



AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
TUESDAY, JANUARY 16, 2024
7:00 PM AT CITY HALL, 220 CLAY STREET

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Regular meeting of January 2, 2024.

Agenda Revisions

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

Staff Updates

Special Order of Business

2. Public hearing on the proposed FY2024-FY2029 Capital Improvements Program (CIP).
 - a) Receive and file proof of publication of notice of hearing. (Notice published 01/04/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the FY2024-FY2029 Capital Improvements Program (CIP).
3. Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects
4. Resolution approving and adopting the American Rescue Plan Act (ARPA) Allocation relative to providing continued relief from the public health and economic impacts of the COVID-19 public health emergency.
5. Public hearing on a proposed amendment to the Land Use Map by changing the designation from Low Density Residential Use, Greenways and Floodplain Use, and Neighborhood Commercial & Mixed Use to Low Density Residential Use and adjust the Greenways and Floodplain Use of property located North of Aldrich Elementary School and South of West Greenhill Road.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 01/06/24)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.

d) Public comments.

e) Resolution approving an amendment to the Land Use Map by changing the designation from Low Density Residential Use, Greenways and Floodplain Use, and Neighborhood Commercial & Mixed Use to Low Density Residential Use and adjust the Greenways and Floodplain Use of property located North of Aldrich Elementary School and South of West Greenhill Road.

6. Public hearing on the proposed rezoning from R-1, Residential District & MU, Mixed Use Residential to RP, Planned Residence District of property located North of Aldrich Elementary School and South of West Greenhill Road.

a) Receive and file proof of publication of notice of hearing. (Notice published 01/06/24)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Pass an ordinance amending the Zoning Map located North of Aldrich Elementary School and South of West Greenhill Road from R-1, Residential District & MU, Mixed Use Residential to RP, Planned Residence District, upon its first consideration. (Contingent upon approval of previous item)

7. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 CDBG Sanitary Sewer Rehabilitation Project.

a) Receive and file proof of publication of notice of hearing. (Notice published 01/04/24)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2024 CDBG Sanitary Sewer Rehabilitation Project.

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

8. Receive and file the City Council Standing Committee minutes of January 2, 2024 relative to the following items:

a) Capital Improvements Programs (CIP).

9. Receive and file the following resignations of members from Boards and Commissions:

a) Amanda Lynch, Planning & Zoning Commission.

10. Receive and file communications from the Civil Service Commission relative to the following certified list:

a) Assistant Equipment Mechanic.

11. Approve the following applications for retail alcohol licenses:

a) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C retail alcohol & outdoor service - renewal.

b) Second State Brewing, 203 State Street, Class C retail alcohol & outdoor service – renewal.

c) Kwik Spirits, 4116 University Avenue, Class E retail alcohol - renewal.

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

12. Resolution Calendar with items considered separately.
- [13.](#) Resolution approving and accepting the permanent transfer of \$30,000.00 from the Municipal Communications Utility to the Economic Development Fund of the City of Cedar Falls.
- [14.](#) Resolution approving and authorizing execution of a Title VI Non-Discrimination Agreement with the Iowa Department of Transportation (IDOT).
- [15.](#) Resolution levying a final assessment for costs incurred by the City to mow the property located at 807 Clay Street.
- [16.](#) Resolution approving and authorizing execution of a Settlement and Release Agreement in connection with the pending lawsuit involving defects in the construction of portions of Algonquin Drive. (Case # LACV133772; In the Iowa District Court for Black Hawk County)
- [17.](#) Resolution approving and authorizing execution of a Rework Agreement with Dave Schmitt Construction Company relative to the repair of Algonquin Drive. (Contingent upon approval of the previous item)
- [18.](#) Resolution approving and authorizing execution of a Professional Services Agreement with Robert Sobczak relative to fiberglass TC mascots for the Panthers on Parade Project.
- [19.](#) Resolution approving and authorizing execution of a Contract with the Northeast Iowa Foodbank relative to Community Development Block Grant (CDBG) funding for service agencies.
- [20.](#) Resolution approving and authorizing execution of a Contract with Pathways Behavioral Services, Inc. relative to Community Development Block Grant (CDBG) funding for service agencies.
- [21.](#) Resolution approving the amended preliminary plat for West Fork Crossing.
- [22.](#) Resolution approving the final plat for West Fork Crossing First Addition. (Contingent upon approval of previous item)
- [23.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Money Pit, LLC, relative to a post-construction stormwater management plan for West Fork Crossing First Addition. (Contingent upon approval of previous item)
- [24.](#) Resolution approving and accepting completion of public improvements in West Fork Crossing First Addition. (Contingent upon approval of previous item)
- [25.](#) Resolution approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the Katoski Drive Box Culvert Replacement Project.
- [26.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 10C to the Professional Services Agreement with Snyder & Associates, Inc. for design and right-of-way services relative to the West Viking Road Reconstruction Project.

Ordinances

- [27.](#) Pass an ordinance, imposing the one percent local sales and services tax within the City of Cedar Falls and allocating the revenue derived therefrom, upon its first consideration.

Allow Bills and Claims

- [28.](#) Allow Bills and Claims for January 16, 2024.

Council Updates and Announcements

Council Referrals

Executive Session

29. Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property; and to discuss the City Administrator's performance pursuant to Iowa Code Section 21.5(1)(i) and City Code Section 2-217.

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JANUARY 2, 2024
REGULAR MEETING, CITY COUNCIL
MAYOR DANIEL LAUDICK PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Absent: None. Mayor Laudick led the Pledge of Allegiance.

- 54586 - It was moved by Dunn and seconded by Schultz that the minutes of the Regular Meeting of December 18, 2023 be approved as presented and ordered of record. Motion carried unanimously.
- 54587 - Mayor Laudick noted that item #12 on the Resolution Calendar was being removed from the agenda.
- 54588 - Public Works Director Schrage provided information on Christmas tree collection from January 8 – February 12, 2024.
- 54589 - It was moved by Ganfield and seconded by Kruse that the following items on the Consent Calendar be received, filed, and approved:

Receive and file the report of the Mayor relative to the appointment of Mayor Pro Tem for 2024.

Receive and file the report of the Mayor relative to the appointment of Standing Committees for 2024.

Receive and file Disclosures of Potential Conflicts of Interest for elected officials.

Receive and file the City Council Goal Setting Report of November 27 & 30 and December 7, 11 & 20, 2023.

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

- a) Peggy Larson, Housing Commission, term ending 12/31/2025.
- b) Gary Winterhof, Housing Commission, term ending 12/31/2025.

Receive and file Departmental Monthly Reports of November 2023.

Approve the following applications for retail alcohol licenses:

- a) Pheasant Ridge Golf Course, 3205 West 12th Street, Special Class C retail alcohol & outdoor service - renewal.
- b) Wild Hare American Bar and Grill, 2512 Whitetail Drive, Class C retail alcohol & outdoor service - renewal.

Motion carried unanimously.

54590 - It was moved by Ganfield and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #23,444, approving and adopting the FY2025 City Council Goals, Work Program and Financial Plan.

Resolution #23,445, levying a final assessment for costs incurred by the City to mow the property located at 925 West 22nd Street.

Resolution #23,446, approving and adopting a Recreation Fee Schedule to become effective January 2, 2024.

Resolution #23,447, approving and accepting a Warranty Deed, in conjunction with 523 West 1st Street.

Resolution #23,448, approving a grant agreement with the Black Hawk County Gaming Association relative to the Community Natatorium Project.

Resolution #23,449, approving the Statement of Completion and Final Acceptance of Work of Lodge Construction, Inc. for the Union Road Recreation Trail Project.

Resolution #23,450, receiving and filing, and setting January 16, 2024 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the 2024 CDBG Sanitary Sewer Rehabilitation Project.

Resolution #23,451, setting January 16, 2024 as the date of public hearing on the proposed FY2024-FY2029 Capital Improvements Program (CIP).

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,444 and #23,451 duly passed and adopted.

54591 - It was moved by Kruse and seconded by Latta that the bills and claims of January 2, 2024 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54592 - Councilmember Schultz congratulated and welcomed the newly elected Mayor and Councilmembers and congratulated Councilmember Latta on his appointment to Mayor Pro Tem.

Mayor Laudick noted he is looking forward to working with Council and Staff.

54593 - It was moved by Kruse and seconded by Dunn to adjourn to Executive Session to discuss Legal Matters per Iowa Code Section 21.5(1)(c) to discuss strategy

with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 7:06 P.M.

Mayor Laudick reconvened the Council meeting at 7:56 P.M.

54594 - It was moved by Ganfield and seconded by Latta that the meeting be adjourned at 7:57 P.M. Motion carried unanimously.

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Laudick & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: January 3, 2024
SUBJECT: FY24-FY29 Capital Improvements Program

The FY24-FY29 Capital Improvements Program (CIP) is on the agenda for your formal approval. The CIP was presented at the Finance & Business Operations committee on January 2nd. The presentation included a review of the CIP and based on the committee's motion, the following project changes have been made on the enclosed CIP:

- Item #50 – Additional funding of \$500,000 was added to the UNI Dome project in FY27.
- Item #130 – Hwy 57 & Union intersection improvements project was added as a new project.

Upon approval of the CIP, the next steps of the budget process will continue, which includes incorporating the projects listed in the FY25 column into the budget.

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

RESOLUTION NO. _____

RESOLUTION APPROVING AND ADOPTING THE FY2024-FY2029 CAPITAL IMPROVEMENTS PROGRAM (CIP)

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and adopting the proposed FY2024-FY2029 Capital Improvements Program (CIP), 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 CIP.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the FY2024-FY2029 Capital Improvements Program (CIP) is hereby approved and adopted.

ADOPTED this 16th day of January 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



City of Cedar Falls, Iowa

FY24 - FY29 Preliminary Capital Improvements Program

Prepared by the Department of Finance & Business
Operations

CITY OF CEDAR FALLS

FY24 – FY29 CAPITAL IMPROVEMENT PROGRAM

Prepared by:
Department of Finance & Business Operations

**FY24 - FY29 CAPITAL IMPROVEMENTS PROGRAM
CITY OF CEDAR FALLS, IOWA**

Item 2.

New FY24

Presented to City Council/Planning & Zoning Comm:
Approved by the City Council:
Resolution Number:

#	PROJECT OR PROGRAM	DEPT/ DIV.	FY24		FY25		FY26		FY27		FY28		FY29		SUBTOTAL		TOTAL FUNDING AMOUNT	
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING			
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT		
1	Annual TIF Rebates	AD/ED	TIF-UN TIF-CH TIF-DT	91,650 64,450 1,602,470	TIF-UN TIF-CH TIF-DT	53,390 1,597,150	TIF-UN TIF-CH TIF-DT	34,180 1,597,150	TIF-UN TIF-CH TIF-DT	30,630 1,517,400	TIF-UN TIF-CH TIF-DT	21,230 118,780 1,329,760	TIF-UN TIF-CH TIF-DT	21,230 118,780 1,288,570	TIF-UN TIF-CH TIF-DT	252,310 302,010 8,932,500	9,486,820	
2	Gibson Property Development - Phase I-II	ADM/ED			TIF-STH	1,425,000	TIF-STH	1,875,000	TIF-STH	350,000					TIF-STH	3,650,000	3,650,000	
3	Gibson Property Development - Phase III-V	ADM/ED											TIF-STH	8,223,000	TIF-STH	8,223,000	8,223,000	
4	Industrial Park Expansion (Phase I)	ADM/ED	TIF-UN	500,000											TIF-UN	500,000	500,000	
5	Industrial Park Expansion (Phase II)	ADM/ED			EDF	3,000,000									EDF	3,000,000	3,000,000	
6	Industrial Park Expansion (Phase III)	ADM/ED					TIF-SWCF	410,000	TIF-SWCF	4,700,000					TIF-SWCF	5,110,000	5,110,000	
7	Industrial Park Land Acquisition	ADM/ED					EDF	4,000,000				EDF	1,500,000		EDF	5,500,000	5,500,000	
8	Northern Industrial Park: Insurance and Maintenance	ADM/ED	EDF	30,000	EDF	30,000	EDF	30,000	EDF	30,000	EDF	30,000	EDF	30,000	EDF	180,000	180,000	
9	Bond Fees	FBO/ADM	GO 2024	50,000			GO 2026	50,000				GO 2028	50,000		GO	150,000	150,000	
10	Capitalized Interest	FBO/ADM	GO 2024	150,000			GO 2026	150,000				GO 2028	150,000		GO	450,000	450,000	
11	Vehicle Replacement Program	FBO/ADM	SCF SRF CTF REF VRF	1,192,200 225,000 55,000 624,850 345,000	SCF SRF CTF REF VRF	75,000 225,000 55,000 125,000 462,000	SCF SRF CTF REF VRF	450,000 35,000 55,000 200,000 400,000	SCF SRF CTF REF VRF	450,000 35,000 55,000 200,000 400,000	SCF SRF CTF REF VRF	450,000 35,000 55,000 200,000 400,000	SCF SRF CTF REF VRF	450,000 35,000 55,000 200,000 400,000	SCF SRF CTF REF VRF	3,067,200 365,000 55,000 1,549,850 2,407,000	7,444,050	
12	Broadcast Lenses	FBO/CTV	CTF	30,000	CTF	80,000	CTF	45,000							CTF	155,000	155,000	
13	Cable TV Equipment Upgrades	FBO/CTV	CTF	100,000	CTF	100,000	CTF	100,000	CTF	100,000	CTF	100,000	CTF	100,000	CTF	600,000	600,000	
14	Master Control Server	FBO/CTV	CTF	55,000											CTF	55,000	55,000	
15	Video Switcher/Replay replacement	FBO/CTV					CTF	70,000	CTF	40,000					CTF	110,000	110,000	
16	Camera's - Installation, Maintenance & Replacements	FBO/IS	GO 2022 DPR	20,000 20,000	GO 2024 DPR	70,000 20,000	GO 2024 DPR	75,000 20,000	GO 2026 DPR	75,000 20,000	GO 2028 DPR	50,000 20,000	GO 2028 DPR	50,000 20,000	GO DPR	340,000 100,000	440,000	
17	City Mobile App	FBO/IS	DPR	1,950											DPR	1,950	1,950	
18	Community Development Software	FBO/IS			GO 2024	320,000		DPR	150,000	DPR	150,000	DPR	150,000	DPR	150,000	GO DPR	320,000 600,000	920,000
19	Computer Equipment & Software	FBO/IS	DPR	70,000	DPR	70,000	DPR	70,000	DPR	70,000	DPR	70,000	DPR	70,000	DPR	420,000	420,000	
20	Copier Fleet	FBO/IS										DPR	120,000		DPR	120,000	120,000	
21	Document Imaging	FBO/IS	DPR	6,000	DPR	6,000	DPR	6,000	DPR	20,000	DPR	6,000	DPR	6,000	DPR	50,000	50,000	
22	Door Lock System	FBO/IS	CP DPR	50,400 9,600											CP DPR	50,400 9,600	60,000	
23	Financial & Human Capital Software	FBO/IS	GO 2022 DPR	300,000 800,000											GO DPR	300,000 2,505,000	2,805,000	
24	GIS/Mapping Updates	FBO/IS	DPR	15,000	DPR	15,000	DPR	15,000	DPR	30,000	DPR	15,000	DPR	15,000	DPR	105,000	105,000	
25	Mid-Range Operating System Upgrade	FBO/IS	DPR	4,500	DPR	4,500									DPR	9,000	9,000	
26	Mobile Data Computer Replacement - Police	FBO/IS	DPR	15,000	DPR	15,000	DPR	15,000	DPR	15,000	DPR	15,000	DPR	15,000	DPR	90,000	90,000	
27	Network Upgrades	FBO/IS	DPR	140,000	DPR	75,000	DPR	150,000	DPR	140,000	DPR	30,000			DPR	535,000	535,000	
28	Penetration Security Testing Services	FBO/IS	DPR	80,000	DPR	80,000	DPR	80,000	DPR	80,000	DPR	80,000	DPR	80,000	DPR	480,000	480,000	
29	Work Order Management Software	FBO/IS	DPR	25,000											DPR	25,000	25,000	
30	Library Automated Materials Handler	FBO/LIBRARY	GO 2024 CF	86,000 103,000											GO CF	86,000 103,000	189,000	
31	Youth Department Service Desk Replacement	FBO/LIBRARY									CF	55,000			CF	55,000	55,000	
32	Replacement of Community Center Tables and Chairs	FBO/COMM CTR			GO 2024	50,000									GO	50,000	50,000	
33	Parking Lot: City Hall	FBO/PARKING	TIF-DT	150,000											TIF-DT	150,000	150,000	
34	Parking Lot: Downtown Lot Improvements	FBO/PARKING			TIF-DT	150,000	TIF-DT	150,000							TIF-DT	300,000	300,000	
35	Parking Lot: Downtown Parking Ramp Study	FBO/PARKING	TIF-DT	100,000											TIF-DT	100,000	100,000	

**FY24 - FY29 CAPITAL IMPROVEMENTS PROGRAM
CITY OF CEDAR FALLS, IOWA**

Item 2.

New FY24

Presented to City Council/Planning & Zoning Comm:
Approved by the City Council:
Resolution Number:

2-Jan-2024

#	PROJECT OR PROGRAM	DEPT/ DIV.	FY24		FY25		FY26		FY27		FY28		FY29		SUBTOTAL		TOTAL FUNDING AMOUNT
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
36	Parking Lot: Gateway Park Parking Lot & Lighting	FBO/PARKING					GO 2026	250,000							GO	250,000	250,000
37	Parking Lot: Pheasant Ridge Pro Shop	FBO/PARKING									GO 2028	300,000			GO	300,000	600,000
											GIF	300,000			GIF	300,000	
38	Parking Equipment/Technology Replacement - College Hill	FBO/PARKING			TIF-CH	50,000									TIF-CH	50,000	50,000
39	Parking Equipment/Technology Replacement - Downtown	FBO/PARKING			TIF-DT	350,000									TIF-DT	350,000	350,000
40	Postage Machine Replacement	FBO/PUB RECORD	GR	15,000											GR	15,000	15,000
41	CDBG Projects	CD/CDBG	CDBG	93,950	CDBG	93,950	CDBG	93,950	CDBG	93,950	CDBG	93,950	CDBG	93,950	CDBG	563,700	563,700
42	Consolidated Plan	CD/CDBG	CDBG	10,000									CDBG	10,000	CDBG	20,000	80,000
			HCV	5,000									HCV	5,000	HCV	10,000	
			GR	25,000									GR	25,000	GR	50,000	
43	Owner Occupied Rehabilitation	CD/CDBG	CDBG	67,000	CDBG	50,000	CDBG	50,000	CDBG	50,000	CDBG	50,000	CDBG	50,000	CDBG	317,000	857,000
			HOME	90,000	HOME	90,000	HOME	90,000	HOME	90,000	HOME	90,000	HOME	90,000	HOME	540,000	
44	Renter Occupied Rehabilitation	CD/CDBG	CDBG	33,500	CDBG	33,500	CDBG	33,500	CDBG	33,500	CDBG	33,500	CDBG	33,500	CDBG	201,000	201,000
45	Code Enforcement, Property Clean-up, Condemnation	CD/INSPECT	CP	45,000	CP	45,000	CP	45,000	CP	45,000	CP	45,000	CP	45,000	CP	270,000	270,000
46	Hearst Center Expansion	CD/INSPECT					GO 2026	320,000		PRIV	875,000	PRIV	1,495,000		PRIV	2,370,000	8,300,000
											GO 2028	590,000			GO	910,000	
											CF	750,000			CF	750,000	
											GFS	1,240,000			GFS	1,240,000	
									F/S	675,000	F/S	675,000			F/S	1,350,000	
							CIF	180,000							CIF	180,000	
									BHCG	750,000	BHCG	750,000			BHCG	1,500,000	
47	Land Acquisition - School Administration Site	CD/INSPECT										GFS	210,000		GFS	210,000	210,000
48	Pedestrian way from Andy Ave. to Aldrich Elementary	CD/INSPECT										GO 2028	18,750		GO	18,750	18,750
49	Pheasant Ridge Pro Shop and Cart Storage Repairs	CD/INSPECT	GIF	45,000			GIF	50,000				GIF	50,000		GIF	145,000	145,000
50	UNI Dome Renovation	CD/INSPECT			EDF	1,250,000	EDF	1,250,000	EDF	500,000					EDF	3,000,000	50,000,000
			UNI	16,666,670	UNI	15,416,660	UNI	14,916,670							UNI	47,000,000	
51	Bike Network on-street Signage	CD/PLAN	SCF	5,000	SCF	5,000	SCF	5,000	SCF	5,000	SCF	5,000	SCF	5,000	SCF	30,000	30,000
52	Bus Shelters & Related Amenities	CD/PLAN			MET	15,000			MET	15,000			MET	15,000	MET	45,000	45,000
53	Cedar River Safety and Recreational River Improvements Phase I	CD/PLAN	ER	1,700,000											ER	1,700,000	6,703,550
					PRIV	500,000									PRIV	500,000	
					BHCG	1,500,000									BHCG	1,500,000	
			TRC	400,000											TRC	400,000	
			H/M-PK	70,000											H/M-PK	70,000	
			GFS	300,000											GFS	300,000	
			GO 2022	288,550			GO 2022	70,000							GO	358,550	
			GR	150,000											GR	150,000	
					F/S	1,725,000									F/S	1,725,000	
54	Community-wide Strategic Plan	CD/PLAN			PRIV	15,000									PRIV	15,000	30,000
					GR	15,000									GR	15,000	
55	Comprehensive Plan and Zoning Code Update	CD/PLAN			GR	87,500	GR	87,500							GR	175,000	175,000
56	Conversion of rental homes back to owner-occupied	CD/PLAN	GR	20,000	GR	100,000	GR	100,000	GR	100,000					GR	320,000	320,000
57	Historic Reconnaissance Survey of Overman Park Neighborhood	CD/PLAN	F/S	2,400	F/S	8,600									F/S	11,000	13,400
			GR	1,000	GR	1,400									GR	2,400	
58	Parks and Public Lands Master Plan	CD/PLAN			CTL	75,000	CTL	75,000							CTL	150,000	150,000
59	Property/Flood Buyouts	CD/PLAN	F/S	415,000	F/S	3,216,820									F/S	3,631,820	4,452,820
			CP	300,000	CP	241,000	CP	70,000	CP	70,000	CP	70,000	CP	70,000	CP	821,000	

**FY24 - FY29 CAPITAL IMPROVEMENTS PROGRAM
CITY OF CEDAR FALLS, IOWA**

Item 2.

Presented to City Council/Planning & Zoning Comm:
Approved by the City Council:
Resolution Number:

New FY24

#	PROJECT OR PROGRAM	DEPT/ DIV.	FY24		FY25		FY26		FY27		FY28		FY29		SUBTOTAL		TOTAL FUNDING AMOUNT
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
60	Support for Historical Society Enhance Iowa Grant	CD/PLAN					H/M-VT	33,000	H/M-VT	17,000					H/M-VT	50,000	50,000
61	Vision Plan & Zoning - College Hill Area	CD/PLAN			TIF-CH	16,600	TIF-CH	16,600							TIF-CH	33,200	100,000
					GR	33,400	GR	33,400							GR	66,800	
62	Vision Plan & Zoning - High School/Sartori Hospital Area	CD/PLAN					HT	37,500	HT	37,500					HT	75,000	150,000
							GR	37,500	GR	37,500					GR	75,000	
63	Vision Plan & Zoning - University Ave. Area	CD/PLAN							GR	75,000	GR	75,000			GR	150,000	150,000
64	Wayfinding Signage Plan	CD/PLAN					H/M-VT	30,000							H/M-VT	30,000	30,000
65	Ballfield Fencing Spot Repair	CD/REC	SBPF	3,000	SBPF	3,000	SBPF	3,000	SBPF	3,000	SBPF	3,000	SBPF	3,000	SBPF	18,000	18,000
66	Birdsall Park Renovation - Phase I	CD/REC					GO 2026	300,000			GO 2026	610,000			GO	910,000	1,800,000
												F/S	100,000	F/S	100,000		
												SCHOOLS	250,000	SCHOOLS	250,000		
												PRIV	170,000	PRIV	170,000		
												H/M-PK	150,000	H/M-PK	150,000		
												SBPF	80,000	SBPF	80,000		
												CTL	100,000	CTL	140,000		
67	Dugout Covers - Birdsall Park	CD/REC					SBPF	107,000							SBPF	107,000	107,000
68	Facility Improvements - Rec Center	CD/REC	RCCIP	10,000											RCCIP	10,000	10,000
69	Facility Improvements & Security - Rec Center	CD/REC			RCCIP	75,000									RCCIP	75,000	75,000
70	New HS Pool	CD/REC	RCCIP	1,400,000											RCCIP	1,400,000	21,000,000
			SCHOOLS	8,100,000											SCHOOLS	8,100,000	
			EDF	500,000											EDF	500,000	
					BHC	150,000									BHC	150,000	
					F/S	950,000									F/S	950,000	
			BHCG	300,000	BHCG	600,000									BHCG	900,000	
			PRIV	2,900,000											PRIV	2,900,000	
			GFS	2,100,000	GFS	4,000,000									GFS	6,100,000	
71	Orchard Hill Park - Pickleball Expansion	CD/REC	GO 2024	50,000											GO	50,000	525,000
			GFS	100,000											GFS	100,000	
			PRIV	225,000											PRIV	225,000	
			CTL	150,000											CTL	150,000	
72	Outdoor Fitness Park	CD/REC										NFG	30,000	NFG	30,000	150,000	
												PRIV	120,000	PRIV	120,000		
73	Park Renovations	CD/REC			CTL	75,000	CTL	75,000	CTL	75,000	CTL	75,000	CTL	75,000	CTL	375,000	375,000
74	Turf Replacement Robinson Dresser	CD/REC										GO 2028	87,500	GO	87,500	175,000	
												RCCIP	87,500	RCCIP	87,500		
75	Wind Screen Fence Repair-Tennis Courts	CD/REC			UNI	4,500	UNI	4,500							UNI	9,000	27,000
					SCHOOLS	4,500	SCHOOLS	4,500							SCHOOLS	9,000	
					RCCIP	4,500	RCCIP	4,500							RCCIP	9,000	
76	Falls-Cabanas	CD/REC			RCCIP	25,000									RCCIP	25,000	25,000
77	Falls-Maintenance	CD/REC	RCCIP	55,000	RCCIP	80,000	RCCIP	50,000	RCCIP	35,000	RCCIP	35,000	RCCIP	35,000	RCCIP	290,000	290,000
78	Falls-Splash Feature	CD/REC										RCCIP	70,000	RCCIP	70,000	70,000	
79	Hearst Center Master Plan	CD/CULT	ACB	6,550											ACB	6,550	7,530
			CIF	980											CIF	980	

**FY24 - FY29 CAPITAL IMPROVEMENTS PROGRAM
CITY OF CEDAR FALLS, IOWA**

Item 2.

