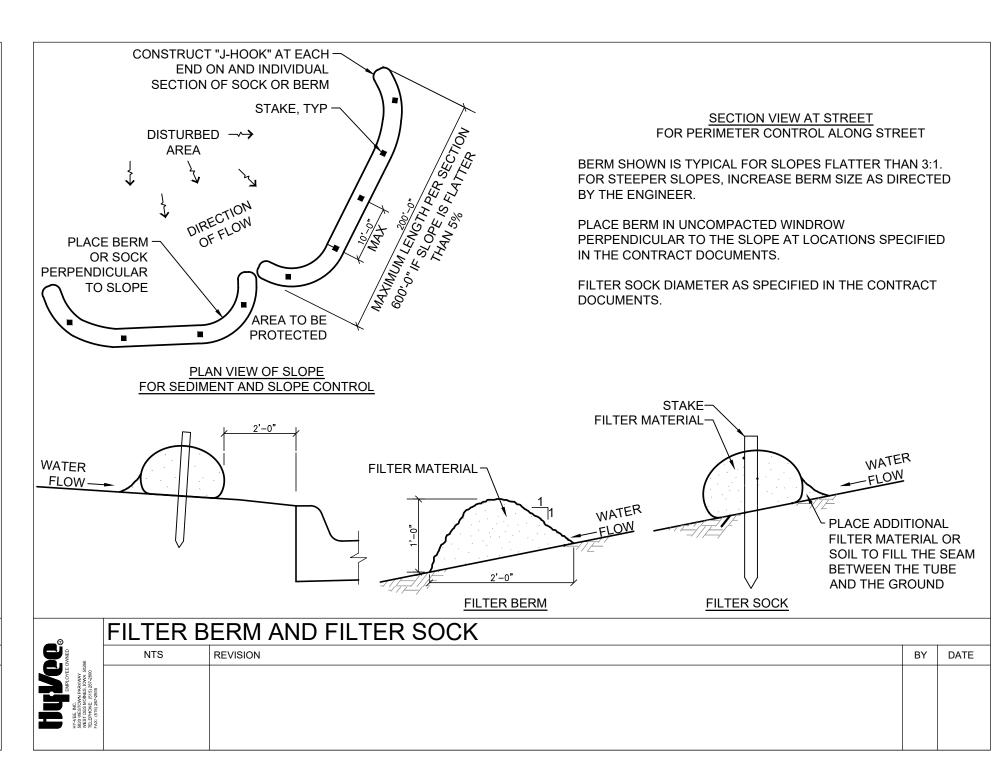




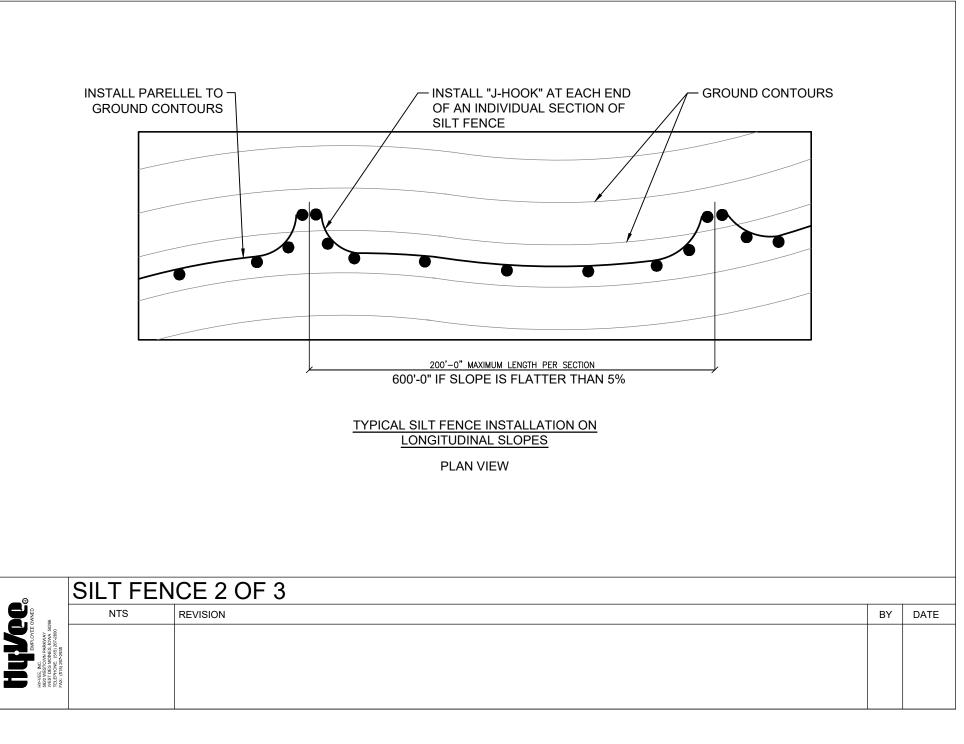


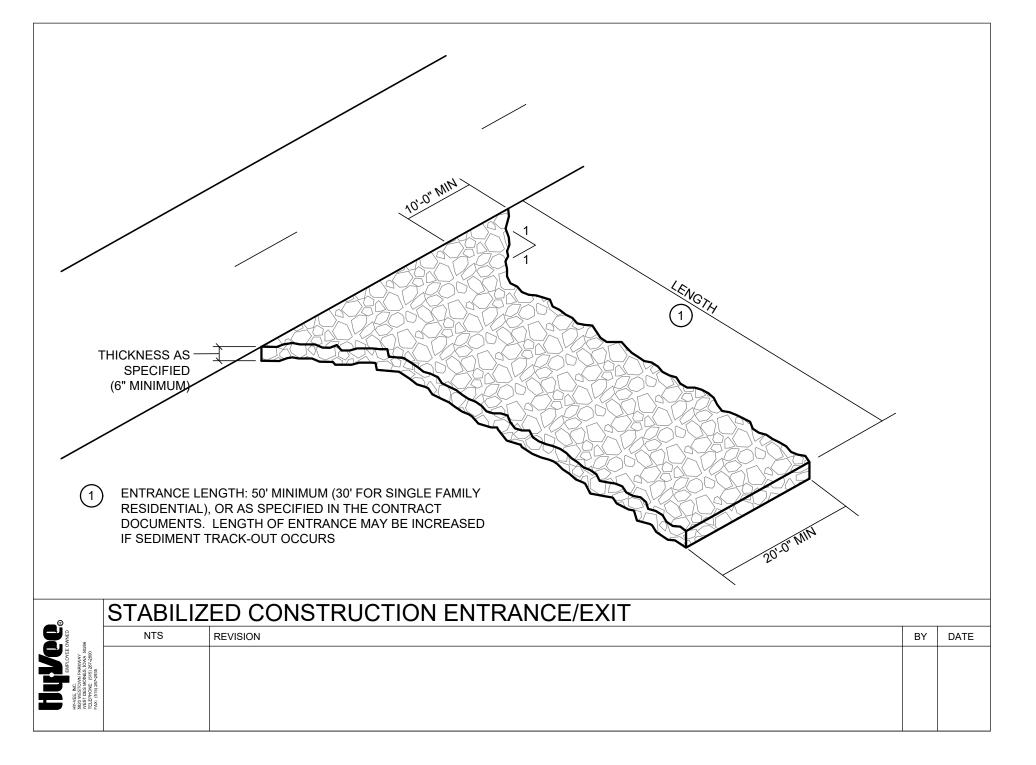




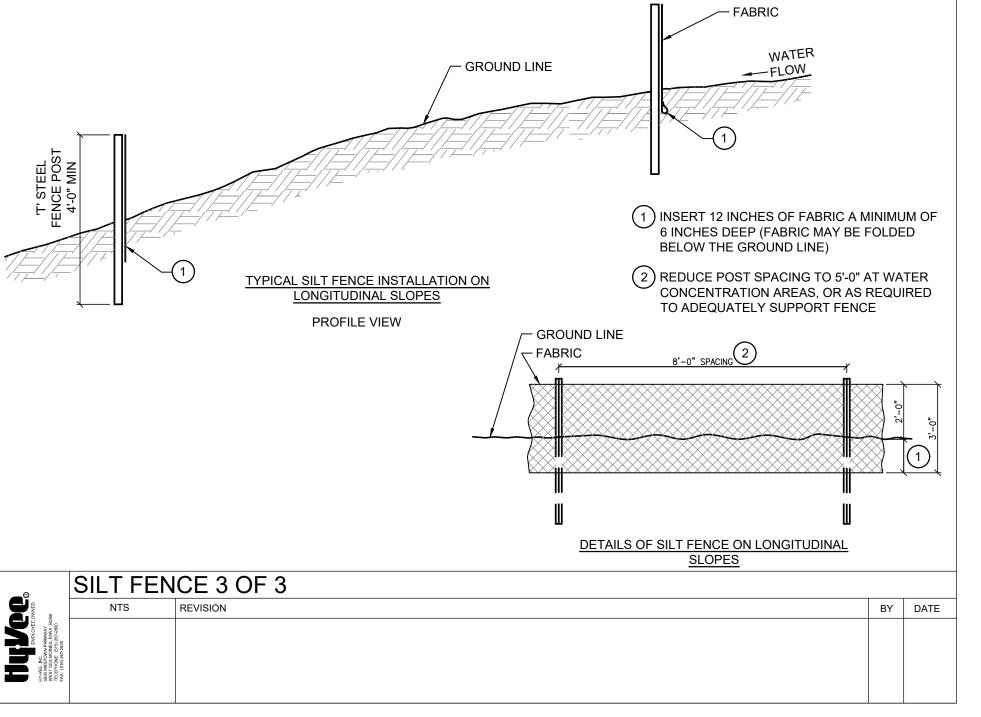






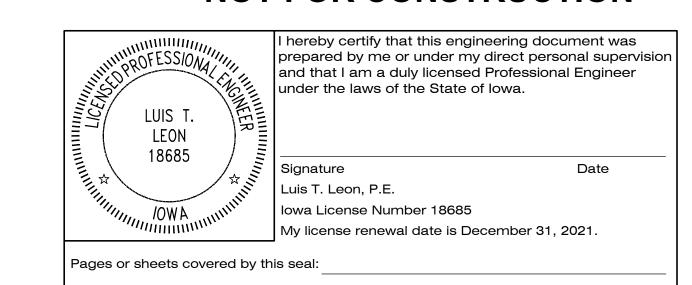








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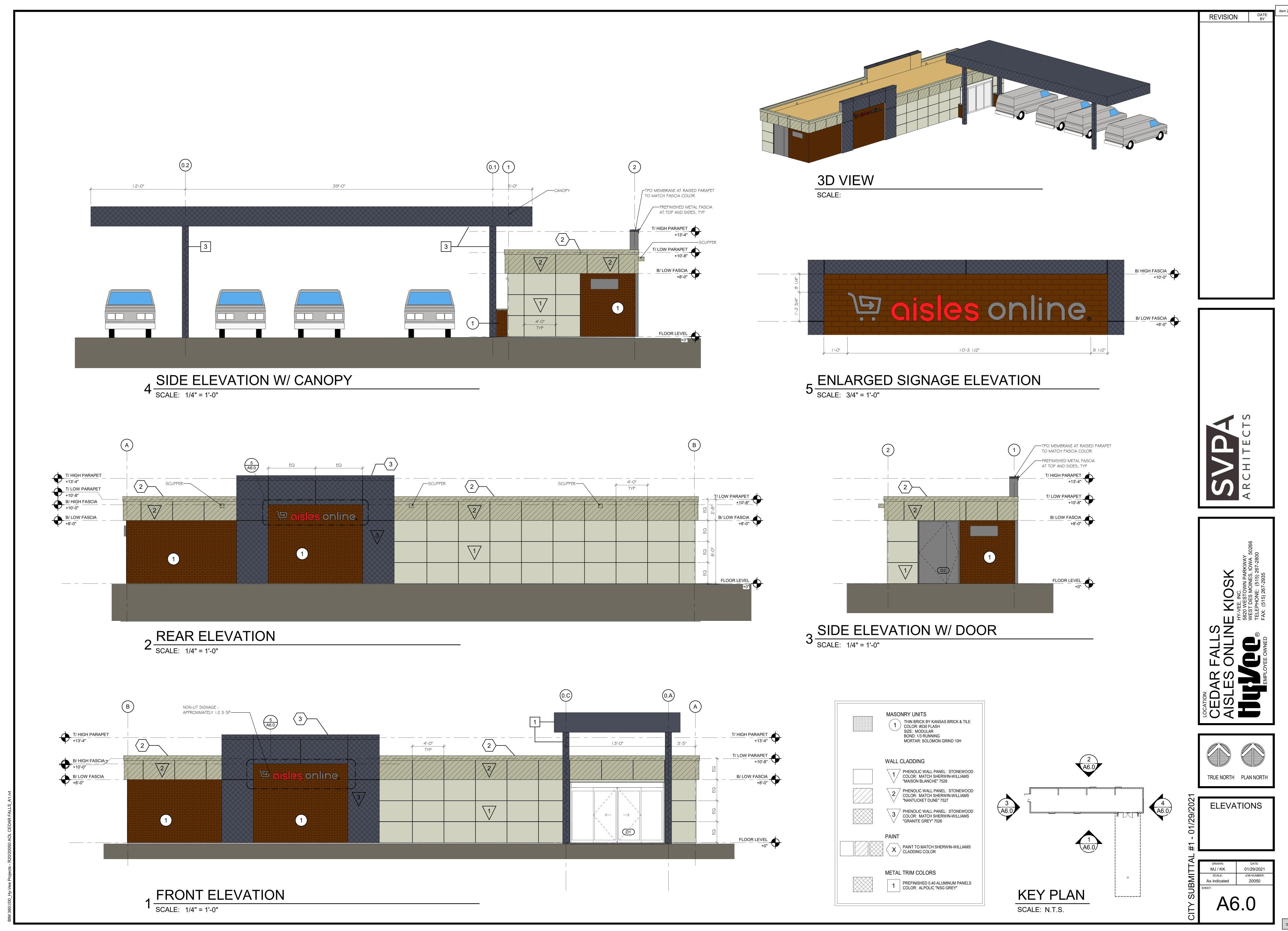
DRAWN: DATE:

ZCC 03/26/2021

SCALE: JOB NUMBER:

SEE DETAILS 007.065

SHEET:





February 8, 2021

Chris Sevy, Planner City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613

RE: HyVee Aisles Online Narrative

On behalf of Hy-Vee, we are pleased to submit the attached site plans and building elevations for the proposed Aisles Online Kiosk at the Cedar Falls Hy-Vee located at 6301 Universite Avenue. Hy-Vee has been working on how to better serve their customers with online grocery ordering, delivery, and pickup over the past several years. They were working with order volumes that could be easily accommodated with several dedicated parking stalls prior to the COVID-19 disruption. In a matter of a week, they went from processing 50 to 60 online orders each day to processing hundreds of orders per hour each day. To provide room to stage the orders and get traffic away from the front of their stores, they set a portable office in the parking lot to hold customer orders for pickup.

As Hy-Vee anticipates a steady increase in online orders in the coming years, they are requesting approval to install a permanent installation for pick-up service in their parking lot. Attached please find the proposed elevations of the facility and canopy that will anchor this location in Cedar Falls.

The pick-up point has been located away from the store to avoid traffic conflicts along the front of the store and in the parking lot. The kiosk has been modified from the original application to 1150 SF to accommodate the demand. The striped storage area is to hold orders right before pick-up. The canopy is 896 SF and has been simplified from the original design. It acts as both a wayfinding device for customers and shelter from the elements for Hy-Vee employees as they load vehicles with groceries. The layout has been modified to allow a queue of cars rather than a pull in configuration which will improve traffic flow and customer satisfaction.

Online orders are an offset to the number of trips to the store. Hy-Vee may see the same total number of trips to the store, but roughly ten percent of those trips are online orders. The online orders do not need a parking space in the lot, thus reducing their needed parking count. Orders are processed in incremental time slots to control the number of trips coming to the store. HyVee is seeing peak hours between 4 pm and 6 pm as customers pick up their groceries on the way home from work. Typical hours of operation are from 8 am to 10 pm but may be less based on demand at a location.

We look forward to working with the City of Cedar Falls to make this a successful program. If you have any questions or need additional information, please feel free to write or call.

Prepared by LT Leon Associates, Inc.



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: Chris Sevy, Planner I

DATE: April 7, 2021

SUBJECT: Remodel review of property in the College Hill Neighborhood Overlay District

REQUEST: Request to approve a College Hill Neighborhood Overlay District floor plan for

the addition of bedrooms at 704-706 W 28th Street (Project #DR21-005)

PETITIONER: Owner: Wes Geisler

LOCATION: 704-706 W 28th Street

PROPOSAL

This request involves a remodel of a duplex at 704-706 W 28th Street. For each unit this proposal includes: remodel of floorplan to add one bedroom, add a second bathroom, remodel the kitchen with an open format, relocate the upstairs bathroom, and provide additional common living space. The property is located in the College Hill Neighborhood Overlay Zoning District and a review by the Planning and Zoning Commission and City Council is required for adding bedrooms to a duplex in the district.



BACKGROUND

The College Hill Neighborhood Overlay District was established for the preservation of neighborhood character and the stabilization of its neighborhoods after a long history of changes and updates to properties that typically increased occupancies and detracted from the original intent of those properties and neighborhoods. This trend and the establishment of the Overlay called for more scrutiny when reviewing changes that may affect the character of the neighborhood.

This property is located within the R-2, Residence District of the College Hill Neighborhood Overlay Zoning District (Section 26-181). The Overlay defines the adding of bedrooms to a

duplex as a *substantial improvement*. A *substantial improvement* requires review and approval by the Planning and Zoning Commission and the City Council. The criteria listed in the Overlay requires that the following be considered in this review: change in density, minimum on-site parking requirements, parking lot standards, stormwater drainage, open space/ landscaping requirements, and other provisions as applicable in the code.

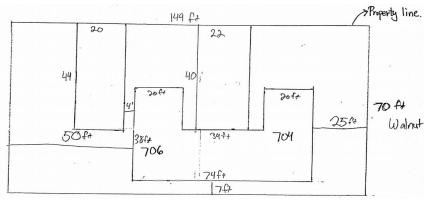
The property in question has been a registered rental since May 2001. The petitioner purchased this property in October 2020 with the intent that it continue as a rental but is seeking to increase the occupancy of the property by adding one additional bedroom to each unit. Currently, each unit has two bedrooms and 760 square feet of finished floor space. The proposed remodel would bring the number of bedrooms to three per unit (six total) and 1520 square feet of finished floor space per unit (3040 total).



A previous proposal to add two bedrooms to each unit was denied by the Planning and Zoning Commission on February 10, 2021 and City Council on March 1, 2021.

ANALYSIS

The existing building at 704-706 W 28th Street is a single story structure. The building is 74 feet wide by 38 feet deep and resides on a lot that is 149 feet wide by 70 feet deep (10,430 ft²). No changes to the building envelope are being proposed aside from window wells that are required for basement bedrooms. There are two driveways: one that is 22 feet wide



by 40 feet deep which leads to two one-stall garages, and another that is 20 feet wide by 44 feet deep which was paved recently and runs along the west side of the house. The following is an evaluation of the proposed remodel according to standards outlined in the College Hill Neighborhood Overlay Zoning District and other applicable codes:

1. Change in density: Preserving neighborhood character is a priority of the College Hill Neighborhood Overlay District. The addition of bedrooms and associated increase in residential occupancy may have a negative effect on the neighborhood's character in several ways. These include: an increase in the number of cars parked on the property, associated traffic from those cars and visitors, increased parking accommodations causing the loss of mature trees and usable outdoor space, and wear and tear of higher occupancy on this modest-sized property. However, three persons per unit is the de facto standard outlined in the rental code for existing rentals after a change in ownership. The majority of surrounding rentals with occupancy of four adults per unit will have their occupancy reduced to three per unit in the event of an ownership change. In those cases, any desired occupancy higher than three will require approval by the Board of Rental Housing Appeals. Due to this, staff finds that three bedrooms per unit accommodating occupancy of three persons per unit is appropriate and will fit well with these density

standards of the rental code.

It was also the disposition of the Technical Review Committee that the current proposal appears appropriate to the context and original carrying capacity of the property. The additional finished space in the basement, as proposed by the applicant, appears to accommodate well the additional intended occupancy.

Below is specific detail regarding current and anticipated densities of this neighborhood. Before examining this detail, it is important to take into account that current occupancy levels are not guaranteed to continue indefinitely. Current code and required reviews will cause many of these occupancy levels to decrease when these properties are sold or transferred. It has been the intent of the most recent rental housing ordinance to gradually reduce occupancy levels so that the rental burden on neighborhoods is moderated.

To the right is a color-coded map of the immediate neighborhood. Each property in this graphic sits at least 350 feet from the intersection where the subject property sits. The following is what each color means:

- Blue = Owner-occupied
- Green = less than four occupants
- Yellow = four occupants
- Orange = five to seven occupants
- Red = eight occupants



Here are some important highlights:

- The occupancy of those immediately adjacent to the subject property have low to moderate occupancy levels (four or less).
- Several owner-occupied properties are within close proximity.
- Those in red with eight occupants are significantly wider than the subject property.

Below is the occupancy detail for each rental property noting which ones are duplexes and which ones will be subject to review and potential occupancy reduction upon sale or transfer. Some properties at sale or transfer have already been reduced as staff has applied the current rental housing regulations intended to stabilize neighborhoods. Staff finds that the desired density of the subject property is in line with the goals of these regulations.

| Street Address | Housing Type | Occupancy | Notes |
|---------------------------|---------------------|-----------|---|
| 802-804 W 28th | Duplex | 8 | Subject to review/reduction at sale or transfer |
| 801-803 W 28th | Duplex | 8 | Subject to review/reduction at sale or transfer |
| 8001-8003 University Ave. | Duplex | 8 | Subject to review/reduction at sale or transfer |
| 7911 W University Ave. | Duplex | 7 | Subject to review/reduction at sale or transfer |
| 722-724 W 28th | Duplex | 6 | |
| 7921 W University Ave. | Duplex | 6 | |
| 7815 W University Ave. | Duplex | 5 | |
| 7809 W University Ave. | Duplex | 5 | |
| 7803 W University Ave. | Duplex | 5 | |
| 801-803 W 29th | Duplex | 4 | |
| 7917-7919 University Ave. | Duplex | 4 | |
| 2821 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 2815 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 2809 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 2705 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 2704 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 2722 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 2822 Walnut | Single-Family | 4 | Subject to review/reduction at sale or transfer |
| 716 W 28th | Single-Family | 3 | |
| 2810 Walnut | Single-Family | 3 | |
| 610 W 28th | Single-Family | 3 | |
| 721 W 29th | Single-Family | 2 | |
| 513 W 28th | Single-Family | 2 | |
| 7715 W University Ave. | Single-Family | 2 | |

- 2. Minimum on-site parking requirements: The College Hill Neighborhood Overlay District requires one parking stall per bedroom for duplexes. The required dimension of one parking stall for residential uses is 8' by 18'. While tandem parking is not optimal for all situations, Section 26-220 outlines general parking requirements and allows tandem stalls to be counted for duplexes. Tandem means no more than two stalls arranged one in front of the other. By this standard, the property has enough parking to accommodate eight persons (4 cars on each driveway). Therefore, the site more than meets the requirement and has some flexibility where tandem parking may be less practical for a tenant or two.
- Parking lot standards: A parking lot is defined as an area designated for parking three or more vehicles. However, the standards for parking lots do not apply to driveways servicing duplexes even where tandem parking is intended/allowed.
- 4. Stormwater drainage: Stormwater detention requirements do not apply to duplexes.
- 5. Open space/ landscaping requirements: This criterion regulates parking areas and required green spaces. As part of a previous approval of the driveway by Council the applicant is required to replace and maintain grass, shrubs, and trees in a manner consistent with the residential neighborhood. This should be similar to what was previously planted on the property.

On the west side of the duplex there was a patio screened with bushes and a fence that were removed with the construction of the second driveway. To the right you'll see a picture that shows a view from the street prior to the project and another picture of the parking area showing all landscaping removed. Neighborhood decline due to unsightly exterior issues is a primary reason these reviews are required in the Overlay. Fortunately, the patio and landscaping serving the other side of the duplex were preserved.



TECHNICAL COMMENTS

There was concern by CFU about the placement of egress windows too close to the gas meters outside; a 3 foot setback was requested. The applicant has indicated that this setback will be maintained.

With regard to the current condition of the property, staff has visited the site and found the below maintenance items and potential code issues that need to be addressed. These maintenance items will be a condition of receiving their rental permit.

- 1. Clean face of gutters
- 2. Touch up paint as needed at windows
- 3. Repair/replace rear siding
- 4. Stairs need to be replaced at the rear door if the rear door is to remain

Notification of this case was sent to adjacent property owners on 4/7/2021.

STAFF RECOMMENDATION

Due to sufficient parking and consistency with occupancy standards outlined in the rental code, staff recommends that this request to add 2 bedrooms to the building (1 per unit) be approved subject to the condition that the occupancy limit be fixed at three persons aged 18 years or older per unit (one adult per bedroom). After review and discussion, the Planning and Zoning Commission voted 9 to 0 to recommend approval.

PLANNING & ZONING COMMISSION

| Discussion |
|------------|
| 1/27/2021 |

The first item of business was a College Hill Neighborhood Overlay Review for 704-706 W. 28th Street. Chair Leeper introduced the item and Mr. Sevy provided background information. He explained that the request is to remodel an existing duplex on the southwest corner of 28th and Walnut Streets in the R-2 district in the College Hill Neighborhood Overlay. The proposal is to add bedrooms and other appropriate updates in order to increase the rental occupancy of the property. The overlay defines the addition of bedrooms to a duplex as a substantial improvement, which requires approval by the Commission and City Council. Currently, each unit has two bedrooms and it is proposed to add one additional bedroom to each unit.

Mr. Sevy also discussed minimum on-site parking requirements, noting that the requirement is one parking space per bedroom for a duplex. The Code allows tandem parking for duplexes to count toward this requirement. Parking requirements are met.

Due to sufficient parking and consistency with occupancy standards outlined in the rental code, staff recommends that this request to add 2 bedrooms to the building (1 per unit) be approved subject to the condition that the occupancy limit be fixed at three persons aged 18 years or older per unit (one adult per bedroom).

Mr. Sevy noted correspondence from the public where two neighbors opposed any increase in density. There was one other who didn't believe the city should limit what the applicant can do with his property.

There were no public comments made during the meeting. The applicant spoke briefly about the improvements and repairs that he would make. Schrad remarked that it appears to be a nice improvement. Mr. Holst noted that it appears to be a nice compromise over what was proposed previously.

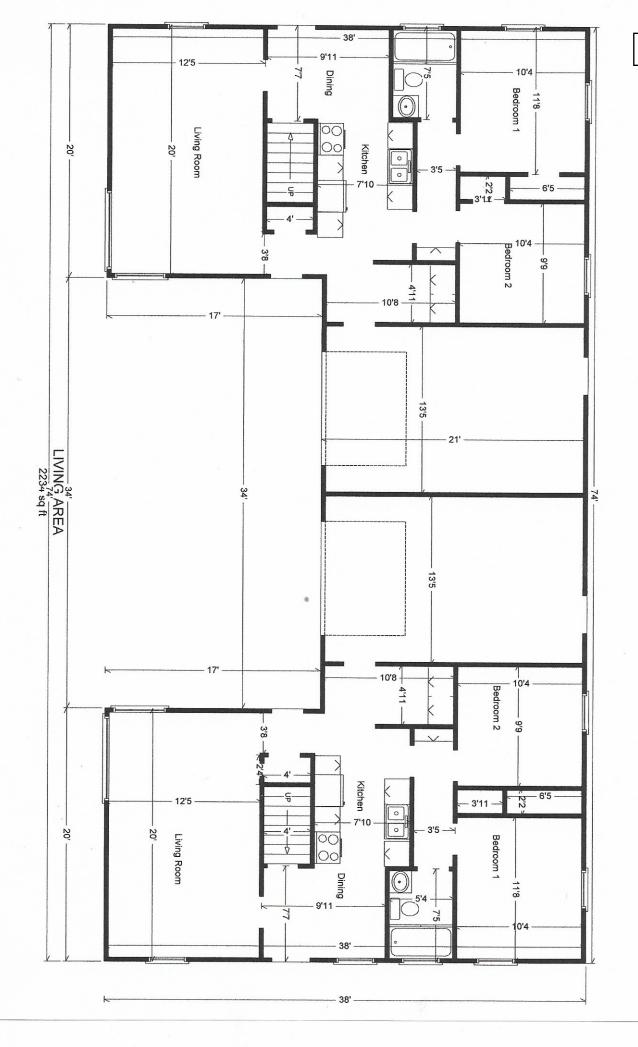
Mr. Holst made a motion to recommend approval to Council. Saul seconded.