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New FY24

#	PROJECT OR PROGRAM	DEPT/ DIV.	FY24		FY25		FY26		FY27		FY28		FY29		SUBTOTAL		TOTAL FUNDING AMOUNT
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
80	Hearst Center Fundraising Feasibility Study	CD/CULT	ACB	7,500	ACB	7,500	ACB	7,500	ACB	7,500	ACB	7,500			ACB	37,500	150,000
						PRIV	25,000	PRIV	25,000	PRIV	25,000			PRIV	75,000		
			FRIEND	7,500	FRIEND	7,500	FRIEND	7,500	FRIEND	7,500	FRIEND	7,500			FRIEND	37,500	
81	RAGBRAI Start Up Funds	CD/V&T					TRC	5,000							TRC	5,000	5,000
82	Replacement of Street Banners	CD/V&T					TRC	2,500	TRC	2,500	TRC	2,500			TRC	7,500	7,500
83	Tourism Market Study	CD/V&T			TRC	40,000									TRC	40,000	40,000
84	Visitor Center-Cedar Falls 3D Sign	CD/V&T					TRC	25,000							TRC	25,000	25,000
85	Visitor Center-Interior Painting & Updates	CD/V&T	TRC	15,000											TRC	15,000	15,000
86	Visitor Center-Patio Repair & Furnishing	CD/V&T			TRC	29,500									TRC	29,500	29,500
87	Entrance Signage Replacement & Upgrade	CD/V&T					EDF	75,000	EDF	75,000	EDF	100,000			EDF	250,000	300,000
							H/M-VT	25,000	H/M-VT	25,000					H/M-VT	50,000	
88	Visitor Center Sign	CD/V&T			TRC	5,000									TRC	5,000	5,000
89	Bridges/Culverts: Hudson Road Bridge Deck Overlay	PW/ENG			LST	900,000									LST	900,000	900,000
90	Bridges/Culverts: Inspections/Repairs	PW/ENG	SCF	55,000	SCF	200,000	SCF	55,000	SCF	200,000	SCF	55,000	SCF	200,000	SCF	765,000	765,000
91	Bridges/Culverts: Katowski Drive Box Culvert Replacement	PW/ENG	STW	100,000	STW	100,000									STW	200,000	490,000
			LST	140,000	LST	140,000									LST	280,000	
			GO 2024	10,000											GO	10,000	
92	Bridges/Culverts: Olive Street Box Culvert Replacement	PW/ENG	TIF-CH	540,000											TIF-CH	540,000	540,000
93	Bridges/Culverts: Ridgeway Avenue Bridge Replacement	PW/ENG			TIF-STH	185,000									TIF-STH	185,000	665,000
					F/S	480,000									F/S	480,000	
94	Bridges/Culverts: Tremont Street Bridge Replacement	PW/ENG					GO 2026	15,000	GO 2026	165,000					GO	180,000	495,000
									LST	200,000					LST	200,000	
									SCF	115,000					SCF	115,000	
95	Industrial & City Development: Infrastructure Oversizing	PW/ENG	CP	50,000	CP	50,000	CP	50,000	CP	50,000	CP	50,000	CP	50,000	CP	300,000	660,000
			STW	30,000	STW	30,000	STW	30,000	STW	30,000	STW	30,000	STW	30,000	STW	180,000	
			SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	180,000	
96	Sanitary Sewer: Gibson Property Extension	PW/ENG					TIF-STH	90,000	TIF-STH	300,000					TIF-STH	390,000	390,000
97	Sanitary Sewer: Northern Industrial Park Realignment	PW/ENG											TIF-UN	550,000	TIF-UN	550,000	550,000
98	Sanitary Sewer: Pheasant Ridge Water/Sewer Connection	PW/ENG									GIF	110,000			GIF	110,000	110,000
99	Sanitary Sewer: S. Main Street Sanitary Sewer Extension	PW/ENG	SRF	330,000											SRF	330,000	1,080,000
			SA	750,000											SA	750,000	
100	Sanitary Sewer: SW Branch of Dry Run Creek Extension	PW/ENG					SRB-2026	2,310,000							SRB	2,310,000	2,310,000
101	Sidewalks/Trails: Assessment Program	PW/ENG	SA	100,000	SA	100,000	SA	100,000	SA	100,000	SA	100,000	SA	100,000	SA	600,000	600,000
102	Sidewalks/Trails: Autumn Ridge Sidewalk Infill	PW/ENG											GO 2028	65,000	GO	65,000	65,000
103	Sidewalks/Trails: Danish Drive Infill	PW/ENG											GO 2028	10,000	GO	10,000	10,000
104	Sidewalks/Trails: Devlin Circle Sidewalk Infill	PW/ENG											GO 2028	10,000	GO	10,000	10,000
105	Sidewalks/Trails: Grand Avenue Trail Infill (Bronson to Galloway)	PW/ENG											GO 2028	130,000	GO	130,000	130,000
106	Sidewalks/Trails: Lake Street Trail	PW/ENG	GO 2022	10,000											GO	10,000	10,000
107	Sidewalks/Trails: Lloyd Lane Sidewalk Infill	PW/ENG							GO 2026	45,000					GO	45,000	45,000
108	Sidewalks/Trails: Magnolia Drive Sidewalk Infill	PW/ENG											GO 2028	10,000	GO	10,000	10,000
109	Sidewalks/Trails: McClain Drive Sidewalk Infill	PW/ENG											GO 2028	100,000	GO	100,000	100,000
110	Sidewalks/Trails: Reconstruction Program	PW/ENG	GO 2024	100,000	GO 2024	100,000	GO 2026	100,000	GO 2026	100,000	GO 2028	100,000	GO 2028	100,000	GO	600,000	600,000
111	Sidewalks/Trails: Trail Oversizing	PW/ENG	CP	20,000	CP	20,000	CP	20,000	CP	20,000	CP	20,000	CP	20,000	CP	120,000	120,000
112	Sidewalks/Trails: Trail Reconstruction	PW/ENG	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	300,000	300,000
113	Sidewalks/Trails: Union Road Trail Phase II	PW/ENG	GO 2020	16,000											GO	16,000	16,000

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			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
114	Sidewalks/Trails: W. 20th Street Sidewalk Infill	PW/ENG	GO 2024	50,000											GO	50,000	50,000
115	Storm Water: Bluff St. & W. 7th St. Drainage Improvements	PW/ENG					SCF	100,000							SCF	100,000	100,000
116	Storm Water: Drainage Studies	PW/ENG	F/S	221,000											F/S	221,000	492,000
			STW	100,000	STW	21,000			STW	75,000			STW	75,000	STW	271,000	
117	Storm Water: Northern Cedar Falls Storm Sewer Extension	PW/ENG							GO 2028	480,000					GO	480,000	480,000
118	Storm Water: Slope Repair (Greenwood Cemetery)	PW/ENG	GO 2022	110,000											GO	110,000	865,000
			STW	395,000	STW	360,000									STW	755,000	
119	Storm Water: Slope Repair (W. Ridgewood Dr.)	PW/ENG	STW	415,000											STW	415,000	415,000
120	Storm Water: Storm Sewer Extension to North College Street	PW/ENG									GO 2028	10,000			GO	10,000	75,000
											STW	65,000			STW	65,000	
121	Storm Water: University Avenue Bioretention Swales/Cells	PW/ENG	STW	6,000											STW	6,000	6,000
122	Streets: Aldrich Elementary School Connections	PW/ENG	CP	821,200											CP	821,200	6,121,200
					SA	1,262,500	SA	1,100,000	SA	162,500					SA	2,525,000	
					GO 2024	1,262,500	GO 2026	1,100,000	GO 2026	162,500					GO	2,525,000	
			SCF	250,000											SCF	250,000	
123	Streets: Alley Reconstruction Program	PW/ENG	STW	85,000	STW	85,000	STW	85,000	STW	85,000	STW	85,000	STW	85,000	STW	510,000	2,620,000
			F/S	61,000											F/S	61,000	
					TIF-DT	80,000	TIF-DT	80,000	TIF-DT	80,000	TIF-DT	80,000	TIF-DT	80,000	TIF-DT	400,000	
			SCF	399,000	SCF	250,000	SCF	250,000	SCF	250,000	SCF	250,000	SCF	250,000	SCF	1,649,000	
124	Streets: Annual Street Repair Program (Resurfacing & Reconstruction)	PW/ENG	LST	4,310,000	LST	4,320,000	LST	4,320,000	LST	4,320,000	LST	3,960,000	LST	3,960,000	LST	25,190,000	28,400,000
			GO 2024	100,000	GO 2024	100,000	GO 2026	100,000	GO 2026	100,000	GO 2028	15,000	GO 2028	15,000	GO	430,000	
			SRF	250,000	SRF	250,000	SRF	250,000	SRF	250,000	SRF	250,000	SRF	250,000	SRF	1,500,000	
			SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	240,000	SCF	240,000	SCF	1,280,000	
125	Streets: Cedar Heights Drive Reconstruction	PW/ENG	F/S	170,000											F/S	170,000	196,000
			SCF	13,000											SCF	13,000	
			LST	13,000											LST	13,000	
126	Streets: Center Street Improvements (ER Total Funding = \$800,000)	PW/ENG	STW	100,000											STW	100,000	150,000
			PRIV	50,000											PRIV	50,000	
127	Streets: Greenhill Road & Coneflower Intersection Widening	PW/ENG							GO 2026	80,000					GO	80,000	930,000
											LST	61,170			LST	61,170	
											PRIV	101,830			PRIV	101,830	
											SCF	687,000			SCF	687,000	
128	Streets: Greenhill Road & South Main Street Intersection	PW/ENG	F/S	500,000											F/S	500,000	550,000
			LST	50,000											LST	50,000	
129	Streets: Greenhill Road/University Avenue Landscaping	PW/ENG											GO 2028	300,000	GO	300,000	300,000
130	Streets: Hwy 57 & Union Road Intersection Improvements	PW/ENG			SCF	225,000									SCF	225,000	1,725,000
							F/S	1,000,000							F/S	1,000,000	
							LST	500,000							LST	500,000	
131	Streets: Hwy 58 & Greenhill Road Intersection	PW/ENG									F/S	56,000,000			F/S	56,000,000	60,000,000
											LST	4,000,000			LST	4,000,000	
132	Streets: Hudson Road & Ridgeway Ave. Traffic Signal	PW/ENG	TIF-STH	210,000											TIF-STH	210,000	300,000
			SCF	45,000											SCF	45,000	
			LST	45,000											LST	45,000	
133	Streets: IANR CFU Spur Grade Crossing Removals	PW/ENG			LST	52,500	LST	125,000	LST	90,000					LST	267,500	4,700,000
					F/S	355,000	F/S	1,125,000	F/S	810,000					F/S	2,290,000	
					RR	177,500	RR	582,500	RR	465,000					RR	1,205,000	
					TIF-DT	62,500	TIF-DT	375,000	TIF-DT	375,000					TIF-DT	812,500	
					CP	62,500	CP	62,500							CP	125,000	

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			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING			
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT		
134	Streets: Main Street Reconstruction	PW/ENG	F/S	2,900,000	F/S	500,000									F/S	3,400,000	28,550,000	
			SCF	1,495,000	SCF	1,425,000	SCF	480,000							SCF	3,400,000		
			ARPA	2,650,000												ARPA		2,650,000
			STW	400,000												STW		400,000
			CFU	1,450,000	CFU	1,450,000	CFU	200,000								CFU		3,100,000
			LST	9,500,000	LST	3,000,000	LST	500,000								LST		13,000,000
			TIF-DT	2,100,000												TIF-DT		2,100,000
				GO 2024	500,000									GO	500,000			
135	Streets: Neighborhood Traffic Management Program	PW/ENG	SCF	25,000	SCF	25,000									SCF	50,000	50,000	
136	Streets: Prairie Parkway Roundabout Landscaping Improvements	PW/ENG	TIF-PP	390,000											TIF-PP	390,000	430,000	
			PRIV	40,000											PRIV	40,000		
137	Streets: Prairie Parkway & Viking Road Intersection Improvements	PW/ENG	TIF-PP	700,000	TIF-PP	3,080,000	TIF-PP	900,000							TIF-PP	4,680,000	4,680,000	
138	Streets: Ridgeway Avenue Reconstruction	PW/ENG			TIF-STH	2,600,000									TIF-STH	2,600,000	2,600,000	
139	Streets: Seal Coat Program	PW/ENG	LST	100,000	LST	100,000	LST	100,000	LST	100,000	LST	100,000	LST	100,000	LST	600,000	1,500,000	
			SCF	150,000	SCF	150,000	SCF	150,000	SCF	150,000	SCF	150,000	SCF	150,000	SCF	900,000		
140	Streets: Traffic Planning	PW/ENG			SCF	150,000	SCF	75,000	SCF	75,000	SCF	75,000	SCF	75,000	SCF	450,000	450,000	
141	Streets: Union Road Culvert Replacement	PW/ENG			GO 2024	10,000									GO	10,000	660,000	
					STW	60,000	STW	140,000							STW	200,000		
					LST		LST	200,000							LST	200,000		
					SRF	15,000	SRF	235,000							SRF	250,000		
142	Streets: Viking Road Reconstruction & Sidewalk Infill	PW/ENG	TIF-UN	4,040,000	TIF-UN	2,800,000									TIF-UN	6,840,000	8,255,000	
					LST	1,000,000									LST	1,000,000		
			GO 2024	50,000											GO	50,000		
			CFU	365,000										CFU	365,000			
143	Streets: W. 12th Street Extension	PW/ENG					SCF	570,000							SCF	570,000	1,130,000	
							PRIV	500,000							PRIV	500,000		
							CFU	60,000							CFU	60,000		
144	Streets: W. 22nd Street Reconstruction	PW/ENG			LST	400,000	LST	200,000							LST	600,000	1,600,000	
			GO 2022	60,000	GO 2024	340,000									GO	400,000		
					SCF	100,000	SCF	200,000								SCF		300,000
				TIF-CH	100,000	TIF-CH	200,000							TIF-CH	300,000			
145	Streets: W. 23rd Street Reconstruction	PW/ENG	GO 2024	340,000											GO	340,000	1,890,000	
					CFU	100,000									CFU	100,000		
					LST	140,000	LST	80,000								LST		220,000
					SCF	200,000	SCF	150,000								SCF		350,000
					UNI	560,000	UNI	320,000								UNI		880,000
146	Streets: West 27th Street Improvements	PW/ENG	SCF	200,000											SCF	200,000	2,400,000	
			SCHOOLS	1,995,000											SCHOOLS	1,995,000		
			LST	205,000											LST	205,000		
147	Streetscape: College Hill Streetscape	PW/ENG						TIF-CH	200,000	TIF-CH	400,000	TIF-CH	400,000	TIF-CH	1,000,000	1,000,000		
148	Streetscape: Downtown Streetscape & Reconstruction Phase II	PW/ENG	TIF-DT	130,000										TIF-DT	130,000	130,000		
149	Cemetery Columbariums	PW/CEM	GR	70,000	GR	70,000	GR	70,000				GR	30,000	GR	240,000	240,000		
150	Golf Course Maintenance	PW/GOLF	GIF	5,000	GIF	10,000	GIF	10,000	GIF	10,000	GIF	10,000	GIF	10,000	GIF	55,000	55,000	
151	Pheasant Ridge Cart Path Renovations	PW/GOLF					GIF	20,000			GIF	20,000		GIF	40,000	40,000		

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			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING			
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT		
152	Big Woods Campground Expansion	PW/ENG			BHC	50,000	REAP	150,000							REAP	150,000	300,000	
					BWMR	50,000									BHC	50,000		
					PRIV	50,000									BWMR	50,000		
															PRIV	50,000		
153	Big Woods Lake Cabin	PW/PARK										BHC	65,000		BHC	65,000	130,000	
												BWMR	65,000		BWMR	65,000		
154	Gold Star Family Memorial Monument	PW/PARK	PRIV	65,000	PRIV	40,000									PRIV	105,000	105,000	
155	Mini Plaza on 1st St. Historical Area - Rotary Club	PW/PARK	PRIV	75,000											PRIV	75,000	75,000	
156	Park Improvements	PW/PARK	H/M-PK	25,000	H/M-PK	30,000	H/M-PK	30,000	H/M-PK	30,000	H/M-PK	30,000	H/M-PK	30,000	H/M-PK	175,000	175,000	
157	Pickle Ball Court Maintenance	PW/PARK	GR	5,000	GR	5,000	GR	5,000	GR	5,000	GR	5,000	GR	40,000	GR	65,000	65,000	
158	Place to Play Park - Future Maintenance	PW/PARK	PRIV	6,000	PRIV	6,000	PRIV	6,000	PRIV	6,000	PRIV	6,000	PRIV	6,000	PRIV	36,000	36,000	
159	Place to Play Park Modifications	PW/PARK	PRIV	50,000											PRIV	50,000	50,000	
160	Private Property Hazardous Tree Removal	PW/PARK	SA	500,000	SA	500,000	SA	500,000	SA	500,000					SA	2,000,000	2,000,000	
161	Roundabout Landscape Improvements	PW/PARK	GR	10,000	GR	10,000	GR	10,000	GR	10,000	GR	10,000	GR	10,000	GR	60,000	60,000	
162	Seerley Park Renovation	PW/PARK	CTL	25,000	CTL	75,000	CTL	230,000							CTL	330,000	430,000	
						PRIV	40,000	PRIV	60,000						PRIV	100,000		
163	Skate Park Relocation	PW/PARK						PRIV	300,000						PRIV	300,000	300,000	
164	Street Tree Replacement	PW/PARK	H/M-PK	8,000	H/M-PK	8,000	H/M-PK	10,000	H/M-PK	10,000	H/M-PK	10,000			H/M-PK	46,000	46,000	
165	Trail Maintenance	PW/PARK	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	300,000	300,000	
166	Veterans Park Restrooms	PW/PARK										PRIV	50,000		PRIV	50,000	50,000	
167	Cedar Falls Landscape Improvements	PW/LANDSCAPE	CP	25,000	CP	25,000	CP	25,000	CP	25,000	CP	25,000	CP	25,000	CP	150,000	150,000	
168	Beach House Dehumidification System	PW/BLDG	BH	15,000											BH	15,000	15,000	
169	Building Exterior Weatherproofing - Public Buildings	PW/BLDG			GR	60,000			GR	60,000			GR	80,000	GR	200,000	200,000	
170	Community Center Flooring and Furniture	PW/BLDG	CF	6,000											CF	6,000	63,000	
			GR	57,000											GR	57,000		
171	Energy Efficiencies	PW/BLDG				GR	30,000	GR	30,000	GR	30,000	GR	30,000	GR	30,000	GR	120,000	120,000
172	LED Lighting Upgrade - Library	PW/BLDG	GR	35,000	GR	30,000									GR	65,000	65,000	
173	Library Atrium Window Replacement	PW/BLDG			CF	15,000									CF	15,000	25,000	
					GR	10,000									GR	10,000		
174	Library/Community Center Building Maintenance Projects	PW/BLDG										GO 2028	260,000	GO	260,000	260,000	260,000	
175	Library Drive-Through Book Returns	PW/BLDG	CF	3,500											CF	3,500	7,000	
			GR	3,500											GR	3,500		
176	Public Works Building Maintenance Projects	PW/BLDG			SCF	13,340	SCF	3,340	SCF	3,340	SCF	3,340	SCF	3,340	SCF	26,700	80,000	
					REF	13,330	REF	3,330	REF	3,330	REF	3,330	REF	3,330	REF	26,650		
					GR	13,330	GR	3,330	GR	3,330	GR	3,330	GR	3,330	GR	26,650		
177	Public Safety Building Maintenance Projects	PW/BLDG			GO 2024	40,000									GO	40,000	40,000	
178	Rec Center Heat Pumps	PW/BLDG	RCCIP	25,000	RCCIP	32,000	RCCIP	25,000	RCCIP	27,000	RCCIP	27,000	RCCIP	27,000	RCCIP	163,000	163,000	
179	Expanded Poly Styrene (Styrofoam) Densifier	PW/REF	REF	95,000											REF	95,000	95,000	
180	Refuse and Yard Waste Cart Tracking	PW/REF	REF	25,000											REF	25,000	25,000	
181	Security Cameras at Recycling Sites	PW/REF	REF	50,000	REF	50,000									REF	100,000	100,000	
182	SW Solid Waste Transfer Station	PW/REF								REF	1,000,000				REF	1,000,000	1,000,000	
183	Material Storage Bunkers	PW/STR						SCF	75,000						SCF	75,000	75,000	
184	Streetscape: College Hill Maintenance & Improvements	PW/STR	TIF-CH	5,000	TIF-CH	5,000	TIF-CH	5,000	TIF-CH	5,000	TIF-CH	5,000	TIF-CH	5,000	TIF-CH	30,000	30,000	

**FY24 - FY29 CAPITAL IMPROVEMENTS PROGRAM
CITY OF CEDAR FALLS, IOWA**

Item 2.

Presented to City Council/Planning & Zoning Comm:
Approved by the City Council:
Resolution Number:

2-Jan-2024

New FY24

#	PROJECT OR PROGRAM	DEPT/ DIV.	FY24		FY25		FY26		FY27		FY28		FY29		SUBTOTAL		TOTAL FUNDING AMOUNT
			FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		FUNDING		
			SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	
185	Streetscape: Downtown Maintenance & Improvements	PW/STR	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	60,000	60,000
186	Storm Water: Erosion Repair Project	PW/STR	STW	25,000	STW	25,000	STW	25,000	STW	25,000	STW	25,000	STW	25,000	STW	150,000	150,000
187	Signalized Intersection Upgrade	PW/TO	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	1,200,000	1,200,000
188	Siren Replacement	PW/TO	GR	5,000	GR	5,000	GR	5,000	GR	5,000	GR	5,000	GR	5,000	GR	30,000	30,000
189	Bulk Fluids Room Expansion	PW/VEH MAINT	VRF	100,000											VRF	100,000	100,000
190	Electric Shore Station for Patrol Vehicles	PW/VEH MAINT			VRF	50,000									VRF	50,000	50,000
191	P511 Replacement Aerial Truck	PW/VEH MAINT									GO 2028	2,100,000			GO	2,100,000	2,100,000
192	Vehicle Locators	PW/VEH MAINT			VRF	15,000	VRF	10,000							VRF	25,000	25,000
193	Building Maintenance	PW/WTR							SRF	30,000					SRF	30,000	30,000
194	Cross Connection Removal Reimbursement	PW/WTR	SRF	150,000	SRF	150,000	SRF	50,000	SRF	50,000	SRF	50,000	SRF	50,000	SRF	500,000	500,000
195	Lift Station Maintenance and Upgrades	PW/WTR	SRF	135,000	SRF	125,000	SRF	125,000	SRF	125,000	SRF	125,000	SRF	125,000	SRF	760,000	760,000
196	Nutrient Reduction Improvements	PW/WTR	SRF	60,000			SRB-2024	1,750,000	SRB-2026	30,000,000	SRB-2026	35,000,000	SRB-2026	55,000,000	SRB	121,750,000	125,660,000
			ARPA	200,000	ARPA	400,000	ARPA	3,250,000							SRF	60,000	
															ARPA	3,850,000	
197	Oak Park Sewer Replacement Project	PW/WTR	SRB-2018	900,000											SRB	900,000	900,000
198	Sanitary Sewer Infiltration & Inflow Reduction Project	PW/WTR	SRF	50,000	SRF	50,000	SRF	50,000	SRF	50,000	SRF	50,000	SRF	50,000	SRF	300,000	300,000
199	Sanitary Sewer Rehabilitation	PW/WTR	SRF	300,000	SRF	300,000	SRF	300,000	SRF	300,000	SRF	300,000	SRF	300,000	SRF	1,800,000	1,800,000
200	Sartori Trust Farm Improvements	PW/WTR							HT	20,000					HT	20,000	20,000
201	Sewershed Studies	PW/WTR					SRF	80,000	SRF	80,000	SRF	80,000			SRF	240,000	240,000
202	TV Van Upgrades	PW/WTR					SRF	250,000							SRF	250,000	250,000
203	UV Disinfection Bulb Replacement	PW/WTR									SRF	80,000			SRF	80,000	80,000
204	AED	PSS/FIRE					GR	15,000					GR	25,000	GR	40,000	40,000
205	Bunker Gear, Replacement of Pass Devices and Volunteer Equipment	PSS/FIRE	GO 2024	63,000	GO 2024	45,000	GO 2026	45,000	GO 2026	45,000	GO 2028	45,000	GO 2028	45,000	GO	288,000	288,000
206	Fire Hose	PSS/FIRE			GR	6,000	GR	12,000	GR	6,000	GR	12,000	GR	7,000	GR	43,000	43,000
207	Hazardous Material Upgrade	PSS/FIRE			GR	8,000							GR	10,000	GR	18,000	18,000
208	Replacement of Thermal Imaging Units	PSS/FIRE	GR	18,760	GR	10,000							GR	12,000	GR	40,760	40,760
209	SCBA Replacement	PSS/FIRE							GO 2026	98,010					GO	98,010	392,040
									FF	294,030					FF	294,030	
210	Technical Rescue Equipment and SCBA	PSS/FIRE	GO 2024	10,000	GO 2024	7,000	GO 2026	7,000	GO 2026	10,000	GO 2028	7,000	GO 2028	8,000	GO	49,000	49,000
211	Ballistic Vests Replacements	PSS/POLICE	PF	7,000	PF	7,000					PF	7,000			PF	21,000	103,000
			F/S	7,000	F/S	7,000	F/S	14,000	F/S	18,000	F/S	18,000	F/S	18,000	F/S	82,000	
212	Equipment Reserve	PSS/POLICE	GR	11,000	GR	11,000	GR	13,000	GR	13,000	GR	15,000	GR	15,000	GR	78,000	78,000
213	Forensic Cellphone & Tablet Equipment	PSS/POLICE	GR	5,000			GR	10,000			GR	10,000			GR	25,000	25,000
214	In Car Camera/Body Cameras	PSS/POLICE	GR	140,000	GR	140,000	GR	140,000	GR	140,000	GR	140,000	GR	140,000	GR	840,000	840,000
215	Lab and Investigative Equipment	PSS/POLICE			GR	12,000			GR	13,000			GR	15,000	GR	40,000	40,000
216	Radar	PSS/POLICE	GR	12,000	GR	12,000	GR	12,000	GR	8,000	GR	8,000	GR	12,000	GR	64,000	64,000
217	Firearms, TASERS, Less-Lethal Systems	PSS/POLICE	GR	10,000			GR	10,000	GR	10,000	GR	10,000	GR	10,000	GR	50,000	125,000
					GO 2026	75,000									GO	75,000	
FY24-29 CIP TOTAL				\$87,733,630		\$72,735,470		\$56,196,950		\$55,216,020		\$120,457,470		\$76,863,030		\$469,202,570	\$469,202,570