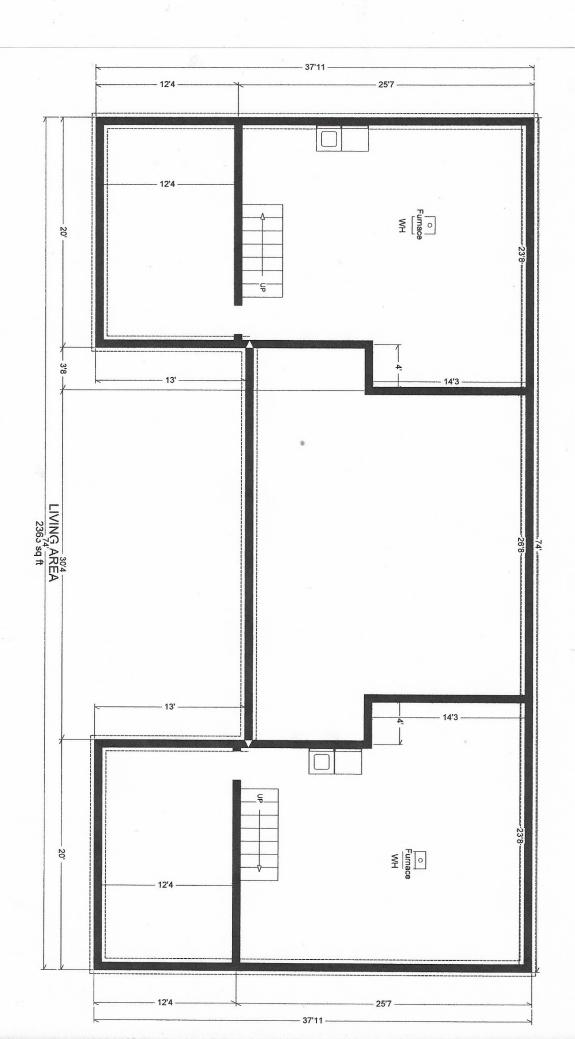
The motion was approved unanimously with 9 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul, Schrad and Sears), and 0 nays.

Attachments:

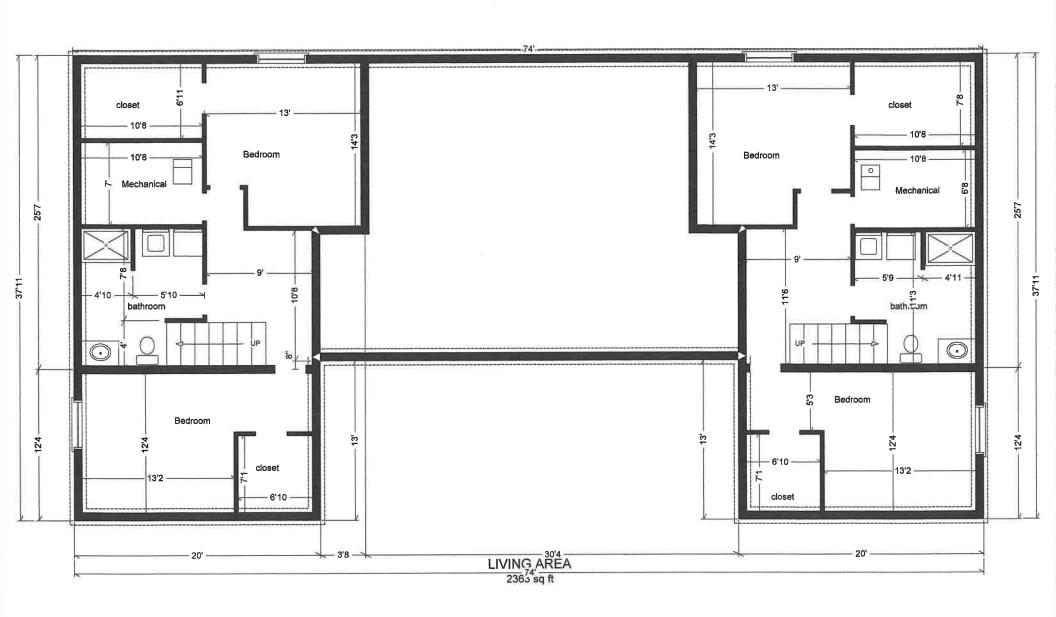
Current Main Floorplan Current Basement Floorplan Proposed Main Floorplan Proposed Basement Floorplan Public Comments Submitted

Item 29.









Chris Sevy

From: Sue Doody <sue.doody@cfu.net>
Sent: Tuesday, April 13, 2021 7:24 PM

To: Chris Sevy

Subject: Re: Agenda item 7 April 14 agenda

CAUTION: This email originated outside the City of Cedar Falls email system.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks for your response. I have been tied up in yet another zoom meeting.

You or info on paving alleviated my major concerns.

I will continue to scan the events in my neighborhood. Thanks for your efforts and concern.

Sue Doody

Sent from my iPhone

On Apr 13, 2021, at 11:23 AM, Chris Sevy < Chris. Sevy@cedarfalls.com > wrote:

Thank you Sue for voicing your concern.

Fortunately, the proposal will not require any more paving than what already exists on the property. Would you like me to pass your comments on to the Commission? You are also welcome to attend the meeting. Please let me know if you need the details of how to attend.

Thanks,

CHRIS SEVY

PLANNER I

CITY OF CEDAR FALLS

O 319.268.5180 (Direct) | **F** 319.273.8610 **A** 220 Clay St, Cedar Falls, IA 50613

E chris.sevy@cedarfalls.com | **W** www.cedarfalls.com

<image001.png>

From: Sue Doody [mailto:sue.doody@cfu.net]

Sent: Tuesday, April 13, 2021 9:03 AM

To: Chris Sevy

Subject: Agenda item 7 April 14 agenda

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

While I still prefer that requests that increase population density in the "foot of the hill" NOT area be approved, I have pretty much given up hope that we will ever see a rejection of the premise income property should rule.

I did not read the entire proposal as revised --- if the addition of 2 more tenants requires that additional concrete be laid -- I beg you to deny the application..

Walnut St from 25th to 29th street already floods from runoff from University ave, College St. and 25th st Additional run off (exacerbated by the ban on grass and gravel parking).

Residents of 2810, 2816, 2819 and 2815 do not need more runoff.

Thank you all for your hard work for Cedar Falls

Sue Doody 2816 Walnut

Chris Sevy

From: Chris Sevy

Sent: Thursday, April 15, 2021 12:23 PM

To: 'Robert Diedrichs'

Subject: RE: P&Z Hearing on 704-706 W 28th Street

Hi Robert,

No one from the neighborhood showed up last night. Sue Doody sent me an email as well but was more concerned if the proposal included more paving which it did not.

I didn't hear anything from the Griffiths this time around but they had expressed in the previous proposal that they were more okay with an occupancy of 3 per unit instead of the 4 that was then proposed. I expect they didn't oppose this proposal for 3 per unit for that reason. When considering neighborhood opposition against the backdrop of one's right to improve a property, this proposal for 3 bedrooms/occupants per unit was considered a compromise after the request for 4 was denied.

I appreciate you reaching out and voicing your opinion. If there is anything more that we can do, please let us know.

Thanks,

CHRIS SEVY

PLANNER I

CITY OF CEDAR FALLS

O 319.268.5180 (Direct) | **F** 319.273.8610 **A** 220 Clay St, Cedar Falls, IA 50613

E chris.sevy@cedarfalls.com | W www.cedarfalls.com



From: Robert Diedrichs [mailto:rdiedrichs@cfu.net]

Sent: Thursday, April 15, 2021 11:28 AM

To: Chris Sevy

Subject: Re: P&Z Hearing on 704-706 W 28th Street

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

Thanks Chris,

I thought the proposal didn't comply with the Neighborhood Overlay guidelines. I may have missed something.

I know that Joe and Melanie Griffith and Sue Doody were opposed. Were there more? And I'm curious what neighbors appeared in support since none had expressed an opinion before.

I'm traveling to Nebraska for a funeral service this weekend and probably won't get back by Monday night. Maybe Joe or Sue will show up.

Bob Diedrichs

From: "chris sevy" < Chris.Sevy@cedarfalls.com>
To: "Robert Diedrichs" < rdiedrichs@cfu.net>
Sent: Thursday, April 15, 2021 9:29:23 AM

Subject: RE: P&Z Hearing on 704-706 W 28th Street

Yes, there was a very long discussion item that they voted to discuss at the end of the meeting so applicants didn't have to wait for their cases to be discussed.

In my presentation I noted the desires of neighbors who expressed their opinions, including yours. Some were in favor and some were not. As far as the result, the interior remodel was approved by the Planning and Zoning Commission since it was determined consistent with overlay standards and also consistent with rental occupancy standards put forward by the rental code. However, this is only the first hurdle for the applicant. This item will be on the City Council agenda the coming Monday. You are welcome to attend that meeting to express your opinion there as well.

Thanks,

CHRIS SEVY

PLANNER I

CITY OF CEDAR FALLS

O 319.268.5180 (Direct) | **F** 319.273.8610 **A** 220 Clay St, Cedar Falls, IA 50613

E chris.sevy@cedarfalls.com | **W** www.cedarfalls.com | **W** <a href="

Item 29.



From: Robert Diedrichs [mailto:rdiedrichs@cfu.net]

Sent: Thursday, April 15, 2021 8:31 AM

To: Chris Sevy

Subject: Re: P&Z Hearing on 704-706 W 28th Street

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

I was busy all afternoon and didn't think about it until about 6:30 or so. When I logged on, there was a discussion about changing rules. It continued till adjournment. Did they take things out of order?

Did they take up the W28th street item?

Thanks.

Bob Diedrichs

From: "chris sevy" < Chris.Sevy@cedarfalls.com>
To: "Robert Diedrichs" < rdiedrichs@cfu.net>
Sent: Wednesday, April 14, 2021 3:21:12 PM

Subject: RE: P&Z Hearing on 704-706 W 28th Street

It is a zoom meeting the same as before and the previous meeting took place at city hall as well. This case will be not long after 5:30. I encourage your attendance over zoom if you can.

The link and other ways to participate are outlined in the attached agenda.

Thanks,

CHRIS SEVY

CITY OF CEDAR FALLS

O 319.268.5180 (Direct) | **F** 319.273.8610

A 220 Clay St, Cedar Falls, IA 50613

E chris.sevy@cedarfalls.com | **W** www.cedarfalls.com



From: Robert Diedrichs [mailto:rdiedrichs@cfu.net]

Sent: Wednesday, April 14, 2021 1:20 PM

To: Chris Sevy

Subject: Re: P&Z Hearing on 704-706 W 28th Street

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

I won't be at City Hall. I'm getting ready to go out of town to a funeral.

Can you tell me:

Is it a zoom meeting same as before?

Was the previous zoom meeting at city hall?

Is this likely to be the first business at 5:30?

What is the link for zoom?

Thanks.

Bob D.

From: "chris sevy" < Chris.Sevy@cedarfalls.com>
To: "Robert Diedrichs" < rdiedrichs@cfu.net>
Sent: Wednesday, April 14, 2021 12:33:03 PM

Subject: RE: P&Z Hearing on 704-706 W 28th Street

Hi Bob,

Will you be at the meeting tonight on zoom or at City Hall?

Thanks,

Chris

From: Robert Diedrichs [mailto:rdiedrichs@cfu.net]

Sent: Wednesday, April 14, 2021 10:47 AM

To: Chris Sevy

Subject: P&Z Hearing on 704-706 W 28th Street

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

Chris Sevy

Re: P&Z Hearing on 704-706 W 28t St.

I own the house at 2804 Walnut Street and have written about this proposal before. I assume that letter is in the file.

I also commented at the previous hearing that was on zoom.

As noted before, the neighborhood changed from 1966 to the early 80s. Many residents around the college area were concerned that changes were adverse to their original expectations when they built, purchased or remodeled homes. They felt the increased density of people and vehicles would make their property less attractive to them and future owners. As a result, the College Hill Neighborhood overlay guidelines were adapted to stabilize the situation.

Current residents rely on the zoning rules. It is disconcerting to hear comments that the P&Z should support new investments that are outside the established guidelines. Spending money on the property is one thing, but I believe the proposal does not conform to the overlay.

Item 29.

Incremental changes can get out of control. If carried to the extreme, someone may buy two hole across the street and build a three story, high rise apartment house. I hope P&Z will respect the established overlay guidelines.

Thanks.

Bob Diedrichs

Word.doc copy attached



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: April 14, 2021

SUBJECT: FY2021 Budget Amendment

Please find attached the notice for a FY2021 budget amendment. This budget amendment is necessary due to timing of various projects and participation in various grants.

As noted in the attached Notice of Public Hearing, there are increases to six of the nine program areas.

- The Public Safety program is made of up following three divisions: Police Operation, Fire Operations, Inspection Services and it also includes Police and Fire Retirement funds, Public Safety Grant funds and Police Forfeitures funds. The increase expenditures to this program are due to participation in grant programs it includes police operation overtime and equipment, as well as equipment purchases under police forfeiture fund. These additional expenditures will be offset with additional intergovernmental grant revenues. The City will also use cash reserves and future trust and agency levy revenues from the Police retirement fund account to offset additional workers comp. expenditures.
- Public Works program has additional expenditures are due to timing of capital projects, which include various projects in the Street Repair fund, primarily due to the overlap of projects from one fiscal year to another. These projects include Union Road reconstruction, 12th Street reconstruction, Ridgeway Avenue and the annual Seal Coat and Street Patching projects. Cash reserves and additional miscellaneous revenues were used to offset the additional expenditures.
- Cultural and Recreation program has an increase due to the Hearst Center for the Arts' participation in CARES grant programs, in which the City received additional intergovernmental funding of \$35,000 to offset the decrease revenues during the year due to the pandemic. The Library will use \$41,500 in General fund Cash Reserves, or Levy Reserves to cover increased expenditures in program and service offerings, as well as additional revenues of \$162,900 from endowment funds to cover the library carpeting project.
- Community & Economic Development program has additional expenditures which are covered by additional CARES grant revenues from US-Department of HUD. The Section 8 Housing program used \$26,570 in CARES funding, it used this for administrative costs for remote working (computer equipment, cell phones, and additional software online applications). Community Development Block Grant program used \$72,182 in CARES funding, it was used to fund

additional outside agencies support during the pandemic and related planning and reporting administrative costs. The City was also awarded through the State of Iowa CARES funding, which we awarded a portion to area schools, outside agency and will use the remainder towards City projects to help cover software computer costs, all costs are related to the pandemic. CDBG – HOME program used additional intergovernmental revenues of \$19,000 to fund rehab projects. Section 8 Housing program also received funding from US-Department of Housing and Urban Development and used additional intergovernmental revenues (\$56,500) to offset additional HAP payments made.

- Capital Projects program has noted an increase of \$1,810,200. The City will receive additional intergovernmental revenues from FEMA towards the costs of PPE supplies and offset of wages towards disinfection at the Fall Aquatic Center this past season. The additional expenditures are also due to the timing of large capital projects, these projects include; W. 1st Street reconstruction, Clay Street Drainage project, Dam Safety Improvements and the annual Sidewalk project. Additional intergovernmental and miscellaneous revenues and reserve bond proceeds will offset these expenditures. Included in this program area is Economic Development which purchased rural water service rights during the year. Cash reserves were used and the fund will be offset by future TIF revenues.
- Business Type program has additional expenditures due to timing of Stormwater Bond capital projects. These projects include Campus Street bridge, permeable alley project, and Walnut Street box culvert. Previously received bond funds will be used to offset these additional expenditures. The Refuse fund used additional revenues and cash reserves to offset additional expenditures related to regular operations. The Sewer fund used additional revenues to offset unexpected equipment replacement costs.

The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for May 3, 2021.

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

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

CEDAR FALLS Fiscal Year July 1, 2020 - June 30, 2021

The City of CEDAR FALLS will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2021

Meeting Date/Time: 5/3/2021 07:00 PM Contact: Jennifer Rodenbeck Phone: (319) 273-8600

Meeting Location: Cedar Falls City Hall, 220 Clay Street

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and

anticipated, will be available at the hearing.

| REVENUES & OTHER FINANCING SOURCES | | Total Budget as Certified or Last Amended | Current Amendment | Total Budget After Current Amendment |
|---|----|---|----------------------|---|
| Taxes Levied on Property | 1 | 22,728,404 | 0 | 22,728,404 |
| Less: Uncollected Delinquent Taxes - Levy Year | 2 | 0 | 0 | 0 |
| Net Current Property Tax | 3 | 22,728,404 | 0 | 22,728,404 |
| Delinquent Property Tax Revenue | 4 | 0 | 0 | 0 |
| TIF Revenues | 5 | 3,851.770 | 0 | 3,851,770 |
| Other City Taxes | 6 | 6,155,607 | 0 | 6,155,607 |
| Licenses & Permits | 7 | 984,000 | 0 | 984,000 |
| Use of Money & Property | 8 | 1,532,880 | 0 | 1,532,880 |
| Intergovernmental | 9 | 11,988,060 | 564,711 | 12,552,771 |
| Charges for Service | 10 | 14,432,050 | 218,250 | 14,650,300 |
| Special Assessments | 11 | 0 | 0 | 0 |
| Miscellaneous | 12 | 1,317,869 | 116,800 | 1,434,669 |
| Other Financing Sources | 13 | 1,445,000 | 600,000 | 2,045,000 |
| Transfers In | 14 | 13,371,460 | 0 | 13,371.460 |
| Total Revenues & Other Sources | 15 | 77,807,100 | 1,499,761 | 79,306,861 |
| EXPENDITURES & OTHER FINANCING USES | | | | |
| Public Safety | 16 | 12,796,060 | 126,200 | 12,922,260 |
| Public Works | 17 | 12,555,450 | 1,715,000 | 14,270,450 |
| Health and Social Services | 18 | 232,000 | 0 | 232.000 |
| Culture and Recreation | 19 | 8.818,580 | 254,150 | 9,072,730 |
| Community and Economic Development | 20 | 3,591,720 | 302,311 | 3,894,031 |
| General Government | 21 | 5,974,930 | 0 | 5.974,930 |
| Debt Service | 22 | 955,710 | 0 | 955,710 |
| Capital Projects | 23 | 18.950,900 | 1,810,200 | 20,761,100 |
| Total Government Activities Expenditures | 24 | 63.875,350 | 4,207,861 | 68.083.211 |
| Business Type/Enterprise | 25 | 9,508,540 | 815,700 | 10.324.240 |
| Total Gov Activities & Business Expenditures | 26 | 73,383,890 | 5.023,561 | 78.407.451 |
| Tranfers Out | 27 | 13.371,460 | 0 | 13,371,460 |
| Total Expenditures/Transfers Out | 28 | 86,755,350 | 5,023,561 | 91,778,911 |
| Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out | 29 | -8,948,250 | -3,523,800 | -12.472,050 |
| Beginning Fund Balance July 1, 2020 | 30 | 85,926,029 | 0 | 85 926 029 |
| Ending Fund Balance June 30, 2021 | 31 | 76,977,779 | -3,523,800 | 73,453,979 |

Explanation of Changes: These over expenditures are primarily due to timing of capital projects and participation in various grant programs. Some of the expenditures are covered by additional revenues: intergovernmental charges for services, miscellaneous, other financing sources, as well as cash reserves.

04/14/2021 03:10 PM 343 Daily Invoices for Council Meeting 04/19/21

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

ACCOUNTING PERIOD 09/2021

| NBR NBR | ACCTGTRANSACTION PER. CD DATE NUMBER DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|-------------|--|-----------------|-------------------|-------------------------------|
| FUND 101 GE | ENERAL FUND | | | |
| | 141.72-99 OPERATING SUPPLIES / POSTAGE 10/21 AP 03/31/21 0395639 CMRS-POC POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 | 143.31 | | 04/05/21 |
| | ACCOUNT TOTAL | 143.31 | 200 | 143.31 |
| 101-1008-4 | 441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | |
| 1636 | 10/21 AP 03/31/21 0395674 IOWA LEAGUE-CITIES REG:SPRING CONF-DANIELSEN DES MOINES;4/22-4/ | 125.00 | | 04/09/21 |
| | ACCOUNT TOTAL | 125.00 | ₁ , 00 | 125.00 |
| | 441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | |
| 1636 | 10/21 AP 03/31/21 0395674 IOWA LEAGUE-CITIES REG:SPRING CONF-RODENBECK DES MOINES;4/22-4/ | 125.00 | | 04/09/21 |
| | ACCOUNT TOTAL | 125.00 | _{i=} 00 | 125.00 |
| 101-1028-4 | 441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT | | | |
| 1412 | 09/21 AP 03/24/21 0005514 ISOLVED BENEFIT SERVICE HEALTH INS. REIMBURSEMENT | S, INC 4.87 | | 04/01/21 |
| | ACCOUNT TOTAL | 4.87 | .00 | 4.87 |
| | 441.72-99 OPERATING SUPPLIES / POSTAGE | | | |
| 1596 | 10/21 AP 03/31/21 0395639 CMRS-POC POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 | 174.34 | | 04/05/21 |
| 1596 | 10/21 AP 03/31/21 0395639 CMRS-POC POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 | 44.86 | | 04/05/21 |
| | ACCOUNT TOTAL | 219.20 | .00 | 219.20 |
| 101-1028-4 | 441.83-06 TRANSPORTATION&EDUCATION / EDUCATION | | | |
| 1636 | 10/21 AP 03/31/21 0395674 IOWA LEAGUE-CITIES REG:SPRING CONF-ROEDING DES MOINES;4/22-4/ | 1 2 5.00 | | 04/09/21 |
| | ACCOUNT TOTAL | 125.00 | - 00 | 125.00 |
| | 441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES | | | 0:12=1 |
| 1412 | 09/21 AP 03/31/21 0005499 FARMERS STATE BANK INCOMING WIRE FEE COLLINS CDS | 12.00 | | 04/01/21 |
| 1412 | 09/21 AP 03/31/21 0005500 FARMERS STATE BANK OUTGOING WIRE FEE MIDWEST CDS | 20.00 | | 04/01/21 |
| 1412 | 09/21 AP 03/24/21 0005498 FARMERS STATE BANK | 20.00 | | 04/01/21 |

ACCOUNTING PERIOD 09/2021

PREPARED 04/15/2021, 11:28:50 ACCOUNT ACTIVITY LISTING PROGRAM GM360L

CITY OF CEDAR FALLS

KALLITALINI ILLIANI ILLIANI ILLIANI KALLINI KA GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION BALANCE POST DT ----FUND 101 GENERAL FUND 101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES continued VOYA OUTGOING WIRE 03/26/21 PAYROLL 1412 09/21 AP 03/10/21 0005498 FARMERS STATE BANK 20.00 04/01/21 VOYA OUTGOING WIRE 03/12/21 PAYROLL ACCOUNT TOTAL 72.00 .00 72.00 101-1028-441.89-81 MISCELLANEOUS SERVICES / CAFETERIA PLAN 09/21 AP 03/08/21 0005511 ISOLVED BENEFIT SERVICES, INC 1,431,75 04/01/21 1412 CAFE.ADMIN.FEE-JAN-FEB'21 ACCOUNT TOTAL 1,431.75 .00 1,431.75 101-1048-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 09/21 AP 03/24/21 0005484 ADVANTAGE ADMIN-SECT.105 110.03 04/01/21 HEALTH INS. REIMBURSEMENT 1412 09/21 AP 03/24/21 0005514 ISOLVED BENEFIT SERVICES, INC 63.98 04/01/21 HEALTH INS. REIMBURSEMENT ACCOUNT TOTAL 174.01 .00 174.01 101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 1596 10/21 AP 03/31/21 0395639 CMRS-POC 14.82 04/05/21 POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 ACCOUNT TOTAL 14.82 .00 14.82 101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 1476 10/21 AP 03/15/21 0395667 STOREY KENWORTHY 92.63 04/01/21 BINDERS, 3-HOLE PUNCHED PAPER, REMOVABLE TAPE 10/21 AP 02/25/21 0395651 DEMCO, INC 1476 68.84 04/01/21 MAGNET SHELF LABEL HOLDER ACCOUNT TOTAL 161.47 . 00 161.47 101-1060-423.72-19 OPERATING SUPPLIES / PRINTING 10/21 AP 03/19/21 0395663 PARKADE PRINTER, INC. 83.91 1545 04/01/21 DAILY DEPOSIT ENVELOPES 1545 10/21 AP 03/18/21 0395663 PARKADE PRINTER, INC. 65.76 04/01/21 PROCESSING SLIP PADS ACCOUNT TOTAL 149.67 0.0 149.67

101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNT ACTIVITY LISTING

PAGE 3
ACCOUNTING PERIOD 09/2021

| GROUP NBR N | PO ACCTGTRANSACTION BR PER. CD DATE NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|-----------------|---|-------------------------------|-----------|-------------|-------------------------------|
| FUND 101 | GENERAL FUND | | | | |
| | 0-423.72-99 OPERATING SUPPLIES / | | continued | | 04/05/03 |
| 1596 | 10/21 AP 03/31/21 0395639 POC#8031880-REPL.POSTAGE | CMRS-POC 01/26/21-03/31/21 | 14.28 | | 04/05/21 |
| 1545 | 10/21 AP 02/24/21 0395664 POSTAGE | QUADIENT FINANCE USA, INC. | 300.00 | | 04/01/21 |
| | ACCOUNT TOTAL | | 314.28 | 100 | 314.28 |
| 101-106 1545 | 0-423.81-91 PROFESSIONAL SERVICE: 10/21 AP 03/12/21 0395657 COPIER CONTRACT | | 831.53 | | 04/01/21 |
| | ACCOUNT TOTAL | | 831.53 | a 0 0 | 831.53 |
| 101-106 1476 | 0-423.85-01 UTILITIES / UTILITIE: 10/21 AP 03/05/21 0395646 LIBRARY UTILITIES | | 9,457.67 | | 04/01/21 |
| | ACCOUNT TOTAL | | 9,457.67 | - 00 | 9,457.67 |
| 101-106 | 0-423.86-01 REPAIR & MAINTENANCE | / DEDATE & MAINTENANCE | | | |
| 1545 | 10/21 AP 03/22/21 0395650 LIBRARY MAT SERVICE | CITY LAUNDERING CO. | 28.00 | | 04/01/21 |
| 1476 | 10/21 AP 03/08/21 0395650 | CITY LAUNDERING CO. | 28.00 | | 04/01/21 |
| 1476 | LIBRARY MAT SERVICE 10/21 AP 03/07/21 0395665 DOCUMENT DESTRUCTION | SHRED-IT USA | 48.15 | | 04/01/21 |
| 1476 | 10/21 AP 03/04/21 0395649 FIRST AID SUPPLIES | CINTAS FIRST AID & SAFETY | 35.72 | | 04/01/21 |
| 1412 | 09/21 AP 03/02/21 0005521 FEBRUARY CREDIT CARD FEES | PROFESSIONAL SOLUTIONS | 12.87 | | 04/01/21 |
| | ACCOUNT TOTAL | | 152.74 | ₽ 00 | 152174 |
| 101-106 | 0-423.89-20 MISCELLANEOUS SERVIC | ES / ADULT BOOKS | | | |
| 1545 | 10/21 AP 03/24/21 0395643 | BAKER & TAYLOR BOOKS | 156.22 | | 04/01/21 |
| 1545 | ADULT BOOKS (MEM GEARY) 10/21 AP 03/19/21 0395643 | BAKER & TAYLOR BOOKS | 9.60 | | 04/01/21 |
| 1476 | ADULT BOOKS (MEM GEARY) 10/21 AP 03/15/21 0395643 ADULT BOOKS (MEM GEARY) | BAKER & TAYLOR BOOKS | 55.45 | | 04/01/21 |
| | ACCOUNT TOTAL | | 221.27 | .00 | 221.27 |
| | | | | | |

101-1060-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNT ACTIVITY LISTING

PAGE 4
ACCOUNTING PERIOD 09/2021

| GROUP PO NBR NBR | ACCTGTRANSACTION PER. CD DATE NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---------------------|---|--|--------------------|---------|-------------------------------|
| FUND 101 GE | NERAL FUND | | | | |
| 101-1060-42 | 23.89-22 MISCELLANEOUS SERVICE 10/21 AP 03/08/21 0395643 YOUTH BOOKS (MEM MILLER) | | continued 11.18 | | 04/01/21 |
| | ACCOUNT TOTAL | | 11,18 | 0.0 | 11.18 |
| 101-1060-42 | 23.89-33 MISCELLANEOUS SERVICE | S / FRIENDS SUPPORTED PROGRAM | | | |
| 1476 | 10/21 AP 03/10/21 0395654 | FRIENDS OF THE GRIMES PUBLIC | 225.00 | | 04/01/21 |
| 1476 | FOTL:YOUTH-TIXKEEPER 10/21 AP 02/22/21 0395651 FOTL:YOUTH-BOOKPLATES | | 56.03 | | 04/01/21 |
| | ACCOUNT TOTAL | | 281.03 | .00 | 281.03 |
| 101-1060-4 | 23.89-34 MISCELLANEOUS SERVICE | S / ENDOWMENT SUPPORTED PROG. | | | |
| 1476 | 10/21 AP 03/13/21 0395656 | GILL, JIM | 2,500.00 | | 04/01/21 |
| 1476 | BERG 2 RMB SLP '21-MUSIC 10/21 AP 03/09/21 0395667 BUILDING 2 RMB FURNITURE- | CONCERT & BOOK PROJECT STOREY KENWORTHY DESK CHAIR | 333.70 | | 04/01/21 |
| 1476 | 10/21 AP 02/26/21 0395658 | HEARST CENTER FOR THE ARTS | 247.50 | | 04/01/21 |
| 1476 | RAY 2 RMB LETTER WRITING- 10/21 AP 02/26/21 0395668 BERG 2 RMB SLP '21-SHOWS | PEN PAL KIT MATERIALS STUCK, WILL & DRAWING CLASS | 650.00 | | 04/01/21 |
| 1476 | 10/21 AP 02/23/21 0395643 | BAKER & TAYLOR BOOKS | 353.00 | | 04/01/21 |
| 1476 | RAY 2 RMB BRIDGE TO 10/21 AP 02/22/21 0395643 RAY 2 RMB BRIDGE TO | READING-YOUTH BOOKS BAKER & TAYLOR BOOKS READING-YOUTH BOOKS | 353.00 | | 04/01/21 |
| | ACCOUNT TOTAL | | 4,437.20 | .00 | 4,437.20 |
| 103 1060 4 | 23.93-01 EQUIPMENT / EQUIPMENT | , | | | |
| | 10/21 AP 03/15/21 0395645 BATTERY BACKUP FOR | | 42.45 | | 04/01/21 |
| | ACCOUNT TOTAL | | 42.45 | 00 | 42.45 |
| 101 1061 4 | 23.71-11 OFFICE SUPPLIES / TEC | WINTON PROCESSING SUPP | | | |
| 1545 | 10/21 AP 03/23/21 0395655 ARCHIVAL SUPPLIES | | 65.09 | | 04/01/21 |
| 1476 | 10/21 AP 02/22/21 0395651 | DEMCO, INC | 86.40 | | 04/01/21 |
| 1476 | CLASSIFICATION LABELS 10/21 AP 02/19/21 0395651 PAPER SPINE LABELS 5/8" X | | 66.66 | | 04/01/21 |
| | ACCOUNT TOTAL | | 218.15 | .00 | 218.15 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