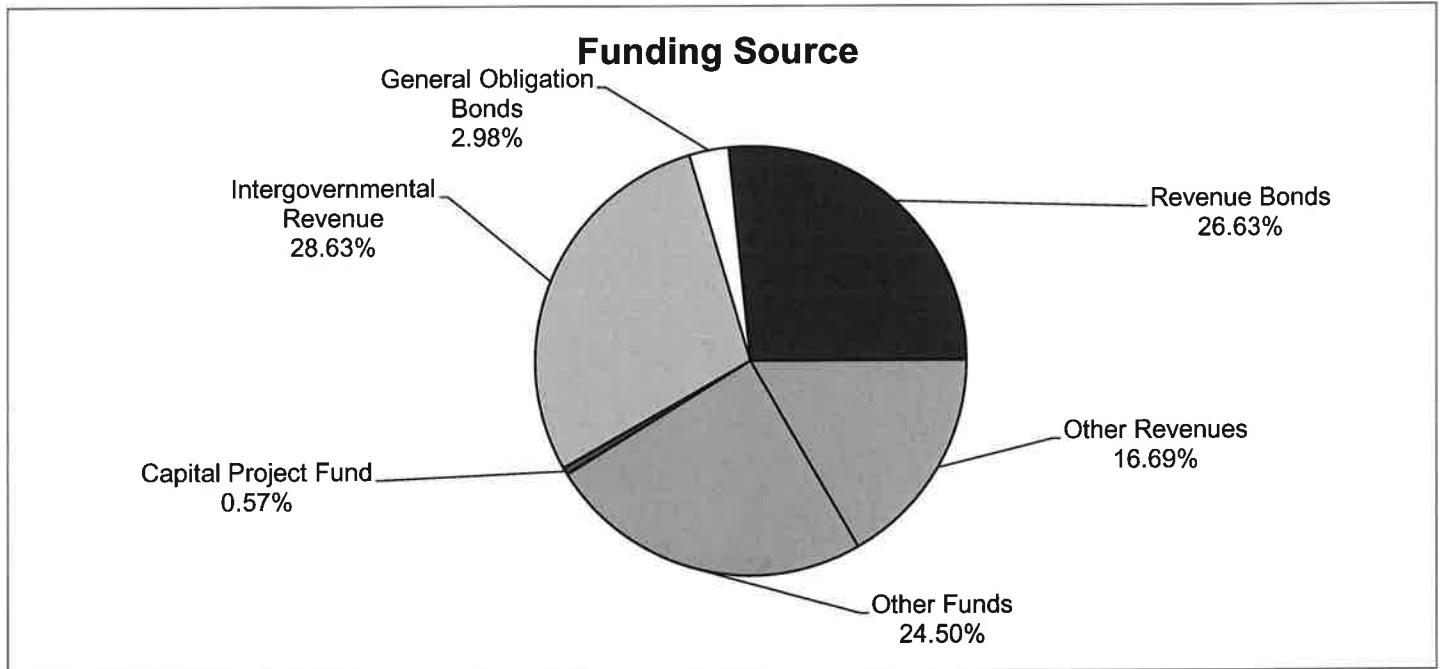
	FY24	FY25	FY26	FY27	FY28	FY29	TOTAL	
ACB --- Art Culture Board	14,050	7,500	7,500	7,500	7,500	0	44,050	--- ACB
ARPA --- American Rescue Plan Act	2,850,000	400,000	3,250,000	0	0	0	6,500,000	--- ARPA *
BH --- Beach House Escrow	15,000	0	0	0	0	0	15,000	--- BH
BHC --- Black Hawk County	0	200,000	0	0	0	65,000	265,000	--- BHC *
BHCG --- Black Hawk County Gaming Grant	300,000	2,100,000	0	750,000	750,000	0	3,900,000	--- BHCG *
BWMR --- Big Woods Maintenance Revenue	0	50,000	0	0	0	65,000	115,000	--- BWMR
CDBG --- Community Development Block Grant	204,450	177,450	177,450	177,450	177,450	187,450	1,101,700	--- CDBG *
CF --- Community Foundation	112,500	15,000	0	0	805,000	0	932,500	--- CF *
CFU --- Cedar Falls Utility	1,815,000	1,550,000	260,000	0	0	0	3,625,000	--- CFU *
CIF --- Cultural Improvement Fund	980	0	180,000	0	0	0	180,980	--- CIF
CMS --- Community Main Street	0	0	0	0	0	0	0	--- CMS *
CP --- Capital Projects	1,311,600	443,500	272,500	210,000	210,000	210,000	2,657,600	--- CP
CTF --- Cable Television Fund	185,000	235,000	215,000	140,000	100,000	100,000	975,000	--- CTF
CTL --- Cell Tower Lease	175,000	225,000	380,000	75,000	115,000	175,000	1,145,000	--- CTL
DPR --- Data Processing Receipts	1,167,050	635,500	856,000	875,000	856,000	661,000	5,050,550	--- DPR
DR --- Data Processing Cash Reserves	0	0	0	0	0	0	0	--- DR
EDF --- Economic Development Fund	530,000	4,280,000	5,355,000	605,000	1,630,000	30,000	12,430,000	--- EDF
ER --- Emergency Reserve	1,700,000	0	0	0	0	0	1,700,000	--- ER
FF --- Assist to FF Grant	0	0	0	294,030	0	0	294,030	--- FF *
FRIEND --- Friends of the Public Library & Hearst	7,500	7,500	7,500	7,500	7,500	0	37,500	--- FRIEND *
F/S --- Federal or State Funding	4,276,400	7,242,420	2,139,000	1,503,000	56,693,000	118,000	71,971,820	--- F/S *
GFS --- General Fund Savings	2,500,000	4,000,000	0	0	1,450,000	0	7,950,000	--- GFS
GIF --- Golf Improvement Fund	50,000	10,000	80,000	10,000	490,000	10,000	650,000	--- GIF
GO 2020 --- General Obligation Bond	16,000	0	0	0	0	0	16,000	--- GO 2020
GO 2022 --- General Obligation Bond	788,550	0	70,000	0	0	0	858,550	--- GO 2022
GO 2024 --- General Obligation Bond	1,059,000	2,844,500	75,000	0	0	0	3,978,500	--- GO 2024
GO 2026 --- General Obligation Bond	0	75,000	2,437,000	880,510	610,000	0	4,002,510	--- GO 2026
GO 2028 --- General Obligation Bond	0	0	0	480,000	3,653,250	973,000	5,106,250	--- GO 2028
GR --- General Revenue	593,260	639,630	593,730	515,830	323,330	469,330	3,135,110	--- GR
HCV --- Section 8	5,000	0	0	0	0	5,000	10,000	--- HCV *
H/M --- Hotel/Motel Tax Receipts	0	0	0	0	0	0	0	--- H/M
H/M-PK --- Hotel/Motel Tax Receipts-Parks	103,000	38,000	40,000	40,000	40,000	180,000	441,000	--- H/M-PK
H/M-TR --- Hotel/Motel Tax Receipts-Trails	100,000	100,000	100,000	100,000	100,000	100,000	600,000	--- H/M-TR
H/M-VT --- Hotel/Motel Tax Receipts-Visitor & Tourism	0	0	88,000	42,000	0	0	130,000	--- H/M-VT
HOME --- HOME Investment Partnerships Program	90,000	90,000	90,000	90,000	90,000	90,000	540,000	--- HOME *
HT --- Health Trust	0	0	37,500	57,500	0	0	95,000	--- HT
LST --- Local Sales Tax (LST)	14,363,000	10,052,500	6,025,000	4,710,000	8,121,170	4,060,000	47,331,670	--- LST
MET --- MET Transit	0	15,000	0	15,000	0	15,000	45,000	--- MET *
NFG --- National Fitness Grant	0	0	0	0	30,000	0	30,000	--- NFG *
PF --- Police Forfeiture	7,000	7,000	0	0	7,000	0	21,000	--- PF
PMF --- Parking Meter Fund	0	0	0	0	0	0	0	--- PMF
PRIV --- Private Contribution	3,411,000	651,000	591,000	1,206,000	1,967,830	6,000	7,832,830	--- PRIV *
RCCIP --- Recreation Center Capital	1,490,000	216,500	79,500	132,000	149,500	62,000	2,129,500	--- RCCIP
RCRG --- Rec Relief Grant	0	0	0	0	0	0	0	--- RCRG
REAP --- Resource Enhancement & Protection	0	0	150,000	0	0	0	150,000	--- REAP*
REF --- Refuse Fund	794,850	188,330	203,330	203,330	1,203,330	203,330	2,796,500	--- REF
RR --- Railroad CN	0	177,500	562,500	465,000	0	0	1,205,000	--- RR *
SA --- Special Assessment	1,350,000	1,862,500	1,700,000	762,500	100,000	100,000	5,875,000	--- SA *
SBPF --- Softball Player Fund	3,000	3,000	110,000	3,000	83,000	3,000	205,000	--- SBPF
SCF --- Street Construction Fund	4,229,200	3,218,340	2,888,340	1,723,340	2,115,340	1,573,340	15,747,900	--- SCF
SCHOOLS --- School	10,095,000	4,500	4,500	0	0	250,000	10,354,000	--- SCHOOLS *
SRB-2018 --- Sewer Revenue Bond - 2018	900,000	0	0	0	0	0	900,000	--- SRB-2018
SRB-2024 --- Sewer Revenue Bond - 2024	0	0	1,750,000	0	0	0	1,750,000	--- SRB-2024
SRB-2026 --- Sewer Revenue Bond - 2026	0	0	2,310,000	30,000,000	35,000,000	55,000,000	122,310,000	--- SRB-2026
SRF --- Sanitary Sewer Rental Fund	1,305,000	1,145,000	1,405,000	950,000	1,000,000	840,000	6,645,000	--- SRF
STW --- Storm Water Fund	1,656,000	681,000	280,000	215,000	205,000	215,000	3,252,000	--- STW
TIF-CH --- Tax Increment Financing - College Hill	609,450	171,600	221,600	205,000	523,780	523,780	2,255,210	--- TIF-CH
TIF-DT --- Tax Increment Financing - Downtown	4,092,470	2,249,650	2,212,150	1,962,400	1,419,760	1,378,570	13,335,000	--- TIF-DT
TIF-UN --- Tax Increment Financing - Unified Industrial Park	4,631,650	2,853,390	34,180	30,630	21,230	571,230	8,142,310	--- TIF-UN
TIF-PP --- Tax Increment Financing - Pinnacle Prairie	1,090,000	3,080,000	900,000	0	0	0	5,070,000	--- TIF-PP
TIF-STH --- Tax Increment Financing - South Cedar Falls	210,000	4,210,000	1,965,000	650,000	0	8,223,000	15,258,000	--- TIF-STH
TIF-SWCF --- Tax Increment Financing - Southwest Cedar Falls	0	0	410,000	4,700,000	0	0	5,110,000	--- TIF-SWCF
TRC --- Tourism Cash Reserves	415,000	74,500	32,500	2,500	2,500	0	527,000	--- TRC
UNI --- University of Northern Iowa	16,666,670	15,981,160	15,241,170	0	0	0	47,889,000	--- UNI *
VRF --- Vehicle Rental Fees	445,000	527,000	410,000	400,000	400,000	400,000	2,582,000	--- VRF
TOTALS:	\$87,733,630	\$72,735,470	\$56,196,950	\$55,216,020	\$120,457,470	\$76,863,030	\$469,202,570	TOTAL
GO-2020 Amounts	16,000	0	0	0	0	0	16,000	GO-2020 Bond
GO-2022 Amounts	788,550	0	70,000	0	0	0	858,550	GO-2022 Bond
GO-2024 Amounts	1,059,000	2,844,500	75,000	0	0	0	3,978,500	GO-2024 Bond
GO-2026 Amounts	0	75,000	2,437,000	880,510	610,000	0	4,002,510	GO-2026 Bond
GO-2028 Amounts	0	0	0	480,000	3,653,250	973,000	5,106,250	GO-2028 Bond
SRB-2018	900,000	0	0	0	0	0	900,000	SRB-2018
SRB-2024	0	0	1,750,000	0	0	0	1,750,000	SRB-2024
SRB-2026	0	0	2,310,000	30,000,000	35,000,000	55,000,000	122,310,000	SRB-2026
Capital Projects:	1,311,600	443,500	272,500	210,000	210,000	210,000	2,657,600	Capital Projects
Bonds/CapProj:	\$4,075,150	\$3,363,000	\$6,914,500	\$31,570,510	\$39,473,250	\$56,183,000	\$141,579,410	Bond/Capital Projects Total

* These funds are not direct funds of the City but are revenue sources from an outside entity.

**FY24 - FY29 CAPITAL IMPROVEMENTS PROGRAM SUMMARY
CITY OF CEDAR FALLS**

EXPENDITURES	FY24	FY25	FY26	FY27	FY28	FY29	TOTAL
Finance & Business Operations	\$6,827,070	\$8,853,040	\$10,777,330	\$8,803,030	\$5,945,770	\$11,577,580	\$52,783,820
Community Development	36,663,600	30,595,430	18,345,620	3,794,950	7,721,700	1,155,450	\$98,276,750
Public Works	43,959,200	32,947,000	26,796,000	41,963,000	106,518,000	63,813,000	\$315,996,200
Public Safety Services	283,760	340,000	278,000	655,040	272,000	317,000	\$2,145,800
TOTAL	\$87,733,630	\$72,735,470	\$56,196,950	\$55,216,020	\$120,457,470	\$76,863,030	\$469,202,570

FUNDING SOURCES	FY24	FY25	FY26	FY27	FY28	FY29	TOTAL
Other Funds	\$33,920,030	\$32,074,960	\$28,167,070	\$5,922,500	\$10,123,000	\$4,757,000	\$114,964,560
Capital Project Fund	1,311,600	443,500	272,500	210,000	210,000	210,000	\$2,657,600
Intergovernmental Revenue	22,298,850	20,584,870	12,471,950	8,171,480	66,008,620	4,805,450	\$134,341,220
General Obligation Bonds	1,863,550	2,919,500	2,582,000	1,360,510	4,263,250	973,000	\$13,961,810
Revenue Bonds	900,000	0	4,060,000	30,000,000	35,000,000	55,000,000	\$124,960,000
Other Revenues	27,439,600	16,712,640	8,643,430	9,551,530	4,852,600	11,117,580	\$78,317,380
TOTAL	\$87,733,630	\$72,735,470	\$56,196,950	\$55,216,020	\$120,457,470	\$76,863,030	\$469,202,570



12/19/23

**FY24-29 CIP
Revenue Change Projections**

			Projected Revenue Change	
Fiscal Year	Committed Debt Service	Payment Include FY24- 29 CIP	Amount	Percent
24	1,471,350	1,471,350	409,600	1.73%
25	1,466,500	1,864,072	392,722	1.63%
26	1,470,200	1,915,069	50,997	0.21%
27	1,175,350	2,031,040	115,972	0.47%
28	1,175,000	2,081,542	50,501	0.20%
29	803,300	2,240,833	159,291	0.64%
30	810,000	2,320,706	79,874	0.32%

1. Proposed issuance of \$3,978,500 in FY24, \$4,002,510 in FY26 and \$5,106,250 in FY28.

Each bond sale is assumed to be for ten years at a 3.0 percent interest rate. The interest on the bond sales during the issue year is assumed to be capitalized out of the bond sale amounts.

2. The percentage change is based on the previous year's total property tax askings. There is no taxable growth factored in.

12/19/23

**FY24-29 CIP
Revenue Change Projections**

Fiscal Year	Percent Change	Change in City Tax Rate	Projected City Tax Rate (Per \$1,000)	City Taxes Paid on a \$100,000 Home
24	1.73%	0.1989	\$11.40	\$623.01
25	1.63%	0.1857	\$11.59	\$633.16
26	0.21%	0.0241	\$11.61	\$634.48
27	0.47%	0.0548	\$11.66	\$637.47
28	0.20%	0.0239	\$11.69	\$638.78
29	0.64%	0.0753	\$11.76	\$642.90
30	0.32%	0.0378	\$11.80	\$644.96

1. The percentage change is based on the previous year's total property tax askings. There is no taxable growth factored in.
2. The cumulative effect of the revenue changes needed to finance the FY24-29 CIP is a 2.15% percent increase or \$93.68 more in property taxes paid on an existing \$100,000 home from FY24-FY29.

**FY24 - 29 CIP
Debt Limit Projections - All G.O. Debt
(Assumes \$0 in Taxable Value Growth)**

Fiscal Year (Start)	Current Principal Outstanding	Proposed Net Debt Incurred	New Principal Outstanding	Percent of Current Debt Limit
24	13,915,000	3,978,500	17,893,500	9.42%
25	11,805,000	3,700,283	15,505,283	8.16%
26	9,630,000	7,368,933	16,998,933	8.95%
27	7,380,000	6,734,311	14,114,311	7.43%
28	5,360,000	11,136,049	16,496,049	8.68%
29	3,285,000	10,032,598	13,317,598	7.01%
30	2,585,000	8,822,869	11,407,869	6.01%

**FY24 - 29 CIP
Debt Limit Projections
All G.O. Debt Less Direct Revenue Supported Debt**

Fiscal Year (Start)	Current Principal Outstanding	Proposed Net Debt Incurred	New Principal Outstanding	Percent of Current Debt Limit
24	8,960,000	3,978,500	12,938,500	6.81%
25	7,785,000	3,700,283	11,485,283	6.05%
26	6,575,000	7,368,933	13,943,933	7.34%
27	5,320,000	6,734,311	12,054,311	6.35%
28	4,320,000	11,136,049	15,456,049	8.14%
29	3,285,000	10,032,598	13,317,598	7.01%
30	2,585,000	8,822,869	11,407,869	6.01%

City of Cedar Falls Capital Improvement Program

CIP Number: 1

Department:
Administration

Division:
Economic Development

Project Number:

Project Description:
Annual TIF Tax Rebates
Estimated annual tax rebates to companies per previously approved development agreements. A tax rebate is offered to a company in exchange for the company to build a new building or an addition to an existing building which increases the taxable valuation and tax base within the city.



Operations and Maintenance Impact on Budget:
Current:

Long-Term:
Expenses incurred with this project will be repaid using TIF funds from the TIF districts in which the project is located.

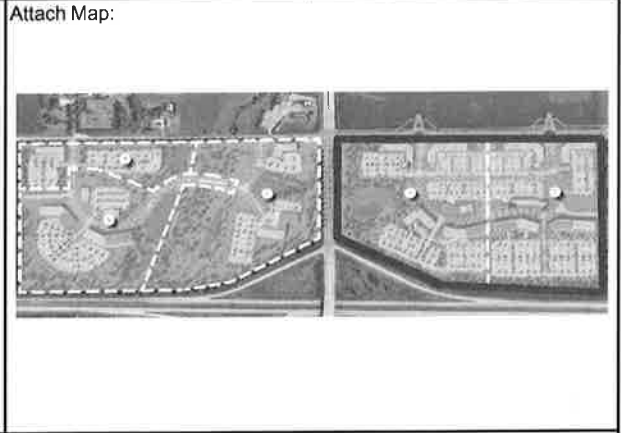
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
TIF Rebates	1,758,570	1,650,540	1,631,330	1,548,030	1,469,770	1,428,580	9,486,820
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	1,758,570	1,650,540	1,631,330	1,548,030	1,469,770	1,428,580	9,486,820
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
TIF - Unified	91,650	53,390	34,180	30,630	21,230	21,230	252,310
TIF - College Hill	64,450				118,780	118,780	302,010
TIF - Downtown	1,602,470	1,597,150	1,597,150	1,517,400	1,329,760	1,288,570	8,932,500
							-
							-
							-
Total Source	1,758,570	1,650,540	1,631,330	1,548,030	1,469,770	1,428,580	9,486,820
Funding Source:	Project Schedule		Start	Finish			
		Design					
TIF-UN	252,310	Land/Right of Way					
TIF-CH	302,010	Utility Relocation					
TIF-DT	8,932,500	Construction					
		Other:					
Total	\$9,486,820	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number: 2

Department: Administration Division: Economic Development Project Number:

Project Description:
Gibson Property Development - Phase I-II
 The City of Cedar Falls acquired approximately 157 acres of land near the intersection of Hudson Road and U.S. Highway 20 from the Gibson family for the purpose of future development. Phase I-II of the project would include platting of the property into lots, utility design and installation, and roadway design and installation for Phase I-II.



Operations and Maintenance Impact on Budget:
Current:
 Expenses for this project will initially be paid by Economic Development Funds then will be certified as TIF debt within the South Cedar Falls Urban Renewal Area (TIF District).
Long-Term:
 Growth within the South Cedar Falls Urban Renewal Area will increase property tax revenues and job opportunities.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Installation		1,100,000	1,100,000				2,200,000
Construction		325,000	325,000				650,000
Landscaping/Amenities			450,000				450,000
Equipment & Furnish							-
Signage				350,000			350,000
Total Costs	-	1,425,000	1,875,000	350,000	-	-	3,650,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
TIF - (South Cedar Falls)	-	1,425,000	1,875,000	350,000	-		3,650,000
							-
							-
							-
							-
Total Source	-	1,425,000	1,875,000	350,000	-	-	3,650,000
Funding Source:		Project Schedule		Start		Finish	
TIF-STH	3,650,000	Design		FY25			
		Land/Right of Way					
		Utility Installation		FY25		FY26	
		Construction		FY25		FY26	
		Landscaping/Amenities		FY26		FY26	
		Signage		FY27		FY27	
Total	3,650,000	Total Project		FY25		FY27	

City of Cedar Falls Capital Improvement Program

CIP Number: 3

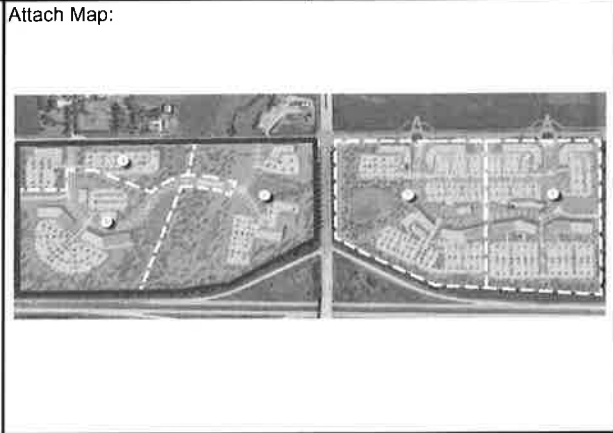
Department:
Administration

Division:
Economic Development

Project Number:

Project Description:
Gibson Property Development - Phase III-V

The City of Cedar Falls acquired approximately 157 acres of land near the intersection of Hudson Road and U.S. Highway 20 from the Gibson family for the purpose of future development. Phases III through V of the project would include utility design and installation, and roadway design and installation for Phases III through V.



Operations and Maintenance Impact on Budget:
Current:
Expenses for this project will initially be paid by Economic Development Funds then will be certified as TIF debt within the South Cedar Falls Urban Renewal Area (TIF District).
Long-Term:
Growth within the South Cedar Falls Urban Renewal Area will increase property tax revenues and job opportunities.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Installation						3,775,000	3,775,000
Construction						1,820,000	1,820,000
Landscaping/Amenities						750,000	750,000
Streambank Rest.						1,800,000	1,800,000
Signage						78,000	78,000
Total Costs	-	-	-	-	-	8,223,000	8,223,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
TIF - (South Cedar Falls)	-		-	-	-	8,223,000	8,223,000
							-
							-
							-
							-
Total Source	-	-	-	-	-	8,223,000	8,223,000

Funding Source:	Project Schedule	Start	Finish
TIF-STH	8,223,000		
	Design		
	Land/Right of Way		
	Utility Installation	FY29	FY30
	Construction	FY29	FY30
	Landscaping/Amenities	FY29	FY30
	Signage		
Total	8,223,000	Total Project	FY29
			FY30

City of Cedar Falls Capital Improvement Program		CIP Number: 4
Department: Administration	Division: Economic Development	Project Number:

Project Description:

Industrial Park Expansion (Phase I)

The City of Cedar Falls has completed the expansion of the West Viking Road Industrial Park and development of the Northern Cedar Falls Industrial Park. With that, the City recently acquired 200 acres of ground to continue the expansion of the West Viking Road Industrial Park. This project would begin phase I of the industrial park expansion project, which will include mass grading of the entire portion of land, and utility extensions and roadway construction for the first phase of development.



Operations and Maintenance Impact on Budget:

Current:
This expense will be initially paid by Economic Development Funds then will be certified as TIF debt within the Unified Highway 58 Corridor Urban Renewal Plan (TIF District).

Long-Term:
Industrial Park growth will increase property tax revenues and job opportunities.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right-of-Way							-
Utility Relocation							-
Construction	500,000						500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	500,000	-	-	-	-	-	500,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
TIF - Unified	500,000			-			500,000
							-
							-
Total Source	500,000	-	-	-	-	-	500,000
Funding Source:		Project Schedule		Start		Finish	
TIF - UN	500,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY23		FY24	
		Other:					
Total	\$500,000	Total Project		FY20		FY24	

City of Cedar Falls Capital Improvement Program

CIP Number: 5
 Project Number:

Department:
Administration

Division:
Economic Development

Project Description:
Industrial Park Expansion (Phase II)
 The City of Cedar Falls has completed the expansion of the West Viking Road Industrial Park and development of the Northern Cedar Falls Industrial Park. With that, the City recently acquired 200 acres of ground to continue the expansion of the West Viking Road Industrial Park. This project would plan for the design and construction of infrastructure of future phases of the industrial park expansion project when they are ready to be developed.



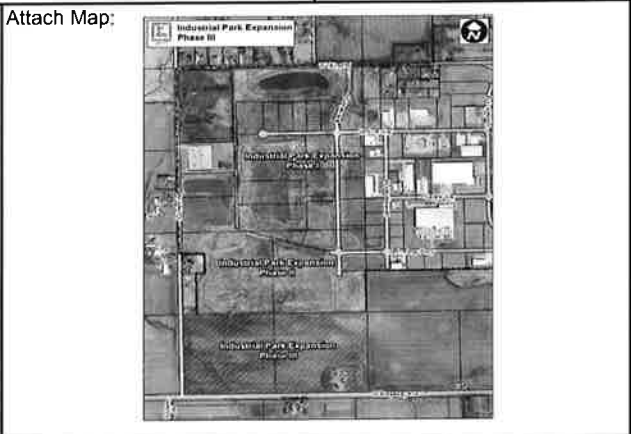
Operations and Maintenance Impact on Budget:
 Current:
 This expense will be paid by Economic Development Funds.
 Long-Term:
 Industrial Park growth will increase property tax revenues and job opportunities.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right-of-Way							-
Utility Relocation							-
Construction		3,000,000					3,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	3,000,000	-	-	-	-	3,000,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Economic Dev. Fund		3,000,000		-			3,000,000
							-
							-
Total Source	-	3,000,000	-	-	-	-	3,000,000

Funding Source:	Project Schedule	Start	Finish
EDF	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY25	FY25
	Other:		
Total	Total Project	FY25	FY25

City of Cedar Falls Capital Improvement Program		CIP Number:
Department: Administration	Division: Economic Development	Project Number:

Project Description:
Industrial Park Expansion (Phase III)
 The City of Cedar Falls recently acquired 200 acres adjacent to the West Viking Road Industrial Park to continue its industrial park expansion. The development of that property has already begun. In 2023, the City acquired an additional 76 acres located adjacent to this 200 acre expansion area to again prepare the City for future industrial park growth. This project would plan for the development of this property, which would include design and construction of infrastructure to serve this area when it is ready to be developed.



Operations and Maintenance Impact on Budget:
Current:
 This expense will be initially paid by Economic Development Funds then will be certified as TIF debt within the Southwest Cedar Falls Urban Renewal Area (TIF District).
Long-Term:
 Industrial park growth will increase property tax revenues and job opportunities.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design			410,000				410,000
Land/Right of Way							-
Sewer Extension				600,000			600,000
Construction				4,100,000			4,100,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	410,000	4,700,000	-	-	5,110,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Southwest CF			410,000	4,700,000			5,110,000
							-
							-
							-
Total Source	-	-	410,000	4,700,000	-	-	5,110,000
Funding Source:			Project Schedule		Start		Finish
TIF - Southwest CF	5,110,000		Design		FY26		FY26
			Land/Right of Way				
			Sewer Extension		FY27		FY27
			Construction		FY27		FY27
			Other:				
Total	\$5,110,000		Total Project				

City of Cedar Falls Capital Improvement Program		CIP Number: 7
Department: Administration	Division: Economic Development	Project Number:

Project Description:

Industrial Park Land Acquisition

The City of Cedar Falls has completed the expansion of the West Viking Road Industrial Park and development of the Northern Cedar Falls Industrial Park. As both of these parks grow, staff is continually exploring future possible land acquisitions to promote economic development and insure adequate available sites. Specific parcels and final land acquisition costs have not yet been determined.



Operations and Maintenance Impact on Budget:

Current:
No specific acquisitions have been identified. Future land acquisition costs will be determined as land becomes available. This expense will be initially paid by Economic Development Funds.

Long-Term:
Industrial Park growth will increase property tax revenues and job opportunities.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right-of-Way			4,000,000		1,500,000		5,500,000
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	4,000,000	-	1,500,000	-	5,500,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Economic Dev. Fund		-	4,000,000	-	1,500,000	-	5,500,000
							-
							-
Total Source	-	-	4,000,000	-	1,500,000	-	5,500,000

Funding Source:	Project Schedule	Start	Finish
EDF	Design		
	Land/Right of Way	FY24	FY29
	Utility Relocation		
	Construction		
	Other:		
Total	Total Project	FY24	FY29

City of Cedar Falls Capital Improvement Program

CIP Number: 8

Department:
Administration

Division:
Economic Development

Project Number:
SU-00-1910

Project Description:

Northern Industrial Park: Insurance and Maintenance

With the completion of the Northern Cedar Falls Industrial Park, the City is required to carry annual liability insurance on the City owned rail spur to comply with CN Railroad requirements. This will be an annual expense that is eligible to be reimbursed through the Unified TIF District.



Operations and Maintenance Impact on Budget:
Current:
This expense will be paid annually by the Economic Development Funds.

Long-Term:
Expenses incurred for insurance and maintenance will be reimbursed through the TIF District.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Total Costs	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Economic Dev. Fund	30,000	30,000	30,000	30,000	30,000	30,000	180,000
							-
							-
Total Source	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Funding Source:	Project Schedule		Start		Finish		
EDF	180,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other: (Insurance)		Annual		Annual	
Total	\$180,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program		CIP Number: 9
Department: Finance & Business Operations	Division: Administration	Project Number:

Project Description:

Bond Fees

Bond fees pay for the financial and legal costs of the sale of general obligation bonds.



Operations and Maintenance Impact on Budget:

Current:
Paid with bond proceeds.

Long-Term:
There will be an effect on the Operating Budget via debt service payment fluctuations.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	50,000		50,000		50,000		150,000
Total Costs	50,000	-	50,000	-	50,000	-	150,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond	50,000		50,000		50,000		150,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
							-
							-
							-
							-
							-
Total Source	50,000	-	50,000	-	50,000	-	150,000
Funding Source:		Project Schedule		Start		Finish	
GO Bond	150,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other: Coordinated					
		with bond sale					
Total	\$150,000	Total Project					

City of Cedar Falls Capital Improvement Program		CIP Number: 1
Department: Finance & Business Operations	Division: Administration	Project Number:

Project Description:
Vehicle Replacement Program
 These are projected capital costs for equipment replacement paid from the Vehicle Replacement Fund through the annual amortization of vehicles owned by each fund or division. Also included are large equipment purchases for the street, sewer, and refuse funds, which are paid for from these user fees accordingly.



Operations and Maintenance Impact on Budget:
Current:
 The Vehicle Replacement Program has resulted in a savings in the operating budget due to less repair and maintenance required on new equipment. Vehicle replacement costs are allocated back to operating budgets based on vehicle usage.
Long-Term:
 Departments which are effective in extending vehicle life successfully reduce O/M costs prorated to them.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	2,162,050	942,000	1,085,000	1,085,000	1,085,000	1,085,000	7,444,050
Other							-
Total Costs	2,162,050	942,000	1,085,000	1,085,000	1,085,000	1,085,000	7,444,050
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Vehicle Replacement	345,000	462,000	400,000	400,000	400,000	400,000	2,407,000
Sewer Rental Fund	-	225,000	35,000	35,000	35,000	35,000	365,000
Street Const. Fund	1,192,200	75,000	450,000	450,000	450,000	450,000	3,067,200
Refuse Fund	624,850	125,000	200,000	200,000	200,000	200,000	1,549,850
Cable TV	-	55,000	-	-	-	-	55,000
Total Source	2,162,050	942,000	1,085,000	1,085,000	1,085,000	1,085,000	7,444,050
Funding Source:	Project Schedule		Start		Finish		
VRF	2,407,000	Design					
SCF	3,067,200	Land/Right of Way					
SRF	365,000	Utility Relocation					
REF	1,549,850	Construction					
CTF	55,000	Other:		Annual		Annual	
Total	7,444,050	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program

CIP Number: _____

Department:
Finance & Business Operations

Division:
Information Systems/Cable TV

Project Number: _____

Project Description:

Broadcast Lenses

Broadcast lenses are needed each year for FY24-FY26 to keep up with current technology.



Operations and Maintenance Impact on Budget:
Current:
Cable TV Cash Reserves & yearly revenues will be used for these purchases.

Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Design							-	
Land/Right of Way							-	
Utility Relocation							-	
Broadcast Lenses	30,000	80,000	45,000				155,000	
Equipment							-	
Other							-	
Total Costs	30,000	80,000	45,000	-	-	-	155,000	
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Gen. Obligation Bond							-	
Federal/State Funding							-	
Cable TV Cash Reserves	30,000	80,000	45,000				155,000	
Capital Projects							-	
Cable TV Fund							-	
							-	
							-	
							-	
							-	
Total Source	30,000	80,000	45,000	-	-	-	155,000	
Funding Source:	Project Schedule			Start		Finish		
CTF	155,000	Design						
		Land/Right of Way						
		Utility Relocation						
		Construction						
		Other:			FY24		FY26	
Total	\$155,000	Total Project						

City of Cedar Falls Capital Improvement Program

CIP Number: 10

Department:
Finance & Business Operations

Division:
Information Systems/Cable TV

Project Number:

Project Description:
Cable TV Equipment Upgrades/Replacement
General Yearly Equipment Upgrades/Replacement



Operations and Maintenance Impact on Budget:
Current:
These funds will come from annual Cable TV revenues through franchise fees.
Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Equipment 93-01	100,000	100,000	100,000	100,000	100,000	100,000	600,000
							-
Other							-
Total Costs	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Cable TV Fund	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Cable TV Reserves							-
							-
							-
							-
							-
Total Source	100,000	100,000	100,000	100,000	100,000	100,000	600,000

Funding Source:	Project Schedule	Start	Finish
CTF 600,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:		
Total	Total Project	Annual	Annual

City of Cedar Falls Capital Improvement Program

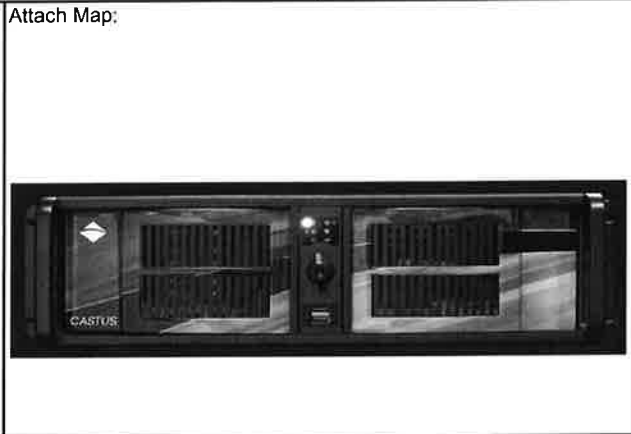
CIP Number: 1

Department:
Finance & Business Operations

Division:
Information Systems/Cable TV

Project Number:

Project Description:
Master Control Server
FY24 Master Control Server, Playback & Control System



Operations and Maintenance Impact on Budget:
Current:
Cable TV Cash Reserves will be used for these purchases.

Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Video Server	55,000						55,000
Equipment							-
Other							-
Total Costs	55,000	-	-	-	-	-	55,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Cable TV Cash Reserves	55,000						55,000
Capital Projects							-
Cable TV Fund							-
							-
							-
							-
							-
Total Source	55,000	-	-	-	-	-	55,000
Funding Source:	Project Schedule		Start	Finish			
Cable TV Fund	55,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY24			FY24
Total	\$55,000	Total Project					

City of Cedar Falls Capital Improvement Program		CIP Number:
Department: Finance & Business Operations	Division: Information Systems/Cable TV	Project Number:


Project Description:
Video Switcher/Replay replacement
FY26 Video Switcher & Replay replacement for the Production Truck. FY27 Video Switcher replacement for the studio.




Operations and Maintenance Impact on Budget:
Current:
Cable TV Revenues and the Cable TV Fund studio and equipment budget will be used for these purchases.

Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Video Switcher			40,000	40,000			80,000
Video Replay			30,000				30,000
Equipment							-
Other							-
Total Costs	-	-	70,000	40,000	-	-	110,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Cable TV Cash Reserves			70,000	40,000			110,000
Capital Projects							-
Cable TV Fund							-
							-
							-
							-
Total Source	-	-	70,000	40,000	-	-	110,000
Funding Source:			Project Schedule		Start	Finish	
CTF	110,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$110,000	Total Project					

City of Cedar Falls Capital Improvement Program						CIP Number	16
Department: Finance & Business Operations		Division: Information Systems			Project Number:		
Project Description: Camera's Camera installation, maintenance and replacements. FY 25 - New server for Addl cameras in Hearst and Rec Center, new cameras along W27th Street & Main Street FY26 - Cameras on Main Street and Cedar River Recreation area Other areas prioritized by Police will be placed as the budget allows include: 22nd & Merner, College Hill Pettersen Plaza, Main and Greenhill				Attach Map: 			
Operations and Maintenance Impact on Budget:							
Current: Since general obligation bonds are being used there is an effect on property taxes.							
Long-Term: There will be ongoing maintenance associated with the cameras.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	20,000	90,000	95,000	95,000	70,000	70,000	440,000
Total Costs	20,000	90,000	95,000	95,000	70,000	70,000	440,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond	20,000	70,000	75,000	75,000	50,000	50,000	340,000
Federal/State Funding							-
Local Sales Tax							-
Cedar Falls Utilities							-
TIF - Downtown							-
Data Processing Rev.		20,000	20,000	20,000	20,000	20,000	100,000
							-
Total Source	20,000	90,000	95,000	95,000	70,000	70,000	440,000
Funding Source:		Project Schedule		Start		Finish	
GO		Design					
DPR		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	440,000	Total Project					

City of Cedar Falls Capital Improvement Program		CIP Number: 17
Department: Finance & Business Operations	Division: Information Systems	Project Number:

Project Description: City of Cedar Falls Mobile App FY 19 - Design and initial install of Mobile App FY 20 - 24 Ongoing Annual Cost	Attach Map: 
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Operations and Maintenance Impact on Budget:
 Current:
 These costs are prorated to each department's computer services budget line item based on a pre-determined formula.
 Long-Term:
 There will be ongoing maintenance associated with the App this is account for in FY19 - FY23

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	1,950						1,950
Other							-
Total Costs	1,950	-	-	-	-	-	1,950
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Data Processing Rev.	1,950						1,950
							-
							-
Total Source	1,950	-	-	-	-	-	1,950
Funding Source:		Project Schedule		Start	Finish		
DPR	1,950	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:			FY18	FY19	
Total	\$1,950	Total Project					

City of Cedar Falls Capital Improvement Program						CIP Number:	18
Department: Finance & Business Operations			Division: Information Systems			Project Number:	
Project Description:							
<p>Community Development Software</p> <p>Replacement for our Land Management, Code Enforcement, Licensing and Permitting software with new Community Development Software</p>							
Operations and Maintenance Impact on Budget:							
Current:							
Long-Term:							
There will be on-going subscription associated with the system and this is accounted for in FY26-FY28 and every year after for the life of the system.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other		320,000	150,000	150,000	150,000	150,000	920,000
Total Costs	-	320,000	150,000	150,000	150,000	150,000	920,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond		320,000					320,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Data Processing Rev.			150,000	150,000	150,000	150,000	600,000
							-
							-
Total Source	-	320,000	150,000	150,000	150,000	150,000	920,000
Funding Source:		Project Schedule		Start		Finish	
GO	320,000	Design					
DPR	600,000	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$920,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number: 19

Department: Finance & Business Operations	Division: Information Systems	
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Project Description:

Computer Equipment and Software

Software and equipment costs for city-wide computer systems. These costs include a technology refresh with goal of the following refresh cycle: desktops (5 yr cycle), laptops (4 yr cycle), tablets (2 yr cycle)
 Accessory replacements like monitors, keyboards, mice, cabling etc
 Other AV equipment as needed




Operations and Maintenance Impact on Budget:

Current:
 These costs are prorated to each department's computer services budget line item based on a pre-determined formula.

Long-Term:
 Centralized computer management has reduced operating expenses by insuring that hardware and software are compatible system-wide, and mitigated risk by providing adequate security of resources.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	70,000	70,000	70,000	70,000	70,000	70,000	420,000
Other							-
Total Costs	70,000	70,000	70,000	70,000	70,000	70,000	420,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Data Processing Rev.	70,000	70,000	70,000	70,000	70,000	70,000	420,000
							-
							-
							-
							-
Total Source	70,000	70,000	70,000	70,000	70,000	70,000	420,000
Funding Source:		Project Schedule		Start		Finish	
DPR	420,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
		Software & Equipment		Ongoing		Ongoing	
Total	\$420,000	Total Project		Ongoing		Ongoing	

City of Cedar Falls Capital Improvement Program						CIP Number	20
Department: Finance & Business Operations		Division: Information Systems				Project Number:	
Project Description: New Copier Fleet - our current fleet is 5 years old					Attach Map: 		
Operations and Maintenance Impact on Budget: Current: These costs are prorated to each department's computer services budget line item based on a pre-determined formula. Long-Term:							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other					120,000		120,000
Total Costs	-	-	-		120,000	-	120,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Data Processing Rev					120,000		120,000
							-
							-
Total Source	-	-	-	-	120,000	-	120,000
Funding Source:		Project Schedule		Start		Finish	
DPR	120,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$120,000	Total Project					

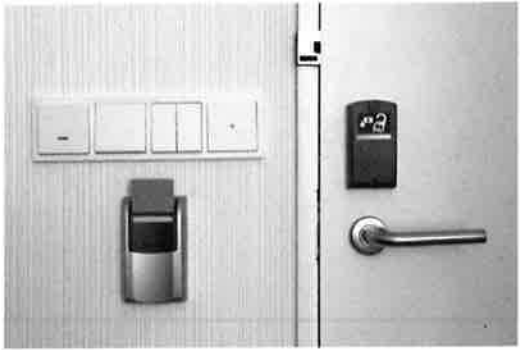
City of Cedar Falls Capital Improvement Program		CIP Number: 21
Department: Finance & Business Operations	Division: Information Systems	Project Number:


Project Description:
Document Imaging
 The numbers include:
 FY24 - replacement plotter (software end of life) and new desk scanner
 FY 25 - replacement and maintenance for scanners
 FY 26 - replacement and maintenance for scanners
 FY 27 - NAS replacements
 FY 28 - replacement scanners and maintenance
 FY 29 - replacement scanner and maintenance



Operations and Maintenance Impact on Budget:
 Current:
 These costs are prorated to each department's computer services budget line item based on a pre-determined formula.
 Long-Term:
 Provides for the archival of documents city-wide.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	6,000	6,000	6,000	20,000	6,000	6,000	50,000
Training & Implementation							-
Total Costs	6,000	6,000	6,000	20,000	6,000	6,000	50,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Data Processing Rev.	6,000	6,000	6,000	20,000	6,000	6,000	50,000
							-
							-
							-
							-
Total Source	6,000	6,000	6,000	20,000	6,000	6,000	50,000
Funding Source:		Project Schedule		Start		Finish	
DPR	50,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
		Software & Equipment		Ongoing		Ongoing	
Total	\$50,000	Total Project		Ongoing		Ongoing	

City of Cedar Falls Capital Improvement Program						CIP Number	22
Department: Finance & Business Operations		Division: Information Systems				Project Number:	
Project Description: Door Lock System The door lock system at the public safety building is a newer system and required an upgrade for the our main server. With the City Hall remodel we will have to upgrade the card readers to the newer technology as well. We would like to upgrade the entire system to be consistent and use the new technolgy. This will have to take place during FY22 for the city hall remodel and then FY23 we can follow up and update the card readers for other locations.					Attach Map: 		
Operations and Maintenance Impact on Budget:							
Current:							
Long-Term: There will be on-going maintenance cost of system.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	60,000						60,000
Other							-
Total Costs	60,000	-	-	-	-	-	60,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects	50,400						50,400
Cedar Falls Utilities							-
TIF - Downtown							-
Data Process Revenue	9,600						9,600
							-
							-
Total Source	60,000	-	-	-	-	-	60,000
Funding Source:		Project Schedule		Start		Finish	
CP DPR	50,400 9,600	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$60,000	Total Project					


City of Cedar Falls Capital Improvement Program		CIP Number: 23
Department: Finance & Business Operations	Division: Information Systems	Project Number:
Project Description: Financial & Human Capital Software New Financial and Human Capital System. This system will replace the current 18 year old system. Workflow management and payroll will also be part of this system.		

Operations and Maintenance Impact on Budget:

Current:
These costs are prorated to each department's computer services budget line item based on a pre-determined formula.

Long-Term:
There will be ongoing subscription associated with the App this is account for in FY24 - FY28 and for the rest of the life of the system

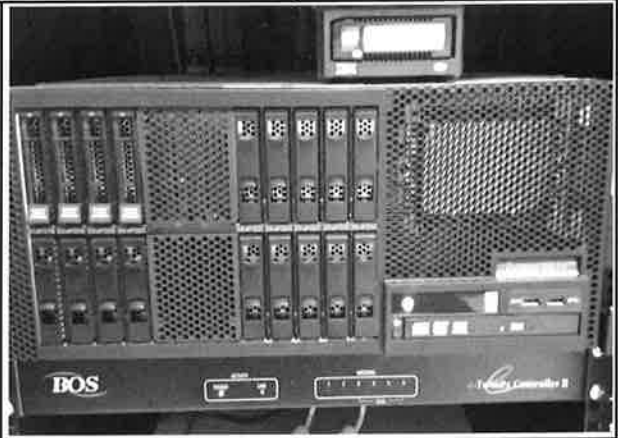
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	1,100,000	350,000	350,000	350,000	350,000	305,000	2,805,000
Total Costs	1,100,000	350,000	350,000	350,000	350,000	305,000	2,805,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond	300,000						300,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Data Processing Rev.	800,000	350,000	350,000	350,000	350,000	305,000	2,505,000
Data Proc. Cash Res.							-
							-
Total Source	1,100,000	350,000	350,000	350,000	350,000	305,000	2,805,000
Funding Source:		Project Schedule		Start	Finish		
GO	300,000	Design					
DPR	2,505,000	Land/Right of Way					
DR	-	Utility Relocation					
		Construction					
		Other:		FY22	FY22		
Total	2,805,000	Total Project					

City of Cedar Falls Capital Improvement Program					CIP Number	24	
Department: Finance & Business Operations		Division: Information Systems			Project Number:		
Project Description							
<p>GIS/Mapping Updates</p> <p>FY25-29 - Aerial photo update enhancements in conjunction with Black Hawk Co. Cost is used to acquire higher quality seam matched imagery. Other expenses include continued integration of non-spatial data in to GIS layers and increased software license upgrades for mobile mapping applications. Additionally, acquiring flow-line and other vital attributes for utility infrastructure. FY27 - Funds are for the continued replacement cycle for survey-grade GPS equipment.</p>							
Operations and Maintenance Impact on Budget:							
Current:							
These costs will be prorated to each department's computer services line item budget according to a pre-determined formula. This will not impact the debt service levy since general revenue funding is being used.							
Long-Term:							
A centralized repository of infrastructure and web-based mapping applications allows city staff to improve processes and services. This will not impact the debt service levy.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	15,000	15,000	15,000	30,000	15,000	15,000	105,000
Total Costs	15,000	15,000	15,000	30,000	15,000	15,000	105,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Data Process Revenue	15,000	15,000	15,000	30,000	15,000	15,000	105,000
							-
							-
Total Source	15,000	15,000	15,000	30,000	15,000	15,000	105,000
Funding Source	Project Schedule		Start		Finish		
DPR	105,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$105,000	Total Project					

City of Cedar Falls Capital Improvement Program CIP Number: 29

Department: Finance & Business Operations Division: Information Systems Project Number:

Project Description:
Mid-Range Operating System Upgrade
 This project provides ongoing upgrades to the iSeries. Memory and storage upgrades are required every 5 years with full system replacement every 10 years. The current system was installed in FY15.
 Replacment costs for FY24 are still being determined



Operations and Maintenance Impact on Budget:
Current:
 These costs are prorated to each department's computer services budget line item based on a pre-determined formula.
Long-Term:
 Centralized computer management has reduced operating expenses by insuring that hardware and software are compatible system-wide, and mitigated risk by providing adequate security of resources.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	4,500	4,500					9,000
Other							-
Total Costs	4,500	4,500	-	-	-	-	9,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Data Process Revenue	4,500	4,500	-	-	-	-	9,000
							-
							-
							-
							-
Total Source	4,500	4,500	-	-	-	-	9,000
Funding Source: DPR	9,000	Project Schedule		Start	Finish		
		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:			FY24		FY24
Total	\$9,000	Total Project		FY24	FY24		

City of Cedar Falls Capital Improvement Program CIP Number 26

Department: Finance & Business Operations Division: Information Systems Project Number:

Project Description:
Mobile Data Computer Replacement - Police Department
 The public Safety department began transitioning over to tablets in FY20, some were retro fit for the tablets others were new vehicle replacements. PD 16 is the remaining car with older laptop technology and the vehicle will be replaced in FY25.
 FY 24 - replace 2 tablets for technology refresh
 FY 25 - PD 16 upgrade -- no replacement tablets
 FY 26 - replace 2 tablets only for technology refresh
 FY 27 - Replacement 2 tablets for technology refresh
 FY 28 - Replacement 2 tablets for technology refresh



Operations and Maintenance Impact on Budget:
Current:
 These costs are prorated to the Police Department's computer services line item budget.
Long-Term:
 Life expectancy of this hardware is 5 years. Replaced units still operational are distributed to other areas for reuse as laptops.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	15,000	15,000	15,000	15,000	15,000	15,000	90,000
Other							-
Total Costs	15,000	15,000	15,000	15,000	15,000	15,000	90,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Data Processing Revenue	15,000	15,000	15,000	15,000	15,000	15,000	90,000
							-
							-
							-
							-
Total Source	15,000	15,000	15,000	15,000	15,000	15,000	90,000

Funding Source:		Project Schedule	Start	Finish
DPR	90,000	Design		
		Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	Annual	Annual
Total	\$90,000	Total Project	Annual	Annual

City of Cedar Falls Capital Improvement Program

CIP Number: 27

Department:
Finance & Business Operations

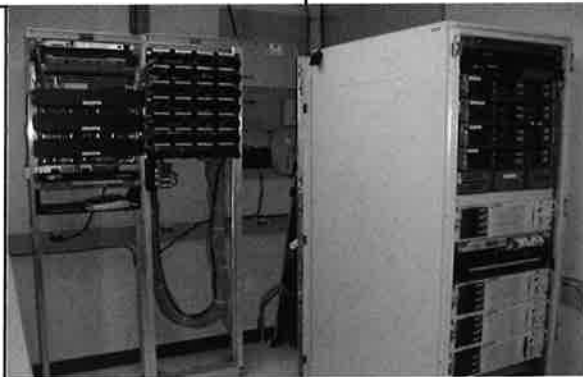
Division:
Information Systems

Project Number:

Project Description:

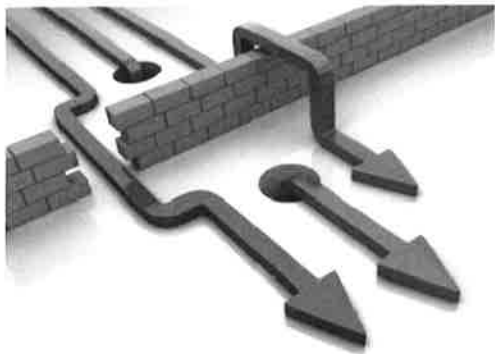
Network Upgrades

 FY24 Network Switchs that are end of vulnerability updates
 FY25 New firewall & new virtual hosts
 FY 26 - On site backup solution
 FY 27 - Net App Refresh & Micosoft EA Licensing for Servers
 FY28 - Wireless Refresh



Operations and Maintenance Impact on Budget:
 Current:
 These costs are prorated to each department's computer services budget line item based on a pre-determined formula.
 Long-
 Centralized computer management has reduced operating expenses by insuring that hardware and software are compatible system-wide, and mitigated risk by providing adequate security of resources.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	140,000	75,000	150,000	140,000	30,000		535,000
Other							-
Total Costs	140,000	75,000	150,000	140,000	30,000	-	535,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Data Process Revenue	140,000	75,000	150,000	140,000	30,000	-	535,000
							-
							-
							-
Total Source	140,000	75,000	150,000	140,000	30,000	-	535,000
Funding Source:	Project Schedule		Start		Finish		
DPR	535,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Ongoing		Ongoing	
Total	\$535,000	Total Project		Ongoing		Ongoing	

City of Cedar Falls Capital Improvement Program						CIP Number	28
Department: Finance & Business Operations		Division: Information Systems				Project Number:	
Project Description: Penetration Security Testing Services Cyber security measures needed to secure the City's infrastructure and systems.					Attach Map: 		
Operations and Maintenance Impact on Budget: Current: These costs are prorated to each department's computer services budget line item based on a pre-determined formula. Long-Term: This project assures system security and hardening of the current data environment.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	80,000	80,000	80,000	80,000	80,000	80,000	480,000
Total Costs	80,000	80,000	80,000	80,000	80,000	80,000	480,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Data Processing Rev.	80,000	80,000	80,000	80,000	80,000	80,000	480,000
							-
							-
Total Source	80,000	80,000	80,000	80,000	80,000	80,000	480,000
Funding Source:		Project Schedule		Start		Finish	
DPR	480,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$480,000	Total Project					

City of Cedar Falls Capital Improvement Program		CIP Number: 29
Department: Finance & Business Operations	Division: Information Systems	Project Number:

Project Description:

Work Order Management Software

Work order management software that can integrate with existing and future systems is vital for tracking employee time, materials as well as providing tools for follow-up tasks. It can also provide life-cycle monitoring based on probability and analytics to better prioritize asset replacement and maintenance. A robust system also provides the ability to track work by contractors in addition to city staff. In addition it allows for more granular tracking of the true cost of each asset individually versus by overall category.

RISK ASSESMENT AND DECISION MAKING

RISK CLASS	EXAMPLE OF ACTION AND NEXT STEP
EXTREME	High Priority in CIP/ Annual Operational Frequency
HIGH	Standard Priority in CIP/ Bi-Annual Operational Frequency
MEDIUM	Low Priority in CIP/ 1 In 5 Years Operational Frequency
LOW	1 In 10 Years Operational Frequency
NEGLECTIBLE	Wait for a problem to arise

RISK = PoF x CoF


Fig. 2

Operations and Maintenance Impact on Budget:

Current:
These costs will be prorated to each department's computer services line item budget according to a pre-determined formula. This will not impact the debt service levy since general revenue funding is being used.

Long-Term:
The overall goal is to lower the city's ratio of planned versus un-planned maintenance to 9:1. This will not impact the debt service levy.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	25,000						25,000
Total Costs	25,000	-		-	-	-	25,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue							-
Data Process Revenue	25,000						25,000
Tax Inc Financing (Ind Park							-
							-
							-
Total Source	25,000	-	-	-	-	-	25,000
Funding Source:		Project Schedule		Start		Finish	
GR	-	Design					
TIF-IP	-	Land/Right of Way					
DPR	25,000	Utility Relocation					
		Construction					
		Other:		Annual		Annual	
Total	\$25,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program						CIP Number:	30
Department: FBO		Division: Library				Project Number:	
Project Description: Library Automated Materials Handler The Library's current automated materials handler (AMH) was purchased in 2014. The average expected lifespan of AMH's is ten years, so replacement will be necessary in 2024.					Attach Map: 		
Operations and Maintenance Impact on Budget: Current: This will have an effect on the debt service levy because bond proceeds are being used. However, a majority of the funds will be from the Community Foundation. Long-Term:							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	2,000						2,000
Landscaping							-
Equipment & Furnish	187,000						187,000
Other							-
Total Costs	189,000	-	-	-	-	-	189,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond	86,000						86,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue							-
CF Community Foundation	103,000						103,000
							-
Total Source	189,000	-	-	-	-	-	189,000
Funding Source:		Project Schedule		Start		Finish	
GO	86,000	Design					
CF	103,000	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$189,000	Total Project					

City of Cedar Falls Capital Improvement Program		CIP Number: 31
Department: FBO	Division: Library	Project Number:

Project Description:
Youth Department Service Desk Replacement

The youth department's service desk was installed when the CFPL building opened in 2004, and its configuration no longer matches the way that youth staff work. During the department's busiest times, daily, two staff stations with computers are required, but there is only one place at the current desk for a computer station. Youth staff have been using a laptop on the higher portion of the desk, but the height is not adjustable and is not ideal for a standing work station. The desk also does not easily accommodate patrons in wheelchairs. This project is being postponed until FY28 to allow time for the Friends of the Library Fund in the CFCF to grow enough to cover the cost.



Operations and Maintenance Impact on Budget:
Current:
 This is being funded through the Community Foundation and will not have an effect on the General Fund.

Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish					55,000		55,000
Other							-
Total Costs	-	-	-	-	55,000	-	55,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
CF Community Foundation					55,000		55,000
							-
							-
Total Source	-	-	-	-	55,000	-	55,000
Funding Source:			Project Schedule		Start	Finish	
CF	55,000		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:				
Total	\$55,000		Total Project				

City of Cedar Falls Capital Improvement Program CIP Number: 32

Department: FBO Division: Community Center/Library Project Number:

Project Description:
Replacement of Community Center Tables and Chairs
 The Community Center opened in 2004, and the furnishings have not yet been replaced. Especially during the City Hall remodeling project, moving them in the common area was necessary frequently, but they are heavy and difficult to move. Given the need for flexible use of the space and the frequent need to move furniture, the Center would be better served with furniture on casters. This request is purchase flip-tables on casters and stacking chairs, 10 of which would be on casters for moving stacked chairs.



Operations and Maintenance Impact on Budget:
 Current:
 This will have an impact on the debt service levy since bond proceeds are being used.
 Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		50,000					50,000
Other							-
Total Costs	-	50,000	-	-	-	-	50,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond		50,000					50,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
GF							-
							-
							-
Total Source	-	50,000	-	-	-	-	50,000
Funding Source:	Project Schedule		Start		Finish		
GO	50,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$50,000	Total Project					

City of Cedar Falls Capital Improvement Program

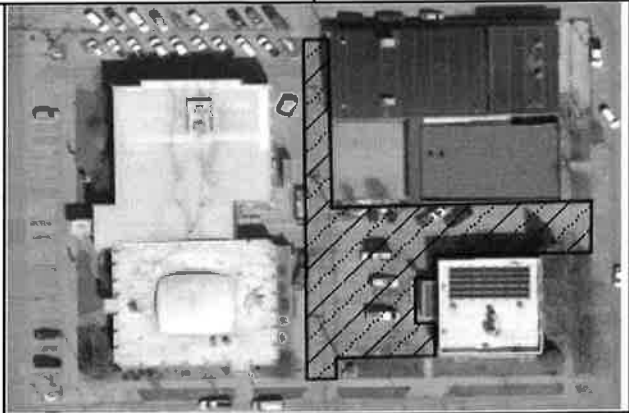
CIP Number: 33

Department:
FBO

Division:
Parking

Project Number:

Project Description:
Parking Lot: City Hall
This project will reconstruct the parking lot behind City Hall.



Operations and Maintenance Impact on Budget:
Current:
This will impact the downtown TIF district funding.
Long-Term:
The parking lot will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	150,000						150,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	150,000	-	-	-	-	-	150,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing -	150,000						150,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	150,000	-	-	-	-	-	150,000

Funding Source:		Project Schedule		Start	Finish
TIF-DT	150,000	Design		FY24	FY24
		Land/Right of Way			
		Utility Relocation			
		Construction			
		Other:		FY24	FY24
Total	\$150,000	Total Project		FY24	FY24

City of Cedar Falls Capital Improvement Program		CIP Number: 35
Department: Finance & Business Operations	Division: Parking	Project Number:

Project Description:
Parking Lot: Downtown Parking Ramp Study

This project starts by conducting a feasibility study to identify the need for a parking ramp, pricing structure for paid parking, and options and costs of parking ramps. Construction of a downtown parking ramp would be a later step.



Operations and Maintenance **Impact** on Budget:
 Current:
 This will be certified in the Downtown TIF district and TIF revenues will be used to repay the expense.

Long-Term:

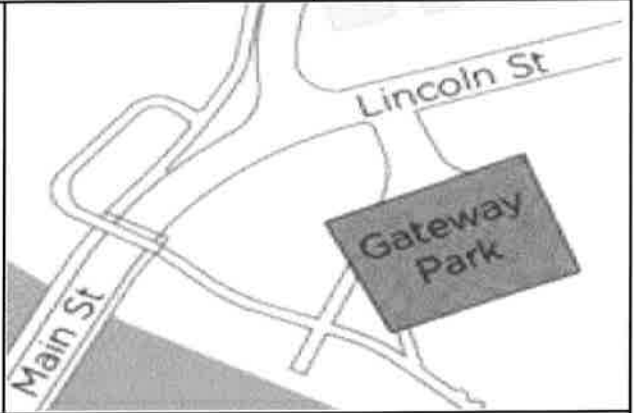
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	100,000						100,000
Total Costs	100,000	-	-	-	-	-	100,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing -	100,000						100,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	100,000	-	-	-	-	-	100,000

Funding Source:		Project Schedule		
		Start	Finish	
TIF-DT	100,000	Design		
		Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	FY24	FY24
Total	\$100,000	Total Project	FY24	FY24

City of Cedar Falls Capital Improvement Program CIP Number: 36

Department: FBO Division: Parking Project Number:

<p>Project Description: Parking Lot: Gateway Park Parking Lot and Lighting</p> <p>This project involves the reconstruction of the parking lot at Gateway Park, including lighting.</p>	
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Operations and Maintenance Impact on Budget:

Current:
 This will affect the debt service levy since general obligation bonds are being used.

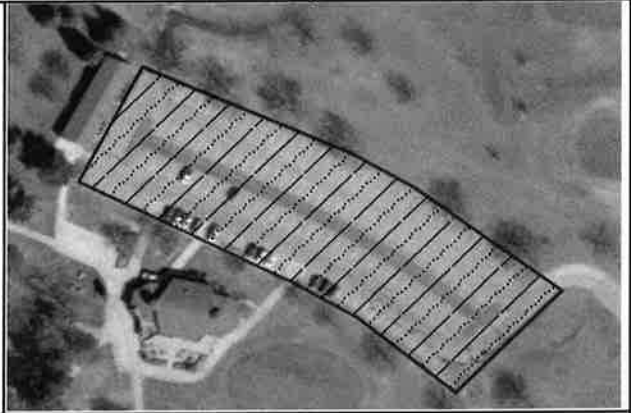
Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			250,000				250,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	250,000	-	-	-	250,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond			250,000				250,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	250,000	-	-	-	250,000

<p>Funding Source: GO 250,000</p>		<p>Project Schedule</p>	<p>Start</p>	<p>Finish</p>
		Design	FY25	FY25
		Land/Right of Way		
		Utility Relocation		
		Construction	FY26	FY26
		Other:		
Total	\$250,000	Total Project	FY25	FY26

City of Cedar Falls Capital Improvement Program		CIP Number: 37
Department: FBO	Division: Parking	Project Number:


Project Description:
Parking Lot: Pheasant Ridge Pro Shop
 This project would include the reconstruction of the Pheasant Ridge Pro Shop Parking Lot. This would include the addition of storm water controls and piping to the adjacent on-site ponds.



Operations and Maintenance Impact on Budget:
Current:
 This project would impact the debt service levy since bond funding will be used for a portion of the project.
Long-Term:
 This parking lot would be maintained by Public Works

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					600,000		600,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	600,000	-	600,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Golf Improvement Fund					300,000		300,000
General Obligation Bond					300,000		300,000
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	600,000	-	600,000

Funding Source:		Project Schedule	
		Start	Finish
GIF	300,000	Design	FY27
GO	300,000	Land/Right of Way	
		Utility Relocation	
		Construction	FY28
		Other:	
Total	\$600,000	Total Project	FY27

City of Cedar Falls Capital Improvement Program		CIP Number: 38
Department: Finance & Business Operations	Division: Parking	Project Number:
Project Description: Parking: College Hill Parking Equipment/Technology Replacement We anticipate replacing the College Hill parking equipment based on manufacturer average lifetime, incorporating new technology to maintain system functionality.		Attach Map: 
Operations and Maintenance Impact on Budget: Current: This will be certified in the College Hill TIF district and TIF revenue will be used to repay the expense. Long-Term: Equipment will be maintained by parking revenue.		

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		50,000					50,000
Other							-
Total Costs	-	50,000	-	-	-	-	50,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
College Hill TIF		50,000					50,000
Downtown TIF							-
							-
							-
Total Source	-	50,000	-	-	-	-	50,000
Funding Source:			Project Schedule	Start	Finish		
College Hill TIF	50,000		Design				
Downtown TIF			Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:				
Total	\$50,000		Total Project				

City of Cedar Falls Capital Improvement Program

CIP Number: 39

Department:
Finance & Business Operations

Division:
Parking

Project Number:

Project Description:
Parking: Downtown Parking Equipment/Technology Replacement
We anticipate replacing the parking equipment, incorporating new technology and implementing fully paid parking system Downtown.



Operations and Maintenance Impact on Budget:
Current:
This will be certified in the Downtown TIF district and TIF revenue will be used to repay the expense.
Long-Term:
Equipment will be maintained by parking revenue.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		350,000					350,000
Other							-
Total Costs	-	350,000	-	-	-	-	350,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
							-
College Hill TIF							-
Downtown TIF		350,000					350,000
							-
							-
Total Source	-	350,000	-	-	-	-	350,000

Funding Source:	Project Schedule	Start	Finish
College Hill TIF	Design		
Downtown TIF	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:		
Total	Total Project		

City of Cedar Falls Capital Improvement Program		CIP Number: 40
Department: Finance & Business Operations	Division: Public Records	Project Number:

Project Description:
Postage Machine Replacement
 We anticipate replacing the postage machine equipment that processes outgoing mail for the entire city. The United States Postal Service is issuing a mandate that all postage meters be replaced with meters with Intelligent Mail Indicia (IMI) technology by June 30, 2024. The city's current postage machine does not have the Intelligent Mail Indicia (IMI) capability.



Operations and Maintenance Impact on Budget:
Current:
 General fund revenues will be used.
Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	15,000						15,000
Other							-
Total Costs	15,000	-	-	-	-	-	15,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue	15,000						15,000
							-
							-
Total Source	15,000	-	-	-	-	-	15,000
Funding Source:		Project Schedule		Start		Finish	
GR	15,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$15,000	Total Project					

City of Cedar Falls Capital Improvement Program

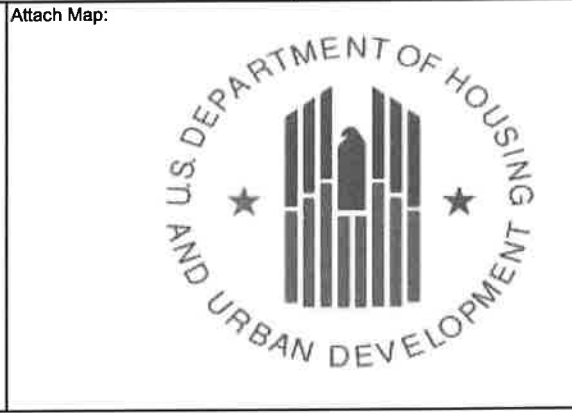
CIP Number: 41

Department:
Community Development

Division:
Planning & Community Services


Project Number:

Project Description:
CDBG Projects
Each year, we work to support at least one larger project that makes an impact in low-moderate income neighborhoods. The activity will be consistent with the Consolidated Plan and subsequent adopted Annual Action Plans.



Operations and Maintenance Impact on Budget:
Current:
This program would be solely funded by CDBG grant dollars.
Long-Term:
This program would be solely funded by CDBG grant dollars.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	93,950	93,950	93,950	93,950	93,950	93,950	563,700
Total Costs	93,950	93,950	93,950	93,950	93,950	93,950	563,700
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
CDBG	93,950	93,950	93,950	93,950	93,950	93,950	563,700
							-
							-
							-
Total Source	93,950	93,950	93,950	93,950	93,950	93,950	563,700
Funding Source:	Project Schedule		Start		Finish		
CDBG	563,700	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Ongoing		Ongoing	
Total	\$563,700	Total Project		Ongoing		Ongoing	

City of Cedar Falls Capital Improvement Program						CIP Number: 42	
Department: Community Development		Division: Planning & Community Services				Project Number:	
Project Description: CDBG: Consolidated Plan The Community Development Block Grant program requires a 5-year Consolidated Action Plan. Our current plan covers federal years 2019-2023 (City fiscal years 2020-2024). The next Con Plan must include an added element, a plan for "affirmatively furthering fair housing," which will add to the cost. Administrative funds from the Housing Choice Voucher Program (HCV), also know as Section 8 can also be used for a portion of the cost of the Con Plan and Plan for furthering fair housing.					Attach Map:  <small>CITY OF CEDAR FALLS, IOWA COMMUNITY DEVELOPMENT PROGRAM FISCAL YEAR 2020-2024 ADMINISTRATIVE FUNDS FROM HOUSING CHOICE VOUCHER PROGRAM MAY 12TH, 2020</small>		
Operations and Maintenance Impact on Budget: Current: The CDBG program allows 20% of its annual funding to support Administrative activities such as this project. The City uses a majority of the Administrative activities to fund staff time, therefore there will be an impact to the General Fund due to reassigning some Administrative funds to this required plan. Long-Term: This is a one-time expenditure every 5 years.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	40,000					40,000	80,000
Total Costs	40,000	-	-	-	-	40,000	80,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
CDBG	10,000			-		10,000	20,000
HCV (Section 8)	5,000					5,000	10,000
GR	25,000					25,000	50,000
							-
Total Source	40,000	-	-	-	-	40,000	80,000
Funding Source:		Project Schedule		Start		Finish	
CDBG	20,000	Design					
HCV (Section 8)	10,000	Land/Right of Way					
GR	50,000	Utility Relocation					
		Construction					
		Other:		FY24		Ongoing every 5 yrs	
Total	\$80,000	Total Project		FY24		Ongoing every 5 yrs	

City of Cedar Falls Capital Improvement Program		CIP Number: 43
Department: Community Development	Division: Planning & Community Services	Project Number:

Project Description:
CDBG: Owner Occupied Rehabilitation

The City of Cedar Falls will continue to preserve and make available owner-occupied, single-family housing stock. Funds may support programs such as housing rehabilitation grants, repair grants or downpayment assistance. Income eligibility is required.



Operations and Maintenance Impact on Budget:
Current:
 This is a grant provided to individuals, no City funds are involved.

Long-Term:
 This is a grant provided to individuals, no City funds are involved.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	157,000	140,000	140,000	140,000	140,000	140,000	857,000
Total Costs	157,000	140,000	140,000	140,000	140,000	140,000	857,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
CDBG	67,000	50,000	50,000	50,000	50,000	50,000	317,000
HOME	90,000	90,000	90,000	90,000	90,000	90,000	540,000
							-
							-
Total Source	157,000	140,000	140,000	140,000	140,000	140,000	857,000

Funding Source:	Amount	Project Schedule	Start	Finish
CDBG	317,000	Design		
HOME	540,000	Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	On-going	On-going
Total	\$857,000	Total Project	On-going	On-going

City of Cedar Falls Capital Improvement Program		CIP Number: 44
Department: Community Development	Division: Planning & Community Services	Project Number:

Project Description:
CDBG: Renter Occupied Rehabilitation
 The recently adopted 5-Year Consolidated Plan identifies a goal to create a new program to preserve renter-occupied housing stock by developing a grant program toward the cost of rehabilitation, repair, accessibility to eligible low-and-moderate income households.



Operations and Maintenance Impact on Budget:
Current:
 This is a grant provided to individuals, no City funds are involved.
Long-Term:
 This is a grant provided to individuals, no City funds are involved.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	33,500	33,500	33,500	33,500	33,500	33,500	201,000
Total Costs	33,500	33,500	33,500	33,500	33,500	33,500	201,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
CDBG	33,500	33,500	33,500	33,500	33,500	33,500	201,000
							-
							-
							-
Total Source	33,500	33,500	33,500	33,500	33,500	33,500	201,000

Funding Source:		Project Schedule	Start	Finish
CDBG	201,000	Design		
		Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	FY22	On-going
		Total	\$201,000	Total Project

City of Cedar Falls Capital Improvement Program		CIP Number: 45
Department: Community Development	Division: Inspection Services	Project Number:

Project Description:
Code Enforcement, Property Clean-up, Condemnation

The City of Cedar Falls has the authority to condemn any building or structure that may be deemed dangerous and unsafe for human habitation. This project provides for the on-going funding of property demolitions, debris removal and property clean up as part of the code enforcement program in the city.



Operations and Maintenance Impact on Budget:
Current:
Minimal impact on the general budget. These expenses are sporadic and are generally not significant.

Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other (Demo/clearance)	45,000	45,000	45,000	45,000	45,000	45,000	270,000
Total Costs	45,000	45,000	45,000	45,000	45,000	45,000	270,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Capital Projects	45,000	45,000	45,000	45,000	45,000	45,000	270,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	45,000	45,000	45,000	45,000	45,000	45,000	270,000

Funding Source:		Project Schedule	Start	Finish
CP	-	Design		
	270,000	Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	On-going	On-going
Total	\$270,000	Total Project		

City of Cedar Falls Capital Improvement Program

CIP Number: 46

Department:
Community Development

Division:
Inspection Services

Project Number:

Project Description:

Hearst 2.0
 The Hearst Center expansion/new building project was re-initiated in 2018 to review current building deficiencies and plan for future growth. A continued moderated updating of this aging facility does not meet current nor future needs of the community. A Master Plan is underway & will be completed in FY24 to develop a building layout for a new facility on Seerley Blvd., with conceptual building elevations, interior images, and detailed cost estimate. Steps that Friends of the Hearst or Art & Culture Board may take separately for this project include a fundraising feasibility study and hiring a capital campaign counsel to achieve the fundraising goal.



Current:
Initial construction costs.