PREPARED 04/15/2021, 11:28:50

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS POST DT ----FUND 101 GENERAL FUND 101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT 04/01/21 10/21 AP 03/01/21 0395661 OCLC, INC. 729.27 SUBSCRIPTION CATALOG AND METADATA 10/21 AP 03/01/21 0395666 SIRSI CORPORATION 1,242.00 04/01/21 1476 CATALOG UPDATES-50% SPLIT WITH WATERLOO 1476 10/21 AP 02/12/21 0395666 SIRSI CORPORATION 24,248.59 04/01/21 CATALOG SERV-50% SPLIT WL 3/1/21-2/28/22 ACCOUNT TOTAL 26,219.86 0.0 26.219.86 101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS 10/21 AP 03/24/21 0395643 BAKER & TAYLOR BOOKS 352.49 04/01/21 1545 ADULT BOOKS 1545 10/21 AP 03/23/21 0395643 BAKER & TAYLOR BOOKS 137.18 04/01/21 ADULT BOOKS 10/21 AP 03/23/21 0395643 BAKER & TAYLOR BOOKS 122.57 04/01/21 1545 ADULT BOOKS 10/21 AP 03/19/21 0395643 112.10 04/01/21 1545 BAKER & TAYLOR BOOKS ADULT BOOKS 10/21 AP 03/17/21 0395643 BAKER & TAYLOR BOOKS 263.95 04/01/21 1476 ADULT BOOKS 1476 10/21 AP 03/15/21 0395643 BAKER & TAYLOR BOOKS 272.39 04/01/21 ADULT BOOKS 181...11 04/01/21 1476 10/21 AP 03/12/21 0395643 BAKER & TAYLOR BOOKS ADULT BOOKS BAKER & TAYLOR BOOKS 287.14 04/01/21 1476 10/21 AP 03/10/21 0395643 ADULT BOOKS 10/21 AP 03/08/21 0395643 BAKER & TAYLOR BOOKS 208.45 04/01/21 1476 ADULT BOOKS 280.76 04/01/21 1476 10/21 AP 03/04/21 0395643 BAKER & TAYLOR BOOKS ADULT BOOKS 1476 10/21 AP 03/02/21 0395643 BAKER & TAYLOR BOOKS 361.89 04/01/21 ADULT BOOKS 273.14 04/01/21 1476 10/21 AP 02/26/21 0395643 BAKER & TAYLOR BOOKS ADULT BOOKS 293.52 04/01/21 1476 10/21 AP 02/23/21 0395643 BAKER & TAYLOR BOOKS ADULT BOOKS 1476 10/21 AP 02/22/21 0395643 BAKER & TAYLOR BOOKS 247.01 04/01/21 ADULT BOOKS ACCOUNT TOTAL 3,393.70 ...00 3,393.70 101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS 1545 10/21 AP 03/24/21 0395643 BAKER & TAYLOR BOOKS 74.86 04/01/21 YOUNG ADULT BOOKS 1545 10/21 AP 03/23/21 0395643 BAKER & TAYLOR BOOKS 69.25 04/01/21 YOUNG ADULT BOOKS 10/21 AP 03/23/21 0395643 BAKER & TAYLOR BOOKS 45.01 04/01/21 1545

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS ______ POST DT ----FUND 101 GENERAL FUND 101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS continued YOUNG ADULT BOOKS 04/01/21 10/21 AP 03/19/21 0395643 BAKER & TAYLOR BOOKS 46.04 1545 YOUNG ADULT BOOKS 90.57 04/01/21 1476 10/21 AP 03/17/21 0395643 BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS 04/01/21 10/21 AP 03/15/21 0395643 BAKER & TAYLOR BOOKS 5.99 1476 YOUNG ADULT BOOKS 39.99 04/01/21 10/21 AP 03/12/21 0395643 BAKER & TAYLOR BOOKS 1476 YOUNG ADULT BOOKS 172.54 04/01/21 1476 10/21 AP 03/10/21 0395643 BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS 04/01/21 BAKER & TAYLOR BOOKS 25.01 10/21 AP 03/08/21 0395643 1476 YOUNG ADULT BOOKS 120.30 04/01/21 10/21 AP 03/04/21 0395643 BAKER & TAYLOR BOOKS 1476 YOUNG ADULT BOOKS 04/01/21 93.25 10/21 AP 03/02/21 0395643 BAKER & TAYLOR BOOKS 1476 YOUNG ADULT BOOKS BAKER & TAYLOR BOOKS 37.32 04/01/21 1476 10/21 AP 02/26/21 0395643 YOUNG ADULT BOOKS 04/01/21 BAKER & TAYLOR BOOKS 33.40 1476 10/21 AP 02/23/21 0395643 YOUNG ADULT BOOKS 04/01/21 298.28 1476 10/21 AP 02/22/21 0395643 BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS ..00 1,151.81 1,151.81 ACCOUNT TOTAL 101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS 20.38 04/01/21 10/21 AP 03/24/21 0395643 BAKER & TAYLOR BOOKS 1545 YOUTH BOOKS 40.68 04/01/21 1545 10/21 AP 03/23/21 0395643 BAKER & TAYLOR BOOKS YOUTH BOOKS BAKER & TAYLOR BOOKS 156.39 04/01/21 10/21 AP 03/23/21 0395643 1545 YOUTH BOOKS 04/01/21 85.50 1545 10/21 AP 03/19/21 0395643 BAKER & TAYLOR BOOKS YOUTH BOOKS BAKER & TAYLOR BOOKS 60.59 04/01/21 1476 10/21 AP 03/17/21 0395643 YOUTH BOOKS 04/01/21 BAKER & TAYLOR BOOKS 1,155.60 10/21 AP 03/17/21 0395643 1545 YOUTH BOOKS 04/01/21 77.51 10/21 AP 03/15/21 0395643 BAKER & TAYLOR BOOKS 1476 YOUTH BOOKS EDUCATIONAL DEVELOPMENT CORPO 14.99 04/01/21 10/21 AP 03/15/21 0395652 1545 YOUTH BOOKS 04/01/21 99.15 BAKER & TAYLOR BOOKS 1476 10/21 AP 03/12/21 0395643 YOUTH BOOKS 77.72 04/01/21 10/21 AP 03/10/21 0395643 BAKER & TAYLOR BOOKS 1476 YOUTH BOOKS 10/21 AP 03/08/21 0395643 BAKER & TAYLOR BOOKS 410.85 04/01/21 1476

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS continued YOUTH BOOKS 04/01/21 56.51 1476 10/21 AP 03/08/21 0395643 BAKER & TAYLOR BOOKS YOUTH BOOKS 10/21 AP 03/04/21 0395643 BAKER & TAYLOR BOOKS 51.84 04/01/21 1476 YOUTH BOOKS 10/21 AP 03/02/21 0395643 BAKER & TAYLOR BOOKS 168.83 04/01/21 1476 YOUTH BOOKS BAKER & TAYLOR BOOKS 9.51 04/01/21 1476 10/21 AP 02/26/21 0395643 YOUTH BOOKS BAKER & TAYLOR BOOKS 92.76 04/01/21 10/21 AP 02/23/21 0395643 1476 YOUTH BOOKS 81.87 04/01/21 10/21 AP 02/22/21 0395643 BAKER & TAYLOR BOOKS 1476 YOUTH BOOKS 10/21 AP 02/19/21 0395643 BAKER & TAYLOR BOOKS 757.17 04/01/21 1476 YOUTH BOOKS 3,417.85 ...00 3,417.85 ACCOUNT TOTAL 101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS 10/21 AP 03/24/21 0395643 BAKER & TAYLOR BOOKS 17.99 04/01/21 1545 LARGE PRINT BOOKS 17.36 04/01/21 1545 BAKER & TAYLOR BOOKS 10/21 AP 03/23/21 0395643 LARGE PRINT BOOKS BAKER & TAYLOR BOOKS 31.12 04/01/21 1545 10/21 AP 03/19/21 0395643 LARGE PRINT BOOKS 24.04 04/01/21 1545 10/21 AP 03/19/21 0395647 CENGAGE LEARNING INC LARGE PRINT BOOKS CENGAGE LEARNING INC 20.14 04/01/21 1545 10/21 AP 03/18/21 0395647 LARGE PRINT BOOKS 31.12 04/01/21 1476 10/21 AP 03/12/21 0395643 BAKER & TAYLOR BOOKS LARGE PRINT BOOKS 04/01/21 1476 10/21 AP 03/10/21 0395643 BAKER & TAYLOR BOOKS 18.00 LARGE PRINT BOOKS 60.42 04/01/21 10/21 AP 03/04/21 0395647 CENGAGE LEARNING INC 1476 LARGE PRINT BOOKS 04/01/21 1476 10/21 AP 03/03/21 0395647 CENGAGE LEARNING INC 49.38 LARGE PRINT BOOKS BAKER & TAYLOR BOOKS 18.00 04/01/21 10/21 AP 03/02/21 0395643 1476 LARGE PRINT BOOKS 19.50 04/01/21 10/21 AP 03/02/21 0395647 CENGAGE LEARNING INC 1476 LARGE PRINT BOOKS 04/01/21 1476 10/21 AP 03/01/21 0395648 CENTER POINT LARGE PRINT 46.74 LARGE PRINT BOOKS CENGAGE LEARNING INC 21.69 04/01/21 1476 10/21 AP 02/25/21 0395647 LARGE PRINT BOOKS 43.51 04/01/21 10/21 AP 02/22/21 0395643 BAKER & TAYLOR BOOKS 1476 LARGE PRINT BOOKS 419.01 - 00 419.01 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

PREPARED 04/15/2021, 11:28:50 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS BALANCE POST DT ----FUND 101 GENERAL FUND 101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO 10/21 AP 03/24/21 0395643 BAKER & TAYLOR BOOKS 14.29 04/01/21 ADULT CD BOOKS 1545 10/21 AP 03/19/21 0395643 BAKER & TAYLOR BOOKS 8.24 04/01/21 ADULT CD BOOKS 1476 10/21 AP 03/17/21 0395643 BAKER & TAYLOR BOOKS 36.84 04/01/21 ADULT CD BOOKS 1476 10/21 AP 03/10/21 0395643 BAKER & TAYLOR BOOKS 51.99 04/01/21 ADULT CD BOOKS 10/21 AP 03/09/21 0395653 FINDAWAY WORLD LLC 59.99 04/01/21 1476 ADULT PLAYAWAY 10/21 AP 03/04/21 0395643 BAKER & TAYLOR BOOKS 21.99 04/01/21 1476 ADULT CD BOOKS 10/21 AP 03/04/21 0395644 BAKER & TAYLOR ENTERTAINMENT 10.28 04/01/21 1476 ADULT CD MUSIC 10/21 AP 03/02/21 0395643 BAKER & TAYLOR BOOKS 20.34 04/01/21 1476 ADULT CD BOOKS 10/21 AP 03/01/21 0395644 BAKER & TAYLOR ENTERTAINMENT 7.34 04/01/21 1476 ADULT CD MUSIC BAKER & TAYLOR BOOKS 21.99 04/01/21 1476 10/21 AP 02/23/21 0395643 ADULT CD BOOKS 16.49 04/01/21 1476 10/21 AP 02/22/21 0395643 BAKER & TAYLOR BOOKS ADULT CD BOOKS BAKER & TAYLOR ENTERTAINMENT 46.99 04/01/21 1476 10/21 AP 02/22/21 0395644 ADULT CD MUSIC 316.77 - 00 316.77 ACCOUNT TOTAL 101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO 165.89 04/01/21 1545 10/21 AP 03/23/21 0395644 BAKER & TAYLOR ENTERTAINMENT ADULT VIDEOS 1545 10/21 AP 03/22/21 0395644 BAKER & TAYLOR ENTERTAINMENT 22.47 04/01/21 ADULT VIDEOS 72.46 04/01/21 1545 10/21 AP 03/17/21 0395644 BAKER & TAYLOR ENTERTAINMENT ADULT VIDEOS 10/21 AP 03/16/21 0395644 119.56 04/01/21 1545 BAKER & TAYLOR ENTERTAINMENT ADULT VIDEOS 10/21 AP 03/16/21 0395644 BAKER & TAYLOR ENTERTAINMENT 43.48 04/01/21 1545 ADULT VIDEOS 10.87 04/01/21 1476 10/21 AP 03/13/21 0395644 BAKER * TAYLOR ENTERTAINMENT ADULT VIDEOS 10/21 AP 03/04/21 0395644 BAKER * TAYLOR ENTERTAINMENT 9.42 04/01/21 1476 ADULT VIDEOS 1476 10/21 AP 03/02/21 0395644 BAKER TAYLOR ENTERTAINMENT 75.34 04/01/21 ADULT VIDEOS 21.71 04/01/21 1476 10/21 AP 03/01/21 0395644 BAKER 🎄 TAYLOR ENTERTAINMENT ADULT VIDEOS 10/21 AP 02/23/21 0395644 BAKER & TAYLOR ENTERTAINMENT 95.63 04/01/21 1476 ADULT VIDEOS

ACCOUNTING PERIOD 09/2021

PREPARED 04/15/2021, 11:28:50 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

YOUTH VIDEOS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ----FUND 101 GENERAL FUND 101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO continued 10/21 AP 02/23/21 0395644 BAKER & TAYLOR ENTERTAINMENT 76.08 04/01/21 ADULT VIDEOS ACCOUNT TOTAL 712.91 .00 712.91 101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES INGRAM ENTERTAINMENT INC. 260.95 04/01/21 1545 10/21 AP 03/24/21 0395659 YOUNG ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC. 126.98 04/01/21 1545 10/21 AP 03/17/21 0395659 YOUNG ADULT VIDEO GAMES 126.97 1545 10/21 AP 03/17/21 0395659 INGRAM ENTERTAINMENT INC. 04/01/21 YOUNG ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC. 66.99 04/01/21 1476 10/21 AP 03/12/21 0395659 ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC. 46.99 10/21 AP 03/10/21 0395659 04/01/21 1476 YOUNG ADULT VIDEO GAMES 66.99 10/21 AP 03/03/21 0395659 INGRAM ENTERTAINMENT INC. 04/01/21 1476 ADULT VIDEO GAMES 10/21 AP 02/25/21 0395659 66.99 04/01/21 1476 INGRAM ENTERTAINMENT INC. YOUNG ADULT VIDEO GAMES 04/01/21 56.99 1476 10/21 AP 02/22/21 0395659 INGRAM ENTERTAINMENT INC. ADULT VIDEO GAMES 819.85 - 00 819.85 ACCOUNT TOTAL 101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO 10/21 AP 03/24/21 0395643 BAKER & TAYLOR BOOKS 16.49 04/01/21 1545 YOUTH CD BOOKS 19.24 10/21 AP 02/22/21 0395643 BAKER & TAYLOR BOOKS 04/01/21 1476 YOUTH CD BOOKS 35.73 100 35.73 ACCOUNT TOTAL 101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO 10/21 AP 03/24/21 0395644 BAKER & TAYLOR ENTERTAINMENT 21.64 04/01/21 1545 YOUTH VIDEOS 1545 10/21 AP 03/19/21 0395660 MIDWEST TAPE, LLC 41.24 04/01/21 YOUTH VIDEOS 26.22 04/01/21 10/21 AP 03/12/21 0395660 MIDWEST TAPE, LLC 1545 YOUTH VIDEOS 759.95 10/21 AP 03/09/21 0395653 FINDAWAY WORLD LLC 04/01/21 1476 YOUTH LAUNCHPADS 105.70 1476 10/21 AP 03/08/21 0395660 MIDWEST TAPE, LLC 04/01/21 YOUTH VIDEOS 10/21 AP 02/27/21 0395644 BAKER & TAYLOR ENTERTAINMENT 13.59 04/01/21 1476

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO continued 04/01/21 10/21 AP 02/19/21 0395660 MIDWEST TAPE, LLC 29.98 YOUTH VIDEOS .00 998.32 ACCOUNT TOTAL 998.32 101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS 04/01/21 1545 10/21 AP 03/25/21 0395662 OVERDRIVE, INC. 630.14 ADULT E-BOOKS 1476 10/21 AP 03/09/21 0395662 OVERDRIVE, INC. 192.20 04/01/21 ADULT E-BOOKS 1476 10/21 AP 03/03/21 0395662 OVERDRIVE, INC. 190.93 04/01/21 ADULT E-BOOKS 1476 10/21 AP 02/28/21 0395662 OVERDRIVE, INC. 442.96 04/01/21 ADULT E-BOOKS 10/21 AP 02/22/21 0395662 OVERDRIVE, INC. 270.81 04/01/21 1476 ADULT E-BOOKS ACCOUNT TOTAL 1.727.04 - 00 1,727.04 101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS 10/21 AP 03/18/21 0395662 OVERDRIVE, INC. 492.86 04/01/21 1545 YOUTH E-BOOKS ACCOUNT TOTAL 492.86 - 00 492.86 101-1118-441.72-99 OPERATING SUPPLIES / POSTAGE 3.51 04/05/21 10/21 AP 03/31/21 0395639 CMRS-POC POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 ACCOUNT TOTAL 3.51 .00 3.51 101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 10/21 AP 03/31/21 0395639 CMRS-POC 1.53 04/05/21 1596 POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 ACCOUNT TOTAL 1.53 0.0 1 53 101-1199-411.32-91 COMM PROTECTION GRANTS / POL-TARGET CHILD SAFETY 10/21 AP 02/22/21 0395643 BAKER & TAYLOR BOOKS 1,445.00 04/01/21 YOUTH BOOKS FOR PUBLIC SAFETY DEPARTMENT ACCOUNT TOTAL 1,445,00 - 00 1,445.00

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ----FUND 101 GENERAL FUND 101-1199-421.31-11 HUMAN DEVELOPMENT GRANTS / CULTURAL-VNDR COMMISSIONS 04/01/21 10/21 AP 03/30/21 0395637 SIMON, PENNE 630.00 1591 ART FOR HEARST COLLECTION FRIENDS OF THE HEARST 7.15 04/01/21 10/21 AP 03/25/21 0395634 1591 CHARGED ON CITY MERCH.# FRIENDS CARDS SOLD 04/01/21 KERNS, JAMES 7.56 1591 10/21 AP 02/05/21 0395635 RMB: CERAMIC MUG SOLD 644.71 .00 644.71 ACCOUNT TOTAL 101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES 47.00 04/09/21 10/21 AP 04/08/21 0395671 BLACK HAWK CO.RECORDER 1636 HODGE-710 WEST 13TH ST. RCD:NTC.FNL.ASSESS.PROC. 04/09/21 47.00 1636 10/21 AP 04/08/21 0395671 BLACK HAWK CO.RECORDER HODGE-1303 WALNUT STREET RCD: NTC.FNL.ASSESS.PROC. 04/09/21 BLACK HAWK CO.RECORDER 12.00 1636 10/21 AP 04/08/21 0395671 RCD:RESOLUTION #22,323 0.0 106.00 106.00 ACCOUNT TOTAL 101-1199-441.81-07 PROFESSIONAL SERVICES / CF COMMUNITY FOUNDATION 04/05/21 4.24 1596 10/21 AP 03/31/21 0395639 CMRS-POC 01/26/21-03/31/21 POC#8031880-REPL.POSTAGE . 00 4.24 4.24 ACCOUNT TOTAL 101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY 04/01/21 6.33 1412 09/21 AP 03/29/21 0005502 I.P.E.R.S. INTEREST 09/21 AP 03/02/21 0005529 PROFESSIONAL SOLUTIONS 48.10 04/01/21 1412 FEBRUARY CREDIT CARD FEES 54.43 - 00 54.43 ACCOUNT TOTAL 101-2205-432.72-99 OPERATING SUPPLIES / POSTAGE 04/05/21 26.18 10/21 AP 03/31/21 0395639 CMRS-POC 1596 01/26/21-03/31/21 POC#8031880-REPL.POSTAGE = 00 26.18 26.18 ACCOUNT TOTAL 101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND 04/15/21 10/21 AP 04/13/21 0395680 CEDAR FALLS MUNICIPAL BAND 14.028.89 PROPERTY TAX PAYMENT - 00 14,028.89 14.028.89 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L

CITY OF CEDAR FALLS

______ GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-2235-412.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 09/21 AP 03/31/21 0005485 ADVANTAGE ADMIN-SECT.105 217.60 04/01/21 HEALTH INS. REIMBURSEMENT 2.80 04/01/21 1412 09/21 AP 03/03/21 0005483 ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT ... 00 220.40 220.40 ACCOUNT TOTAL 101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES 347.86 04/05/21 10/21 AP 03/31/21 0395639 CMRS-POC 1596 01/26/21-03/31/21 POC#8031880-REPL, POSTAGE 347.86 .00 347.86 ACCOUNT TOTAL 101-2235-412.72-99 OPERATING SUPPLIES / POSTAGE 108.12 04/05/21 1596 10/21 AP 03/31/21 0395639 CMRS-POC POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 108.12 0.0 108.12 ACCOUNT TOTAL 101-2235-412.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES 04/01/21 09/21 AP 03/02/21 0005522 PROFESSIONAL SOLUTIONS 478.65 1412 FEBRUARY CREDIT CARD FEES 373.02 04/01/21 09/21 AP 03/02/21 0005523 PROFESSIONAL SOLUTIONS 1412 FEBRUARY CREDIT CARD FEES ACCOUNT TOTAL 851.67 ...00 851.67 101-2245-442.72-99 OPERATING SUPPLIES / POSTAGE 04/05/21 1596 10/21 AP 03/31/21 0395639 CMRS-POC 627.80 POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 627.80 ACCOUNT TOTAL 627.80 . 00 101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 158.09 04/05/21 10/21 AP 03/31/21 0395639 CMRS-POC 1596 01/26/21-03/31/21 POC#8031880-REPL.POSTAGE 64.59 04/01/21 1412 09/21 AP 03/10/21 0005497 FARMERS STATE BANK PEET POOL DEPOSIT SLIPS 4.23 04/01/21 09/21 AP 03/10/21 0005497 FARMERS STATE BANK 1412 REF: TAX ON DEPOSIT SLIPS PEET POOL 222.68 4.23 218.45 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS POST DT ----FUND 101 GENERAL FUND 101-2253-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 4.50 04/01/21 10/21 AP 03/29/21 0395636 PETTY CASH CHICAGO RMB:TOLLS-MIDWEST MANIA 04/01/21 10/21 AP 03/29/21 0395636 PETTY CASH 6.00 1591 RMB:TOLLS-MIDWEST MANIA CHICAGO 10.50 .00 10.50 ACCOUNT TOTAL 101-2253-423.89-04 MISCELLANEOUS SERVICES / SALES TAX 04/01/21 590.94 09/21 AP 03/23/21 0005506 IOWA DEPT.OF REVENUE 1412 SEMI MONTHLY SALES TAX RECREATION IOWA DEPT.OF REVENUE 739.58 04/01/21 09/21 AP 03/10/21 0005504 1412 SEMI MONTHLY SALES TAX RECREATION 1,330.52 .00 1,330.52 ACCOUNT TOTAL 101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES 04/01/21 09/21 AP 03/05/21 0005489 17.70 COMMUNITY BANKERS MERCHANT SV 1412 FEBRUARY CREDIT CARD FEES 50.00 04/01/21 09/21 AP 03/05/21 0005534 VANTIV INTEGRATED PAYMENT SOL 1412 GATEWAY FEES 02/01-02/28/21 6.95 04/01/21 1412 09/21 AP 03/02/21 0005525 PROFESSIONAL SOLUTIONS FEBRUARY CREDIT CARD FEES 04/01/21 09/21 AP 03/02/21 0005526 PROFESSIONAL SOLUTIONS 6.95 1412 FEBRUARY CREDIT CARD FEES 334.44 04/01/21 PROFESSIONAL SOLUTIONS 1412 09/21 AP 03/02/21 0005527 FEBRUARY CREDIT CARD FEES 416.04 ...00 416.04 ACCOUNT TOTAL 101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE 04/05/21 10/21 AP 03/31/21 0395639 CMRS-POC 77.99 1596 POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 77.99 .00 77.99 ACCOUNT TOTAL 101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES 04/01/21 09/21 AP 03/05/21 0005489 COMMUNITY BANKERS MERCHANT SV 68.03 1412 FEBRUARY CREDIT CARD FEES 67.29 04/01/21 09/21 AP 03/02/21 0005519 PROFESSIONAL SOLUTIONS 1412 FEBRUARY CREDIT CARD FEES 135.32 . 00 135.32 ACCOUNT TOTAL

101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT

ACCOUNT ACTIVITY LISTING PREPARED 04/15/2021, 11:28:50

PROGRAM GM360L

ACCOUNTING PERIOD 09/2021 CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----

| NBR ! | NBR PER. CD DATE NUMBER | DESCRIPTION | DEBITS | CREDITS | BALANCE POST DT |
|----------------|---|---|-----------|-------------|--------------------|
| FUND 10 | 1 GENERAL FUND | | | | |
| | 11-414.64-02 INSURANCE / HEALTH INS | | continued | | 04/01/21 |
| 1412 | 09/21 AP 03/03/21 0005483 HEALTH INS. REIMBURSEMENT | ADVANTAGE ADMIN-SECT.105 | 143.25 | | 04/01/21 |
| 1412 | | ADVANTAGE ADMIN-SECT.105 | 10.80 | | 04/01/21 |
| | ACCOUNT TOTAL | | 154.05 | 00 | 154.05 |
| 101-45 1596 | 11-414.72-99 OPERATING SUPPLIES / F 10/21 AP 03/31/21 0395639 POC#8031880-REPL.POSTAGE | CMRS-POC | 298.54 | | 04/05/21 |
| | ACCOUNT TOTAL | | 298.54 | .00 | 298.54 |
| 101-45 | 11-414.73-10 OTHER SUPPLIES / HEADQ | QUARTER SUPPLIES | | | |
| 1636 | | YATES, KELLI | 24.00 | | 04/09/21 |
| 1636 | RMB:CHAUFFER'S LICENSE 10/21 AP 04/01/21 0395669 RMB:CHAUFFER'S PERMIT | BECKNER, MARTIN | 10.00 | | 04/09/21 |
| | ACCOUNT TOTAL | | 34.00 | ∞ 00 | 34.00 |
| 101-45 1678 | 11-414.83-05 TRANSPORTATION&EDUCAT: 10/21 AP 04/10/21 0395683 RMB:MEAL-FF2 TESTING | | 26.00 | | 04/15/21 |
| | ACCOUNT TOTAL | | 26.00 | O O | 26.00 |
| 101-45 1636 | 11-414.85-01 UTILITIES / UTILITIES 10/21 AP 03/16/21 0395672 UTILITIES THRU 03/16/21 | CEDAR FALLS UTILITIES | 442.56 | | 04/09/21 |
| | ACCOUNT TOTAL | | 442.56 | -2.00 | 442.56 |
| 101-55 1412 | 21-415.64-02 INSURANCE / HEALTH INS 09/21 AP 03/24/21 0005514 HEALTH INS. REIMBURSEMENT | S. REIMBURSEMENT ISOLVED BENEFIT SERVICES, INC | 30.00 | | 04/01/21 |
| | ACCOUNT TOTAL | | 30.00 | . 00 | 30.00 |
| | 21-415.72-01 OPERATING SUPPLIES / (| | | | 0.4.5-7- |
| 1636 | | CEDAR FALLS UTILITIES | 70.88 | | 04/09/21 |
| 1412 | UTILITIES THRU 03/16/21 09/21 AP 03/02/21 0005528 | PROFESSIONAL SOLUTIONS | 16.39 | | 04/01/21 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L

CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND continued 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES FEBRUARY CREDIT CARD FEES 87.27 .00 87.27 ACCOUNT TOTAL 101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE 242.09 04/05/21 10/21 AP 03/31/21 0395639 CMRS-POC 01/26/21-03/31/21 POC#8031880-REPL.POSTAGE 242.09 .00 242.09 ACCOUNT TOTAL 101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 109.00 04/15/21 10/21 AP 04/08/21 0395678 BECKNER, MARTIN RMB: MEALS-IN-SERVICE TRNG WATERLOO 109.00 .00 109.00 ACCOUNT TOTAL 101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS 120.95 04/09/21 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES UTILITIES THRU 03/16/21 120.95 .00 120.95 ACCOUNT TOTAL 101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 3.57 04/05/21 1596 10/21 AP 03/31/21 0395639 CMRS-POC 01/26/21-03/31/21 POC#8031880-REPL.POSTAGE .00 3.57 3.57 ACCOUNT TOTAL 101-6613-433.81-03 PROFESSIONAL SERVICES / RECORDING FEES 201.00 04/01/21 09/21 AP 03/01/21 0005508 IOWA INSURANCE DIVISION YR.FEE-GREENWOOD CEMETERY ANNUAL FILING FEE 04/01/21 09/21 AP 03/01/21 0005509 IOWA INSURANCE DIVISION 36.00 1412 ANNUAL FILING FEE YR.FEE-HILLSIDE CEMETERY 09/21 AP 03/01/21 0005510 IOWA INSURANCE DIVISION 231.00 04/01/21 1412 YR.FEE-FAIRVIEW CEMETERY ANNUAL FILING FEE 468.00 _ 0 0 468.00 ACCOUNT TOTAL 101-6613-433.85-01 UTILITIES / UTILITIES 374.66 04/09/21 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES UTILITIES THRU 03/16/21 ...00 374.66 374.66 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNT ACTIVITY LISTING

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|---------------------------------------|---|-----------------------|--------------|---------|-------------------------------|
| GROUP PO | | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
| EUND 101 C | ENERAL FUND | | | | |
| | 446.85-01 UTILITIES / UTILITIE | S | | | |
| | 10/21 AP 03/16/21 0395672 | | 798.20 | | 04/09/21 |
| | UTILITIES THRU 03/16/21 | | | | |
| | ACCOUNT TOTAL | | 798.20 | . 00 | 798.20 |
| 101-6625- | 432.72-60 OPERATING SUPPLIES / | SAFETY SUPPLIES | | | |
| 1657 | 10/21 AP 04/02/21 0395676 RMB:SAFETY BOOTS | | 152.46 | | 04/13/21 |
| | ACCOUNT TOTAL | | 152.46 | 00 | 152.46 |
| | | | | | |
| | 432.72-99 OPERATING SUPPLIES / | | | | |
| 1596 | 10/21 AP 03/31/21 0395639 POC#8031880-REPL.POSTAGE | | 612.19 | | 04/05/21 |
| | ACCOUNT TOTAL | | 612.19 | ≈ 00 | 612.19 |
| | | | | | |
| | 423.72-01 OPERATING SUPPLIES / 10/21 AP 03/31/21 0395639 | | 16.01 | | 04/05/21 |
| 1550 | POC#8031880-REPL.POSTAGE | 01/26/21-03/31/21 | | | |
| | ACCOUNT TOTAL | | 16.01 | 0.0 | 16.01 |
| 101 6622 | 423.85-01 UTILITIES / UTILITIE | C | | | |
| 1636 | 10/21 AP 03/16/21 0395672 UTILITIES THRU 03/16/21 | | 814.56 | | 04/09/21 |
| | ACCOUNT TOTAL | | 814,56 | _ 00 | 814.56 |
| | FUND TOTAL | | 83,866.81 | 4.23 | 83,862.58 |
| FUND 203 T | AX INCREMENT FINANCING | | | | |
| | 487.50-05 TRANSFERS OUT / TRAN 10/21 AP 04/13/21 0395681 | | 1,162,490.42 | | 04/15/21 |
| 1678 | PROPERTY TAX PAYMENT | DEBI SERVICE | 1,102,490.42 | | |
| 1678 | 10/21 AP 04/13/21 0395679 PROPERTY TAX PAYMENT | CAPITAL PROJECTS FUND | 181,631.18 | | 04/15/21 |
| 1678 | 10/21 AP 04/13/21 0395679 | CAPITAL PROJECTS FUND | 46,624.59 | | 04/15/21 |
| 1678 | PROPERTY TAX PAYMENT 10/21 AP 04/13/21 0395679 | CAPITAL PROJECTS FUND | 22,109.51 | | 04/15/21 |
| | PROPERTY TAX PAYMENT | | 28,438.36 | | 04/15/21 |
| 1678 | 10/21 AP 04/13/21 0395679 PROPERTY TAX PAYMENT | CAPITAL PROJECTS FUND | 26,438.36 | | 04/15/21 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 203 TAX INCREMENT FINANCING continued 203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF . 00 1,441,294.06 1,441,294.06 ACCOUNT TOTAL 1,441,294.06 ...00 1,441,294.06 FUND TOTAL FUND 206 STREET CONSTRUCTION FUND 206-6637-436.72-99 OPERATING SUPPLIES / POSTAGE 04/05/21 13.47 10/21 AP 03/31/21 0395639 CMRS-POC 01/26/21-03/31/21 POC#8031880-REPL.POSTAGE 13.47 _ 0 0 13.47 ACCOUNT TOTAL 206-6637-436.85-01 UTILITIES / UTILITIES 04/09/21 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 2,819.12 1636 UTILITIES THRU 03/16/21 .00 2,819.12 2.819.12 ACCOUNT TOTAL 206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 04/05/21 12.59 10/21 AP 03/31/21 0395639 CMRS-POC 01/26/21-03/31/21 POC#8031880-REPL.POSTAGE 12.59 . 00 12.59 ACCOUNT TOTAL 206-6647-436.85-01 UTILITIES / UTILITIES 2,353,20 04/09/21 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 1636 UTILITIES THRU 03/16/21 - 00 2,353.20 2.353.20 ACCOUNT TOTAL 0.0 5,198.38 5,198,38 FUND TOTAL FUND 215 HOSPITAL FUND FUND 216 POLICE BLOCK GRANT FUND FUND 217 SECTION 8 HOUSING FUND 217-2214-432.72-99 OPERATING SUPPLIES / POSTAGE 04/05/21 302.54 10/21 AP 03/31/21 0037524 CMRS-POC POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 302.54 302.54 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING PREPARED 04/15/2021, 11:28:50

PROGRAM GM360L

| CITY OF CEDAR FALLS | | | |
|---|--------|------------------|---------------------------------|
| GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE - POST DT |
| FUND 217 SECTION 8 HOUSING FUND FUND TOTAL | 302.54 | _* 00 | 302.54 |
| FUND 223 COMMUNITY BLOCK GRANT 223-2224-432.72-99 OPERATING SUPPLIES / POSTAGE 1596 | 1.53 | | 04/05/21 |
| ACCOUNT TOTAL | 1.53 | . 00 | 1.53 |
| 223-2234-432.89-50 MISCELLANEOUS SERVICES / HOUSING REHAB. 1657 10/21 AP 04/12/21 0004627 BLACK HAWK CO.RECORDER RCD:SATISFACT.& DISCHARGE PETER HUIZNGA/PENNY POPP | 7.00 | | 04/13/21 |
| ACCOUNT TOTAL | 7.00 | ÷ 0 0 | 7.00 |
| FUND TOTAL | 8.53 | 0.0 | 8.53 |
| FUND 224 TRUST & AGENCY FUND 242 STREET REPAIR FUND FUND 254 CABLE TV FUND | | | |
| 254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 1412 09/21 AP 03/31/21 0005485 ADVANTAGE ADMIN-SECT.105 | 55.00 | · · | 04/01/21 |
| HEALTH INS. REIMBURSEMENT 1412 09/21 AP 03/03/21 0005483 ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT | .30 | | 04/01/21 |
| ACCOUNT TOTAL | 55.30 | , 00 | 55.30 |
| 254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 1596 10/21 AP 03/31/21 0395639 CMRS-POC | 24.68 | | 04/05/21 |
| POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 1412 09/21 AP 03/02/21 0005529 PROFESSIONAL SOLUTIONS FEBRUARY CREDIT CARD FEES | 1.36 | | 04/01/21 |
| ACCOUNT TOTAL | 26.04 | u 00 | 26.04 |
| FUND TOTAL | 81.34 | _≕ 0 0 | 81.34 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L CITY OF CEDAR FALLS

| 1412 | GROUP P NBR NB | O ACCTGTRANSACTION R PER. CD DATE NUMBER DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|--|-------------------|---|--------|---------|-------------------------------|
| 1412 | | | | | |
| 1412 | | 09/21 AP 03/02/21 0005529 PROFESSIONAL SOLUTIONS | 4.53 | | 04/01/21 |
| 1412 09/21 AP 03/02/21 0005517 PROFESSIONAL SOLUTIONS 6.95 04/01/2 PREBRUARY CREDIT CARD FEES O9/21 AP 03/02/21 0005518 PROFESSIONAL SOLUTIONS 6.95 04/01/2 PREBRUARY CREDIT CARD FEES O9/21 AP 03/31/21 0005518 PROFESSIONAL SOLUTIONS 6.95 04/01/2 PREBRUARY CREDIT CARD FEES OF CMRS. PROFESSIONAL SOLUTIONS 6.95 04/01/2 PROFESSIONAL SOLUTIONS 6.95 04/05/2 04/05 | 1412 | 09/21 AP 03/02/21 0005530 PROFESSIONAL SOLUTIONS | 143.46 | | 04/01/21 |
| 1412 09/21 AP 03/02/21 0005518 PROFESSIONAL SOLUTIONS 6.95 04/01/2 FEBRUARY CREDIT CARD FEBS ACCOUNT TOTAL 161.89 .00 161.89 258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE 1596 10/21 AP 03/31/21 0395639 CMRS-POC 1.02 .00 04/05/2 .00 1.00 1.00 1.00 1.00 1.00 1.00 1.00 | 1412 | 09/21 AP 03/02/21 0005517 PROFESSIONAL SOLUTIONS | 6.95 | | 04/01/21 |
| 258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE 1596 | 1412 | 09/21 AP 03/02/21 0005518 PROFESSIONAL SOLUTIONS | 6.95 | | 04/01/21 |
| 10/21 AP 03/31/21 0395639 CMRS-POC 1.02 04/05/2 POC#8031880-REPL.FOSTAGE 01/26/21-03/31/21 1.02 .00 1.00 1.00 1.00 1.00 1.00 1.0 | | ACCOUNT TOTAL | 161.89 | 7,00 | 161.89 |
| FUND 261 TOTAL FUND TOTAL 162.91 .00 162.55 FUND 261 TOURISM & VISITORS 261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE 1596 10/21 AP 03/31/21 0395639 CMRS-POC POCH8031880-REPL POSTAGE 01/26/21-03/31/21 ACCOUNT TOTAL 246.16 .00 246.16 .00 246.16 .00 246.16 .00 246.16 .00 246.16 .00 246.16 .00 246.16 .00 11.65 .00 11.65 .00 11.65 .00 11.65 .00 11.65 .00 11.65 .00 11.65 .00 11.65 .00 261-2291-423.85-01 UTILITIES / UTILITIES 1636 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 1636 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 1636 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 261-2291-423.85-01 WILLITIES / UTILITIES 1636 261-2291-423.85-04 MISCELLANEOUS SERVICES / SALES TAX 1412 09/21 AP 03/10/21 0005504 IOWA DEPT. OF REVENUE SEMI MONTHLY SALES TAX VISITOR & TOURISM 4.31 04/01/2 | | 10/21 AP 03/31/21 0395639 CMRS-POC | 1.02 | | 04/05/21 |
| FUND 261 TOURISM & VISITORS 261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE 1596 10/21 AP 03/31/21 0395639 CMRS-POC POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 ACCOUNT TOTAL 246.16 .00 246.1 261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP 1412 09/21 AP 03/02/21 0005520 PROFESSIONAL SOLUTIONS 11.65 04/01/2 FEBRUARY CREDIT CARD FEES ACCOUNT TOTAL 11.65 .00 11.6 261-2291-423.85-01 UTILITIES / UTILITIES 1636 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 1636 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 1636 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 1636 200/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 1636 200/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 1636 200/21 AP 03/10/21 0005504 IOWA DEPT.OF REVENUE 261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX 1412 09/21 AP 03/10/21 0005504 IOWA DEPT.OF REVENUE SEMI MONTHLY SALES TAX VISITOR & TOURISM | | ACCOUNT TOTAL | 1.02 | .00 | 1.02 |
| 261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE 1596 | | FUND TOTAL | 162.91 | . 00 | 162.91 |
| ACCOUNT TOTAL 246.16 .00 246.16 261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP 1412 09/21 AP 03/02/21 0005520 PROFESSIONAL SOLUTIONS 11.65 04/01/2 FEBRUARY CREDIT CARD FEES ACCOUNT TOTAL 11.65 00 11.65 261-2291-423.85-01 UTILITIES / UTILITIES / UTILITIES 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 10/21 AP 03/16/21 03/16/2 | 261-2291 | -423.72-99 OPERATING SUPPLIES / POSTAGE 10/21 AP 03/31/21 0395639 CMRS-POC | 246.16 | | 04/05/21 |
| 1412 09/21 AP 03/02/21 0005520 PROFESSIONAL SOLUTIONS FEBRUARY CREDIT CARD FEES ACCOUNT TOTAL 11.65 04/01/2 261-2291-423.85-01 UTILITIES / UTILITIES 1636 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES UTILITIES THRU 03/16/21 ACCOUNT TOTAL 75.67 261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX 1412 09/21 AP 03/10/21 0005504 IOWA DEPT.OF REVENUE SEMI MONTHLY SALES TAX VISITOR & TOURISM | | ACCOUNT TOTAL | 246.16 | . 00 | 246.16 |
| 261-2291-423.85-01 UTILITIES / UTILITIES 1636 | | 09/21 AP 03/02/21 0005520 PROFESSIONAL SOLUTIONS | 11.65 | | 04/01/21 |
| 1636 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 75.67 04/09/3 UTILITIES THRU 03/16/21 ACCOUNT TOTAL 75.67 00 75.6 261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX 1412 09/21 AP 03/10/21 0005504 IOWA DEPT.OF REVENUE 4.31 04/01/3 SEMI MONTHLY SALES TAX VISITOR & TOURISM | | ACCOUNT TOTAL | 11.65 | 00 | 11.65 |
| 261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX 1412 | | 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES | 75.67 | | 04/09/21 |
| 1412 09/21 AP 03/10/21 0005504 IOWA DEPT.OF REVENUE 4.31 04/01/2 SEMI MONTHLY SALES TAX VISITOR & TOURISM | | ACCOUNT TOTAL | 75.67 | 0.0 | 75.67 |
| ACCOUNT TOTAL 4.31 00 4 | | 09/21 AP 03/10/21 0005504 IOWA DEPT.OF REVENUE | 4.31 | | 04/01/21 |
| | | ACCOUNT TOTAL | 4.31 | 00 | 4.31 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ---FUND 261 TOURISM & VISITORS 337.79 _ 0 0 337.79 FUND TOTAL FUND 262 SENIOR SERVICES & COMM CT 262-1092-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 04/01/21 10/21 AP 03/15/21 0395667 STOREY KENWORTHY 35.74 COPY PAPER (1 BOX) .00 35.74 ACCOUNT TOTAL 35.74 262-1092-423.85-01 UTILITIES / UTILITIES 04/01/21 1,801.46 1477 10/21 AP 03/05/21 0395646 CEDAR FALLS UTILITIES COMMUNITY CNTER UTILITIES 1,801.46 0.0 1,801.46 ACCOUNT TOTAL 262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 8.50 04/01/21 10/21 AP 03/22/21 0395650 CITY LAUNDERING CO. COMM. CENTER MAT SERVICE 8.50 04/01/21 10/21 AP 03/08/21 0395650 CITY LAUNDERING CO. 1477 COMM. CENTER MAT SERVICE ... 00 17.00 17.00 ACCOUNT TOTAL 262-1092-423.87-01 RENTALS / RENTALS 520.00 04/01/21 10/21 AP 03/30/21 0395633 CANDACE SHOCK REFUND-DEPOSITS 520.00 0.0 520.00 ACCOUNT TOTAL 2,374.20 . 00 2,374.20 FUND TOTAL FUND 291 POLICE FORFEITURE FUND FUND 292 POLICE RETIREMENT FUND 292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP 146.79 04/01/21 09/21 AP 03/17/21 0005491 EMC RISK SERVICES, LLC WORKER COMP-POLICE CLAIM ... 00 146.79 146.79 ACCOUNT TOTAL 146.79 . 00 146.79 FUND TOTAL

PREPARED 04/15/2021, 11:28:50

ACCOUNT ACTIVITY LISTING

PAGE 21
PROGRAM GM360L

CITY OF CEDAR FALLS

| GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE |
|---|--------|---------|--------------------|
| FUND 293 FIRE RETIREMENT FUND | | | |
| 293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP 1412 09/21 AP 03/17/21 0005491 EMC RISK SERVICES, LLC WORKER COMP-FIRE CLAIM | 930.45 | | 04/01/21 |
| ACCOUNT TOTAL | 930.45 | .00 | 930.45 |
| FUND TOTAL | 930.45 | .00 | 930.45 |
| FUND 294 LIBRARY RESERVE FUND 295 SOFTBALL PLAYER CAPITAL FUND 296 GOLF CAPITAL FUND 297 REC FACILITIES CAPITAL FUND 298 HEARST CAPITAL FUND 311 DEBT SERVICE FUND FUND 402 WASHINGTON PARK FUND FUND 404 FEMA FUND 405 FLOOD RESERVE FUND FUND 407 VISION 10WA PROJECT FUND 408 STREET IMPROVEMENT FUND FUND 430 2004 TIF BOND FUND 431 2014 BOND FUND 432 2003 BOND FUND 433 2001 TIF FUND 434 2000 BOND FUND 435 1999 TIF FUND 436 2012 BOND FUND 437 2018 BOND FUND 438 2020 BOND FUND FUND 439 2008 BOND FUND FUND 430 2004 BOND FUND 431 2014 BOND FUND 432 203 BOND FUND 435 1999 TIF FUND 436 2012 BOND FUND 437 2018 BOND FUND 438 2020 BOND FUND FUND 439 2008 BOND FUND FUND 430 2008 BOND FUND FUND 431 2014 BOND FUND 443 CAPITAL PROJECTS FUND 472 PARKADE RENOVATION FUND 473 SIDEWALK ASSESSMENT FUND 473 SIDEWALK ASSESSMENT FUND 474 ECONOMIC DEVELOPMENT LAND FUND 475 SEWER BONDS FUND 546 SEWER IMPROVEMENT FUND FUND 547 SEWER BONDS FUND 547 SEWER RESERVE FUND FUND 548 1997 SEWER BOND FUND FUND 549 1992 SEWER BOND FUND FUND 549 1892 SEWER BOND FUND FUND 549 1892 SEWER BOND FUND FUND 551 REFUSE FUND | | | |
| FUND 551 REFUSE FUND 551-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE 1412 09/21 AP 03/10/21 0005504 IOWA DEPT.OF REVENUE SEMI MONTHLY SALES TAX COMMERCIAL GARBAGE A/R | 270.96 | | 04/01/21 |
| ACCOUNT TOTAL | 270.96 | · 00 | 270.96 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE FUND 551 REFUSE FUND 551-6675-436.72-99 OPERATING SUPPLIES / POSTAGE 55.79 04/05/21 10/21 AP 03/31/21 0395639 CMRS-POC POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 . 00 55.79 55.79 ACCOUNT TOTAL 551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 04/01/21 09/21 AP 03/02/21 0005524 PROFESSIONAL SOLUTIONS 338.89 FEBRUARY CREDIT CARD FEES 04/01/21 16.24 09/21 AP 03/02/21 0005529 PROFESSIONAL SOLUTIONS 1412 FEBRUARY CREDIT CARD FEES .00 355.13 355,13 ACCOUNT TOTAL 551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE 04/05/21 119.16 10/21 AP 03/31/21 0395639 CMRS-POC 01/26/21-03/31/21 POC#8031880-REPL.POSTAGE 119.16 119,16 .00 ACCOUNT TOTAL 551-6685-436.85-01 UTILITIES / UTILITIES 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 04/09/21 2.819.12 1636 UTILITIES THRU 03/16/21 ACCOUNT TOTAL 2,819.12 ...00 2.819.12 551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 04/09/21 5,859.99 1636 UTILITIES THRU 03/16/21 5,859.99 _ 00 5,859.99 ACCOUNT TOTAL 551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN 04/09/21 10/21 AP 03/31/21 0395670 BLACK HAWK CO.LANDFILL 25,019.64 1636 LANDFILL SRV:3/16-3/31/21 · 00 25.019.64 25.019.64 ACCOUNT TOTAL 551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX 04/01/21 72.84 09/21 AP 03/23/21 0005506 IOWA DEPT.OF REVENUE COMMERCIAL GARBAGE SEMI MONTHLY SALES TAX 74.84 04/01/21 09/21 AP 03/10/21 0005504 IOWA DEPT.OF REVENUE 1412 SEMI MONTHLY SALES TAX COMMERCIAL GARBAGE 147.68 . 00 147.68 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L

| CITY | OF | CEDAR | FALLS |
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GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 551 REFUSE FUND ...00 34,647.47 34,647.47 FUND TOTAL FUND 552 SEWER RENTAL FUND 552-6655-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 04/01/21 113.02 09/21 AP 03/24/21 0005484 ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT .00 113.02 113.02 ACCOUNT TOTAL 552-6655-436.72-99 OPERATING SUPPLIES / POSTAGE 04/05/21 16.83 1596 10/21 AP 03/31/21 0395639 CMRS-POC 01/26/21-03/31/21 POC#8031880-REPL.POSTAGE 16.83 .00 16.83 ACCOUNT TOTAL 552-6655-436.85-01 UTILITIES / UTILITIES 04/09/21 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 6,423.01 UTILITIES THRU 03/16/21 6,423.01 . 00 6,423.01 ACCOUNT TOTAL 552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE 04/05/21 18.25 10/21 AP 03/31/21 0395639 CMRS-POC 1596 01/26/21-03/31/21 POC#8031880-REPL.POSTAGE .00 18.25 18.25 ACCOUNT TOTAL 552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL 04/09/21 273.78 10/21 AP 03/31/21 0395670 BLACK HAWK CO.LANDFILL 1636 LANDFILL SRV:3/16-3/31/21 .00 273.78 273.78 ACCOUNT TOTAL 552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING 04/09/21 5.860.00 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES 1636 UTILITIES THRU 03/16/21 0.0 5,860.00 5.860.00 ACCOUNT TOTAL 552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX 04/01/21 09/21 AP 03/23/21 0005506 IOWA DEPT.OF REVENUE 1,572.37 COMMERCIAL SEWER SEMI MONTHLY SALES TAX 04/01/21 7,483.72 1412 09/21 AP 03/10/21 0005504 IOWA DEPT.OF REVENUE

PREPARED 04/15/2021, 11:28:50 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

ACCOUNTING PERIOD 09/2021

CURRENT
DEBITS CREDITS BALANCE
POST DT ----

PAGE 24

| GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|--|-----------|---------|-------------------------|
| FUND 552 SEWER RENTAL FUND 552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX SEMI MONTHLY SALES TAX COMMERCIAL SEWER | continued | | |
| ACCOUNT TOTAL | 9,056.09 | 00 | 9,056.09 |
| FUND TOTAL | 21,760.98 | .00 | 21,760.98 |
| FUND 553 2004 SEWER BOND FUND 555 STORM WATER UTILITY 555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES | | | |
| 1596 10/21 AP 03/31/21 0395639 CMRS-POC POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 | .51 | | 04/05/21 |
| ACCOUNT TOTAL | .51 | .00 | .51 |
| 555-6630-432.85-01 HOME & COMMUNITY ENVIRON / COMMUNITY DEVELOPMENT 1649 09/21 AP 03/01/21 0395629 CEDAR FALLS UTILITIES UTILITIES THRU 03/01/21 | 33.59 | | 04/12/21 |
| 1649 09/21 AP 02/01/21 0395511 CEDAR FALLS UTILITIES UTILITIES THRU 02/01/21 | 21.27 | | 04/12/21 |
| ACCOUNT TOTAL | 54.86 | .00 | 54.86 |
| 555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING 1636 10/21 AP 03/16/21 0395672 CEDAR FALLS UTILITIES UTILITIES THRU 03/16/21 | 5,860.00 | | 04/09/21 |
| 1649 09/21 AP 03/01/21 0395629 CEDAR FALLS UTILITIES ACCOUNT CORRECTION UTILITIES THRU 03/01/21 | | 33.59 | 04/12/21 |
| 1649 09/21 AP 02/01/21 0395511 CEDAR FALLS UTILITIES ACCOUNT CORRECTION UTILITIES THRU 02/01/21 | | 21.27 | 04/12/21 |
| ACCOUNT TOTAL | 5,860.00 | 54.86 | 5,805.14 |
| FUND TOTAL | 5,915.37 | 54.86 | 5,860.51 |
| FUND 570 SEWER ASSESSMENT FUND 606 DATA PROCESSING FUND | | | |
| 606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 1596 10/21 AP 03/31/21 0395639 CMRS-POC POC#8031880-REPL.POSTAGE 01/26/21-03/31/21 | 71.02 | | 04/05/21 |
| ACCOUNT TOTAL | 71.02 | == 00 | 71.02 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L CITY OF CEDAR FALLS

| | F CEDAR FALLS PO ACCTGTRANSACTION | | | | CURRENT |
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| NBR | | DESCRIPTION | DEBITS | CREDITS | BALANCE |
| FUND 6 | 06 DATA PROCESSING FUND | | | | |
| | 078-441.82-10 COMMUNICATION / TELE | PHONE HOLDING ACCOUNT | | | |
| 1636 | 10/21 AP 04/01/21 0395673 CITY PHONE SERVAPR'21 | CENTURYLINK | 53.85 | | 04/09/21 |
| 1636 | | CENTURYLINK | 71.67 | | 04/09/21 |
| 1591 | 10/21 AP 03/19/21 0395638 WIRELESS SRV:3/20-4/19/21 | VERIZON WIRELESS | 1,342.59 | | 04/01/21 |
| | ACCOUNT TOTAL | | 1,468.11 | _ 00 | 1,468.11 |
| | FUND TOTAL | | 1,539.13 | 200 | 1,539.13 |
| FUND 6 | 80 HEALTH INSURANCE FUND | | | | |
| 680-1 | 902-457.51-01 INSURANCE / HEALTH I | | | | 04/03/03 |
| 1412 | 09/21 AP 03/29/21 0005496 RX CLAIMS PROCESSING | EXPRESS SCRIPTS, INC. | 9,650.23 | | 04/01/21 |
| 1412 | 09/21 AP 03/26/21 0005540 HEALTH CLAIMS PROCESSING | WELLMARK IOWA | 36,593.61 | | 04/01/21 |
| 1412 | 09/21 AP 03/22/21 0005495 RX CLAIMS PROCESSING | EXPRESS SCRIPTS, INC. | 12,369.95 | | 04/01/21 |
| 1412 | 09/21 AP 03/19/21 0005539 HEALTH CLAIMS PROCESSING | WELLMARK IOWA | 71,979.11 | | 04/01/21 |
| 1412 | 09/21 AP 03/15/21 0005494 RX CLAIMS PROCESSING | EXPRESS SCRIPTS, INC. | 10,376.03 | | 04/01/21 |
| 1412 | 09/21 AP 03/12/21 0005538 HEALTH CLAIMS PROCESSING | WELLMARK IOWA | 29,405.55 | | 04/01/21 |
| 1412 | 09/21 AP 03/08/21 0005493 RX CLAIMS PROCESSING | EXPRESS SCRIPTS, INC. | 6,424.29 | | 04/01/21 |
| 1412 | 09/21 AP 03/02/21 0005537 HEALTH CLAIMS PROCESSING | WELLMARK IOWA | 84,964.05 | | 04/01/21 |
| 1412 | 09/21 AP 03/01/21 0005492 RX CLAIMS PROCESSING | EXPRESS SCRIPTS, INC. | 39,686.48 | | 04/01/21 |
| | ACCOUNT TOTAL | | 301,449.30 | - 00 | 301,449.30 |
| | | £ | | | |
| 680-1 1412 | .902-457.51-06 INSURANCE / DENTAL I 09/21 AP 03/01/21 0005490 MARCH 2021 DENTAL | | 7,176.16 | | 04/01/21 |
| | ACCOUNT TOTAL | | 7,176.16 | 0.0 | 7,176.16 |
| | FUND TOTAL | | 308,625.46 | 2.00 | 308,625.46 |

04/01/21

04/01/21

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50

09/21 AP 03/29/21 0005502 I.P.E.R.S.

09/21 AP 03/02/21 0005501 I.P.E.R.S.