Long-Term:
Operating costs could increase by approximately \$35,000 including: utilities; repair/maintenance; supplies, and additional staff costs. Staff costs will, initially, result from add'l hours scheduled to accommodate rental activities, and improved services rendered to the public. Revenue from annual fund raising events, increased membership fees, and additional rental fees could generate funds to pay for extra staff will offset some of these costs.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design			500,000				500,000
Land/Right of Way							-
Utility Relocation							-
Construction				2,300,000	5,300,000		7,600,000
Landscaping							-
Equipment & Furnish					200,000		200,000
Other							-
Total Costs	-	-	500,000	2,300,000	5,500,000	-	8,300,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond			320,000		590,000		910,000
Federal/State Funding				675,000	675,000		1,350,000
Cultural Improvement Fund			180,000				180,000
Capital Projects							-
Private Gifts and Grants				875,000	1,495,000		2,370,000
Gaming				750,000	750,000		1,500,000
Community Foundation					750,000		750,000
General Fund Savings					1,240,000		1,240,000
Total Source	-	-	500,000	2,300,000	5,500,000	-	8,300,000

Funding Source:	Project Schedule	Start	Finish
PRIV 2,370,000	Design	FY26	FY26
CIF 180,000	Land/Right of Way		
F/S 1,350,000	Utility Relocation		
BHCG 1,500,000	Construction	FY27	FY28
GO 910,000	Other:		
CF 750,000			
GFS 1,240,000			
Total \$8,300,000	Total Project	FY26	FY28

City of Cedar Falls Capital Improvement Program

CIP Number: 47

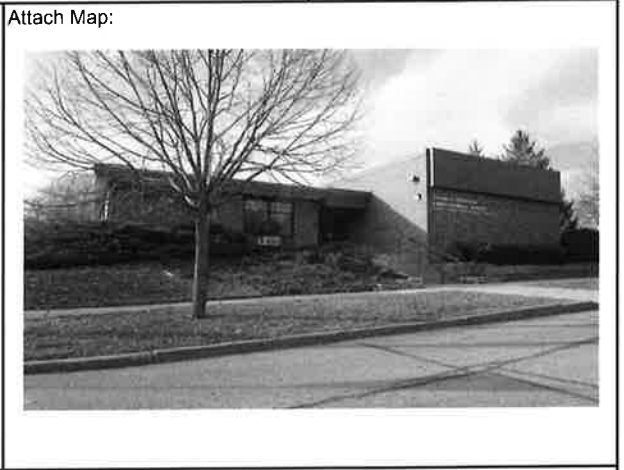
Department:
Community Development

Division:
Inspection Services

Project Number:

Project Description:
Land Acquisition and Building Demolition at School Administration Property

It is anticipated the School District will consider transferring this land to the City, after the new high school opens. The City will then need to demolish the building. A fire & police station is anticipated as a future opportunity at this site, replacing the fire station at 18th/Main that is over 50 years old. A 2015 feasibility study found that the best locations for fire stations would include a station along the 1st Street corridor along with the Public Safety building at 4600 S. Main.



Operations and Maintenance Impact on Budget:
Current:
None, it is not currently a City-owned property.

Long-Term:
It will increase the City's costs taking on an additional property. Maintenance costs for building, parking lot and mowing will be paid out of the operating or building maintenance budgets.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other: Demolition					210,000		210,000
Total Costs	-	-	-	-	210,000	-	210,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
General Fund Savings					210,000		210,000
Emergency Reserve							-
							-
							-
Total Source	-	-	-	-	210,000	-	210,000
Funding Source:			Project Schedule		Start		Finish
GFS	210,000		Design				
ER	-		Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:				
Total	\$210,000		Total Project		FY28		FY28

City of Cedar Falls Capital Improvement Program		CIP Number: 48
Department: Community Development	Division: Inspection Services	Project Number:

Project Description:
Pedestrian way from Andy Ave to Aldrich Elementary

In 2021 a family built a pedestrian bridge from Andy Ave. to Aldrich Elementary to help the children in the neighborhood access the school. Upon coming to the City's attention, it was removed due to safety and drainage concerns. The desire to create a more direct, safe route to Aldrich remains due to lack of street connectivity. Project would include a sidewalk from Andy Ave to the southwest corner of Prairie West Subdivision, a culvert over the drainageway, and a sidewalk along the east edge of the McMahill Subdivision, connecting to Ashworth Drive's sidewalk. This item would be pending easements donated by the property owners.



Operations and Maintenance Impact on Budget:
Current:
 Minimal. Project would be contracted for completion.

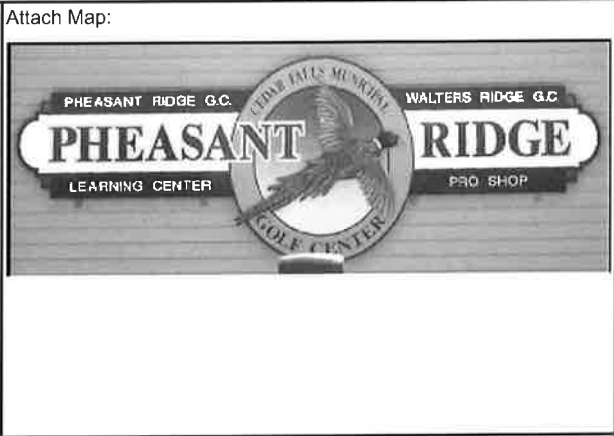
Long-Term:
 Costs could be increased for snow removal. Future costs for sidewalk repair as required on the city lot portion of the project.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					18,750		18,750
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	18,750	-	18,750
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond					18,750		18,750
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
							-
							-
							-
Total Source	-	-	-	-	18,750	-	18,750
Funding Source:	Project Schedule		Start		Finish		
GO	18,750	Design		FY28		FY28	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY28		FY28	
		Other:					
Total	\$18,750	Total Project					

City of Cedar Falls Capital Improvement Program		CIP Number: 49
Department: Community Development	Division: Inspection Services	Project Number:

Project Description:
Pheasant Ridge Pro Shop and Cart Storage Repairs

Pheasant Ridge Golf Club Proshop has several areas that are in need of repair and updating. The building has had minimal work since the addition and remodel was completed in 1998. We propose a phased approach to repair and upgrade the building. Recently, deterioration was found on the west side of the building and repairs will be completed in FY24. Phase 2 (FY26): Replace roof, soffit, fascia, siding, and repair any underlining damage of Cart Storage Building. Repair and paint ProShop Patio ceiling and beams. Phase 3 (FY24): Upgrade and bring the bathrooms into code compliance. Phase 4 (FY28): Replace the carpet throughout. Potential Phase 5: Replace Pro Shop Roof. Current roof has 5-8 year life remaining



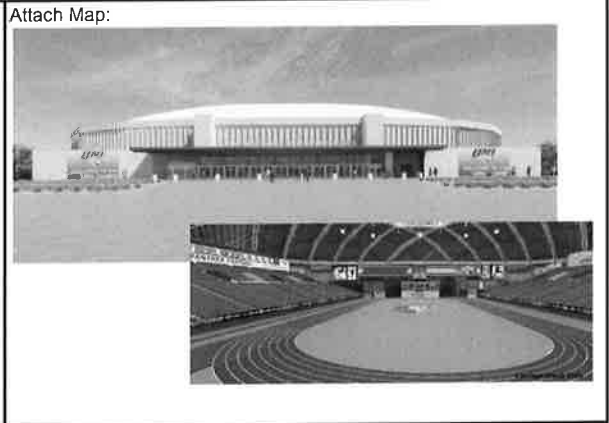
Operations and Maintenance Impact on Budget:
Current:
 The Golf Improvement Fund will be used for the improvements needed.

Long-Term:
 None, the Golf Improvement Fund will be used.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	45,000		50,000		50,000		145,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	45,000	-	50,000	-	50,000	-	145,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Golf Improvement Fund	45,000		50,000		50,000		145,000
							-
							-
Total Source	45,000	-	50,000	-	50,000	-	145,000
Funding Source:	Project Schedule		Start		Finish		
GIF	145,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY23		FY26	
		Other:					
Total	\$145,000	Total Project		FY23		FY26	

City of Cedar Falls Capital Improvement Program		CIP Number 50
Department: Community Development	Division: Inspection Services	Project Number:

Project Description:
UNI Dome Renovation
 The University of Northern Iowa Dome was built nearly 50 years ago. It is in need of renovations to maintain an attractive facility for both UNI and the community. The Dome is a multi-use facility, hosting not only UNI events but the State High School Football playoffs and championship game, FIRST Robotics Competition, sportsman shows, concerts, wrestling tournaments and more which draw visitors and creates a positive economic impact for our community.




Operations and Maintenance Impact on Budget:
 Current:
 Renovation cost request from the City.
 Long-Term:
 UNI is responsible for maintenance of this facility.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	16,666,670	16,666,660	16,166,670	500,000			50,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	16,666,670	16,666,660	16,166,670	500,000	-	-	50,000,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Univ. of Northern Iowa	16,666,670	15,416,660	14,916,670				47,000,000
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Hotel/Motel							-
Economic Development		1,250,000	1,250,000	500,000			3,000,000
							-
Total Source	16,666,670	16,666,660	16,166,670	500,000	-	-	50,000,000

Funding Source:	Project Schedule		Start	Finish
GO	-	Design		
UNI	47,000,000	Land/Right of Way		
H/M	-	Utility Relocation		
EDF	3,000,000	Construction	FY23	FY27
		Other:		
Total	\$50,000,000	Total Project	FY23	FY27

City of Cedar Falls Capital Improvement Program						CIP Number:	51
Department: Community Development		Division: Planning & Community Services			Project Number:		
Project Description: Bike Network On-street Signage This project will fund signage and paint for the bicycle network. Funds used to improve bicycle facilities during road improvement projects and for annual maintenance; repainting bike lanes and sharrows.							
<p>Operations and Maintenance Impact on Budget:</p> <p>Current: Staff time to install the signs and paint bike stencils on the street</p> <p>Long-Term: Future maintenance will be required as needed</p>							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Design/Relocation							-
Construction	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Construction Engineering							-
Equipment & Furnish							-
Other							-
Total Costs	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue							-
Street Construction Fund	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Hotel/Motel Tax-VT							-
							-
Total Source	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Funding Source:		Project Schedule		Start	Finish		
SCF	30,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY19	FY28		
		Other:					
Total	\$30,000	Total Project		FY19	FY28		

City of Cedar Falls Capital Improvement Program		CIP Number: 52
Department: Community Development	Division: Planning & Community Services	Project Number:

Project Description:
Bus Shelters & Related Amenities
 This project would include the installation of bus shelters and related amenities including but not limited to sidewalk connections, benches, and crosswalks along selected MET Transit routes. The City will work with MET Transit on the specific locations of the shelters and funding for each future shelter. These funds are through the Federal Transit Authority for shelters and route enhancements.



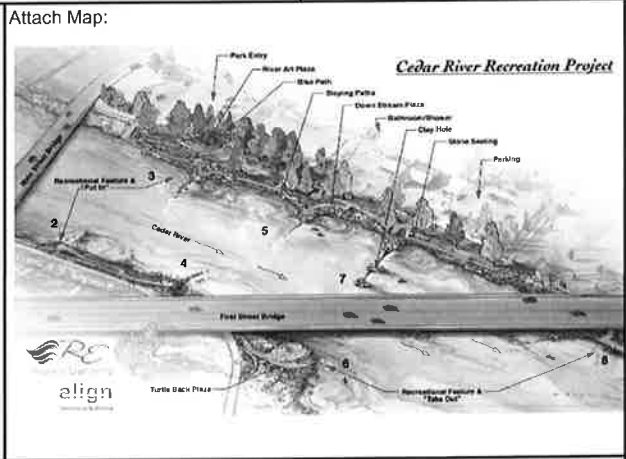
Operations and Maintenance Impact on Budget:
Current:
 Initial expenses for bus shelter installation will be reimbursed through MET Transit upon completion of each individual project.
Long-Term:
 All public improvements will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		15,000		15,000		15,000	45,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	15,000	-	15,000	-	15,000	45,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
MET Transit		15,000		15,000		15,000	45,000
							-
							-
							-
							-
Total Source	-	15,000	-	15,000	-	15,000	45,000
Funding Source: MET Transit Reimbursement	45,000	Project Schedule		Start	Finish		
		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction			FY19		ongoing
		Other:					
Total	45,000	Total Project		FY19	ongoing		

City of Cedar Falls Capital Improvement Program CIP Number: 50

Department: Community Development Division: Planning and Community Services Project Number: FL - 033 - 3088

Project Description:
Cedar River Safety and Recreational River Improvements Phase I
 This project will study and construct the recreational improvements along the river bank and in the river from the Main Street bridge to the downstream side of the W. 1st Street bridge. This project includes the safety improvements at the Gateway Park Dam (remove rebar) along with fishing jetties, trails and adjacent recreational features.
\$383,653.25 has already been spent on design as of 6-30-2023.



Operations and Maintenance Impact on Budget:
Current:
 The recreational features will impact the debt service levy.
Long-Term:
 The public improvements will be maintained by Municipal Operations & Programs.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	352,000						352,000
Land/Right of Way							-
Utility Relocation							-
Construction	2,556,550	3,725,000					6,281,550
Landscaping							-
Equipment & Furnish							-
Other			70,000				70,000
Total Costs	2,908,550	3,725,000	70,000	-	-	-	6,703,550
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond	288,550		70,000				358,550
Federal/State Funding		1,725,000					1,725,000
Emergency Reserve	1,700,000						1,700,000
Private		500,000					500,000
Black Hawk Cnty Gaming		1,500,000					1,500,000
General Revenue	150,000						150,000
General Fund Savings	300,000						300,000
Hotel/Motel-Parks	70,000						70,000
Tourism Cash Reserves	400,000						400,000
Total Source	2,908,550	3,725,000	70,000	-	-	-	6,703,550
Funding Source:	Project Schedule		Start	Finish			
GO Bond	358,550	Design	FY16	FY23			
F/S	1,725,000	Land/Right of Way					
ER	1,700,000	Utility Relocation					
PRIV	500,000	Construction	FY24	FY25			
BHCG	1,500,000	Other:	FY26	FY26			
GR	150,000						
GFS	300,000						
H/M-PK	70,000						
TRC	400,000						
Total	6,703,550	Total Project	FY16	FY26			

City of Cedar Falls Capital Improvement Program		CIP Number: 54
Department: Community Development	Division: Planning & Community Services	Project Number:

Project Description:
Community-wide Strategic Plan

Cedar Falls has a history of regularly conducting community-wide strategic planning to identify initiatives that could propel the community forward for the next 5-10 years. The last plan, Future Forward, was developed in 2015 and endorsed in 2017. In August 2021, the Council agreed it should remain in use through 2030 and discussed at goal setting. An update on implementation status was given September 5, 2023 with a recommendation to revisit in FY27.



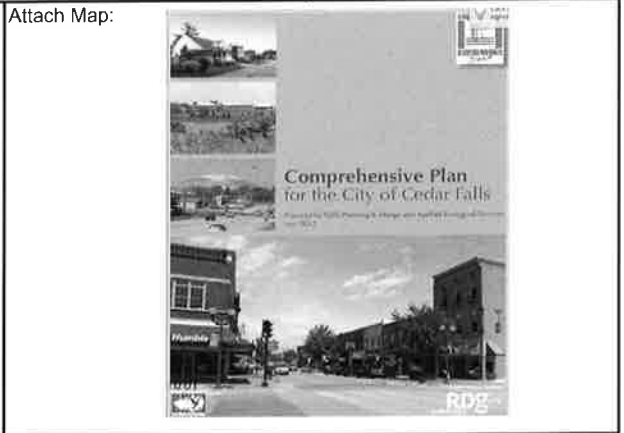
Operations and Maintenance Impact on Budget:
Current:
Typically private funds have supported this initiative. It is proposed that a portion be funded with General Fund Operating budget.

Long-Term:
Initiatives or projects recommended by a new plan would be proposed as individual CIP items in the future, with funding proposed as appropriate to the project.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design		30,000					-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	30,000	-	-	-	-	-
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue		15,000	-	-	-	-	15,000
Cedar Falls Utilities							-
TIF - Downtown							-
Private		15,000			-		15,000
							-
Total Source	-	30,000	-	-	-	-	30,000
Funding Source:			Project Schedule		Start		Finish
GR	15,000		Design				
PRIV	15,000		Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:		FY25		FY25
Total	30,000		Total Project		FY25		FY25

City of Cedar Falls Capital Improvement Program		CIP Number: 55
Department: Community Development	Division: Planning & Community Services	Project Number:


Project Description:
Comprehensive Plan
 A Comprehensive Plan was adopted in May 2012. Council reviewed progress at a August 21, 2023 Committee meeting. The result of this project will be a new Comprehensive Plan gathering current data, involving the public, and analyzing conditions. From all of that information, potential strategies are created for a plan that provides guidance for the Council and Community for 15-20 years.



Operations and Maintenance Impact on Budget:
Current:
 The General Fund Operating Budget will be used to complete these updates.

Long-Term:
 Changes that help to preserve existing assets while thoughtfully guiding growth and development in the community will increase assessed values, protect existing adjacent property values and increase the tax base.

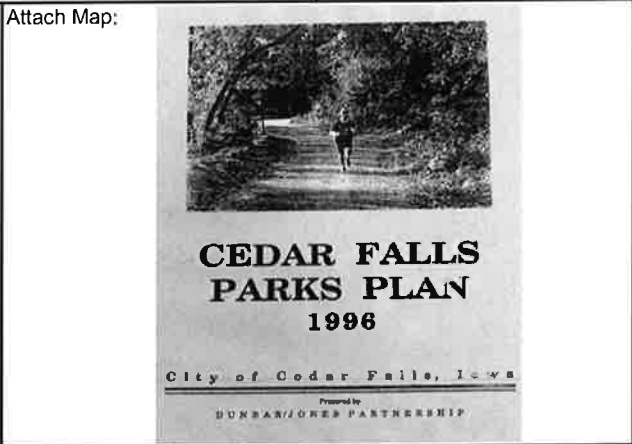
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other		87,500	87,500				175,000
Total Costs	-	87,500	87,500	-	-	-	175,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue		87,500	87,500				175,000
							-
							-
Total Source	-	87,500	87,500	-	-	-	175,000
Funding Source: GR	175,000	Project Schedule		Start	Finish		
		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:			FY25		FY26
Total	\$175,000	Total Project		FY25	FY26		

City of Cedar Falls Capital Improvement Program					CIP Number: 56		
Department: Community Development		Division: Planning & Community Services			Project Number:		
Project Description: Conversion of Rental Homes Back to Owner-Occupied This incentive program is intended to be one tool to restore a better balance of owner-occupied homes within neighborhoods with an over-concentration of short term rental properties. A forgivable loan program has been developed for individuals that would like to take a rental back to an owner-occupied house, providing a \$10,000 matching forgivable loan.					Attach Map: 		
Operations and Maintenance Impact on Budget: Current: The cost of the program will affect the General Fund Operating Budget. There will also be staff time to develop, implement and administer the program. Council would decide to fund through budget process. Long-Term: The General Fund Operating Budget would be impacted for an additional 4 years, for both the program and the staff time to administer it.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	20,000	100,000	100,000	100,000			320,000
Total Costs	20,000	100,000	100,000	100,000	-	-	320,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue	20,000	100,000	100,000	100,000			320,000
							-
							-
Total Source	20,000	100,000	100,000	100,000	-	-	320,000
Funding Source:		Project Schedule		Start		Finish	
GR	320,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY15		FY27	
Total	320,000	Total Project		FY15		FY27	

City of Cedar Falls Capital Improvement Program		CIP Number: 58
Department: Community Development	Division: Planning & Community Services	Project Number:

Project Description:
Parks and Public Lands Master Plan

The last Park Plan was completed in 1996. Since 1996 the city has experienced growth to the south and west and changes to northern Cedar Falls due to flood buyouts. In addition, recreation preferences have changed over time, so a review and update of current recreation programs, services, and facilities within parks is warranted. This plan will consolidate previous plans and implement the goals of the City's 2012 Comprehensive Plan, including incorporating a method of land dedication for parks so that newly developing



Operations and Maintenance Impact on Budget:
Current:
Cost for the consultant to complete the plan

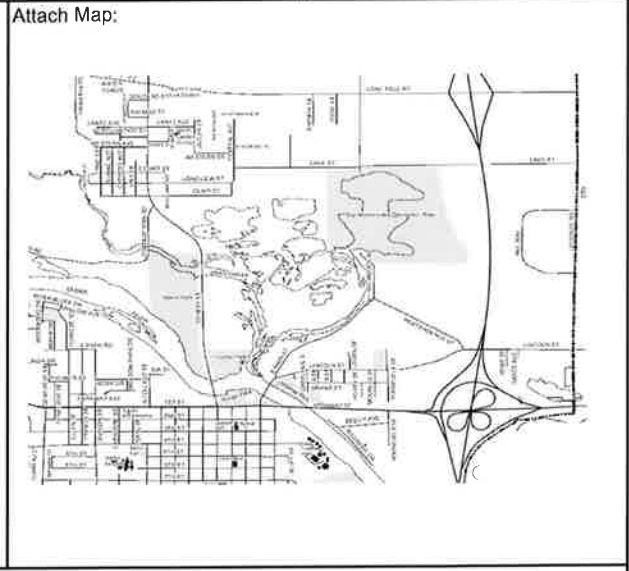
Long-Term:
Provides more orderly decision making for future park and public lands and needed amenities.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design		75,000	75,000				150,000
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	75,000	75,000	-	-	-	150,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Hotel/Motel-Park							-
Cell Tower Lease		75,000	75,000				150,000
							-
Total Source	-	75,000	75,000	-	-	-	150,000
Funding Source:	Project Schedule		Start		Finish		
GO	-	Design					
CTL	150,000	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY25		FY26	
Total	150,000	Total Project		FY25		FY26	

City of Cedar Falls Capital Improvement Program CIP Number: 59

Department: Community Development Division: Planning & Community Services Project Number:

Project Description:
Property/Flood Buyouts
 Continue the voluntary flood buyout program in selected neighborhoods of both commercial and residential properties. Priority purchases are identified on the City's "priority buyout list" and will be targeted in floodprone areas of the City. This local money is used to leverage federal and state funds for hazard mitigation programs, pre-disaster/post-disaster grants, as they become available. We currently have a pre-disaster grant request approved with the DNR/FEMA for approximately \$500,000 with funding made available in early 2022. City match of approx. \$225K was approved by Council in October 2021. In September 2022, the State announced that no local match was needed for the current round of buy-outs. The funds allocated shift to FY24 to fund acquisition of several floodprone properties that may become available and also to provide replacement housing assistance to make our grant application for repetitive loss properties more competitive.



Operations and Maintenance Impact on Budget:
Current:
 This will effect the General Fund operating budget by increasing maintenance areas and acquisition costs.
Long-Term:
 This buy out will target properties in the Floodplain and Floodway which will reduce flood loss in the long term.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way	300,000	70,000	70,000	70,000	70,000	70,000	650,000
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	415,000	3,387,820					3,802,820
Total Costs	715,000	3,457,820	70,000	70,000	70,000	70,000	4,452,820
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding	415,000	3,216,820					3,631,820
Local Sales Tax							-
Capital Projects	300,000	241,000	70,000	70,000	70,000	70,000	821,000
							-
							-
Total Source	715,000	3,457,820	70,000	70,000	70,000	70,000	4,452,820

Funding Source:	Project Schedule	Start	Finish
CP	821,000	Design	
F/S	3,631,820	Land/Right of Way	On-going
		Utility Relocation	
		Construction	
		Other:	
Total	4,452,820	Total Project	On-going

City of Cedar Falls Capital Improvement Program		CIP Number: 60
Department: Community Development	Division: Planning & Community Services	Project Number:

Project Description:
Support for Historical Society Enhance Iowa Grant
 The Cedar Falls Historical Society is seeking a \$300,000 Enhance Iowa Grant to help fund a \$1.5 million renovation of their building at 315 Clay Street into a new exhibit hall and educational center. The grant requires a 15% match (\$40,000) from the City for the project.



Operations and Maintenance Impact on Budget:
Current:
 Funds would be provided from Hotel/Motel tax

Long-Term:
 The facility would be a new attraction for downtown Cedar Falls and help to preserve and educate the public about the history and culture of the community.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other			33,000	17,000			50,000
Total Costs	-	-	33,000	17,000	-	-	50,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue							-
Hotel/Motel		-	33,000	17,000			50,000
							-
Total Source	-	-	33,000	17,000	-	-	50,000
Funding Source:	Project Schedule		Start		Finish		
H/M-VT	50,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY26		FY27	
Total	50,000	Total Project		FY26		FY27	

City of Cedar Falls Capital Improvement Program

CIP Number: 61

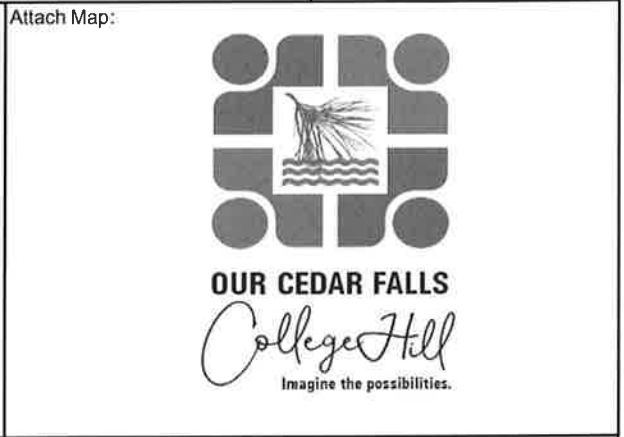
Department:
Community Development

Division:
Planning & Community Services

Project Number:

Project Description:
College Hill Area - Vision Plan & Zoning

A Vision Plan was completed in May 2021. This item anticipates the plan will be revisited to review the market study, hold public input meetings and consider any revisions appropriate to the Plan. Following that effort, a review of zoning code will occur to determine what changes are needed to the code addressing issues noted in the plan and to promote reinvestment in this area.



Operations and Maintenance Impact on Budget:

Current:
The General Fund Operating Budget will be used to complete these updates. Some TIF funds may be used for area within the urban renewal plans, upon amendment.

Long-Term:
Changes that help to preserve existing assets while thoughtfully guiding growth and development in the community will increase assessed values, protect existing adjacent property values and increase the tax base.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other		50,000	50,000				100,000
Total Costs	-	50,000	50,000	-	-	-	100,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - College Hill		16,600	16,600				33,200
General Revenue		33,400	33,400				66,800
							-
							-
Total Source	-	50,000	50,000	-	-	-	100,000
Funding Source:		Project Schedule		Start	Finish		
TIF-CH	33,200	Design					
GR	66,800	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY25	FY26		
Total	\$100,000	Total Project		FY25	FY26		

City of Cedar Falls Capital Improvement Program		CIP Number: 62
Department: Community Development	Division: Planning & Community Services	Project Number:

Project Description:
High School/Sartori Hospital Area - Vision Plan & Zoning

A new high school is slated to open in Fall 2024, leaving the current one vacant in Division Street from 12th to 8th Streets. MercyOne is anticipating eventually building a new hospital in a different location, leaving this City-owned site vacant. This item anticipates a neighborhood planning process to gather current data, involve the neighborhood & community at large, and analyze market conditions. A "what if" development plan may be created for both sites. From all of that information, potential strategies are created for a plan that provides guidance for the Council. Following that effort, a review of zoning code will occur to determine what changes are needed to the code addressing issues noted in the plan and to promote reinvestment in this area.



Operations and Maintenance Impact on Budget:

Current:
 The General Fund Operating Budget will be used to complete these updates. Some Health Trust funds may be used for the Sartori area.

Long-Term:
 Changes that help to preserve existing assets while thoughtfully guiding growth and development in the community will increase assessed values, protect existing adjacent property values and increase the tax base.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other			75,000	75,000			150,000
Total Costs	-	-	75,000	75,000	-	-	150,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
General Revenue			37,500	37,500			75,000
Health Trust			37,500	37,500			75,000
							-
							-
Total Source	-	-	75,000	75,000	-	-	150,000
Funding Source:			Project Schedule		Start		Finish
GR	75,000		Design				
HT	75,000		Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:		FY26		FY27
Total	\$150,000		Total Project		FY26		FY27

City of Cedar Falls Capital Improvement Program

CIP Number: 63

Department:
Community Development

Division:
Planning & Community Services

Project Number:

Project Description:
University Ave Area - Vision Plan & Zoning

Reconstruction of the University Avenue Corridor completed in late 2019. This item anticipates a neighborhood planning process to gather current data, involve the neighborhood & community at large, and analyze market conditions for not only the corridor, but they nearby neighborhoods. A "what if" development plan may be created for the College Square Mall or other large parcels that could be ripe for reinvestment. From all of that information, potential strategies are created for a plan that provides guidance for the Council. Following that effort, a review of zoning code will occur to determine what changes are needed to the code addressing issues noted in the plan and to accelerate reinvestment in this area.



Operations and Maintenance Impact on Budget:
Current:
The General Fund Operating Budget will be used to complete these updates.

Long-Term:
Changes that help to preserve existing assets while thoughtfully guiding growth and development in the community will increase assessed values, protect existing adjacent property values and increase the tax base.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other				75,000	75,000		150,000
Total Costs	-	-	-	75,000	75,000	-	150,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
General Revenue				75,000	75,000		150,000
							-
							-
							-
Total Source	-	-	-	75,000	75,000	-	150,000

Funding Source:		Project Schedule		
		Start	Finish	
GR	150,000	Design		
		Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	FY27	FY28
Total	\$150,000	Total Project	FY27 FY28	

City of Cedar Falls Capital Improvement Program

CIP Number: 64


Department: Community Development Division: Planning & Community Services Project Number:


Project Description:
Wayfinding Signage-Phase II
 Install a series of wayfinding signage throughout the community in order to promote and direct travelers to the City's historical, cultural and commercial areas. The first phase of the project was completed in 2021. A second phase was anticipated to include signage along other major thoroughfares, including Main Street (after reconstruction), Greenhill Road, Waterloo Road, and University Ave.



Operations and Maintenance Impact on Budget:
Current:
 Sign locations in the TIF district may be eligible for funding through TIF revenues, if eligible. Otherwise signs will need to be funded through Hotel/Motel revenue.
Long-Term:
 The directional signs will need to be continually maintained after installation.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Design							-	
Land/Right of Way							-	
Utility Relocation							-	
Construction			30,000				30,000	
Landscaping							-	
Equipment & Furnish							-	
Other							-	
Total Costs	-	-	30,000	-	-	-	30,000	
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Gen. Obligation Bond							-	
Federal/State Funding							-	
Local Sales Tax							-	
Capital Projects							-	
TIF - DT							-	
TIF -UN							-	
Hotel/Motel-V&T			30,000				30,000	
							-	
							-	
Total Source	-	-	30,000	-	-	-	30,000	
Funding Source: TIF- UN H/M-VT	30,000	Project Schedule		Start		Finish		
		Design			FY25			
		Land/Right of Way						
		Utility Relocation						
		Construction					FY26	
		Other:						
Total	30,000	Total Project		FY25		FY26		

City of Cedar Falls Capital Improvement Program						CIP Number: 65	
Department: Community Development			Division: Recreation & Community Programs			Project Number:	
Project Description: Ballfield Fencing Spot Repair around the City Fencing at various ballfields within the Cedar Falls Park system needs to be repaired, from normal wear of regular use and age. Damage includes bent posts, curled fence fabric, missing or detached posts and rails. This includes certain areas of Birdsall, Orchard Hill, Pfeiffer Park and Central Park.					Attach Map: 		
Operations and Maintenance Impact on Budget:							
Current: Fence will function as it was supposed to and will provide a safer facility for those using these facilities.							
Long-Term: Minor-repairs will improve the structural integrity and lengthen the useful life of current fencing.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	1,500	1,500	1,500	1,500	1,500	1,500	9,000
Landscaping							-
Equipment & Furnish	1,500	1,500	1,500	1,500	1,500	1,500	9,000
Other							-
Total Costs	3,000	3,000	3,000	3,000	3,000	3,000	18,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Player Fund	3,000	3,000	3,000	3,000	3,000	3,000	18,000
Rec CIP							-
							-
Total Source	3,000	3,000	3,000	3,000	3,000	3,000	18,000
Funding Source:		Project Schedule		Start		Finish	
SBPF	18,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$18,000	Total Project		Ongoing		Ongoing	

City of Cedar Falls Capital Improvement Program						CIP Number:	66
Department: Community Development		Division: Recreation & Community Programs			Project Number:		
Project Description: Birdsall Park Renovation-Phase 1 The current Birdsall Park Baseball/Softball Complex was built in 1970 and is now in need of some major renovations. This project includes replacing the infield with an alternative material, replacement of fences and dugouts, LED Lighting upgrade, and adding scoreboards to the primary fields. During the development of the Park Master Plan and design work for this renovation project, options for an all-year facility such as a sledding hill or ice rink will be explored along with phased implementation of the plan.				Attach Man: 			
Operations and Maintenance Impact on Budget:							
Current: Two ball field maintenance seasonal workers are hired each year for line chalking, dragging of the fields, and general maintenance. Public Works/Parks hires a seasonal mower to mow the fields and the complex.							
Long-Term: At completion, it is recommended three ball field maintenance seasonals workers are hired due to anticipated higher use of the fields.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design			300,000				300,000
Land/Right of Way							-
Utility Relocation							-
Construction					300,000		300,000
Landscaping							-
Equipment & Furnish					600,000	600,000	1,200,000
Other							-
Total Costs	-	-	300,000	-	900,000	600,000	1,800,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond			300,000		610,000		910,000
Federal/State Funding						100,000	100,000
Local Sales Tax							-
Capital Projects							-
School Contribution						250,000	250,000
Fundraising					170,000		170,000
Hotel/Motel-Parks						150,000	150,000
Softball Players Fund					80,000		80,000
Cell Tower Lease					40,000	100,000	140,000
Total Source	-	-	300,000	-	900,000	600,000	1,800,000
Funding Source:		Project Schedule		Start		Finish	
GO	910,000	Design		FY26		FY26	
SCHOOL	250,000	Land/Right of Way					
F/S	100,000	Utility Relocation					
PRIV	170,000	Construction		FY28		FY29	
H/M-PK	150,000	Other:					
SPF	80,000						
CTL	140,000						
Total	1,800,000	Total Project		FY26		FY29	

City of Cedar Falls Capital Improvement Program		CIP Number: 67
Department: Community Development	Division: Recreation & Community Programs	Project Number:

Project Description:
Dugout Covers - Birdsall Park
 The Six Dugout Covers at Birdsall Park will need replaced. Current structure was a prototype that has proven to need frequent repair. Upgraded cantilever structure is promised to be more resilient and provide simple set up and tear down resulting in longer fabric life.



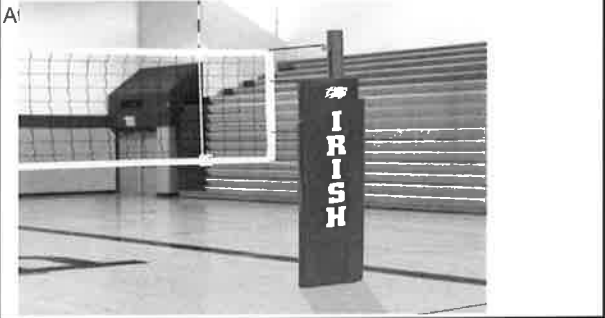
Operations and Maintenance Impact on Budget:
Current:
 Improve customer service and user facilities
Long-Term:
 Improvements will make city facilities more attractive to program participants and potential outside user/rental groups interested in hosting tournaments and game play. Potentially increasing concession and rental revenue. Improvements would decrease maintenance including mowing and run-off clean-up.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			65,000				65,000
Landscaping							-
Equipment & Furnish			42,000				42,000
Other							-
Total Costs	-	-	107,000	-	-	-	107,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Player Fund			107,000				107,000
							-
							-
Total Source	-	-	107,000	-	-	-	107,000
Funding Source:			Project Schedule	Start	Finish		
SBPF	107,000		Design				
GO	-		Land/Right of Way				
			Utility Relocation				
			Construction	FY26	FY26		
			Other:				
Total	107,000		Total Project	FY26	FY26		

City of Cedar Falls Capital Improvement Program CIP Number: 68

Department: Community Development Division: Recreation Project Number:

Project Description:
Facility Improvements - Rec Center
 The current Volleyball net systems are original to the facility and in need of replacement. This will make facility more attractive to use for programming and community user groups. 3 net systems are needed.




Operations and Maintenance Impact on Budget:
 Current:
 Improve customer service and user facilities
 Long-Term:
 Improved appearance and customer safety

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	10,000						10,000
Other							-
Total Costs	10,000		-	-	-	-	10,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Rec CIP	10,000						10,000
							-
							-
							-
							-
Total Source	10,000		-	-	-	-	10,000

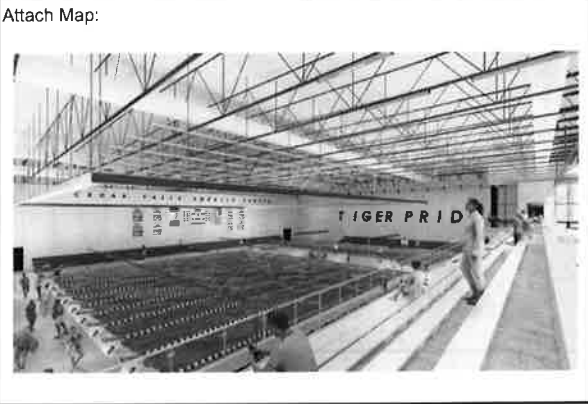
Funding Source:	Project Schedule	Start	Finish
RCCIP 10,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:	FY 24	FY24
Total	Total Project	FY24	FY24

City of Cedar Falls Capital Improvement Program						CIP Number:	69
Department: Community Development			Division: Recreation & Community Programs			Project Number:	
Project Description: Facility Improvements & Security - Rec Center Replace existing camera system while adding more cameras in needed areas including parking lot. Also, replace the sound system receiver and console.							
Operations and Maintenance Impact on Budget:							
Current: Improve security and customer service.							
Long-Term: Improve security and customer service.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		75,000					75,000
Other							-
Total Costs	-	75,000	-	-	-	-	75,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Rec CIP		75,000					75,000
TIF - Downtown							-
							-
							-
Total Source	-	75,000	-	-	-	-	75,000
Funding Source:		Project Schedule		Start		Finish	
RCCIP		75,000	Design				
			Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:	FY 25		FY 25	
Total		\$75,000	Total Project	FY 25		FY 25	

City of Cedar Falls Capital Improvement Program		CIP Number: 70
Department: Community Development	Division: Recreation & Community Programs	Project Number:

Project Description:
New HS Pool: Phase I & II

Like the City did in 75/76 when the indoor pools at Peet and Holmes were built, the City will be asked by the school system to contribute approximately 1/3 of the construction cost to build a new pool attached to the new High School currently being planned. Since the City is a participant in the planning we can ensure public access 24/7 when it is not being used for school functions. Both Peet and Holmes are at the last of their useful lives without more major costly renovations. Phase I includes the building shell with interior drywall, exterior sidewalks, & minor excavation. Phase II builds the pool, completes fireproofing/sprinklers, seating area, and other interior improvements needed to finish the project.



Operations and Maintenance Impact on Budget:

Current:

Long-Term:
 There would be on-going costs related to the upkeep of the pool.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	1,500,000						1,500,000
Land/Right of Way							-
Utility Relocation							-
Construction	13,800,000	5,700,000					19,500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	15,300,000	5,700,000	-	-	-	-	21,000,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding		950,000					950,000
School District	8,100,000						8,100,000
Black Hawk County		150,000					150,000
Rec CIP	1,400,000						1,400,000
General Fund Savings	2,100,000	4,000,000					6,100,000
Black Hawk Cnty Gaming	300,000	600,000					900,000
Private	2,900,000						2,900,000
Economic Development	500,000						500,000
Total Source	15,300,000	5,700,000	-	-	-	-	21,000,000
Funding Source:	Project Schedule		Start	Finish			
EDF 500,000	Design						
SCHOOLS 8,100,000	Land/Right of Way						
F/S 950,000	Utility Relocation						
RCCIP 1,400,000	Construction						
GFS 6,100,000	Other:		FY24	FY25			
BHC 150,000							
BHCG 900,000							
PRIV 2,900,000							
Total	\$21,000,000	Total Project	FY24	FY25			

City of Cedar Falls Capital Improvement Program		CIP Number: 71
Department: Community Development	Division: Recreation & Community Programs	Project Number:

Project Description:
Orchard Hill Park-Pickleball Expansion

Remove existing tennis courts and replace them with eight pickleball courts, matching the existing courts. Remove existing shelter and playground. Construct new shelter inbetween the courts. Double the size of the parking lot, paving and striping it.



Operations and Maintenance Impact on Budget:


Current:
Tennis courts need to be removed at this point regardless. With the current parking lot situation there is an imminent need for more parking.

Long-Term:
Courts would have to be resurfaced at some point down the road.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Parking Lot Expansion	325,000						325,000
Utility Relocation							-
Construction	50,000						50,000
Landscaping							-
Equipment & Furnish	150,000						150,000
Other							-
Total Costs	525,000	-	-	-	-	-	525,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond	50,000						50,000
Federal/State Funding							-
Local Sales Tax							-
TIF - Downtown							-
Private-Pickleball Club	225,000						225,000
Cell Tower Lease	150,000						150,000
General Fund Savings	100,000						100,000
total Source	525,000	-	-	-	-	-	525,000

Funding Source:		Project Schedule	Start	Finish
GO	50,000	Design	FY23	
PRIV	225,000	Land/Right of Way		
CTL	150,000	Utility Relocation		
GFS	100,000	Construction	FY24	FY24
		Other:		
Total	525,000	Total Project	FY23	FY24

City of Cedar Falls Capital Improvement Program		CIP Number: 72
Department: Community Development	Division: Recreation & Community Programs	Project Number:

Project Description: Outdoor Fitness Park An outdoor fitness park that would be free for public use. It would be located near the Rec to support and facilitate classes being held there adding potential future clients to the Rec.	Attach Map: 
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Operations and Maintenance Impact on Budget:
Current:
Should be very minimal on the maintenance side.

Long-Term:
Built tough for the hard climate, but individual apparatuses may need replaced over time.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					50,000		50,000
Landscaping							-
Equipment & Furnish					100,000		100,000
Other							-
Total Costs	-	-	-	-	150,000	-	150,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Nat'l. Fitness Grant					30,000		30,000
Private Fundraising					120,000		120,000
							-
Total Source	-	-	-	-	150,000	-	150,000
Funding Source:		Project Schedule	Start	Finish			
NFG	30,000	Design					
PRIV	120,000	Land/Right of Way					
		Utility Relocation					
		Construction	FY28	FY28			
		Other:					
Total	\$150,000	Total Project	FY28	FY28			

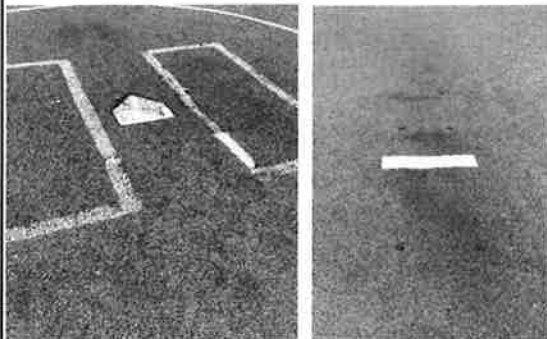
City of Cedar Falls Capital Improvement Program		CIP Number: 73
Department: Community Development	Division: Recreation & Community Programs	Project Number:

Project Description:
Park Renovations
 Add a new piece of playground equipment or playground structure in an already established City Park. We have taken down old or damaged equipment over the past decade without replacing it. This item identifies funding to establish a rotation in our parks, to improve the attractiveness of all of our parks by having relevant and safe equipment.



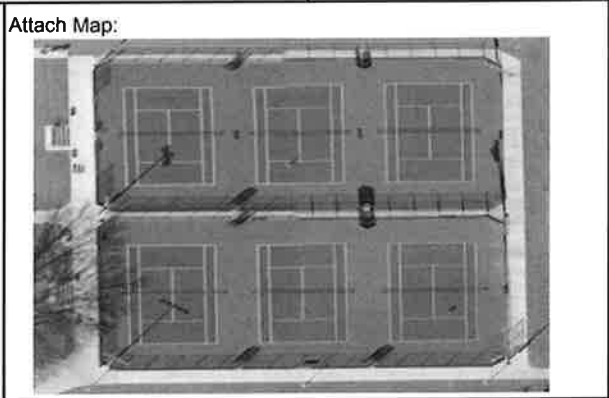
Operations and Maintenance Impact on Budget:
Current:
 Parks/PW could assist with construction.
Long-Term:
 Weekly inspections are already taking place looking for potential safety hazards that are addressed as needed. Rotation of equipment is proposed with this CIP item.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		75,000	75,000	75,000	75,000	75,000	375,000
Other							-
Total Costs	-	75,000	75,000	75,000	75,000	75,000	375,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
Cell Tower Lease		75,000	75,000	75,000	75,000	75,000	375,000
Hotel/Motel-Parks							-
							-
Total Source	-	75,000	75,000	75,000	75,000	100,000	375,000
Funding Source: CTL	375,000	Project Schedule		Start		Finish	
		Design			FY24		
		Land/Right of Way					
		Utility Relocation					
		Construction			FY25		Annual
		Other:					
Total	\$375,000	Total Project		FY25		Annual	

City of Cedar Falls Capital Improvement Program						CIP Number:	74
Department: Community Development		Division: Recreation & Community Programs			Project Number:		
Project Description: Turf Replacement Robinson Dresser The Synthetic Turf at Robinson Dresser was installed in 2007 as a joint project between the City and Cedar Falls Schools. The average life expectancy according to Midwest Field Turf is 10 -12 years. This field has exceeded this estimate with high usage from both school programs and communtiy users. Is now showing its age and has a limited usable life remaining before it becomes unsafe to use. A full removal and replacement is proposed.				Attach Map: 			
Operations and Maintenance Impact on Budget:							
Current: Once installed will need limited maintenance							
Long-Term: Rubber granular fill will need to be added to the turf about every 6-7 years to extend lifetime.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish					175,000		175,000
Other							-
Total Costs	-	-	-		175,000	-	175,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond					87,500		87,500
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
School Contribution							-
Rec CIP					87,500		87,500
Hotel/Motel-Parks							-
							-
							-
Total Source	-	-	-	-	175,000	-	175,000
Funding Source:		Project Schedule		Start		Finish	
GO	87,500	Design					
RCCIP	87,500	Land/Right of Way					
SCHOOLS	-	Utility Relocation					
		Construction		FY28		FY28	
		Other:					
Total	175,000	Total Project		FY28		FY28	

City of Cedar Falls Capital Improvement Program		CIP Number: 75
Department: Community Development	Division: Recreation & Community Programs	Project Number:


Project Description:
Wind Screen Fence Repair - Tennis Courts
 The 19th St. tennis court facility currently has a wind break that is screen netting. Staff has to put up and take down every year. It is very labor intensive due to the size. It also comes down during the year due to wind and the constant breaking of zip ties. A more effective and permanent solution is desired. Installing slats is proposed. The courts are part of a 28E Agreement with UNI and CF High School.



Operations and Maintenance Impact on Budget:
Current:
 Slats will provide needed wind protection allowing users to utilize the facility more often.
Long-Term:
 Minimal ongoing maintenance or upkeep.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		13,500	13,500				27,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	13,500	13,500	-	-	-	27,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
Univ. of Northern Iowa		4,500	4,500				9,000
School District		4,500	4,500				9,000
Rec CIP		4,500	4,500				9,000
							-
Total Source	-	13,500	13,500	-	-	-	27,000

Funding Source:		Project Schedule	Start	Finish
RCCIP SCHOOLS UNI	9,000	Design		
	9,000	Land/Right of Way		
	9,000	Utility Relocation		
		Construction	FY25	FY26
		Other:		
Total	\$ 27,000	Total Project	FY25	FY26

City of Cedar Falls Capital Improvement Program						CIP Number: 76	
Department: Community Development			Division: Recreation & Community Programs			Project Number:	
Project Description: Falls-Cabanas Purchase and install cabanas that would be available for patron rental throughout the season at the Falls Aquatic Center.				Attach Map: 			
Operations and Maintenance Impact on Budget:							
Current: Normal annual upkeep and maintenance on cabanas.							
Long-Term: Additional income could be generated by renting cabanas to those interested at the FAC to offset maintenance and replacement.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other		25,000					25,000
Total Costs	-	25,000	-	-	-	-	25,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Rec CIP		25,000					25,000
Total Source	-	25,000	-	-	-	-	25,000
Funding Source:		Project Schedule		Start		Finish	
RCCIP 25,000		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY25		FY25	
Total		Total Project		FY25		FY25	


City of Cedar Falls Capital Improvement Program		CIP Number: 77
Department: Community Development	Division: Recreation & Community Programs	Project Number:


Project Description:
Falls - Maintenance
 On-going maintenance of The Falls Aquatic Center is important for a top-notch facility. These items are not related to the annual operations but more focused on larger maintenance needs such as replacing chemical controllers, repairs & painting of the pool and other structures within the facility, chair/innertube replacement, and more. Staff has developed an overall maintenance list, to guide CIP proposals and budgeting.