IPERS MARCH 2021

PROGRAM GM360L

1412

1412

CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS POST DT ----FUND 681 HEALTH SEVERANCE 681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS 10/21 AP 04/09/21 0395677 REGENOLD, SHARON K 261.17 04/13/21 RMB: FEB. 2021 HEALTH SEV. .00 261.17 261 17 ACCOUNT TOTAL .00 261.17 261,17 FUND TOTAL FUND 682 HEALTH INSURANCE - FIRE FUND 685 VEHICLE MAINTENANCE FUND FUND 686 PAYROLL FUND 686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES 04/01/21 65,649.56 09/21 AP 03/29/21 0005533 UNITED STATES TREASURY FEDERAL WITHHOLDING TAX 03/26/21 PAYROLL 04/01/21 09/21 AP 03/15/21 0005532 UNITED STATES TREASURY 61,399.83 1412 03/12/21 PAYROLL FEDERAL WITHHOLDING TAX 63,365.53 04/01/21 09/21 AP 03/01/21 0005531 UNITED STATES TREASURY 1412 FEDERAL WITHHOLDING TAX 02/26/21 PAYROLL 190,414.92 -00 190,414-92 ACCOUNT TOTAL 686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING 04/01/21 09/21 AP 03/29/21 0005507 IOWA DEPT.OF REVENUE 27,393.18 1412 STATE WITHHOLDING TAX 03/26/21 PAYROLL IOWA DEPT.OF REVENUE 26,470.50 04/01/21 1412 09/21 AP 03/15/21 0005505 STATE WITHHOLDING TAX 03/12/21 PAYROLL 04/01/21 27,111.03 1412 09/21 AP 03/01/21 0005503 IOWA DEPT.OF REVENUE STATE WITHHOLDING TAX 02/26/21 PAYROLL ...00 80,974.71 80,974.71 ACCOUNT TOTAL 686-0000-222.03-00 PAYROLL LIABILITY / FICA 71,853,60 04/01/21 09/21 AP 03/29/21 0005533 UNITED STATES TREASURY 1412 SS & MQGE/MEDICARE TAX 03/26/21 PAYROLL 04/01/21 09/21 AP 03/15/21 0005532 UNITED STATES TREASURY 71,365.88 1412 SS & MQGE/MEDICARE TAX 03/12/21 PAYROLL 72,252.02 04/01/21 09/21 AP 03/01/21 0005531 UNITED STATES TREASURY 1412 SS & MOGE/MEDICARE TAX 02/26/21 PAYROLL 215,471,50 -00 215,471.50 ACCOUNT TOTAL 686-0000-222.04-00 PAYROLL LIABILITY / IPERS

132,065.74

138,427.90

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:28:50 PROGRAM GM360L CITY OF CEDAR FALLS

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| GROUP PO NBR NBR | DED OD DATE MIMBED | DESCRIPTION | DEBITS | CREDITS | BALANCE |
| | | | | | |
| | AYROLL FUND 222.04-00 PAYROLL LIABILITY / I IPERS FEBRUARY 2021 | PERS | continued | | |
| | ACCOUNT TOTAL | | 270,493.64 | .00 | 270,493.64 |
| 686-0000- | 222.05-00 PAYROLL LIABILITY / 0 | OTHER DEDUCTIONS PAYABLE | | | |
| 1412 | 09/21 AP 03/29/21 0005488 CHILD SUPPORT PAYMENTS | COLLECTION SERVICES CENTER 03/26/21 PAYROLL | 1,012.90 | | 04/01/21 |
| 1412 | 09/21 AP 03/26/21 0005513 CAFETERIA PLAN | ISOLVED BENEFIT SERVICES, INC 03/26/21 PAYROLL | 6,085.91 | | 04/01/21 |
| 1412 | 09/21 AP 03/24/21 0005536 EMPLOYEE 457 CONTRIBUTION | VOYA FINANCIAL 03/26/21 PAYROLL | 9,720.00 | | 04/01/21 |
| 1412 | 09/21 AP 03/15/21 0005487 CHILD SUPPORT PAYMENTS | COLLECTION SERVICES CENTER 03/12/21 PAYROLL | 1,012.90 | | 04/01/21 |
| 1412 | 09/21 AP 03/12/21 0005512 CAFETERIA PLAN | ISOLVED BENEFIT SERVICES, INC 03/12/21 PAYROLL | 6,083.25 | | 04/01/21 |
| 1412 | 09/21 AP 03/10/21 0005535 EMPLOYEE 457 CONTRIBUTION | VOYA FINANCIAL 03/12/21 PAYROLL | 9,720.00 | | 04/01/21 |
| 1412 | 09/21 AP 03/01/21 0005486 CHILD SUPPORT PAYMENTS | COLLECTION SERVICES CENTER 02/26/21 PAYROLL | 1,012.90 | | 04/01/21 |
| | ACCOUNT TOTAL | | 34,647.86 | . 00 | 34,647.86 |
| 686-0000- | 222.14-00 PAYROLL LIABILITY / | POLICE & FIRE RETIREMENT | | | / / |
| 1412 | 09/21 AP 03/30/21 0005516 MFPRSI RETIREMENT | MUNICIPAL FIRE & POLICE RETIR | 152,271.35 | | 04/01/21 |
| 1412 | 09/21 AP 03/02/21 0005515 MFPRSI RETIREMENT | MUNICIPAL FIRE & POLICE RETIR | 154,755.43 | | 04/01/21 |
| | ACCOUNT TOTAL | | 307,026.78 | 0.0 | 307,026.78 |
| | FUND TOTAL | | 1,099,029.41 | 00 | 1,099,029.41 |
| FUND 687 W | NORKERS COMPENSATION FUND | | | | |
| | 457.51-02 INSURANCE / WORKERS 09/21 AP 03/17/21 0005491 WORKER COMP CLAIM | | 5,893.90 | | 04/01/21 |
| | ACCOUNT TOTAL | | 5,893.90 | ii 0 0 | 5,893.90 |
| | FUND TOTAL | | 5,893.90 | ≅ 0 0 | 5,893.90 |

ACCOUNTING PERIOD 09/2021

PREPARED 04/15/2021, 11:28:50 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----CREDITS DEBITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 688 LTD INSURANCE FUND 688-1902-457.51-03 INSURANCE / LTD INSURANCE 10/21 AP 04/01/21 0395640 MADISON NATIONAL LIFE INS.CO. 3,723.02 04/05/21 LTD - APRIL 2021 3,723.02 ...00 3,723.02 ACCOUNT TOTAL 688-1902-457.51-04 INSURANCE / LIFE INSURANCE 10/21 AP 04/01/21 0395641 STANDARD INSURANCE COMPANY 3,280.85 04/05/21 1596 GROUP LIFE AD/D-APR'21 3,280.85 100 3,280.85 ACCOUNT TOTAL 7,003.87 0.0 7,003.87 FUND TOTAL FUND 689 LIABILITY INSURANCE FUND 689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE 980.00 04/01/21 09/21 AP 03/17/21 0005491 EMC RISK SERVICES, LLC 1412 LIABILITY ADMIN FEES 04/01/21 09/21 AP 03/17/21 0005491 EMC RISK SERVICES, LLC 6,779.52 1412 LIABILITY CLAIM 09/21 AP 03/17/21 0005491 EMC RISK SERVICES, LLC 04/01/21 8.752.26 1412 BRANDT-OCT LEGAL FEES LIABILITY CLAIM-SPECIAL ...00 ACCOUNT TOTAL 16.511.78 16,511.78 16.511.78 - 00 16,511.78 FUND TOTAL FUND 724 TRUST & AGENCY 724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND 04/15/21 1678 10/21 AP 04/13/21 0395682 GENERAL FUND 1,052,841.98 PROPERTY TAX PAYMENT ...00 ACCOUNT TOTAL 1,052,841.98 1,052,841.98 1,052,841.98 0.0 1,052,841.98 FUND TOTAL

FUND 727 GREENWOOD CEMETERY P-CARE FUND 728 FAIRVIEW CEMETERY P-CARE

Item 31.

PREPARED 04/15/2021, 11:28:50

ACCOUNT ACTIVITY LISTING

PAGE 29

ACCOUNTING PERIOD 09/2021

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION---NBR NBR PER. CD DATE NUMBER DESCRIPTION

POST DT ---
FUND 729 HILLSIDE CEMETERY P-CARE

FUND 790 FLOOD LEVY

GRAND TOTAL

4,088,734.32 59.09 4,088,675.23

Item 31.

Council Invoices for Council Meeting 04/19/21

ACCOUNT ACTIVITY LISTING

ACCOUNTING PERIOD 09/2021

PREPARED 04/15/2021 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

| ROUP PONBR NBF | DED ON DATE MIMBED | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|----------------|---|-----------------------------------|--------|---------|-------------------------------|
| UND 101 (| GENERAL FUND | | | | |
| 101-1008- | -441.71-01 OFFICE SUPPLIES / OF | FICE SUPPLIES | | | |
| 1611 | 10/21 AP 04/06/21 0000000 NOTARY STAMP-A EGGLESTON | DES MOINES STAMP MFG. CO. | 26.31 | | 04/15/21 |
| 1611 | 10/21 AP 04/06/21 0000000 NOTARY STAMP-C FISHER | DES MOINES STAMP MFG. CO | 26.31 | | 04/15/21 |
| 1611 | 10/21 AP 04/06/21 0000000 NOTARY STAMP-J GOODRICH | DES MOINES STAMP MFG. CO | 26.31 | | 04/15/21 |
| 1611 | 10/21 AP 03/31/21 0000000 #10 NON-WINDOW ENVELOPES | PARKADE PRINTER, INC. | 34.59 | | 04/15/21 |
| 1611 | 10/21 AP 03/30/21 0000000 COPY PAPER | STOREY KENWORTHY | 20.87 | | 04/15/21 |
| 1611 | 10/21 AP 03/30/21 0000000 CORR.TAPE, PENS, LTR OPENER | STOREY KENWORTHY | 2.34 | | 04/15/21 |
| 1611 | 10/21 AP 03/22/21 0000000 COPY PAPER | STOREY KENWORTHY | 12.37 | | 04/15/21 |
| 1611 | 10/21 AP 03/22/21 0000000 PENS, POST ITS, LABELS, | STOREY KENWORTHY LETTER OPENER | 6.55 | | 04/15/21 |
| 1611 | 10/21 AP 03/10/21 0000000 RETURN LEGAL PADS | STOREY KENWORTHY | | 3.54 | 04/15/21 |
| 1611 | 10/21 AP 03/01/21 0000000 COPY PAPER | STOREY KENWORTHY | 20.03 | | 04/15/21 |
| 1611 | 10/21 AP 03/01/21 0000000 PENS, TAPE, POST ITS, HILITR | STOREY KENWORTHY | 7.13 | | 04/15/21 |
| | ACCOUNT TOTAL | | 182.81 | 3.54 | 179.27 |
| 101-1026. | -441.71-01 OFFICE SUPPLIES / OF | FICE SUDDITES | | | |
| 1611 | 10/21 AP 03/31/21 0000000 #10 NON-WINDOW ENVELOPES | PARKADE PRINTER, INC. | 4.62 | | 04/15/21 |
| 1611 | 10/21 AP 03/30/21 0000000 COPY PAPER | STOREY KENWORTHY | 3.72 | | 04/15/21 |
| 1611 | 10/21 AP 03/30/21 0000000 CORR.TAPE, PENS, LTR OPENER | STOREY KENWORTHY | .59 | | 04/15/21 |
| 1611 | 10/21 AP 03/22/21 0000000 COPY PAPER | STOREY KENWORTHY | 2.22 | | 04/15/21 |
| 1611 | 10/21 AP 03/22/21 0000000 PENS, POST ITS, LABELS | STOREY KENWORTHY LETTER OPENER | 1.63 | | 04/15/21 |
| 1611 | 10/21 AP 03/10/21 0000000 RETURN LEGAL PADS | STOREY KENWORTHY | | · 88 | 04/15/21 |
| 1611 | 10/21 AP 03/01/21 0000000 COPY PAPER | STOREY KENWORTHY | 3.57 | | 04/15/21 |
| 1611 | 10/21 AP 03/01/21 0000000 PENS,TAPE,POST ITS,HILITR | STOREY KENWORTHY | 1.78 | | 04/15/21 |
| | ACCOUNT TOTAL | | 18.13 | . 88 | 17.25 |
| 101-1029 | -441.71-01 OFFICE SUPPLIES / OF | FICE SUPPLIES | | | |
| 1611 | 10/21 AP 03/31/21 0000000 | | 23.08 | | 04/15/21 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING PREPARED 04/15/2021, 11:23:27

PROGRAM GM360L CITY OF CEDAR FALLS

| CITY O | F CEDAR FALLS | | | | |
|---------------|---|--|-----------|-------------------|--------------------|
| | PO ACCTGTRANSACTIONNBR PER. CD DATE NUMBER | DECCRIPTION | DEBITS | CREDITS | CURRENT BALANCE |
| | | | | | 1001 21 |
| | Ol GENERAL FUND | DIGE GUDDI TEG | continued | | |
| 101-1 | 028-441.71-01 OFFICE SUPPLIES / OF #10 NON-WINDOW ENVELOPES | FICE SUPPLIES | continued | | |
| 1611 | 10/21 AP 03/30/21 0000000 | STOREY KENWORTHY | 50 65 | | 04/15/21 |
| | COPY PAPER | | 2.04 | | 04/15/21 |
| 1611 | 10/21 AP 03/30/21 0000000 CORR.TAPE, PENS, LTR OPENER | STOREY KENWORTHY | 2.94 | | 04/15/21 |
| 1611 | 10/21 AP 03/22/21 0000000 | STOREY KENWORTHY | 30.12 | | 04/15/21 |
| | COPY PAPER | | 0.05 | | 04/25/03 |
| 1611 | 10/21 AP 03/22/21 0000000 PENS, POST ITS, LABELS, | STOREY KENWORTHY LETTER OPENER | 8.17 | | 04/15/21 |
| 1611 | 10/21 AP 03/10/21 0000000 | STOREY KENWORTHY | | 4.41 | 04/15/21 |
| | RETURN LEGAL PADS | | | | 0.4/3.5/0.5 |
| 1611 | 10/21 AP 03/01/21 0000000 COPY PAPER | STOREY KENWORTHY | 48.61 | | 04/15/21 |
| 1611 | 10/21 AP 03/01/21 0000000 | STOREY KENWORTHY | 27.14 | | 04/15/21 |
| | PENS, TAPE, POST ITS, HILITR | | | | |
| | ACCOUNT TOTAL | | 190.71 | 4.41 | 186.30 |
| | ACCOUNT TOTAL | • | 150.71 | | 100,50 |
| | | | | | |
| 101-1 1609 | 028-441.72-99 OPERATING SUPPLIES / 10/21 AP 03/05/21 0136834 | | 12.10 | | 04/08/21 |
| 1003 | USPS PO 1814940913 | | 12.10 | | 01,00,21 |
| | | | | | 20.20 |
| | ACCOUNT TOTAL | , | 12.10 | _[2] 00 | 12.10 |
| | | | | | |
| | 028-441.81-53 PROFESSIONAL SERVICE | | 242.00 | | 04/15/01 |
| 1611 | 10/21 AP 03/28/21 0000000 CV AT WORK POSTNGS | COURIER COMMUNICATIONS-ADVERT EMPLOYMENT PACKAGES | 840.00 | | 04/15/21 |
| 1611 | 10/21 AP 03/28/21 0000000 | COURIER COMMUNICATIONS-ADVERT | 840.00 | | 04/15/21 |
| | MONSTER POSTINGS | EMPLOYMENT PACKAGES | | | 04/15/03 |
| 1611 | 10/21 AP 03/28/21 0000000 SOCIAL POSTINGS | COURIER COMMUNICATIONS-ADVERT EMPLOYMENT PACKAGES | 1,000.00 | | 04/15/21 |
| 1611 | 10/21 AP 03/28/21 0000000 | COURIER COMMUNICATIONS-ADVERT | 200.00 | | 04/15/21 |
| | JOB AD:CIVAL CAD TECH | ONLINE | | | |
| 1611 | 10/21 AP 03/28/21 0000000 JOB AD:CIVAL CAD TECH | COURIER COMMUNICATIONS-ADVERT COURIER | 22.50 | | 04/15/21 |
| 1611 | 10/21 AP 03/28/21 0000000 | COURIER COMMUNICATIONS-ADVERT | 300.00 | | 04/15/21 |
| | JOB AD: PT ADMIN ASSIST | ONLINE | | | |
| 1611 | 10/21 AP 03/28/21 0000000 JOB AD:SEASONAL LABORERS | COURIER COMMUNICATIONS-ADVERT ONLINE | 350.00 | | 04/15/21 |
| 1611 | 10/21 AP 03/28/21 0000000 | COURIER COMMUNICATIONS-ADVERT | 22.50 | | 04/15/21 |
| | JOB AD: SEASONAL LABORERS | COURIER | | | |
| 1611 | 10/21 AP 03/28/21 0000000 | COURIER COMMUNICATIONS-ADVERT | 350.00 | | 04/15/21 |
| 1611 | JOB AD:REC CTR SUMMER 10/21 AP 03/28/21 0000000 | ONLINE COURIER COMMUNICATIONS-ADVERT | 22.50 | | 04/15/21 |
| | JOB AD:REC CTR SUMMER | COURIER | | | |
| 1611 | 10/21 AP 03/28/21 0000000 | COURIER COMMUNICATIONS-ADVERT | 350.00 | | 04/15/21 |
| | JOB AD:PRINCIPAL ENGINEER | ONLINE | | | |

ACCOUNTING PERIOD 09/2021

PREPARED 04/15/2021, 11:23:27 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION BALANCE POST DT ----FUND 101 GENERAL FUND 101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES continued 04/15/21 10/21 AP 03/28/21 0000000 COURIER COMMUNICATIONS-ADVERT 22.50 JOB AD: PRINCIPAL ENGINEER COURIER 1611 10/21 AP 03/28/21 0000000 COURIER COMMUNICATIONS-ADVERT 18.42 04/15/21 JOB AD: PUBLIC SAFETY OFFI ONLINE 1611 10/21 AP 03/28/21 0000000 COURIER COMMUNICATIONS-ADVERT 54.00 04/15/21 JOB AD: PUBLIC SAFETY OFFI COURIER 1611 10/21 AP 03/23/21 0000000 COURIER COMMUNICATIONS-ADVERT 39.00 04/15/21 SEARCH BOOST ONLINE 1611 10/21 AP 03/23/21 0000000 COURIER COMMUNICATIONS-ADVERT 56.50 04/15/21 JOB AD:PT ADMIN.ASSIST. 1611 10/21 AP 03/23/21 0000000 COURIER COMMUNICATIONS-ADVERT 22.50 04/15/21 JOB AD: SEASONAL LABORERS PULSE 1611 10/21 AP 03/23/21 0000000 COURIER COMMUNICATIONS-ADVERT 22.50 04/15/21 JOB AD: REC CTR SUMMER PULSE 1611 10/21 AP 03/23/21 0000000 COURIER COMMUNICATIONS-ADVERT 22.50 04/15/21 JOB AD: PRINCIPAL ENGINEER PULSE 1611 10/21 AP 03/21/21 0000000 COURIER COMMUNICATIONS-ADVERT 56.50 04/15/21 JOB AD:PT ADMIN.ASSIST. COURTER 10/21 AP 03/16/21 0000000 COURIER COMMUNICATIONS-ADVERT 22.50 04/15/21 1611 JOB AD:CIVIL CAD TECH COURIER COMMUNICATIONS-ADVERT 56.50 04/15/21 1611 10/21 AP 03/16/21 0000000 JOB AD:PT ADMIN.ASSIST. PULSE 279-00 04/08/21 1609 10/21 AP 03/15/21 0136834 YOURMEMBER-CAREERS JOB AD: PRINCIPAL ENGINEER 1611 10/21 AP 03/14/21 0000000 COURIER COMMUNICATIONS-ADVERT 22-50 04/15/21 JOB AD:CIVIL CAD TECH COURIER 85.50 04/15/21 1611 10/21 AP 03/14/21 0000000 COURIER COMMUNICATIONS-ADVERT JOB AD:PT ADMIN ASSIST. COURIER 1611 10/21 AP 03/14/21 0000000 COURIER COMMUNICATIONS-ADVERT 22.50 04/15/21 JOB AD: SEASONAL LABORERS COURIER 1611 10/21 AP 03/14/21 0000000 COURIER COMMUNICATIONS-ADVERT 22.50 04/15/21 JOB AD:REC CTR SUMMER COURIER 04/15/21 1611 10/21 AP 03/14/21 0000000 COURIER COMMUNICATIONS-ADVERT 51.50 JOB AD: PRINCIPAL ENGINEER COURIER 1611 10/21 AP 03/02/21 0000000 COURIER COMMUNICATIONS-ADVERT 22.50 04/15/21 JOB AD: PRINCIPAL ENGINEER PULSE COURIER COMMUNICATIONS-ADVERT 04/15/21 1611 10/21 AP 03/02/21 0000000 22.50 JOB AD: SEASONAL LABORERS PULSE 1611 10/21 AP 03/02/21 0000000 COURIER COMMUNICATIONS-ADVERT 22.50 04/15/21 JOB AD: CIVIL CAD TECH PULSE 1611 10/21 AP 03/01/21 0000000 COURIER COMMUNICATIONS-ADVERT 467.00 04/15/21 30K IMPRESSIONS ONLINE ACCOUNT TOTAL 5,708.92 . 00 5,708.92 101-1028-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG 10/21 AP 03/31/21 0000000 CINTAS FIRST AID & SAFETY 4.95 04/15/21 1611 RESTOCK FIRST AID KIT

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNT ACTIVITY LISTING

PAGE 4
ACCOUNTING PERIOD 09/2021

| ROUP I | PO ACCTGTRANSACTION BR PER. CD DATE NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|----------|--|--|-----------|---------|-------------------------------|
| | GENERAL FUND 3-441.81-56 PROFESSIONAL SERVICES / | EMDLOYEE WELLNESS PROG | continued | | |
| 101 1020 | | DIFFERENCE THE | | | |
| | ACCOUNT TOTAL | | 4 95 | nn | 4 95 |
| | 3-441.83-06 TRANSPORTATION&EDUCATION | | 300.00 | | 04/08/21 |
| 1609 | 10/21 AP 03/19/21 0136834 US SHRM CERTIFICATION | BANK SHRM CERTIF.EXAM FEE | 300.00 | | 04/08/21 |
| 1609 | 10/21 AP 03/05/21 0136834 US SQ *CEDAR VALLEY SOCIETY | BANK | 275.00 | | 04/08/21 |
| | ACCOUNT TOTAL | | 575.00 | .00 | 575.00 |
| 101-1048 | 3-441.71-01 OFFICE SUPPLIES / OFFICE | SUPPLIES | | | |
| 1611 | | RKADE PRINTER, INC. | 4.62 | | 04/15/21 |
| 1611 | #10 NON-WINDOW ENVELOPES 10/21 AP 03/30/21 0000000 ST COPY PAPER | OREY KENWORTHY | 3.72 | | 04/15/21 |
| 1611 | 10/21 AP 03/30/21 0000000 ST | OREY KENWORTHY | .20 | | 04/15/21 |
| 1611 | CORR.TAPE, PENS, LTR OPENER 10/21 AP 03/22/21 0000000 ST COPY PAPER | OREY KENWORTHY | 2.22 | | 04/15/21 |
| 1611 | | OREY KENWORTHY LETTER OPENER | .54 | | 04/15/21 |
| 1611 | 10/21 AP 03/10/21 0000000 ST RETURN LEGAL PADS | OREY KENWORTHY | | 29 | 04/15/21 |
| 1611 | 10/21 AP 03/01/21 0000000 ST COPY PAPER | OREY KENWORTHY | 3.57 | | 04/15/21 |
| 1611 | | OREY KENWORTHY | 23.57 | | 04/15/21 |
| | ACCOUNT TOTAL | | 38.44 | 129 | 38.15 |
| 101-1048 | 3-441.72-11 OPERATING SUPPLIES / DUE | S. BOOKS. MAGAZINES | | | |
| 1611 | 10/21 AP 04/01/21 0000000 TH | OMSON REUTERS - WEST 3/1/21-3/31/21 | 601.07 | | 04/15/21 |
| | ACCOUNT TOTAL | | 601.07 | ⊚ 0 0 | 601.07 |
| 101-1048 | 3-441.81-29 PROFESSIONAL SERVICES / | LEGAL CONSULTANTS | | | |
| 1656 | | LERS AND COONEY, P.C. 2/22/21-3/16/21 | 8,634.08 | | 04/15/21 |
| 1611 | | TERSEN COURT REPORTERS INC 2/24/21 | 218.50 | | 04/15/21 |
| 1656 | | LERS AND COONEY, P.C. 02/24/21 | 98.00 | | 04/15/21 |
| | ACCOUNT TOTAL | | 8,950.58 | 00 | 8,950.58 |
| | | | | | |

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5 ACCOUNTING PERIOD 09/2021

| GROUP P NBR NB | O ACCTGTRANSACTION R PER. CD DATE NUMBER | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|-------------------|--|---|--------|-------------------|-------------------------------|
| | GENERAL FUND | | | | |
| 101-1048 1609 | -441.83-06 TRANSPORTATION&EDUCAT 10/21 AP 03/09/21 0136834 IOWA STATE BAR ASSOCIATIO | US BANK | 125.00 | | 04/08/21 |
| | ACCOUNT TOTAL | | 125.00 | _ 00 | 125.00 |
| 101-1060 1610 | -423.72-75 OPERATING SUPPLIES / 10/21 AP 03/11/21 0136834 VISTAPR*VISTAPRINT.COM | US BANK | 146.39 | | 04/08/21 |
| | ACCOUNT TOTAL | | 146.39 | - 00 | 146.39 |
| 101-1060 1609 | -423.72-99 OPERATING SUPPLIES / 10/21 AP 03/05/21 0136834 USPS PO 1814940913 | | 16.50 | | 04/08/21 |
| | ACCOUNT TOTAL | | 16.50 | _{0*} 0 0 | 16.50 |
| 101-1060 | -423.81-91 PROFESSIONAL SERVICES | 5 / LICENSES & SERVICE CONTRT | | | |
| 1610 | 10/21 AP 03/22/21 0136834 WWW.1AND1.COM | US BANK WEBHOSTING TRIAL | 19.26 | | 04/08/21 |
| 1610 | 10/21 AP 03/12/21 0136834 | | 70.00 | | 04/08/21 |
| 1610 | 10/21 AP 03/05/21 0136834 WORDPRESS WU26UAR1RP | | | 21.00 | 04/08/21 |
| 1610 | 10/21 AP 03/03/21 0136834 | US BANK | 84.15 | | 04/08/21 |
| 1610 | RAPID WEB SERVICES 10/21 AP 03/02/21 0136834 WORDPRESS WU26UAR1RP | WEBSITE CERTIFICATE RENWL US BANK WORDPRESS ANNUAL SUB. | 321.00 | | 04/08/21 |
| | ACCOUNT TOTAL | | 494.41 | 21.00 | 473.41 |
| | -423.89-20 MISCELLANEOUS SERVICE | | | | |
| 1610 | 10/21 AP 03/17/21 0136834 AMAZON.COM*012ZP7063 AMZN | US BANK ADULT BOOKS (MEM GEARY) | 62.87 | | 04/08/21 |
| | ACCOUNT TOTAL | | 62.87 | 00 | 62.87 |
| | -423.89-33 MISCELLANEOUS SERVICE | | | | 0.10010- |
| 1610 | 10/21 AP 03/22/21 0136834 HOBBY-LOBBY #0135 | FOTL: ADULT-PAPER & TWINE | 27.59 | | 04/08/21 |
| 1610 | 10/21 AP 03/19/21 0136834 AMAZON.COM*CL7GG9CH3 AMZN | US BANK FOTL:YOUTH-PLAY KITCHEN | 179.99 | | 04/08/21 |
| 1610 | 10/21 AP 03/12/21 0136834 AMZN MKTP US*ES90Q0RP3 | US BANK FOTL: YOUTH-MIRACLE-GRO | 51.98 | | 04/08/21 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING PREPARED 04/15/2021, 11:23:27

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ----FUND 101 GENERAL FUND 101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM continued 68.98 04/08/21 10/21 AP 03/12/21 0136834 US BANK FOTL: COLAB-CASES FOR AMZN MKTP US*6A6YB2UZ3 10/21 AP 03/11/21 0136834 US BANK 7.59 04/08/21 1610 AMZN MKTP US*F94G44J53 FOTL: YOUTH-COIN ENVELOPES 65.97 04/08/21 10/21 AP 03/11/21 0136834 US BANK 1610 FOTL: YOUTH-EGG CARTONS AMZN MKTP US*EY0ME1CJ3 04/08/21 38.43 1610 10/21 AP 03/10/21 0136834 US BANK FOTL: YOUTH-PLATES& Q-TIPS AMZN MKTP US*PF4DK9WC3 585.15 04/08/21 1610 10/21 AP 03/10/21 0136834 US BANK SP * AMERICAN BUTTON M FOTL: COLAB-BUTTON MAKERS 145.47 04/08/21 US BANK 1610 10/21 AP 03/01/21 0136834 FOTL: COLAB-PLASTIC TRAYS AMAZON.COM*XN4Z50SM3 AMZN 04/08/21 10/21 AP 02/24/21 0136834 US BANK 580.99 1610 FOTL: COLAB-BUTTON MAKERS SP * AMERICAN BUTTON M .00 1,752.14 ACCOUNT TOTAL 1,752.14 101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG. 15.00 04/08/21 10/21 AP 03/18/21 0136834 US BANK SEED SAVERS EXCHANGE INC. RAY 2RMB GARDEN BEDS 2020 15.00 .00 15.00 ACCOUNT TOTAL 101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP 32,37 04/08/21 10/21 AP 03/15/21 0136834 US BANK 1610 AMZN MKTP US*U620L8EZ3 ARCHIVAL SUPPLIES-FOLDERS 19.50 10/21 AP 03/05/21 0136834 04/08/21 1610 US BANK GOO GONE WIPES AMZN MKTP US*TK6KS30Z300 ACCOUNT TOTAL 51.87 51.87 101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS 9.99 04/08/21 1610 10/21 AP 03/22/21 0136834 US BANK AMAZON.COM*J79MX7X23 AMZN ADULT BOOKS US BANK 11.99 04/08/21 1610 10/21 AP 03/12/21 0136834 AMAZON.COM*OI1XH5N23 ADULT BOOKS 22.99 04/08/21 US BANK 10/21 AP 03/12/21 0136834 1610 PAYPAL *ICECUBEPRES ADULT BOOKS 04/08/21 42.94 1610 10/21 AP 03/11/21 0136834 US BANK AMAZON.COM*TC9HI5DE3 AMZN ADULT BOOKS 27.78 04/08/21 1610 10/21 AP 03/10/21 0136834 US BANK AMAZON.COM*6L5735LN3 ADULT BOOKS 19.95 04/08/21 1610 10/21 AP 03/08/21 0136834 US BANK ADULT BOOKS AMAZON.COM*1E24P8LV3 AMZN 13.19 04/08/21 1610 10/21 AP 03/08/21 0136834 US BANK AMAZON.COM*QW7DV0G03 AMZN ADULT BOOKS

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021 11:23:27 PROGRAM GM360L

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GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS BALANCE POST DT ----FUND 101 GENERAL FUND 101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS continued 10/21 AP 03/01/21 0136834 US BANK 30.19 04/08/21 AMAZON.COM*WS5CQ36M3 AMZN ADULT BOOKS 1610 14.19 04/08/21 10/21 AP 03/01/21 0136834 US BANK AMAZON.COM*OM92M0023 ADULT BOOKS 1610 10/21 AP 02/24/21 0136834 US BANK 14.99 04/08/21 AMAZON.COM*V94292463 AMZN ADULT BOOKS 1610 10/21 AP 02/23/21 0136834 US BANK 32.13 04/08/21 AMAZON.COM*3Y63S4QO3 ADULT BOOKS ACCOUNT TOTAL 240.33 .00 240.33 101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS 10/21 AP 03/11/21 0136834 US BANK 14.26 04/08/21 AMZN MKTP US*V04TV16E3 YOUNG ADULT BOOKS ACCOUNT TOTAL 14.26 . 00 14.26 101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS 49.91 04/08/21 10/21 AP 03/22/21 0136834 US BANK YOUTH BOOKS AMAZON.COM*J19RZ8V63 10/21 AP 03/22/21 0136834 US BANK 62.18 04/08/21 1610 AMAZON.COM*AY2LK0KP3 YOUTH BOOKS 112.09 ...00 112.09 ACCOUNT TOTAL 101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO 04/08/21 1610 10/21 AP 03/22/21 0136834 US BANK 11.87 ADULT CD MUSIC AMAZON.COM*J79MX7X23 AMZN 10/21 AP 03/01/21 0136834 US BANK 10.73 04/08/21 1610 AMZN MKTP US*KT0GM10E3 ADULT CD MUSIC 22.60 .00 22.60 ACCOUNT TOTAL 101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO 10/21 AP 03/08/21 0136834 US BANK 8.87 04/08/21 1610 AMZN MKTP US*L11EF77N3 ADULT VIDEOS 14.96 04/08/21 10/21 AP 03/02/21 0136834 US BANK 1610 ADULT VIDEOS AMAZON.COM*CN4Y696Z3 AMZN 23.83 ...00 23.83 ACCOUNT TOTAL 101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS 24.18 04/08/21 10/21 AP 03/11/21 0136834 US BANK 1610 MAGNETIC PIN CUSHIONS AMZN MKTP US*3E6WU0IW3

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS continued 10/21 AP 03/10/21 0136834 US BANK 7.99 04/08/21 AMZN MKTP US*ZE2HO00E3 PEN CASE 68.62 04/08/21 1610 10/21 AP 03/10/21 0136834 US BANK AMZN MKTP US*BS9ST7H53 KNITTING SUPPLIES, BODY .00 100.79 100.79 ACCOUNT TOTAL 101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 4.62 04/15/21 PARKADE PRINTER, INC. 10/21 AP 03/31/21 0000000 #10 NON-WINDOW ENVELOPES 3.72 04/15/21 STOREY KENWORTHY 1611 10/21 AP 03/30/21 0000000 COPY PAPER .20 04/15/21 STOREY KENWORTHY 10/21 AP 03/30/21 0000000 1611 CORR. TAPE, PENS, LTR OPENER 2.22 04/15/21 10/21 AP 03/22/21 0000000 STOREY KENWORTHY 1611 COPY PAPER 04/15/21 10/21 AP 03/22/21 0000000 STOREY KENWORTHY .54 1611 LETTER OPENER PENS, POST ITS, LABELS, . 29 04/15/21 10/21 AP 03/10/21 0000000 STOREY KENWORTHY 1611 RETURN LEGAL PADS 3.57 04/15/21 1611 10/21 AP 03/01/21 0000000 STOREY KENWORTHY COPY PAPER 04/15/21 -59 1611 10/21 AP 03/01/21 0000000 STOREY KENWORTHY PENS, TAPE, POST ITS, HILITR . 29 15.17 15.46 ACCOUNT TOTAL 101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 04/15/21 10/21 AP 03/31/21 0000000 PARKADE PRINTER, INC. 4.62 1611 #10 NON-WINDOW ENVELOPES STOREY KENWORTHY 3.72 04/15/21 1611 10/21 AP 03/30/21 0000000 COPY PAPER .20 04/15/21 1611 10/21 AP 03/30/21 0000000 STOREY KENWORTHY CORR.TAPE, PENS, LTR OPENER STOREY KENWORTHY 2.22 04/15/21 1611 10/21 AP 03/22/21 0000000 COPY PAPER 04/15/21 STOREY KENWORTHY .54 1611 10/21 AP 03/22/21 0000000 LETTER OPENER PENS, POST ITS, LABELS, 9.21 04/15/21 1611 10/21 AP 03/22/21 0000000 STOREY KENWORTHY FOUNTAIN PENS STOREY KENWORTHY 5.18 04/15/21 1611 10/21 AP 03/22/21 0000000 HIGHLIGHTERS .29 04/15/21 10/21 AP 03/10/21 0000000 STOREY KENWORTHY 1611 RETURN LEGAL PADS 04/15/21 3.57 1611 10/21 AP 03/01/21 0000000 STOREY KENWORTHY COPY PAPER . 59 04/15/21 1611 10/21 AP 03/01/21 0000000 STOREY KENWORTHY

PREPARED 04/15/2021, 11:23:27 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

ACCOUNTING PERIOD 09/2021 CURRENT GROUP PO ACCTG ----TRANSACTION----

| NBR NBR PER. CD DATE NUMBER DESCRIPTION | DEBITS | CREDITS | BALANCE POST DT |
|---|-----------|----------------|--------------------|
| FUND 101 GENERAL FUND 101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES PENS,TAPE,POST ITS,HILITR | continued | | |
| ACCOUNT TOTAL | 29.85 | 29 | 29.56 |
| 101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE 1666 10/21 AP 03/30/21 0000000 MARIN, JANICE ART DELIVERY MILAGE REIM. 600 MI @.56 BERG FUNDS | 336.00 | | 04/15/21 |
| 1609 10/21 AP 02/25/21 0136834 US BANK HOMEDEPOT.COM BAG GAME - COMMUNITY | 71.27 | | 04/08/21 |
| ACCOUNT TOTAL | 407.27 | 200 | 407.27 |
| 101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY 1610 10/21 AP 03/08/21 0136834 US BANK AMZN MKTP US*0P40836W3 CLEANING CLOTHS & WIPES | 28.47 | | 04/08/21 |
| ACCOUNT TOTAL | 28.47 | . 00 | 28.47 |
| 101-1199-431.88-01 OUTSIDE AGENCIES / MET - CF DISABLED 1611 10/21 AP 04/01/21 0000000 METROPOLITAN TRANSIT AUTHORIT PAYMENT FOR FY21-4TH QTR | 7,510.80 | | 04/15/21 |
| ACCOUNT TOTAL | 7,510.80 | - 00 | 7,510.80 |
| 101-1199-431.88-02 OUTSIDE AGENCIES / MET-RTC 1611 | 5,007.20 | | 04/15/21 |
| ACCOUNT TOTAL | 5,007.20 | ≈ 00 | 5,007.20 |
| 101-1199-431.88-11 OUTSIDE AGENCIES / MET TRANSIT AUTHORITY 1611 10/21 AP 04/01/21 0000000 METROPOLITAN TRANSIT AUTHORIT PAYMENT FOR FY21-4TH QTR | 71,141.40 | | 04/15/21 |
| ACCOUNT TOTAL | 71,141.40 | 00 | 71,141.40 |
| 101-1199-431.88-19 OUTSIDE AGENCIES / MET-ROUTE 9 1611 10/21 AP 04/01/21 0000000 METROPOLITAN TRANSIT AUTHORIT PAYMENT FOR FY21-4TH QTR | 7,414.00 | | 04/15/21 |
| ACCOUNT TOTAL | 7.414.00 | 00 | 7,414.00 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-1199-441.72-19 OPERATING SUPPLIES / PRINTING 10/21 AP 04/08/21 0000000 MUNICIPAL CODE CORPORATION 4,009.66 04/15/21 SUPP #9 CODE OF ORDINANCE COURIER LEGAL COMMUNICATIONS 504.18 04/15/21 1611 10/21 AP 03/25/21 0000000 3/15/21 CC MTG.MINS/BILLS 1611 10/21 AP 03/19/21 0000000 COURIER LEGAL COMMUNICATIONS 35.71 04/15/21 PH NTC-DA W/STONE&TERRACE ACCOUNT TOTAL 4,549.55 .00 4,549.55 101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION PARKADE PRINTER, INC. 4.62 04/15/21 10/21 AP 03/31/21 0000000 #10 NON-WINDOW ENVELOPES 2.98 04/15/21 1611 10/21 AP 03/30/21 0000000 STOREY KENWORTHY COPY PAPER 04/15/21 10/21 AP 03/30/21 0000000 STOREY KENWORTHY .20 1611 CORR.TAPE, PENS, LTR OPENER 04/15/21 1611 10/21 AP 03/22/21 0000000 STOREY KENWORTHY 1.77 COPY PAPER 04/15/21 1611 10/21 AP 03/22/21 0000000 STOREY KENWORTHY .54 PENS, POST ITS, LABELS, LETTER OPENER .29 04/15/21 STOREY KENWORTHY 1611 10/21 AP 03/10/21 0000000 RETURN LEGAL PADS 04/15/21 10/21 AP 03/01/21 0000000 STOREY KENWORTHY 2.86 1611 COPY PAPER 04/15/21 1611 10/21 AP 03/01/21 0000000 STOREY KENWORTHY .59 PENS, TAPE, POST ITS, HILITR 13.56 .29 13.27 ACCOUNT TOTAL 101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 1615 10/21 AP 03/19/21 0000000 AWARDS, GIFTS & ENGRAVING 8.25 04/15/21 NAME BADGE MAGNETS JJ LILLIBRIDGE 7.45 04/15/21 1615 10/21 AP 03/15/21 0000000 STOREY KENWORTHY LEGAL PADS 15.70 . 00 15.70 ACCOUNT TOTAL 101-2205-432.72-19 OPERATING SUPPLIES / PRINTING 11.54 04/15/21 10/21 AP 03/31/21 0000000 PARKADE PRINTER, INC. 1611 #10 NON-WINDOW ENVELOPES 7.45 04/15/21 1611 10/21 AP 03/30/21 0000000 STOREY KENWORTHY COPY PAPER 04/15/21 10/21 AP 03/22/21 0000000 STOREY KENWORTHY 4.43 COPY PAPER 7.15 04/15/21 10/21 AP 03/01/21 0000000 STOREY KENWORTHY 1611 COPY PAPER

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----CREDITS DEBITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ---FUND 101 GENERAL FUND 101-2205-432.72-19 OPERATING SUPPLIES / PRINTING continued . 00 30.57 30.57 ACCOUNT TOTAL 101-2205-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION 10/21 AP 03/02/21 0136834 US BANK 300.00 04/08/21 1609 AMERICAN PLANNING A APA CONFERENCE-S SHEETZ 300.00 .00 300.00 ACCOUNT TOTAL 101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 10/21 AP 03/31/21 0000000 PARKADE PRINTER, INC. 11.54 04/15/21 1611 #10 NON-WINDOW ENVELOPES STOREY KENWORTHY 8.48 04/15/21 1608 10/21 AP 03/29/21 0000000 TAB DIVIDER, SHEET PROTCTR STOREY KENWORTHY 33.52 04/15/21 1608 10/21 AP 03/29/21 0000000 11X17 PAPER, COPY PAPER 10.17 04/15/21 10/21 AP 03/18/21 0000000 STOREY KENWORTHY 1608 BATTERIES 7.45 04/15/21 10/21 AP 03/11/21 0000000 STOREY KENWORTHY 1615 LEGAL PADS 18.22 04/15/21 1608 10/21 AP 03/01/21 0000000 STOREY KENWORTHY NOTEBOOKS, LEGAL PADS, PENS POST-ITS STOREY KENWORTHY 16.08 04/15/21 1608 10/21 AP 03/01/21 0000000 COPY PAPER 105.46 .00 105.46 ACCOUNT TOTAL 101-2235-412.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES 435.45 04/08/21 10/21 AP 03/12/21 0136834 US BANK 1609 INT'L CODE COUNCIL INC BOOKS 239.45 04/08/21 1609 10/21 AP 03/12/21 0136834 US BANK BOOKS NFPA NATL FIRE PROTECT 1609 10/21 AP 02/25/21 0136834 US BANK 364.00 04/08/21 2021 CODES-BOOKS INT'L CODE COUNCIL INC 1,038.90 ...00 1,038.90 ACCOUNT TOTAL 101-2235-412.72-19 OPERATING SUPPLIES / PRINTING 04/15/21 1615 10/21 AP 03/26/21 0000000 PARKADE PRINTER, INC 465.81 BUILDING INSPECTION CARDS 465.81 . 00 465.81 ACCOUNT TOTAL

101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS POST DT ----FUND 101 GENERAL FUND continued 101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 04/15/21 160 00 10/21 AP 04/05/21 0000000 THOMPSON SHOES 1611 P.O. 56591 SAFETY SHOES-M STURM 10/21 AP 03/31/21 0000000 CINTAS FIRST AID & SAFETY 2.48 04/15/21 1611 RESTOCK FIRST AID KIT 04/15/21 41.25 AWARDS, GIFTS & ENGRAVING 1615 10/21 AP 03/30/21 0000000 REKWARD, STURM, WARDELL, MAI NAME BADGE MAGNETS: CRAIG, 00 203.73 203.73 ACCOUNT TOTAL 101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 04/15/21 14.34 10/21 AP 03/29/21 0000000 STOREY KENWORTHY 1608 NOTEBOOKS 04/15/21 4.36 10/21 AP 03/11/21 0000000 STOREY KENWORTHY 1615 STENO BOOK 18.70 18.70 - 00 ACCOUNT TOTAL 101-2245-442.72-19 OPERATING SUPPLIES / PRINTING 04/15/21 36.22 COURIER LEGAL COMMUNICATIONS 1656 10/21 AP 04/08/21 0000000 PZ-PH NTC-DOWNTOWN ZONING 26.66 04/15/21 1656 10/21 AP 04/07/21 0000000 COURIER LEGAL COMMUNICATIONS PROPERTY PZ-PH NTC-REZONE OSTER 04/15/21 PARKADE PRINTER, INC. 41.55 10/21 AP 03/31/21 0000000 1611 #10 NON-WINDOW ENVELOPES 14.90 04/15/21 1611 10/21 AP 03/30/21 0000000 STOREY KENWORTHY COPY PAPER 04/15/21 8.86 1611 10/21 AP 03/22/21 0000000 STOREY KENWORTHY COPY PAPER COURIER LEGAL COMMUNICATIONS 19.11 04/15/21 1611 10/21 AP 03/17/21 0000000 P&Z NTC-CH VISION PLAN 04/15/21 14.30 1611 10/21 AP 03/01/21 0000000 STOREY KENWORTHY COPY PAPER .00 161.60 161.60 ACCOUNT TOTAL 101-2245-442.83-06 TRANSPORTATION&EDUCATION / EDUCATION 04/08/21 400.00 10/21 AP 03/01/21 0136834 US BANK 1609 ASFPM FLOODPLAIN MGMT ASFPM MADISON WI 400.00 400.00 ACCOUNT TOTAL 101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 04/15/21 15.99 10/21 AP 03/16/21 0000000 STOREY KENWORTHY 1627 STAPLER 04/15/21 896.25 10/21 AP 03/15/21 0000000 STOREY KENWORTHY 1627

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND continued 101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES CHAIRS, PAPER, BINDER 34.65 04/15/21 1627 10/21 AP 03/09/21 0000000 STOREY KENWORTHY RETURNED PAPER 234.58 04/15/21 10/21 AP 03/08/21 0000000 STOREY KENWORTHY 1627 STAPLES, GLUE, PAPER, GLOVES 04/15/21 1627 10/21 AP 03/02/21 0000000 STOREY KENWORTHY 324.65 PENS, FOLDERS, PAPER 1,471.47 34.65 1,436.82 ACCOUNT TOTAL 101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP 160.30 04/15/21 10/21 AP 03/29/21 0000000 BSN SPORTS, INC. HOME PLATES 605.00 04/15/21 10/21 AP 03/29/21 0000000 PIONEER MANUFACTURING CO 1627 FIELD PAINT 765.30 ...00 765.30 ACCOUNT TOTAL 101-2253-423.72-38 OPERATING SUPPLIES / STAFF SHIRTS 04/15/21 1,199.18 10/21 AP 04/06/21 0000000 SHIRT SHACK INC., THE STAFF SHIRTS ...00 1,199.18 1,199.18 ACCOUNT TOTAL 101-2253-423.72-44 OPERATING SUPPLIES / EQUIPMENT REPAIRS 33.93 04/08/21 10/21 AP 03/11/21 0136834 US BANK 1609 AMAZON.COM*0959F7SR3 AMZN BATTERY CHARGER & 33.93 .00 33,93 ACCOUNT TOTAL 101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP 10/21 AP 03/17/21 0136834 US BANK 52.97 04/08/21 1609 O DONNELL ACE HARDWARE SOFTNER SALT, BATTERIES 04/08/21 10/21 AP 03/12/21 0136834 US BANK 39.96 1609 O DONNELL ACE HARDWARE BATTERIES-DAYLIGHT SAVING 10/21 AP 03/01/21 0136834 US BANK 40.00 04/08/21 1609 SQ *POLK'S LOCK SER KEYS-REC CENTER ACCOUNT TOTAL 132.93 .00 132.93 101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT. 17.98 04/08/21 1609 10/21 AP 03/01/21 0136834 US BANK 4" WOOD LATH MENARDS CEDAR FALLS IA 04/08/21 10/21 AP 03/01/21 0136834 US BANK 24.00 1609

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND continued 101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT. SQ *POLK'S LOCK SER KEYS-POOL 41.98 _00 41.98 ACCOUNT TOTAL 101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 118.63 04/15/21 10/21 AP 03/25/21 0000000 STOREY KENWORTHY TAPE, BATTERIES, BUNN FILTR 04/08/21 US BANK 11.88 1609 10/21 AP 03/12/21 0136834 FRAMING POINTS AMZN MKTP US*DV5NS6EY3 89.99 04/08/21 10/21 AP 03/08/21 0136834 US BANK 1609 RETURN OF WRONG CABLE AMAZON.COM AMZN.COM/BILL 130.51 89.99 40.52 ACCOUNT TOTAL 101-2280-423.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES 21.78 04/08/21 10/21 AP 03/22/21 0136834 US BANK 1609 AMAZON.COM*BW4E81493 AMZN HISTORY BOOK 21.78 .00 21.78 ACCOUNT TOTAL 101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES 27.50 04/08/21 1609 10/21 AP 03/19/21 0136834 US BANK SNACKS FOR SPRING BREAK HY-VEE CEDAR FALLS 1052 04/08/21 US BANK 8.00 10/21 AP 03/15/21 0136834 1609 WAL-MART #0753 WATER BOTTLES 111.67 04/08/21 US BANK 1609 10/21 AP 03/12/21 0136834 SNACKS, CUTTER, DOWELS, FOAM WAL-MART #0753 74.47 04/08/21 10/21 AP 03/12/21 0136834 US BANK 1609 MICHAELS STORES 1246 POSTER BOARD, STICKERS, 12.98 04/08/21 1609 10/21 AP 02/25/21 0136834 US BANK YOUTH FACE MASKS AMZN MKTP US*I807S4073 69.00 04/08/21 10/21 AP 02/24/21 0136834 US BANK 1609 ROLLING STORAGE CART FOR AMZN MKTP US*VS9XH6RV3 10/21 AP 02/24/21 0136834 37.00 04/08/21 US BANK 1609 DOLLAR TREE SHAVING CREAM, CUPS, CRAFT 57.37 04/08/21 10/21 AP 02/24/21 0136834 US BANK 1609 FOAM BALLS, BUTTONS, FACE WM SUPERCENTER #753 397.99 0.0 397.99 ACCOUNT TOTAL 101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES 04/15/21 40.00 10/21 AP 04/07/21 0000000 SIGNS & DESIGNS, INC. DECAL FOR KBH EXHIBIT 20.99 04/08/21 10/21 AP 03/17/21 0136834 US BANK RETURN OF TOOL O DONNELL ACE HARDWARE

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS POST DT ----FUND 101 GENERAL FUND 101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES continued 10/21 AP 03/12/21 0136834 US BANK 56.21 04/08/21 MOUNTING SQUARES, HANCERS O DONNELL ACE HARDWARE ACCOUNT TOTAL 96.21 20.99 75.22 101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE 10/21 AP 03/31/21 0000000 FEDERAL EXPRESS 118.40 04/15/21 1666 SHIP-SKY BERGMAN EXHIB US BANK 30.97 04/08/21 1609 10/21 AP 03/10/21 0136834 SHIPPING STEREO VIEWER THE UPS STORE 5617 US BANK 263.56 04/08/21 1609 10/21 AP 03/10/21 0136834 RETURN SHIPPING TO UPS (800) 811-1648 412.93 . 00 412.93 ACCOUNT TOTAL 101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES 9.98 04/15/21 10/21 AP 04/13/21 0000000 O'DONNELL ACE HARDWARE 1666 SCREWS 9.98 ...00 9.98 ACCOUNT TOTAL 101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 29.30 04/15/21 10/21 AP 04/06/21 0000000 CITY LAUNDERING CO. 1666 RUG SERVICE 130.00 04/15/21 10/21 AP 03/25/21 0000000 CASS, FELICIA 1666 WORKSHOP INSTRUCTION FOR EARTH DAY 159.30 .00 159.30 ACCOUNT TOTAL 101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION 10/21 AP 04/07/21 0000000 KAREN'S PRINT-RITE 425.00 04/15/21 1666 LIVES WELL LIVED POSTCARD 10/21 AP 03/26/21 0000000 KAREN'S PRINT-RITE 449.00 04/15/21 1666 KBH 2021 POSTCARD 874.00 - 00 874.00 ACCOUNT TOTAL 101-2280-423.81-60 PROFESSIONAL SERVICES / EXHIBITION FEES 10/21 AP 03/26/21 0000000 SYRACUSE UNIVERSITY 1,500.00 04/15/21 EXHIBITION HALF RENTAL FEE ABBOTT ... 00 1.500.00 1.500.00 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L CITY OF CEDAR FALLS

| CITY C | OF CED | AR FALLS | 5 | | | | | | |
|---------------|--------|-----------------|-------|---------------------|------------------------|---------------------------------|--------|------|--------------------|
| GROUP NBR | NBR | | CD | DATE | CTION NUMBER | DESCRIPTION | DEBITS | | CURRENT BALANCE |
| | | | | | | | | | |
| | | NERAL F | | | | / | | | |
| 101-2 1609 | 2280-4 | | | | 0136834 | / PROMOTIONS US BANK | | 8.26 | 04/08/21 |
| 1007 | | , | | HEAP.COM | | RETURN OF SALES TAX | | | |
| 1609 | | | | 3/16/21 HEAP.COM | 0136834 | US BANK CORRUGATED PLASTIC YARD | 126.31 | | 04/08/21 |
| 1609 | | | | | 0136834 | US BANK | 25.00 | | 04/08/21 |
| | | FACEBK | | | | FACEBOOK ADS FOR FINDERS | 12.95 | | 04/08/21 |
| 1609 | | | | 3/10/21 9-132899 | 0136834 | US BANK CANVA MONTHLY FEE FOR | 12.95 | | 04/06/21 |
| 1609 | | | - | | 0136834 | US BANK | 10.00 | | 04/08/21 |
| | | FACEBK | FPGY | V2TYN2 | | FACEBOOK AD FOR CLASSES | | | |
| | | | | ACCC | OUNT TOTAL | | 174.26 | 8.26 | 166.00 |
| | | | | | | | | | |
| 101-2 | 2280-4 | 23.89-0 | 1 MTS | CELLANEC | OUS SERVICE | S / MISCELLANEOUS | | | |
| 1609 | | 10/21 | AP 0 | 3/02/21 | 0136834 | US BANK | 31.58 | | 04/08/21 |
| 1609 | | | | RICANFRA | N 0136834 | MAT BOARD REDO | 27.99 | | 04/08/21 |
| 1603 | | | | | LGS3 | | 27133 | | 7-,, |
| | | | | | | | 59.57 | - 00 | 59.57 |
| | | | | ACCC | DUNT TOTAL | | 59.57 | 3 00 | ٠٠.٠٢ |
| | | | | | | | | | |
| 101-2 | | | | | OUS SERVICE 0136834 | S / FRIENDS SUPPORTED PROGRAM | 163.91 | | 04/08/21 |
| 1009 | | MODERN | | | 0130034 | NUHN GREETING CARDS AND | | | |
| 1609 | | | | | 0136834 | | 135.25 | | 04/08/21 |
| 1609 | | MODERN 10/21 | | | 0136834 | NUHN GREETING CARDS US BANK | 135.25 | | 04/08/21 |
| | | MODERN | POST | CARD | | NUHN GREETING CARDS | | | |
| 1609 | | | | 3/17/21 4940913 | 0136834 | US BANK FIRST CLASS STAMPS FOR | 165.00 | | 04/08/21 |
| | | USPS P | 0 101 | 4940913 | | FIRST CDASS STANTS FOR | | | |
| | | | | ACC | DUNT TOTAL | | 599.41 | -00 | 599.41 |
| | | | | | | | | | |
| | | | | | / EQUIPMENT | | | | |
| 1609 | | | | 3/12/21 S*9J6CK | 0136834 | US BANK FRAMING TOOL | 54.99 | | 04/08/21 |
| | | AMZN M | KIP O | 2 - JUGCK | OVIN2 | PRAMING TOOL | | | |
| | | | | ACC | LATOT TOTAL | | 54.99 | ,00 | 54.99 |
| | | | | | | | | | |
| 101- | 4511-4 | | | | | FICE SUPPLIES | | | |
| 1611 | | | | | 0000000 | PARKADE PRINTER, INC | 4.62 | | 04/15/21 |
| 1611 | | | | DOW ENVI | 0000000 | STOREY KENWORTHY | 7.45 | | 04/15/21 |
| | | COPY P | APER | | | | | | 04/15/01 |
| 1611 | | 10/21 | AP 0 | 3/30/21 | 0000000 | STOREY KENWORTHY | .78 | | 04/15/21 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued CORR. TAPE, PENS, LTR OPENER 04/15/21 10/21 AP 03/22/21 0000000 STOREY KENWORTHY 4.43 1611 COPY PAPER 2.18 04/15/21 10/21 AP 03/22/21 0000000 STOREY KENWORTHY 1611 LETTER OPENER PENS, POST ITS, LABELS, 1.18 04/15/21 10/21 AP 03/10/21 0000000 STOREY KENWORTHY 1611 RETURN LEGAL PADS 7.15 04/15/21 10/21 AP 03/01/21 0000000 STOREY KENWORTHY 1611 COPY PAPER 2.37 04/15/21 10/21 AP 03/01/21 0000000 STOREY KENWORTHY 1611 PENS, TAPE, POST ITS, HILITR 28.98 1.18 27.80 ACCOUNT TOTAL 101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES 215.00 04/08/21 10/21 AP 03/12/21 0136834 US BANK 1609 INT'L CODE COUNCIL INC FIRE BOOKS 215.00 .00 215.00 ACCOUNT TOTAL 101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE 04/08/21 9.90 10/21 AP 03/05/21 0136834 US BANK 1609 USPS PO 1814940913 POSTAGE STAMPS -00 9.90 ACCOUNT TOTAL 9.90 101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES 395.62 04/08/21 1609 10/21 AP 03/04/21 0136834 US BANK SIGNS/STANDS-PSS BLDG. SIGNS BY TOMORROW 395.62 0.0 395.62 ACCOUNT TOTAL 101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE 3.30 04/08/21 10/21 AP 03/19/21 0136834 US BANK CREDIT-SALES TAX ON SHOES ROCKPORT.COM 04/08/21 10/21 AP 03/15/21 0136834 US BANK 64.25 1609 ROCKPORT.COM UNIFORM ALLOWANCE-SHOES 64.25 3.30 60.95 ACCOUNT TOTAL 101-4511-414.93-01 EQUIPMENT / EQUIPMENT 469 00 04/08/21 1609 10/21 AP 03/03/21 0136834 US BANK 4-GAS METER PK SAFETY SUPPLY 119.10 04/08/21 10/21 AP 02/25/21 0136834 US BANK 1609

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ----FUND 101 GENERAL FUND continued 101-4511-414.93-01 EQUIPMENT / EQUIPMENT CONCEALED HEAD SHOTGUN 588.10 588.10 - 00 ACCOUNT TOTAL 101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 04/15/21 10/21 AP 03/31/21 0000000 PARKADE PRINTER, INC. 4.62 1611 #10 NON-WINDOW ENVELOPES 7.45 04/15/21 10/21 AP 03/30/21 0000000 STOREY KENWORTHY 1611 COPY PAPER 04/15/21 10/21 AP 03/22/21 0000000 STOREY KENWORTHY 4.43 1611 COPY PAPER 195.08 04/08/21 10/21 AP 03/11/21 0136834 1609 ZEBRA RIBBONS-PSS AMZN MKTP US*5124M25K3 7.15 04/15/21 10/21 AP 03/01/21 0000000 STOREY KENWORTHY 1611 COPY PAPER 218.73 .00 218.73 ACCOUNT TOTAL 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 10/21 AP 04/06/21 0000000 DES MOINES STAMP MFG. CO. 26.32 04/15/21 1611 NOTARY STAMP-N PULS 04/08/21 73.80 US BANK 1609 10/21 AP 03/22/21 0136834 FILMTOOLS 200 DVD CASES 395.63 04/08/21 1609 10/21 AP 03/04/21 0136834 US BANK SIGNS/STANDS-PSS BLDG SIGNS BY TOMORROW · 00 495.75 495.75 ACCOUNT TOTAL 101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT 108.94 04/08/21 10/21 AP 02/24/21 0136834 US BANK THUMB DRIVES; BATTERIES WAL-MART #0753 108.94 .00 108.94 ACCOUNT TOTAL 101-5521-415.81-58 PROFESSIONAL SERVICES / WITNESS FEES/SUBPOENAS 10/21 AP 04/06/21 0000000 SWISHER & COHRT, P.L.C. 133.54 04/15/21 1656 12/01/20-03/31/21 LGL:TRAFFIC CASES 133.54 . 00 133.54 ACCOUNT TOTAL 101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 10/21 AP 03/11/21 0136834 US BANK 37.55 04/08/21 1609 CASEYS GEN STORE 1159 FUEL-IAWP ANNUAL CONF. 193.54 04/08/21 10/21 AP 03/11/21 0136834 US BANK 1609

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ---FUND 101 GENERAL FUND 101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) continued HOTEL-IAWP ANNUAL CONF. COURTYARD SIOUX CITY 193.54 04/08/21 10/21 AP 03/11/21 0136834 US BANK HOTEL-IAWP ANNUAL CONF. COURTYARD SIOUX CITY 04/08/21 193.54 10/21 AP 03/11/21 0136834 US BANK 1609 HOTEL-IAWP ANNUAL CONF. COURTYARD SIOUX CITY 56.35 04/08/21 US BANK 1609 10/21 AP 03/09/21 0136834 MEALS-IAWP ANNUAL CONF. MS ON 4TH 04/08/21 28.69 10/21 AP 03/01/21 0136834 1609 FUEL-SCH, SHOOTING PREV. DILLONS FUEL # 9300 04/08/21 12.89 1609 10/21 AP 03/01/21 0136834 US BANK COURTYARD BY MARRIOTT MEAL-SCH. SHOOTING PREV. 230.06 04/08/21 US BANK 1609 10/21 AP 03/01/21 0136834 COURTYARD BY MARRIOTT HTL.-SCH.SHOOTING PREV. 04/08/21 4.99 US BANK 1609 10/21 AP 03/01/21 0136834 MEAL-SCH. SHOOTING PREV. KUM&GO 0095 DE SOTO 04/08/21 9.95 US BANK 1609 10/21 AP 03/01/21 0136834 MEAL-SCH. SHOOTING PREV. SCOOTER'S COFFEE #8 04/08/21 14.43 1609 10/21 AP 02/26/21 0136834 US BANK MEAL-SCH. SHOOTING PREV. LOS TAPATIOS MEXICAN GR 04/08/21 13.24 1609 10/21 AP 02/26/21 0136834 US BANK MEAL-SCH. SHOOTING PREV CHICK-FIL-A #03027 988.77 .00 988.77 ACCOUNT TOTAL 101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY 230.00 04/08/21 10/21 AP 03/12/21 0136834 US BANK 1609 ILEA UNIFORM-DEREK BROWN IOWA PRISON INDUSTRIES 230.00 04/08/21 1609 10/21 AP 03/12/21 0136834 US BANK IOWA PRISON INDUSTRIES ILEA UNIFORM-K. HANSON 04/08/21 5.30 1609 10/21 AP 02/25/21 0136834 US BANK COLLEGE TRANSCRIPT FEE COLLEGE TRANSCRIPT 5 - 30 04/08/21 1609 10/21 AP 02/25/21 0136834 US BANK COLLEGE TRANSCRIPT FEE COLLEGE TRANSCRIPT .00 470.60 470.60 ACCOUNT TOTAL 101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS 04/08/21 161,41 10/21 AP 03/09/21 0136834 US BANK BATTERY UNIVERSE FLASHLIGHT BATTERIES 111.46 04/08/21 10/21 AP 03/08/21 0136834 US BANK 1609 FLASHLIGHT BATTERIES BATTERY UNIVERSE 272.87 272.87 - 00 ACCOUNT TOTAL 101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 04/15/21 154,70 1611 10/21 AP 04/05/21 0000000 THOMPSON SHOES

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

______ GROUP PO ACCTG ----TRANSACTION----CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS POST DT ----FUND 101 GENERAL FUND 101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued SAFETY SHOES-J SIRES P.O. 56586 10/21 AP 03/31/21 0000000 BENTON'S READY MIX CONCRETE, 04/15/21 208.75 1640 13TH & CATHERINE CONCRETE FOR HILLSIDE 165.00 04/15/21 10/21 AP 03/31/21 0000000 BENTON'S READY MIX CONCRETE, 1640 LONE TREE ROAD CONCRETE FOR HILLSIDE 10/21 AP 03/31/21 0000000 CULLIGAN WATER CONDITIONING 04/15/21 20.25 1640 AT GREENWOOD CEMETERY WATER 5 GAL BOTTLE PARKS 426.00 04/15/21 10/21 AP 03/30/21 0000000 BENTON'S READY MIX CONCRETE, 1640 CONCRETE FOR HILLSIDE 13TH & CATHERINE 974.70 .00 974.70 ACCOUNT TOTAL 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 04/15/21 10/21 AP 04/05/21 0000000 JOHNSTONE SUPPLY OF WATERLOO 159.48 1640 HVAC FILTERS PROJECT#: 062503 10/21 AP 03/31/21 0000000 MARTIN BROS.DISTRIBUTING 04/15/21 295.10 1607 URINAL SCREENS SOAP, LINERS. TISSUES, TOWEL PROJECT#: 062501 10/21 AP 03/31/21 0000000 MARTIN BROS.DISTRIBUTING 04/15/21 100.32 1607 URINAL SCREENS SOAP, TISSUES, TOWELS, LINER PROJECT#: 062505 04/15/21 57.26 MARTIN BROS.DISTRIBUTING 1607 10/21 AP 03/31/21 0000000 URINAL SCREENS SOAP, LINERS, TISSUES, TOWEL PROJECT#: 062507 04/15/21 10/21 AP 03/31/21 0000000 O'DONNELL ACE HARDWARE 5.38 1607 SHIMS PROJECT#: 062503 .00 617.54 ACCOUNT TOTAL 617.54 101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT 04/15/21 47.98 10/21 AP 04/01/21 0000000 O'DONNELL ACE HARDWARE UTILITY KNIVES PROJECT#: 062506 47.98 .00 47.98 ACCOUNT TOTAL 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR 18.48 04/15/21 10/21 AP 04/06/21 0000000 O'DONNELL ACE HARDWARE 1640 NUTS AND BOLTS 04/15/21 206.80 10/21 AP 03/30/21 0000000 CONTROL INSTALLATIONS OF IOWA 1607 HANDICAP DOOR REPAIR PROJECT# ± 062501 04/15/21 127.49 10/21 AP 03/29/21 0000000 MENARDS-CEDAR FALLS 1640 STORM DOOR

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS POST DT ----FUND 101 GENERAL FUND 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR continued 062510 . 00 352.77 352.77 ACCOUNT TOTAL 101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL 24.00 04/15/21 10/21 AP 04/01/21 0000000 PLUNKETT'S PEST CONTROL, INC 1640 PEST CONTROL PROJECT#: 062508 04/15/21 47.29 10/21 AP 04/01/21 0000000 PLUNKETT'S PEST CONTROL, INC 1640 PEST CONTROL PROJECT#: 062511 04/15/21 89.50 10/21 AP 04/01/21 0000000 PLUNKETT'S PEST CONTROL, INC 1640 PEST CONTROL PROJECT#: 062507 04/15/21 10/21 AP 04/01/21 0000000 25.00 PLUNKETT'S PEST CONTROL, INC 1640 PEST CONTROL PROJECT#: 062505 04/15/21 10/21 AP 04/01/21 0000000 30.00 PLUNKETT'S PEST CONTROL, INC 1640 PEST CONTROL PROJECT#: 062510 215.79 215.79 .00 ACCOUNT TOTAL 101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS 10/21 AP 04/06/21 0000000 CITY LAUNDERING CO. 20.00 04/15/21 MAT SERVICE PROJECT#: 062501 171.95 04/15/21 BLACKHAWK SPRINKLERS, INC. 1640 10/21 AP 04/02/21 0000000 FIRE SPRINKLER INSPECTION PROJECT#: 062506 3,700.00 04/15/21 10/21 AP 04/01/21 0000000 FRESH START CLEANING SOLUTION JANITORIAL SERVICES PROJECT#: 062501 1,448.00 04/15/21 10/21 AP 04/01/21 0000000 1607 FRESH START CLEANING SOLUTION JANITORIAL SERVICES PROJECT#: 062505 04/15/21 FRESH START CLEANING SOLUTION 7,000.00 10/21 AP 04/01/21 0000000 JANITORIAL SERVICES PROJECT#: 062507 04/15/21 3,000.00 10/21 AP 04/01/21 0000000 FRESH START CLEANING SOLUTION 1607 JANITORIAL SERVICES PROJECT#: 062511 04/15/21 FRESH START CLEANING SOLUTION 624,00 10/21 AP 04/01/21 0000000 1607 JANITORIAL SERVICES PROJECT#: 062509 04/15/21 10/21 AP 04/01/21 0000000 FRESH START CLEANING SOLUTION 3,268.00 1607 JANITORIAL SERVICES

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS continued PROJECT#: 062503 10/21 AP 04/01/21 0000000 FRESH START CLEANING SOLUTION 04/15/21 770.00 JANITORIAL SERVICES PROJECT#: 062508 10/21 AP 04/01/21 0000000 FRESH START CLEANING SOLUTION 1,664.00 04/15/21 1607 JANITORIAL SERVICES 062506 PROJECT#: 21,665.95 .00 21,665.95 ACCOUNT TOTAL 101-6616-446.93-01 EQUIPMENT / EQUIPMENT 04/15/21 10/21 AP 03/29/21 0000000 MIDWEST OVERHEAD CRANE 1,101.54 1607 ALLOW FOR NEW HEATER ADJUST CRANE TRAVEL TO PROJECT#: 062506 . 00 1,101.54 1,101.54 ACCOUNT TOTAL 101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 04/15/21 10/21 AP 03/31/21 0000000 PARKADE PRINTER, INC. 41.55 1611 #10 NON-WINDOW ENVELOPES 04/15/21 1.66 STOREY KENWORTHY 1608 10/21 AP 03/29/21 0000000 SHEET PROTECTORS 04/15/21 10/21 AP 03/29/21 0000000 STOREY KENWORTHY 33.52 1608 11X17 PAPER, COPY PAPER 13.39 04/15/21 10/21 AP 03/18/21 0000000 STOREY KENWORTHY 1608 BATTERIES 04/15/21 24.00 1608 10/21 AP 03/01/21 0000000 STOREY KENWORTHY NOTEBOOKS, LEGAL PADS, PENS POST-ITS 04/15/21 10/21 AP 03/01/21 0000000 STOREY KENWORTHY 16.09 1608 COPY PAPER 130.21 .00 130.21 ACCOUNT TOTAL 101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 04/15/21 10/21 AP 03/31/21 0000000 CINTAS FIRST AID & SAFETY 2.47 1611 RESTOCK FIRST AID KIT 0.00 2.47 ACCOUNT TOTAL 2.47 101-6625-432.72-99 OPERATING SUPPLIES / POSTAGE 04/08/21 16.50 1609 10/21 AP 03/05/21 0136834 US BANK POSTAGE STAMPS USPS PO 1814940913 16.50 16.50 - 00 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L CITY OF CEDAR FALLS

| CITY OF C | EDAR FALLS | | | | |
|------------------|--|--|----------|---------|--------------------|
| GROUP PO | O ACCTGTRANSACTION | | DEBITS | CREDITS | CURRENT BALANCE |
| | | | | | |
| | GENERAL FUND | , LIGOS DIVER CAUCE | | | |
| 1608 | -432.81-44 PROFESSIONAL SERVICE: 10/21 AP 03/25/21 0000000 FINCHFORD RIVER GAUGE | MIDAMERICAN ENERGY 02/24/21-03/25/21 | 10.24 | | 04/15/21 |
| | ACCOUNT TOTAL | | 10.24 | ,00 | 10.24 |
| 101 6605 | -432.83-06 TRANSPORTATION&EDUCA | PTON / PRICATION | | | |
| 1608 | 10/21 AP 04/12/21 0000000 CONTRACT ADMN II-ERICKSON | IOWA DEPT-TRANSPORTATION | 360.00 | | 04/15/21 |
| | ACCOUNT TOTAL | | 360.00 | . 00 | 360.00 |
| | | | | | |
| 101-6625 1609 | -432.83-07 TRANSPORTATION&EDUCA 10/21 AP 03/08/21 0136834 E-VERIFILE.COM | | 99.00 | | 04/08/21 |
| | ACCOUNT TOTAL | | 99.00 | .00 | 99.00 |
| | | | | | |
| | -423.71-01 OFFICE SUPPLIES / OF | | 55.69 | | 04/08/21 |
| 1609 | 10/21 AP 03/08/21 0136834 AMZN MKTP US*ZA3VQ9F03 | TAPE FOR KEVINS DISPENSER | 55.65 | | 04/00/21 |
| | ACCOUNT TOTAL | | 55.69 | .00 | 55,69 |
| 101 6623 | -423.72-01 OPERATING SUPPLIES / | ODERATING SUDDLIES | | | |
| 1640 | 10/21 AP 04/08/21 0000000 | | 40.14 | | 04/15/21 |
| 1640 | CLOROX BLEACH 10/21 AP 04/07/21 0000000 | STOKES WELDING | 19.95 | | 04/15/21 |
| 1640 | CHAIN FILES 10/21 AP 04/07/21 0000000 STRING TRIMMERS.BLOWERS | STOKES WELDING | 1,374.70 | | 04/15/21 |
| 1640 | 10/21 AP 03/31/21 0000000 | CULLIGAN WATER CONDITIONING | 28.60 | | 04/15/21 |
| 1640 | WATER 5 GAL BOTTLE PARKS 10/21 AP 03/26/21 0000000 | AT 606 UNION SHERWIN-WILLIAMS COMPANY | 476.35 | | 04/15/21 |
| 1640 | PAINT 10/21 AP 03/26/21 0000000 | WAPSIE PINES LAWN CARE/LANDSC | 525.00 | | 04/15/21 |
| 1640 | TREE-RED SUNSET MAPLE | WAFSIE FINES DAWN CARD, DANDSC | | | |
| 1640 | 10/21 AP 03/25/21 0000000 HANDLES,WEDGE HAMMER | MENARDS-CEDAR FALLS | 80.11 | | 04/15/21 |
| 1640 | 10/21 AP 03/23/21 0000000 | TESTAMERICA LABORATORIES, INC RIDGE AND ISLAND PARK | 42.00 | | 04/15/21 |
| 1640 | WATER TESTING PHEASANT 10/21 AP 03/09/21 0000000 WINDOW CLEANER | BENTON BUILDING CENTER | 12.15 | | 04/15/21 |
| 1640 | 10/21 AP 03/04/21 0000000 | DIAMOND VOGEL PAINT - #52 | 15.95 | | 04/15/21 |
| 1640 | DRYWALL MATERIALS 10/21 AP 03/01/21 0000000 | OUTDOOR & MORE | 59.90 | | 04/15/21 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued SHOVELS 04/08/21 433.84 10/21 AP 02/25/21 0136834 US BANK 1609 FORESTRY SUPPLIERS INC PRAIRIE GRASS BURN 3,108.69 .00 3,108.69 ACCOUNT TOTAL 101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 04/15/21 105.00 10/21 AP 03/12/21 0000000 COOLEY PUMPING, LLC PORTA POTTY-EL DORADO PRK .00 105.00 105.00 ACCOUNT TOTAL 101-6633-423.93-01 EQUIPMENT / EQUIPMENT 04/15/21 3,354.64 10/21 AP 03/26/21 0000000 BLACK HAWK RENTAL 60" ROTARY SWEEPER ATTACH 3,354.64 3,354.64 ACCOUNT TOTAL 189,36 162,474.94 162,664.30 FUND TOTAL FUND 203 TAX INCREMENT FINANCING FUND 206 STREET CONSTRUCTION FUND 206-6637-436.72-16 OPERATING SUPPLIES / TOOLS 04/15/21 10/21 AP 03/24/21 0000000 CAMPBELL SUPPLY WATERLOO 69.26 PRYBAR FOR TOOL VAN - 00 69.26 ACCOUNT TOTAL 69.26 206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS 04/15/21 23.66 10/21 AP 03/10/21 0000000 SERVICEWEAR APPAREL, INC., UNIFORMS FOR MIKE SOPPE .00 23.66 23.66 ACCOUNT TOTAL 206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL 04/15/21 99.40 10/21 AP 03/31/21 0000000 MENARDS-CEDAR FALLS POSTS FOR MAILBOX REPAIR 126.69 04/15/21 10/21 AP 03/25/21 0000000 MENARDS-WATERLOO 1607 DAMAGE POST FOR FIX MAILBOX - 00 226.09 226.09 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 206 STREET CONSTRUCTION FUND 206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 10/21 AP 04/05/21 0000000 THOMPSON SHOES 160.00 04/15/21 SAFETY SHOES-C KAYSER P.O. 56593 160.00 04/15/21 10/21 AP 04/05/21 0000000 THOMPSON SHOES 1611 SAFETY SHOES-K LEWIS P.O. 56584 ..00 320.00 ACCOUNT TOTAL 320.00 206-6637-436.73-19 OTHER SUPPLIES / BARRICADES & FLASHERS 04/15/21 10/21 AP 03/30/21 0000000 AMERICAN TRAFFIC SAFETY MATER 445.50 TRAFFIC CONES REFLECTIVE TAPE FOR 04/15/21 FASTENAL COMPANY 67.54 1607 10/21 AP 03/26/21 0000000 NEW TYPE 3 BOLTS FOR BARRICADES 04/15/21 FASTENAL COMPANY 17.66 10/21 AP 03/24/21 0000000 1607 NEW TYPE 3 BOLTS FOR BARRICADES 04/15/21 IOWA PRISON INDUSTRIES 155.00 10/21 AP 03/24/21 0000000 1607 TRAFFIC BARRELL REHABS REFLECTIVE TAPE FOR - 00 685.70 685.70 ACCOUNT TOTAL 206-6637-436.73-32 OTHER SUPPLIES / STREETS 04/15/21 10/21 AP 03/05/21 0000000 BENTON BUILDING CENTER 8.44 1607 BAG CONCRETE TO REPAIR SINKHOLE IN RGT OF WAY 8.44 - 00 8.44 ACCOUNT TOTAL 206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS 10/21 AP 03/16/21 0000000 AECOM TECHNICAL SERVICES, INC 49,332.24 04/15/21 1608 3240-WEST 27TH ST. RECON. 02/13/21-03/12/21 PROJECT#: 023240 ACCOUNT TOTAL 49,332.24 .00 49,332.24 - 00 50,665.39 50,665.39 FUND TOTAL 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 04/15/21 53.17 10/21 AP 03/11/21 0000000 STOREY KENWORTHY 10X13 & 6X9 ENVELOPES ...00 53.17 53.17 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS POST DT ----FUND 217 SECTION 8 HOUSING FUND 217-2214-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 9.23 04/15/21 10/21 AP 03/31/21 0000000 PARKADE PRINTER, INC. 1611 #10 NON-WINDOW ENVELOPES 9.23 _00 9.23 ACCOUNT TOTAL 217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 560.00 04/15/21 10/21 AP 03/30/21 0000000 MRI SOFTWARE LLC 03/15/21 MOBILE INSPECTION CONSULT 560.00 .00 560.00 ACCOUNT TOTAL .00 622.40 622.40 FUND TOTAL FUND 223 COMMUNITY BLOCK GRANT 223-2224-432.72-19 OPERATING SUPPLIES / PRINTING 04/15/21 4.62 10/21 AP 03/31/21 0000000 PARKADE PRINTER, INC. 1611 #10 NON-WINDOW ENVELOPES 04/15/21 3.72 STOREY KENWORTHY 1611 10/21 AP 03/30/21 0000000 COPY PAPER 04/15/21 2.22 10/21 AP 03/22/21 0000000 1611 STOREY KENWORTHY COPY PAPER 04/15/21 STOREY KENWORTHY 3.57 10/21 AP 03/01/21 0000000 1611 COPY PAPER ... 00 14.13 14.13 ACCOUNT TOTAL 223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 04/15/21 917.62 10/21 AP 03/31/21 0000000 IOWA NORTHLAND REGIONAL CO. O 1615 MARCH EXPENSES AGENCY AWD-CDBG-CV2 CARES PROJECT#: 022353 04/15/21 IOWA NORTHLAND REGIONAL CO. O 205.25 10/21 AP 03/31/21 0000000 1615 SCHOOL EOP-CDBG-CV2 CARES MARCH EXPENSES PROJECT#: 022353 04/15/21 306.76 IOWA NORTHLAND REGIONAL CO. O 10/21 AP 03/31/21 0000000 1615 MARCH EXPENSES PLAN & RPT-CDBG-CV3 CARES PROJECT#: 022354 04/15/21 IOWA NORTHLAND REGIONAL CO. O 91.16 10/21 AP 03/31/21 0000000 1615 MARCH EXPENSES AGENCY AWD-CDBG-CV3 CARES PROJECT#: 022354 04/15/21 10/21 AP 03/31/21 0000000 76.90 IOWA NORTHLAND REGIONAL CO. O 1615 ENTITLEMENT AGENCY AWARD MARCH EXPENSES IOWA NORTHLAND REGIONAL CO. O 138,99 04/15/21 10/21 AP 03/31/21 0000000 1615 MARCH EXPENSES ENTITLEMENT SIDEWALKS 04/15/21 IOWA NORTHLAND REGIONAL CO. O 61.69 10/21 AP 03/31/21 0000000 1615 MARCH EXPENSES ENTITLEMENT PLAN & REPORT

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 223 COMMUNITY BLOCK GRANT 223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES continued 409.44 04/09/21 09/21 AP 02/26/21 0004626 IOWA NORTHLAND REGIONAL CO. O E.AGEN.AWRD-CDBG-CV CARES CORRECT PROJECT CODE PROJECT#: 022351 04/09/21 09/21 AP 02/26/21 0004626 IOWA NORTHLAND REGIONAL CO. O 409.44 1638 FEBRUARY EXPENSES E.AGEN.AWRD-CDBG-CV3CARES PROJECT#: 022354 103.69 04/09/21 09/21 AP 02/26/21 0004626 IOWA NORTHLAND REGIONAL CO. 0 1638 E.PLAN & RP-CDBG-CV CARES PROJECT CODE CORRECTION PROJECT#: 022351 04/09/21 103.69 09/21 AP 02/26/21 0004626 IOWA NORTHLAND REGIONAL CO. O 1638 FEBRUARY EXPENSES E.PLAN & RP-CDBG-CV3CARES PROJECT#: 022354 1,343.93 04/09/21 IOWA NORTHLAND REGIONAL CO. O 09/21 AP 01/29/21 0004625 1638 E.AGEN.AWRD-CDBG-CV CARES PROJECT CODE CORRECTION PROJECT#: 022351 04/09/21 09/21 AP 01/29/21 0004625 IOWA NORTHLAND REGIONAL CO. O 1,343.93 1638 JANUARY EXPENSES E.AGEN.AWRD-CDBG-CV3CARES PROJECT#: 022354 1.857.06 3,655.43 1,798.37 ACCOUNT TOTAL 223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 10/21 AP 03/31/21 0000000 IOWA NORTHLAND REGIONAL CO. O 601.22 04/15/21 MARCH EXPENSES SF REHAB-CDBG-CV1 CARES PROJECT#: 022351 ...00 601.22 601.22 ACCOUNT TOTAL 1,857.06 2,413.72 4,270.78 FUND TOTAL FUND 224 TRUST & AGENCY FUND 242 STREET REPAIR FUND 242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION 450.00 04/15/21 10/21 AP 04/01/21 0000000 QUESTCDN 1608 03/23/21-30 BIDS 3227-2021 STREET CONST. PROJECT#: 023227 450.00 0.0 450.00 ACCOUNT TOTAL . 00 450.00 450.00 FUND TOTAL

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L CITY OF CEDAR FALLS

| GROUP NBR | PO ACCTGTRANSACTION | | DEBITS | CREDITS | CURRENT BALANCE POST DT |
|---------------|--|---|----------|---------|-------------------------------|
| FIIND 2 | 254 CABLE TV FUND | | | | |
| | 1088-431.72-01 OPERATING SUPPLIES | / OPERATING SUPPLIES | | | |
| 1611 | | PARKADE PRINTER, INC. | 4.62 | | 04/15/21 |
| 1611 | 10/21 AP 03/30/21 0000000 | STOREY KENWORTHY | 3.72 | | 04/15/21 |
| 1611 | | STOREY KENWORTHY | .39 | | 04/15/21 |
| 1609 | CORR.TAPE, PENS, LTR OPENER 10/21 AP 03/22/21 0136834 | US BANK | 36.57 | | 04/08/21 |
| 1611 | AMZN MKTP US*1068M3Z33 AM 10/21 AP 03/22/21 0000000 | ADHESIVE HOOK & LOOP TAPE STOREY KENWORTHY | 2.22 | | 04/15/21 |
| 1611 | COPY PAPER 10/21 AP 03/22/21 0000000 | STOREY KENWORTHY | 1.09 | | 04/15/21 |
| | PENS, POST ITS, LABELS, | LETTER OPENER STOREY KENWORTHY | | = 59 | 04/15/21 |
| 1611 | 10/21 AP 03/10/21 0000000 RETURN LEGAL PADS | | 2 55 | 400 | |
| 1611 | 10/21 AP 03/01/21 0000000 COPY PAPER | STOREY KENWORTHY | 3.57 | | 04/15/21 |
| 1611 | 10/21 AP 03/01/21 0000000 PENS,TAPE,POST ITS,HILITR | STOREY KENWORTHY | 1.19 | | 04/15/21 |
| | ACCOUNT TOTA | L | 53.37 | 5 9 | 52.78 |
| 254-3 | 1088-431.83-05 TRANSPORTATION&EDUC | ATION / TRAVEL (FOOD/MILEAGE/LOD) | | | |
| 1609 | | US BANK MEAL:STATE BASKETBALL | 15.25 | | 04/08/21 |
| 1609 | 10/21 AP 03/12/21 0136834 | | 9.00 | | 04/08/21 |
| 1609 | | US BANK | 31.61 | | 04/08/21 |
| 1609 | HARDEES 1500523 10/21 AP 02/25/21 0136834 | | 46.00 | | 04/08/21 |
| | JIMMY JOHNS # 496 - E | MEALS:GIRLS SUBSTATE BB | | | |
| | ACCOUNT TOTA | r | 101.86 | .00 | 101.86 |
| 254-1 | 1088-431.92-01 STRUCTURE IMPROV & | BLDGS / STRUCTURE IMPROV & BLDGS | | | |
| 1609 | | | 268.20 | | 04/08/21 |
| | ACCOUNT TOTA | L | 268.20 | .00 | 268.20 |
| | | | | | |
| 254-1 1609 | | US BANK | 379.62 | | 04/08/21 |
| 1609 | B&H PHOTO 800-606-6969 10/21 AP 03/10/21 0136834 | | 742.52 | | 04/08/21 |
| | B&H PHOTO 800-606-6969 | MINI CAMERAS, ANTENA, LENS | | | |
| | ACCOUNT TOTA | L | 1,122.14 | + 0 0 | 1,122.14 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 254 CABLE TV FUND 1,545.57 .59 1,544.98 FUND TOTAL FUND 258 PARKING FUND 258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 04/15/21 10/21 AP 03/31/21 0000000 PARKADE PRINTER, INC 11.54 #10 NON-WINDOW ENVELOPES 7.45 04/15/21 STOREY KENWORTHY 1611 10/21 AP 03/30/21 0000000 COPY PAPER 04/15/21 4.43 1611 10/21 AP 03/22/21 0000000 STOREY KENWORTHY COPY PAPER 04/15/21 STOREY KENWORTHY 7.15 10/21 AP 03/01/21 0000000 1611 COPY PAPER ...00 30.57 30.57 ACCOUNT TOTAL 258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES 04/15/21 175.00 1611 10/21 AP 03/31/21 0000000 IPS GROUP, INC (7) PAYSTATIONS GATEWAY FEES-MAR'21 04/15/21 IPS GROUP, INC 2,094.50 1611 10/21 AP 03/31/21 0000000 CITATION PRKNG FEES MAR21 2,269.50 -00 2,269.50 ACCOUNT TOTAL 2,300.07 . 00 2,300.07 FUND TOTAL FUND 261 TOURISM & VISITORS 261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 8.96 04/08/21 10/21 AP 03/19/21 0136834 US BANK BROOM/PITCHER WM SUPERCENTER #753 ...00 8.96 8.96 ACCOUNT TOTAL 261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE 119.63 04/08/21 10/21 AP 03/22/21 0136834 US BANK THE UPS STORE 5189 1 BOX VISITOR GUIDES TO 04/08/21 10.53 1609 10/21 AP 03/17/21 0136834 US BANK TRAIL MAPS TO TOP OF IA USPS PO 1814940913 04/08/21 10/21 AP 03/15/21 0136834 10.53 US BANK 1609 USPS PO 1814940913 VISTOR GUIDES & TRAIL MAP .00 140.69 140.69 ACCOUNT TOTAL 261-2291-423.73-55 OTHER SUPPLIES / MEDIA 04/15/21 358.75 1648 10/21 AP 03/31/21 0000000 ZLR IGNITION

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L CITY OF CEDAR FALLS

| CITY C | OF CED | AR FALLS | | | | | | | | |
|---------|---------|------------------|----------|---------------------|-------------------|---------------------------------|-------|-----------|---------|--------------------|
| | | ACCTG | | | CTION | DRGGR I DELON | | DEBITS | CREDITS | CURRENT BALANCE |
| NBR | NBR | PER. | CD | DATE | NUMBER | DESCRIPTION | | | | POST DT |
| DINID (| 0.61 MO | IID T GM 6 | ***** | 1071.0 | | | | | | |
| | | URISM & 23.73-55 | | | IES / MEDI | A | | continued | | |
| | | | | | | IGNITION REPORT | | | | |
| 1648 | | 10/21 ART DIF | | | 0000000 | ZLR IGNITION | | 308.75 | | 04/15/21 |
| 1648 | | 10/21 FACEBOO | | | 0000000 TTER | ZLR IGNITION | | 2,339.18 | | 04/15/21 |
| | | | | ACCC | OUNT TOTAL | | | 3,006.68 | 00 | 3,006.68 |
| 261-2 | 2291-4 | 23 83-06 | T PAN | ובדפחפצו | TADIIGEAUOT | ION / EDUCATION | | | | |
| 1648 | | | | | 0000000 | EASTERN IOWA TOURISM AS | SOC. | 25.00 | | 04/15/21 |
| | | | | | RAINING | | | | | 04/35/01 |
| 1648 | | | | | | IOWA TOURISM OFFICE KIM MANNING | | 200.00 | | 04/15/21 |
| 1648 | | IA TOUR | | | 0000000 | | | 200.00 | | 04/15/21 |
| 1040 | | | | ONFEREN | | ADAM BOLANDER | | | | |
| | | | | ACCC | OUNT TOTAL | | | 425.00 | Sa 0 0 | 425.00 |
| 261 | 0001 4 | 22 05 24 | | TETEC | / THERRED | CERUICE | | | | |
| 1648 | | | | | 0000000 | THIRDPIG CONSULTING | | 150.00 | | 04/15/21 |
| 1010 | | | | | | 365.COM 4/2021 - 4 | /2022 | | | |
| | | | | ACCC | OUNT TOTAL | ě. | | 150.00 | 00 | 150.00 |
| | | | | Acce | JOHI TOTAL | | | | | |
| 261-1 | 2291_4 | 23 85-2 | ז דידיוז | TTIES | / BUITLDING | MAINTENANCE | | | | |
| 1648 | | | AP 04 | | | CITY LAUNDERING CO | | 10.00 | | 04/15/21 |
| | | | | A C C C | OUNT TOTAL | | | 10.00 | 00 | 10.00 |
| | | | | 11000 | 70111 1011111 | | | | | |
| 261-: | 2291-4 | 23.88-4 | 7 OUTS | SIDE AGE | ENCIES / EC | CONOMIC DEVEL GRANTS | | | | |
| 1656 | | | | 1/13/21 MENT FOR | 0000000 R FY21 | COMMUNITY MAIN STREET | | 8,250.00 | | 04/15/21 |
| | | | | ACC | OUNT TOTAL | | | 8,250.00 | · 00 | 8,250.00 |
| | | | | | | | | | | |
| | | | | FUNI | TOTAL | | | 11,991.33 | ⇒ 00 | 11,991.33 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 262 SENIOR SERVICES & COMM CT 262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING 394.92 04/08/21 10/21 AP 03/17/21 0136834 US BANK 1610 BIRD HOUSE KITS AMAZON, COM*OU9YS6CZ3 AMZN 04/08/21 153.58 10/21 AP 03/17/21 0136834 US BANK 1610 BIRD HOUSE KITS AMAZON.COM*MY9SO4ST3 484.00 04/08/21 US BANK 1610 10/21 AP 03/04/21 0136834 WIND CHIME KITS AMAZON.COM*4T3901ZX3 AMZN 1,032.50 ...00 1,032.50 ACCOUNT TOTAL .00 1,032.50 1.032.50 FUND TOTAL 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 298-2280-423.89-39 MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS 04/08/21 3,122.08 10/21 AP 03/08/21 0136834 US BANK TABLES FOR PATIO. FUNDED ROOM & BOARD WEB 3,122.08 - 00 3,122.08 ACCOUNT TOTAL - 00 3,122.08 3,122.08 FUND TOTAL FUND 311 DEBT SERVICE FUND FUND 402 WASHINGTON PARK FUND 404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG 04/08/21 57.89 10/21 AP 03/03/21 0136834 US BANK 1609 RETURN LYSOL SPRAY AMZN MKTP US PROJECT#: 012020 -00 57.89 57.89-ACCOUNT TOTAL .00 57.89 57.89-FUND TOTAL

ACCOUNTING PERIOD 09/2021

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L ACCOUNT ACTIVITY LISTING

| CITY OF CEDAR FALLS | | 7,0000111110 | 1201 07, 2021 |
|---|-----------|--------------------|---------------------------------|
| GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE - POST DT |
| FUND 405 FLOOD RESERVE FUND FUND 407 VISION IOWA PROJECT FUND 408 STREET IMPROVEMENT FUND FUND 430 2004 TIF BOND | | | |
| 430-1220-431.97-82 TIF BOND PROJECTS / STREETSCAPE MAINTENANCE 1608 | 24,339.20 | | 04/15/21 |
| 1608 10/21 AP 03/26/21 0000000 SNYDER & ASSOCIATES, INC. 3242-DWNTWN STREETSCP II SERVICES THRU 02/28/21 | 15,958.59 | | 04/15/21 |
| PROJECT#: 023242 1608 10/21 AP 03/26/21 0000000 MIDLAND CONCRETE PRODUCTS, LL 3242-DWNTWN STREETSCP II PAVERS PROJECT#: 023242 | 29,441.60 | | 04/15/21 |
| ACCOUNT TOTAL | 69,739.39 | 00 | 69,739.39 |
| 430-1220-431.97-83 TIF BOND PROJECTS / TIF LEGAL FEES 1615 | 1,736.00 | | 04/15/21 |
| LGL:AMEND #3 RIVER PLACE 03/03/21-03/11/21 1656 10/21 AP 03/29/21 0000000 AHLERS AND COONEY, P.C. LGL:DOWNTN DEV.URBAN RENW 3/8/21-3/9/21 | 357.00 | | 04/15/21 |
| ACCOUNT TOTAL | 2,093.00 | 0.0 | 2,093.00 |
| 430-1220-431.98-47 HOME & COMMUNITY ENVIRON / CAPITAL PROJECTS 1608 | 5,636.10 | | 04/15/21 |
| ACCOUNT TOTAL | 5,636.10 | 0.0 | 5,636.10 |
| FUND TOTAL | 77,468.49 | _{1/5} 0 0 | 77,468.49 |
| 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 1608 | 6,347.56 | | 04/15/21 |
| ACCOUNT TOTAL | 6,347.56 | ₅₀₄ 0 0 | 6,347.56 |

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION ______ POST DT ----FUND 436 2012 BOND 6,347.56 . 00 6,347.56 FUND TOTAL FUND 437 2018 BOND FUND 438 2020 BOND FUND 438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT 04/15/21 10/21 AP 03/16/21 0000000 SHIVE-HATTERY 3,115.30 SERVICES THRU 03/12/21 3228-GREENHILL/S MAIN INT PROJECT#: 023228 00 3,115.30 3,115.30 ACCOUNT TOTAL 438-1220-431.98-85 CAPITAL PROJECTS / LAKE STREET TRAIL 4,186.09 04/15/21 10/21 AP 03/17/21 0000000 AECOM TECHNICAL SERVICES, INC 3247-LAKE STREET TRAIL PROJECT START-03/12/21 PROJECT#: 023247 4,186,09 .00 4,186.09 ACCOUNT TOTAL ... 00 7,301.39 FUND TOTAL 7,301.39 FUND 439 2008 BOND FUND FUND 443 CAPITAL PROJECTS FUND 472 PARKADE RENOVATION FUND 473 SIDEWALK ASSESSMENT FUND 483 ECONOMIC DEVELOPMENT 483-2245-432.89-02 MISCELLANEOUS SERVICES / PROPERTY TAX REBATES 10/21 AP 04/13/21 0000000 RIVER PLACE PROPERTIES, LC 591,217.50 04/15/21 1656 RMB:6TH ANNUAL TAX REBATE RIVER PLACE PROPERTIES 04/15/21 CV COMMERCIAL 2, LLC 36,859.61 1611 10/21 AP 04/09/21 0000000 917 W 23RD STREET SECOND ANNUAL TAX REBATE 10/21 AP 04/06/21 0000000 CEDAR FALLS DEVELOPMENT LLC 10,167.50 04/15/21 1611 4TH ANNUAL REBATE PAYMENT 217 WASHINGTON STREET ZHENG DEVELOPMENT, LLC 13,990.55 04/15/21 1611 10/21 AP 04/06/21 0000000 2125 COLLEGE STREET 2ND ANNUAL TAX REBATE 652,235.16 ...00 652,235.16 ACCOUNT TOTAL 0.0 652,235.16 652,235.16 FUND TOTAL

PREPARED 04/15/2021, 11:23:27 ACCOUNT ACTIVITY LISTING ACCOUNTING PERIOD 09/2021

PROGRAM GM360L CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 484 ECONOMIC DEVELOPMENT LAND FUND 541 2018 STORM WATER BONDS 541-2230-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS 9.168.32 04/09/21 09/21 AP 01/01/21 0136379 BENTON'S SAND & GRAVEL, INC. 3225-2020 RERMEABLE ALLEY ACCOUNT CORRECTION PROJECT#: 023225 04/09/21 09/21 AP 10/02/20 0135444 BENTON'S SAND & GRAVEL, INC. 4,501.58 1638 3225-2020 PERMEABLE ALLEY ACCOUNT CORRECTION PROJECT#: 023225 09/21 AP 09/18/20 0135329 BENTON'S SAND & GRAVEL, INC. 10,314.67 04/09/21 1638 3225-2020 PERMEABLE ALLEY ACCOUNT CORRECTION PROJECT#: 023225 34,898.79 BENTON'S SAND & GRAVEL, INC. 04/09/21 09/21 AP 09/10/20 0135225 1638 3225-2020 PERMEABLE ALLEY ACCOUNT CORRECTION PROJECT#: 023225 09/21 AP 08/21/20 0135069 BENTON'S SAND & GRAVEL, INC. 23,207.31 04/09/21 1638 ACCOUNT CORRECTION 3225-2020 PERMEABLE ALLEY PROJECT#: 023225 09/21 AP 08/07/20 0134959 BENTON'S SAND & GRAVEL, INC. 62,825.76 04/09/21 1638 3225-2020 PERMEABLE ALLEY ACCOUNT CORRECTION PROJECT#: 023225 09/21 AP 08/05/20 0134959 BENTON'S SAND & GRAVEL, INC. 43,988.26 04/09/21 1638 3225-2020 PERMEABLE ALLEY ACCOUNT CORRECTION PROJECT#: 023225 09/21 AP 07/22/20 0134904 PETERSON CONTRACTORS 20,114.92 04/09/21 1638 ACCOUNT CORRECTION 3043-CAMPUS ST BRIDGE REP PROJECT#: 023043 09/21 AP 07/21/20 0134903 PETERSON CONTRACTORS 56,183.77 04/09/21 1638 ACCOUNT CORRECTION 3043-CAMPUS ST BRIDGE REP PROJECT#: 023043 265,203,38 265.203.38-ACCOUNT TOTAL . 00 541-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS 9,168.32 04/09/21 1638 09/21 AP 01/01/21 0136379 BENTON'S SAND & GRAVEL, INC. 3225-2020 PERMEABLE ALLEY PROJECT#: 023225 04/09/21 09/21 AP 10/02/20 0135444 BENTON'S SAND & GRAVEL, INC. 4,501.58 1638 3225-2020 PERMEABLE ALLEY PROJECT#: 023225 04/09/21 09/21 AP 09/18/20 0135329 BENTON'S SAND & GRAVEL, INC. 10,314.67 1638 3225-2020 PERMEABLE ALLEY PROJECT#: 023225 04/09/21 09/21 AP 09/10/20 0135225 BENTON'S SAND & GRAVEL, INC. 34,898.79 1638 3225-2020 PERMEABLE ALLEY PROJECT# : 023225 04/09/21 09/21 AP 08/21/20 0135069 BENTON'S SAND & GRAVEL, INC. 23.207.31 1638 3225-2020 PERMEABLE ALLEY PROJECT#: 023225 62,825.76 04/09/21 09/21 AP 08/07/20 0134959 BENTON'S SAND & GRAVEL, INC. 1638

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS POST DT ----FUND 541 2018 STORM WATER BONDS continued 541-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS 3225-2020 PERMEABLE ALLEY PROJECT#: 023225 04/09/21 09/21 AP 08/05/20 0134959 BENTON'S SAND & GRAVEL, INC. 43,988.26 1638 3225-2020 PERMEABLE ALLEY 023225 PROJECT#: 20,114.92 04/09/21 PETERSON CONTRACTORS 09/21 AP 07/22/20 0134904 1638 3043-CAMPUS ST BRIDGE REP RETAINAGE RELEASE PROJECT#: 023043 09/21 AP 07/21/20 0134903 PETERSON CONTRACTORS 56,183.77 04/09/21 1638 3043-CAMPUS ST BRIDGE REP PROJECT#: 023043 265,203.38 00 265,203.38 ACCOUNT TOTAL 265,203.38 265,203.38 = 00 FUND TOTAL FUND 544 2008 SEWER BONDS FUND 545 2006 SEWER BONDS FUND 546 SEWER IMPROVEMENT FUND FUND 547 SEWER RESERVE FUND FUND 548 1997 SEWER BOND FUND FUND 549 1992 SEWER BOND FUND FUND 550 2000 SEWER BOND FUND FUND 551 REFUSE FUND 551-6675-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES 04/15/21 10/21 AP 03/29/21 0000000 STOREY KENWORTHY 81.49 COPY PAPER, REPORT COVERS 77.80 04/15/21 10/21 AP 03/11/21 0000000 STOREY KENWORTHY 1607 COPY PAPER, PENS, CORR TAPE 159.29 .00 159.29 ACCOUNT TOTAL 551-6685-436.71-06 OFFICE SUPPLIES / OFFICE EQUIPMENT SUPPLIES 6.75 04/15/21 10/21 AP 03/31/21 0000000 CULLIGAN WATER CONDITIONING 1607 WATER TRANSFER STATION 6.75 .00 6.75 ACCOUNT TOTAL 551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 04/15/21 10/21 AP 04/05/21 0000000 THOMPSON SHOES 160.00 1611 P.O. 56594 SAFETY SHOES-R TRENKAMP -00 160.00 160.00 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS BALANCE POST DT ----FUND 551 REFUSE FUND 551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES 10/21 AP 04/06/21 0000000 O'DONNELL ACE HARDWARE 3.44 04/15/21 STATION NUTS AND BOLTS AT TRANS 36.95 04/15/21 10/21 AP 03/26/21 0000000 MENARDS-CEDAR FALLS 1607 FERTILIZER-TRANS STATION ...00 40.39 40.39 ACCOUNT TOTAL 551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN 2,541,00 04/15/21 10/21 AP 04/02/21 0000000 WEIKERT IRON AND METAL 1607 APPLIANCE RECYCLING 652.10 04/15/21 MIDWEST ELECTRONIC RECOVERY 10/21 AP 03/30/21 0000000 1607 ELECTRONIC RECYCLING 10/21 AP 03/27/21 0000000 LIBERTY TIRE RECYCLING, LLC 446.74 04/15/21 1607 SCRAP TIRE RECYCLING 3.639.84 ...00 3,639.84 ACCOUNT TOTAL 4.006.27 0.0 4,006.27 FUND TOTAL FUND 552 SEWER RENTAL FUND 552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 45.37 04/15/21 10/21 AP 03/31/21 0000000 CINTAS FIRST AID & SAFETY 1647 1ST AID SUPPLIES 10/21 AP 03/18/21 0000000 GRAINGER PARTS 04/15/21 285.30 1647 BOOTS 330.67 330.67 ...00 ACCOUNT TOTAL 552-6655-436.86-12 REPAIR & MAINTENANCE / TOWELS 04/15/21 10/21 AP 04/05/21 0000000 CITY LAUNDERING CO. 38.75 1647 RUGS AND TOWELS 38.75 38.75 .00 ACCOUNT TOTAL 552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 04/15/21 3.72 10/21 AP 03/30/21 0000000 STOREY KENWORTHY 1611 COPY PAPER 10/21 AP 03/22/21 0000000 STOREY KENWORTHY 2.22 04/15/21 1611 COPY PAPER 04/15/21 3.57 10/21 AP 03/01/21 0000000 STOREY KENWORTHY 1611 COPY PAPER 9.51 .00 9.51 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

PREPARED 04/15/2021, 11:23:27 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 552 SEWER RENTAL FUND 552-6665-436.72-17 OPERATING SUPPLIES / UNIFORMS 04/15/21 10/21 AP 03/10/21 0000000 SERVICEWEAR APPAREL, INC. 18.30 1607 UNIFORMS FOR TYLER G 18.30 .00 18.30 ACCOUNT TOTAL 552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB 04/15/21 493.57 10/21 AP 03/26/21 0000000 MIDLAND SCIENTIFIC, INC. 1647 LAB SUPPLIES 10/21 AP 03/16/21 0000000 NORTH CENTRAL LABORATORIES 04/15/21 246.00 1647 LAB SUPPLIES .00 739.57 739.57 ACCOUNT TOTAL 552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT 25.99 04/15/21 10/21 AP 04/08/21 0000000 O'DONNELL ACE HARDWARE 1647 GRASS SEED 04/15/21 173.95 JOHNSTONE SUPPLY OF WATERLOO 1647 10/21 AP 04/07/21 0000000 MOTOR HEATER 04/15/21 50.95 1647 10/21 AP 04/06/21 0000000 O'DONNELL ACE HARDWARE GARDEN HOSE AND NOZZLE 04/15/21 10/21 AP 03/30/21 0000000 ARNOLD MOTOR SUPPLY 47.95 1647 PAINT 19.34 04/15/21 1647 10/21 AP 03/30/21 0000000 O'DONNELL ACE HARDWARE PIPE PLUGS 04/15/21 49.48 10/21 AP 03/29/21 0000000 ARNOLD MOTOR SUPPLY 1647 PRIMER/SEALANT 04/15/21 10/21 AP 03/29/21 0000000 O'DONNELL ACE HARDWARE 5.69 1.647 PVC FITTING 83.19 04/15/21 JOHNSTONE SUPPLY OF WATERLOO 1647 10/21 AP 03/26/21 0000000 METER FLOW 04/15/21 10/21 AP 03/25/21 0000000 GRAINGER PARTS 1,432.15 1647 VALVES AND SWITCHES MSD ENVIRONMENTAL SERVICES, I 4,369.22 04/15/21 10/21 AP 03/24/21 0000000 1647 POLYMER 04/15/21 91.98 FASTENAL COMPANY 1647 10/21 AP 03/18/21 0000000 BOLTS .00 6,349.89 6.349.89 ACCOUNT TOTAL 552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR 04/15/21 20.79 10/21 AP 04/08/21 0000000 SHERWIN-WILLIAMS COMPANY 1647 PAINT 04/15/21 116.04 1647 10/21 AP 03/25/21 0000000 JOHNSTONE SUPPLY OF WATERLOO FILTERS . 00 136.83 136.83 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 552 SEWER RENTAL FUND 552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP. 04/15/21 10/21 AP 03/17/21 0000000 CRESCENT ELECTRIC 7.92 CONDUIT/MCC 7.92 ...00 7.92 ACCOUNT TOTAL 552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 04/15/21 10/21 AP 03/31/21 0000000 ELECTRIC PUMP 6,973.09 LAKEVIEW PUMP REPAIR = 00 6.973.09 ACCOUNT TOTAL 6,973.09 552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING 04/15/21 1,532.00 10/21 AP 03/26/21 0000000 TESTAMERICA LABORATORIES, INC 1647 ...00 1,532.00 1,532.00 ACCOUNT TOTAL . 00 16,136.53 16.136.53 FUND TOTAL FUND 553 2004 SEWER BOND FUND 555 STORM WATER UTILITY 555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 10/21 AP 03/29/21 0000000 STOREY KENWORTHY 04/15/21 .15 SHEET PROTECTORS 7.45 04/15/21 10/21 AP 03/29/21 0000000 STOREY KENWORTHY 1608 11X17 PAPER, COPY PAPER 04/15/21 10/21 AP 03/18/21 0000000 1.24 1608 STOREY KENWORTHY BATTERIES 04/15/21 STOREY KENWORTHY 2.22 10/21 AP 03/01/21 0000000 1608 NOTEBOOKS, LEGAL PADS, PENS POST-ITS 3.57 04/15/21 1608 10/21 AP 03/01/21 0000000 STOREY KENWORTHY COPY PAPER 14.63 . 00 14.63 ACCOUNT TOTAL 555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS 109.98 04/15/21 10/21 AP 04/05/21 0000000 BUILDERS SELECT LLC 1607 CATCH BASIN FORM PLYWOOD FOR STORM WATER 244.04 04/15/21 SCOOP FEED & SUPPLY, THE 1607 10/21 AP 04/01/21 0000000 CREEK EROSION CONTROL GRASS SEED FOR DRY RUN 219.02 04/15/21 SCOOP FEED & SUPPLY, THE 10/21 AP 03/31/21 0000000 1607 CREEK EROSION CONTROL GRASS SEED FOR DRY RUN 573.04 ...00 573.04 ACCOUNT TOTAL

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L CITY OF CEDAR FALLS

| CITY OF | CEDAR FALLS | | | | |
|---|--|--|--------------------------------|-------------------|--|
| GROUP NBR | | DESCRIPTION | DEBITS | CREDITS | CURRENT BALANCE POST DT |
| FUND 55 | 5 STORM WATER UTILITY FUND TOTAL | | 587.67 | 00 | 587.67 |
| FUND 60 606-10 1611 1611 1611 1609 | 0 SEWER ASSESSMENT 6 DATA PROCESSING FUND 78-441.71-01 OFFICE SUPPLIES / OFFICE SUPP | PARKADE PRINTER, INC. STOREY KENWORTHY STOREY KENWORTHY US BANK TONER-WATER REC VAN | 4.62 3.72 2.22 301.89 | | 04/15/21 04/15/21 04/15/21 04/08/21 |
| 1611 | 10/21 AP 03/01/21 0000000 COPY PAPER | STOREY KENWORTHY | 3.57 | | 04/15/21 |
| | ACCOUNT TOTAL | | 316.02 | .= 0 0 | 316.02 |
| 606-10 1656 | 78-441.72-01 OPERATING SUPPLIES / 10/21 AP 04/05/21 0000000 MEMBERSHIP:7/1/21-6/30/22 | OPERATING SUPPLIES GMIS INTERNATIONAL | 200.00 | | 04/15/21 |
| 1609 | 10/21 AP 03/22/21 0136834 AMAZON.COM*ZG5RP24M3 AMZN | US BANK USB-C CABLES | 34.49 | | 04/08/21 |
| 1609 | 10/21 AP 03/22/21 0136834 AMZN MKTP US*D50YL2OX3 | US BANK ZEROX TONER REPLACEMENT | 45.57 | | 04/08/21 |
| 1609 | 10/21 AP 03/08/21 0136834 STK*BIGSTOCKPHOTO.COM 10/21 AP 03/05/21 0136834 | US BANK ONLINE IMAGE SUBSCRIPTION US BANK | 99.00 84.30 | | 04/08/21 04/08/21 |
| 1609 | FS COM INC 10/21 AP 03/04/21 0136834 AMZN MKTP US*0B8ET8L43 | SFP,FIBER PATCH CABLES US BANK CAT 6A CABLE-PSS | 18.87 | | 04/08/21 |
| | ACCOUNT TOTAL | | 482.23 | 200 | 482.23 |
| 606-10 1656 | 78-441.81-40 PROFESSIONAL SERVICE 10/21 AP 03/30/21 0000000 PRINT SPRING'21 CURRENTS | S / PUBLIC INFORMATION PROG. PROFESSIONAL OFFICE SERVICES | 9,465.02 | | 04/15/21 |
| | ACCOUNT TOTAL | | 9,465.02 | ₇₄ 0 0 | 9,465.02 |
| 606-10 1656 | 78-441.81-41 PROFESSIONAL SERVICE 10/21 AP 04/01/21 0000000 EGOV-WEBHOST/DOMAIN RENEW | | 750.00 | | 04/15/21 |
| | ACCOUNT TOTAL | | 750.00 | 00 | 750.00 |

ACCOUNTING PERIOD 09/2021

PREPARED 04/15/2021 11:23:27 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS BALANCE POST DT ----FUND 606 DATA PROCESSING FUND 606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 04/15/21 10/21 AP 03/26/21 0000000 KOCH OFFICE GROUP 199.99 MICR PRINTER TRAY 10/21 AP 03/16/21 0136834 US BANK 304.31 04/08/21 1609 AMAZON.COM*2A8HS1BO0 AMZN APC UPS (4), BIT 1609 10/21 AP 03/10/21 0136834 US BANK 389.99 04/08/21 BESTBUYCOM806432870320 TV-REPL.REC CTR CONF.ROOM 1609 10/21 AP 03/08/21 0136834 US BANK 16.95 04/08/21 AMZN MKTP US*MS0DB8GM3 PCARD REPLACEMENT STAMP ACCOUNT TOTAL 911.24 . 00 911.24 606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS 10/21 AP 04/12/21 0000000 TECHNOLOGY SERVICES & SOLUTIO 5,581.00 04/15/21 MAINT.FOR IBM 8286 SERVER 10/21 AP 03/03/21 0136834 US BANK 2,111,25 04/08/21 1609 BLUEBEAM INC BLUEBEAM SOFTWARE & MAINT ACCOUNT TOTAL 7.692.25 ...00 7,692.25 606-1078-441.93-01 EQUIPMENT / EQUIPMENT 72.18 04/08/21 10/21 AP 03/08/21 0136834 US BANK 1609 AMZN MKTP US*122MI5WD3 TONER, BRACKET, LR44BATTERY 94.56 04/08/21 US BANK 1609 10/21 AP 03/05/21 0136834 SPEAKERS, BATTERIES, AMZN MKTP US*VH87M0VW3 101.45 04/08/21 1609 10/21 AP 03/02/21 0136834 US BANK ADAPTERS, CHARGING BLOCKS AMZN MKTP US*LU0T73D43 10/21 AP 02/26/21 0136834 US BANK 34.99 04/08/21 1609 BEST BUY 00003798 8-PART SWITCH-WATER REC. ACCOUNT TOTAL 303.18 .00 303.18 FUND TOTAL 19,919.94 . 00 19,919.94 FUND 680 HEALTH INSURANCE FUND 680-1902-457.51-01 INSURANCE / HEALTH INSURANCE 10/21 AP 04/05/21 0000000 HOLMES MURPHY & ASSOCIATES LL 04/15/21 2,416.66 BENEFITS CONSULTING SERV MAY 2021 .00 2.416.66 ACCOUNT TOTAL 2,416.66 2,416.66 .00 2,416.66 FUND TOTAL

ACCOUNTING PERIOD 09/2021

ACCOUNT ACTIVITY LISTING

PREPARED 04/15/2021, 11:23:27 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS BALANCE POST DT ----FUND 681 HEALTH SEVERANCE FUND 682 HEALTH INSURANCE - FIRE FUND 685 VEHICLE MAINTENANCE FUND 685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 10/21 AP 04/05/21 0000000 THOMPSON SHOES 160.00 04/15/21 SAFETY SHOES-R RICHARDSON P.O. 56588 04/15/21 10/21 AP 04/01/21 0000000 BROWN'S SHOE FIT 125.00 1611 SAFETY SHOES-D RAWDON P.O. 56589 0.0 ACCOUNT TOTAL 285.00 285.00 685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES 10/21 AP 03/31/21 0000000 O'DONNELL ACE HARDWARE 6.90 04/15/21 ACID BRUSHES 10/21 AP 03/25/21 0000000 LAWSON PRODUCTS, INC. 860.06 04/15/21 1607 MISC SHOP SUPPLIES 10/21 AP 03/12/21 0000000 PROSHIELD FIRE & SECURITY 210.00 04/15/21 1607 FIRE EXTINGUISHER HOLDERS 1.076.96 ...00 1,076.96 ACCOUNT TOTAL 685-6698-446.93-01 EQUIPMENT / EQUIPMENT 980.00 04/15/21 10/21 AP 03/30/21 0000000 PRECISE MRM LLC 1607 CELL USAGE FOR AVL 980.00 ...00 980.00 ACCOUNT TOTAL 2,341.96 .00 2,341,96 FUND TOTAL FUND 686 PAYROLL FUND FUND 687 WORKERS COMPENSATION FUND FUND 688 LTD INSURANCE FUND FUND 689 LIABILITY INSURANCE FUND FUND 724 TRUST & AGENCY 724-0000-487.50-03 TRANSFERS OUT / TRANSFERS - SSMID 10/21 AP 04/13/21 0000000 COMMUNITY MAIN STREET 99,358.06 04/15/21 1656 PROPERTY TAX PAYMENT 99,358.06 - 00 99,358-06 ACCOUNT TOTAL 99,358.06 ...00 99,358.06 FUND TOTAL

Item 31.

PREPARED 04/15/2021, 11:23:27 ACCOUNT ACTIVITY LISTING PAGE 42
PROGRAM GM360L
CITY OF CEDAR FALLS
PROGRAM FALLS

GROUP PO ACCTG ---TRANSACTION---NBR NBR PER. CD DATE NUMBER DESCRIPTION
DEBITS CREDITS BALANCE
POST DT ---

FUND 727 GREENWOOD CEMETERY P-CARE FUND 728 FAIRVIEW CEMETERY P-CARE FUND 729 HILLSIDE CEMETERY P-CARE

FUND 790 FLOOD LEVY GRAND TOTAL

1,391,987.49 267,308.28 1,124,679.21