Operations and Maintenance Impact on Budget:
Current:
 Consistent evaluation of maintenance projects for near and distant future.
Long-Term:
 Reduce unanticipated repairs that would be more costly if not planned in a systematic fashion.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	10,000	10,000	10,000	10,000	10,000	10,000	60,000
Landscaping							-
Equipment & Furnish	15,000	45,000	25,000	25,000	25,000	25,000	160,000
Other	30,000	25,000	15,000				70,000
Total Costs	55,000	80,000	50,000	35,000	35,000	35,000	290,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Rec CIP	55,000	80,000	50,000	35,000	35,000	35,000	290,000
							-
Total Source	55,000	80,000	50,000	35,000	35,000	35,000	290,000
Funding Source:		Project Schedule		Start		Finish	
RCCIP	290,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		On-going		On-going	
Total	\$290,000	Total Project		On-going		On-going	

City of Cedar Falls Capital Improvement Program							CIP Number:	78
Department: Community Development			Division: Recreation & Community Programs			Project Number:		
Project Description: Falls- Splash Feature Remove & replace Totem Pole water feature with more modern Splash Pad Play Structure.								
Operations and Maintenance Impact on Budget: Current: Demolition & Replacement costs Long-Term: Cost to maintain & repair structure								
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Design							-	
Land/Right of Way							-	
Utility Relocation							-	
Construction				20,000			20,000	
Landscaping							-	
Equipment & Furnish				50,000			50,000	
Other							-	
Total Costs	-	-	-	70,000	-	-	70,000	
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Gen. Obligation Bond							-	
Federal/State Funding							-	
Local Sales Tax							-	
Capital Projects							-	
Cedar Falls Utilities							-	
TIF - Downtown							-	
Rec CIP				70,000			70,000	
							-	
							-	
Total Source	-	-	-	70,000	-	-	70,000	
Funding Source:	Project Schedule		Start		Finish			
RCCIP	70,000	Design	FY26		FY26			
		Land/Right of Way						
		Utility Relocation						
		Construction	FY27		FY27			
		Other:						
Total	70,000	Total Project	FY26		FY27			

City of Cedar Falls Capital Improvement Program						CIP Number:	79
Department: Community Development		Division: V&T-Cultural			Project Number:		
Project Description: Hearst Center Master Plan In FY20 the Hearst presented results from visioning in anticipation of the building feasibility study. The study was delayed due to COVID. Staff and stakeholders reconvened in FY22. This project would complete a Master Plan to develop a building layout for a new facility on Seerley Blvd., with conceptual building elevations, conceptual images of the interior, and detailed cost estimate. The winning bid contract from OPN for services is \$24K. Project commenced in FY23, with \$16,472.71 paid out in FY23; within that total, \$6,545.45 was reimbursed to the city from Friends of the Hearst for their 27.3%, and \$9,927.26							
Operations and Maintenance Impact on Budget: Current: Some of this work may be completed by staff reducing the expense of the project. Long-Term: Make best possible decisions about future expansion and to limit additional tax support.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	7,530						7,530
Total Costs	7,530	-	-	-	-	-	7,530
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cultural Rep. & Maint.							-
Art and Culture Funds	6,550						6,550
Friends							-
CIF	980						980
							-
Total Source	7,530	-	-	-	-	-	7,530
Funding Source:		Project Schedule		Start		Finish	
ACB	6,550	Design					
FRIEND	-	Land/Right of Way					
CIF	980	Utility Relocation					
		Construction					
		Other:		FY22		FY24	
Total	\$7,530	Total Project		FY22		FY24	

City of Cedar Falls Capital Improvement Program						CIP Number: 80	
Department: Community Development		Division: V&T-Cultural		Project Number:			
Project Description: Hearst Center Fundraising Feasibility Study & Consultant In FY23 the Hearst is working on a new building master plan. In anticipation of the results of the master plan, staff also seeks to begin work on a Hearst 2.0 fundraising feasibility leading into a Capital Campaign consultant contract to implement the fundraising campaign from the kick-off stage to completion of fundraising goals.				Attach Map: 			
Operations and Maintenance Impact on Budget: Current: Long-Term: Make best possible estimates of fundraising support through public and private means, and have the option to continue to contract with the consultant on the implementation of a fundraising campaign.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	15,000	15,000	40,000	40,000	40,000		150,000
Total Costs	15,000	15,000	40,000	40,000	40,000	-	150,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							
Capital Projects							-
Art and Culture Funds	7,500	7,500	7,500	7,500	7,500		37,500
Friends	7,500	7,500	7,500	7,500	7,500		37,500
CIF							
Private			25,000	25,000	25,000		75,000
Total Source	15,000	15,000	40,000	40,000	40,000	-	150,000
Funding Source:		Project Schedule		Start		Finish	
ACB	37,500	Design					
FRIEND	37,500	Land/Right of Way					
PRIV	75,000	Utility Relocation					
		Construction					
		Other:		FY24			FY28
Total	\$150,000	Total Project		FY24		FY28	

City of Cedar Falls Capital Improvement Program						CIP Number:	81
Department: Community Development			Division: V&T			Project Number:	
Project Description: RAGBRAI Start Up Funds This is revenue generated from the 2015 event. It is held in the reserve account for use as start-up funds when the event returns to Cedar Falls.						 <p>IT'S ALL DOWNHILL FROM HERE.</p> <p>JULY 22, 2015</p>	
Operations and Maintenance Impact on Budget: Current: n/a Long-Term: n/a							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other			5,000				5,000
Total Costs	-	-	5,000	-	-	-	5,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Tourism Cash Reserves			5,000				5,000
							-
							-
							-
							-
Total Source	-	-	5,000	-	-	-	5,000
Funding Source:		Project Schedule		Start		Finish	
TRC	5,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY26		FY26	
Total	\$5,000	Total Project		FY26		FY26	

City of Cedar Falls Capital Improvement Program

CIP Number: 82

Department:
Community Development

Division:
V&T

Project Number:

Project Description:
Replacement of Street Banners

We set aside funds to replace street banners as they become worn. We currently have \$7,180 in reserves for this purpose. This CIP request serves as a reminder that these funds are available.



Operations and Maintenance Impact on Budget:
Current:
This project will be funded from the Division's cash reserves.

Long-Term:
Little maintenance is expected.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other			2,500	2,500	2,500		7,500
Total Costs	-	-	2,500	2,500	2,500	-	7,500
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Tourism Cash Reserves			2,500	2,500	2,500		7,500
							-
							-
							-
							-
Total Source	-	-	2,500	2,500	2,500	-	7,500
Funding Source:			Project Schedule		Start		Finish
TRC	7,500		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:		FY26		On-going
Total	\$7,500		Total Project		FY26		On-going


City of Cedar Falls Capital Improvement Program		CIP Number: 83
Department: Community Development	Division: V&T	Project Number:

Project Description:
Tourism Market Study
 A tourism plan and market research project would identify needs within the community to attract more visitors. This destination assessment would help confirm if there is a need for expanded meeting venues, athletic venues and hotels. This research could assist in indentifying how expanded venues and amenities could create economic impact. This could be used to support and advocate for continued growth in the Cedar Falls tourism industry by sharing information with potential investors interested in destination-enhancing economic development projects.



Operations and Maintenance Impact on Budget:
Current:
 This project will be funded from the Division's cash reserves.
Long-Term:
 No long term impact.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other		40,000					40,000
Total Costs	-	40,000	-	-	-	-	40,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Tourism Cash Reserves		40,000					40,000
							-
							-
							-
							-
Total Source	-	40,000	-	-	-	-	40,000
Funding Source: TRC	40,000	Project Schedule		Start	Finish		
		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:			FY25		FY25
Total	\$40,000	Total Project		FY25		FY25	

City of Cedar Falls Capital Improvement Program		CIP Number: 84
Department: Community Development	Division: V&T	Project Number:
Project Description: Visitor Center -Cedar Falls 3D Sign The sign would be located in the grass circle in the driveway of the Visitor Center. The 4 foot high letters are aluminum and would be mounted on a concrete base and lit. Many communities and universities are using these letters to welcome visitors (and residents) and encourage photo opportunities that are shared online. This would be another way to draw guests into the Visitor Center for information about the community.		Attach Map: 

Operations and Maintenance Impact on Budget:
 Current:
 This project will be funded from the Division's cash reserves.

Long-Term:
 Little maintenance is expected. Occasionally graffiti removal may be needed, similar to our public art and trail signage.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			25,000				25,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-		25,000	-	-	-	25,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Tourism Cash Reserves			25,000				25,000
							-
							-
							-
							-
Total Source	-	-	25,000	-	-	-	25,000
Funding Source:		Project Schedule		Start		Finish	
TRC	25,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY26		FY26	
		Other:					
Total	\$25,000	Total Project		FY26		FY26	

City of Cedar Falls Capital Improvement Program

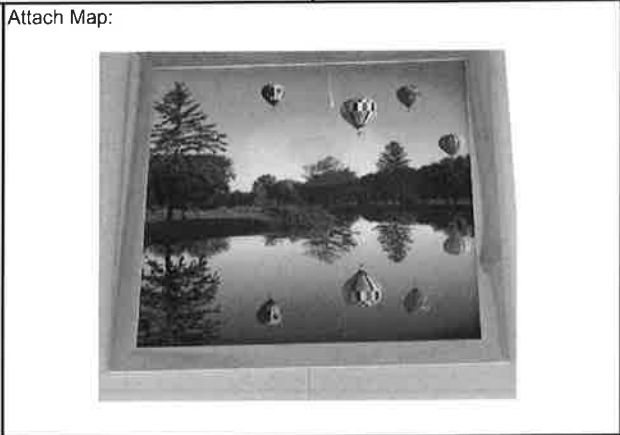
CIP Number: 85

Department:
Community Development

Division:
V&T

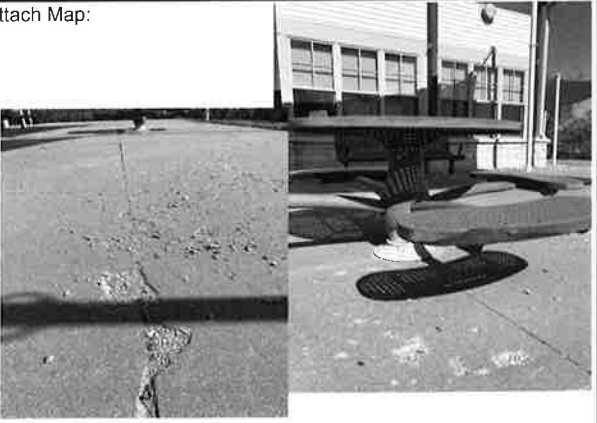
Project Number:

Project Description:
Visitor Center Interior Painting & Updates
The paint in staff section of the visitor center could use refreshing. The photos in the Visitor Center foyer, gift shop and conference room are nearly 20 years old and need replacing.



Operations and Maintenance Impact on Budget:
Current:
This project will be funded from the Division's cash reserves.
Long-Term:
Little maintenance is expected

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	15,000						15,000
Total Costs	15,000	-	-	-	-	-	15,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Tourism Cash Reserves	15,000						15,000
							-
							-
							-
							-
Total Source	15,000	-	-	-	-	-	15,000
Funding Source:		Project Schedule		Start		Finish	
TRC	15,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY24		FY24	
Total	\$15,000	Total Project		FY24		FY24	

City of Cedar Falls Capital Improvement Program		CIP Number: 86
Department: Community Development	Division: V&T	Project Number:
Project Description: Visitor Center -Patio Repair & Furnishing This project would include replacing the entire patio area. The patio has begun cracking and crumbling in multiple areas. The patio benches and tables are also very worn and in need of replacement. The appearance of the building would be improved with these changes. We had hoped to do this project in FY23 with the retaining wall replacement, but the patio portion was delayed.		Attach Map: 

Operations and Maintenance Impact on Budget:
 Current:
 This project will be funded from the Division's cash reserves. New benches and tables may be sponsored by local businesses or individuals.
 Long-Term:
 Little maintenance is expected

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		22,000					22,000
Landscaping							-
Equipment & Furnish		7,500					7,500
Other							-
Total Costs	-	29,500	-	-	-	-	29,500
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Tourism Cash Reserves		29,500					29,500
							-
							-
							-
							-
Total Source	-	29,500	-	-	-	-	29,500
Funding Source:			Project Schedule		Start	Finish	
TRC	29,500		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction	FY25		FY25	
			Other:				
Total	\$29,500		Total Project	FY25		FY25	

City of Cedar Falls Capital Improvement Program

CIP Number: 87

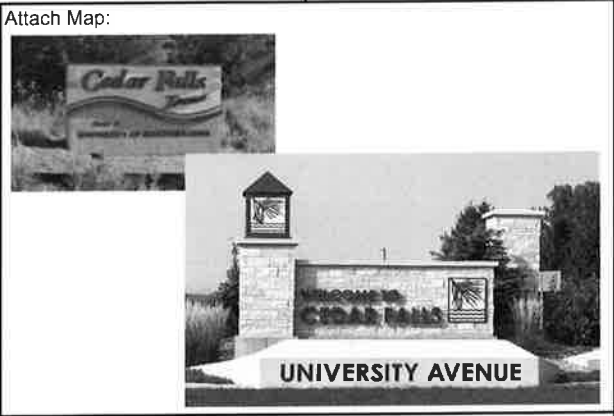
Department:
Community Development

Division:
V&T

Project Number:

Project Description:
Entrance Signage Replacement & Upgrade

City entrance signs were installed 20 years ago and have been well maintained. The City has been integrating beautification and placemaking with recent roadway and industrial park expansion. It is time to integrate these into our entrance signage and make upgrades to improve our welcome to visitors and community pride. Replacement of 2 signs on Hwy 58 and addition of signs at Hudson/Ridgeway and W 1st St./Union Road are proposed over the next 10 years.



Operations and Maintenance Impact on Budget:
Current:
Sign locations in the TIF district may be eligible for funding through TIF revenues, if eligible. Otherwise Hotel/Motel revenues may be used.
Long-Term:
The signs will need to be maintained after installation. There may be landscaping that will require weeding and maintenance too.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design			25,000				25,000
Land/Right of Way							-
Utility Relocation							-
Construction			75,000	75,000	75,000		225,000
Landscaping				25,000	25,000		50,000
Equipment & Furnish							-
Other							-
Total Costs	-	-	100,000	100,000	100,000	-	300,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
Economic Dev. Fund			75,000	75,000	100,000	-	250,000
TIF - South							-
Hotel/Motel-V&T			25,000	25,000			50,000
							-
Total Source	-	-	100,000	100,000	100,000	-	300,000

Funding Source:		Project Schedule	Start	Finish
GO	-	Design	FY26	FY41
CP	-	Land/Right of Way		
EDF	250,000	Utility Relocation		
H/M-VT	50,000	Construction	FY26	FY41
		Other:		
Total	\$300,000	Total Project	FY26	FY41

City of Cedar Falls Capital Improvement Program

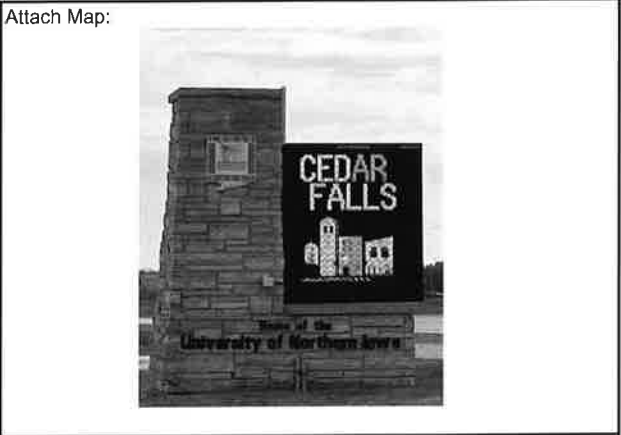
CIP Number: 88

Department:
Community Development

Division:
V&T

Project Number:

Project Description:
Visitor Center Sign
The monument sign at the entrance to the Visitor Center coordinates with the building and other monument signage throughout Industrial Park. The top of the sign was an old logo and showing wear, so it was removed, but not replaced. We would like to replace this top portion of the sign, leaving the stone monument and Daktronics electronic message board intact.



Operations and Maintenance Impact on Budget:
Current:
This project will be funded from the Division's cash reserves.
Long-Term:
Little maintenance is expected.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		5,000					5,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	5,000	-	-	-	-	5,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Tourism Cash Reserves		5,000					5,000
							-
							-
							-
							-
Total Source	-	5,000	-	-	-	-	5,000

Funding Source:	Project Schedule	Start	Finish
TRC 5,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY25	FY25
	Other:		
Total	Total Project	FY25	FY25

City of Cedar Falls Capital Improvement Program

CIP Number: 89

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Bridges/Culverts: Hudson Road Bridge Deck Overlay
This projects involves the removal and replacement of the bridge deck of the Hudson Road bridge south of University Avenue.



Operations and Maintenance Impact on Budget:
Current:
This will impact the street construction fund since road use tax is being used.

Long-Term:
The bridge will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design		100,000					100,000
Land/Right of Way							-
Utility Relocation							-
Construction		800,000					800,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	900,000	-	-	-	-	900,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Street Construction Fund							-
Local Sales Tax		900,000					900,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	900,000	-	-	-	-	900,000
Funding Source:				Project Schedule	Start	Finish	
SCF	-			Design			
LST	900,000			Land/Right of Way			
				Utility Relocation			
				Construction	FY22	FY23	
				Other:			
Total	\$900,000			Total Project	FY22	FY23	

City of Cedar Falls Capital Improvement Program

CIP Number: 90

Department:
Public Works

Division:
Engineering

Project Number:
02.1719

Project Description:

Bridges/Culverts: Inspections/Repairs

Alternating year inspection program of the 63 bridges in the City of Cedar Falls required by the State of Iowa and financed through Road Use Taxes. We are doing dive inspections on our bridges in FY20 which is required by FHWA every 5 years. The bridge repairs found as part of the biannual inspections will be repaired in the following fiscal years. Example of required bridge repairs are expansion joint repair, deck repairs, concrete repairs, bearing cleaning, painting, rip rap inlet/outlets, footing repair, and pile encasements.



Operations and Maintenance Impact on Budget:

Current:

This will impact the street construction fund since road use tax is being used.

Long-Term:

This is an operational cost that will need to be budgeted annually.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design		50,000		50,000		50,000	150,000
Land/Right of Way							-
Utility Relocation							-
Construction		150,000		150,000		150,000	450,000
Landscaping							-
Equipment & Furnish							-
Other-Consultant Inspecting	55,000		55,000		55,000		165,000
Total Costs	55,000	200,000	55,000	200,000	55,000	200,000	765,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Street Construction Fund	55,000	200,000	55,000	200,000	55,000	200,000	765,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	55,000	200,000	55,000	200,000	55,000	200,000	765,000
Funding Source:	Project Schedule			Start		Finish	
SCF	765,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:			Annual		Annual
Total	\$765,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program

CIP Number: 91

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Bridges/Culverts: Katoski Drive Box Culvert Replacement

Katoski Drive Box Culvert Replacement Project will remove and replace the existing steel I-beam bridge with a box culvert. The current bridge is in poor condition with advanced deterioration.



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since minor bond funding will be used.

Long-Term:
This bridge will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	10,000						10,000
Land/Right of Way							-
Utility Relocation							-
Construction	240,000	240,000					480,000
Landscaping							-
Inspection							-
Other							-
Total Costs	250,000	240,000	-	-	-	-	490,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Storm Water Fund	100,000	100,000					200,000
General Obligation Bond	10,000						10,000
Local Sales Tax	140,000	140,000					280,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	250,000	240,000	-	-	-	-	490,000
Funding Source:			Project Schedule		Start	Finish	
STW	200,000		Design		FY23	FY24	
GO	10,000		Land/Right of Way				
LST	280,000		Utility Relocation				
			Construction		FY24	FY25	
			Other:				
Total	\$ 490,000		Total Project		FY23	FY25	

City of Cedar Falls Capital Improvement Program

CIP Number: 92

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Bridges/Culverts: Olive Street Box Culvert Replacement
 Olive Street Box Culvert Replacement Project will remove and replace the existing 2 span slab bridge with a twin 10X8 box culvert. The current bridge is poor condition with advanced deterioration. This project includes streambank restoration between College Street and Olive Street.



Operations and Maintenance Impact on Budget:
 Current:
 This will impact the debt service levy since bond funding is being used for a portion of the project. Storm water funds will also be paying for a portion of the project.
 Long-Term:
 This bridge will be maintained by the Public Works Department.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	540,000						540,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	540,000	-	-	-	-	-	540,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing -	540,000						540,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	540,000	-	-	-	-	-	540,000
Funding Source:	Project Schedule		Start		Finish		
TIF-CH	540,000	Design	FY21		FY21		
		Land/Right of Way	FY21		FY21		
		Utility Relocation					
		Construction	FY23		FY24		
		Other:					
Total	\$540,000	Total Project		FY21		FY24	

City of Cedar Falls Capital Improvement Program		CIP Number: 93
Department: Public Works	Division: Engineering	Project Number:

Project Description:
Bridges/Culverts: Ridgeway Avenue Bridge Replacement
 Ridgeway Avenue Bridge Project will remove and replace the existing bridge with a new bridge.



Operations and Maintenance Impact on Budget:
 Current:
 This will impact the debt service levy since the City's match to the IDOT bridge funding will be paid for with TIF proceeds.
 Long-Term:
 This bridge will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		665,000					665,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	665,000	-	-	-	-	665,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Federal or State Funding		480,000					480,000
Tax Increment Financing	-	185,000					185,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	665,000	-	-	-	-	665,000
Funding Source:			Project Schedule		Start	Finish	
F/S	480,000		Design		FY25	FY25	
TIF-STH	185,000		Land/Right of Way				
			Utility Relocation				
			Construction		FY25	FY25	
			Other:				
Total	\$665,000		Total Project		FY25	FY25	

City of Cedar Falls Capital Improvement Program		CIP Number: 94
Department: Public Works	Division: Engineering	Project Number:

Project Description:

Bridges/Culverts: Tremont Street Bridge Replacement

This project will replace the existing bridge with a twin 10X8 box culvert. The current bridge is in poor condition with advanced deterioration. Design for this project will occur in-house. Additional work includes the infill of city sidewalk at the gap at 422 West 20th Street.




Operations and Maintenance Impact on Budget:

Current:
This will impact the debt service levy since bond proceeds are being used.

Long-Term:
The box culvert will be maintained by the Public Works Department.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way			15,000				15,000
Utility Relocation							-
Construction				480,000			480,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	15,000	480,000	-	-	495,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond			15,000	165,000			180,000
Street Construction Fund				115,000			115,000
Local Sales Tax				200,000			200,000
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	15,000	480,000	-	-	495,000
Funding Source:	Project Schedule		Start		Finish		
GO	180,000	Design	FY24		FY24		
LST	200,000	Land/Right of Way					
SCF	115,000	Utility Relocation					
		Construction	FY25		FY25		
		Other:					
Total	\$495,000	Total Project	FY24		FY25		

City of Cedar Falls Capital Improvement Program		CIP Number: 95
Department: Public Works	Division: Engineering	Project Number:
Project Description: Industrial & City Development: Infrastructure Oversizing This project would provide funding when there's a project where the City must participate in oversizing sanitary sewer, storm sewer, or the street.		

Operations and Maintenance Impact on Budget:
 Current:
 This will not impact the debt service levy since General Obligation Bonds will not be used.

Long-Term:
 Completed improvements will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	110,000	110,000	110,000	110,000	110,000	110,000	660,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	110,000	110,000	110,000	110,000	110,000	110,000	660,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Capital Projects	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Storm Water Fund	30,000	30,000	30,000	30,000	30,000	30,000	180,000
Sanitary Sewer Rental Fur	30,000	30,000	30,000	30,000	30,000	30,000	180,000
							-
							-
							-
							-
							-
							-
							-
Total Source	110,000	110,000	110,000	110,000	110,000	110,000	660,000
Funding Source:	Project Schedule			Start		Finish	
CP 300,000	Design						
STW 180,000	Land/Right of Way						
SRF 180,000	Utility Relocation						
	Construction			Annual		Annual	
	Other:						
Total \$660,000	Total Project			Annual		Annual	

City of Cedar Falls Capital Improvement Program	CIP Number: 96
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Department: Public Works	Division: Engineering	Project Number:
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Project Description:
Sanitary Sewer: Gibson Property Extension
This project would extend sanitary sewer service to the southern Gibson property.



Operations and Maintenance Impact on Budget:
Current:
This project will not impact the debt service levy since bond funding will not be used.
Long-Term:
This sanitary extension will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way			90,000				90,000
Utility Relocation							-
Construction				300,000			300,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	90,000	300,000	-	-	390,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing -			90,000	300,000			390,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	90,000	300,000	-	-	390,000

Funding Source:	390,000	Project Schedule	Start	Finish
TIF-STH		Design		
		Land/Right of Way	FY26	FY26
		Utility Relocation		
		Construction	FY27	FY27
		Other:		
Total	\$390,000	Total Project	FY26	FY27

City of Cedar Falls Capital Improvement Program

CIP Number: 97

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Sanitary Sewer: Northern Industrial Park Realignment

This project will realign the current sanitary network within the Northern Industrial Park to allow for future developers to combine lots without building over a live sanitary line.



Operations and Maintenance Impact on Budget:

Current:

This project will not impact the debt service levy since TIF funds will be utilized.

Long-Term:

The City's wastewater division will maintain this realignment.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						550,000	550,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	550,000	550,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing -						550,000	550,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	550,000	550,000
Funding Source:	Project Schedule		Start		Finish		
TIF-UN	550,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY29		FY29	
		Other:					
Total	\$550,000	Total Project		FY29		FY29	

City of Cedar Falls Capital Improvement Program

CIP Number: 98

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sanitary Sewer: Pheasant Ridge Water/Sewer Connection
This project would extend City water and sanitary service to the pro shop building at Pheasant Ridge. This building is currently served with a well. Extending water service will increase water quality and reduce well maintenance.



Operations and Maintenance Impact on Budget:
Current:
This project will not impact the debt service levy since bond funding is not being used.
Long-Term:
These utility connections will reduce long term maintenance costs and will be maintained by the Golf Course.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					100,000		100,000
Landscaping					10,000		10,000
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	110,000	-	110,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Golf Improvement Fund					110,000		110,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	110,000	-	110,000
Funding Source:	Project Schedule			Start	Finish		
GIF	110,000			Design	FY21	FY22	
				Land/Right of Way	FY28	FY28	
				Utility Relocation			
				Construction	FY28	FY28	
				Other:			
Total	\$110,000			Total Project	FY28		FY28

City of Cedar Falls Capital Improvement Program	CIP Number: 99
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Department: Public Works	Division: Engineering	Project Number:
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Project Description:

Sanitary Sewer: S. Main Street Sanitary Sewer Extension

This project will bridge the gap in the City's sanitary network by connecting the properties on the west side of S. Main Street, from Greenhill Rd to Bergstrom Boulevard. This will afford multiple properties the ability to connect to the City's sanitary network.



Operations and Maintenance Impact on Budget:
Current:

This will not impact the debt service levy since the General Obligation Fund will not be used.

Long-Term:

The City's wastewater division will maintain this realignment.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way	330,000						330,000
Utility Relocation							-
Construction	750,000						750,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	1,080,000	-	-	-	-	-	1,080,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Special Assessment	750,000						750,000
Sanitary Sewer Rental Fur	330,000						330,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	1,080,000	-	-	-	-	-	1,080,000

Funding Source:	Amount	Project Schedule	
		Start	Finish
SA	750,000	Design	
SRF	330,000	Land/Right of Way	
		Utility Relocation	
		Construction	FY24
		Other:	
Total	\$1,080,000	Total Project	FY24

City of Cedar Falls Capital Improvement Program

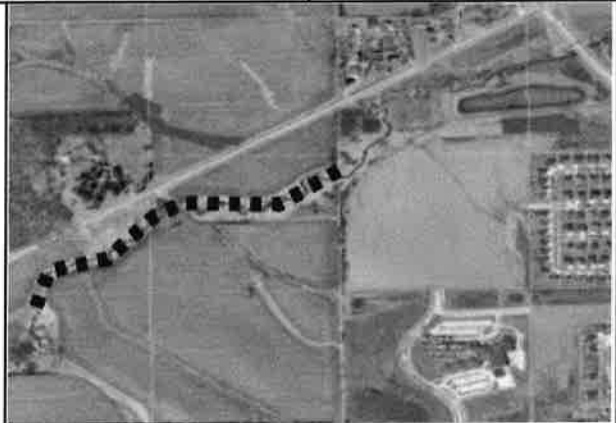
CIP Number: 100

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sanitary Sewer: SW Branch of Dry Run Creek Extension
This project will extend the sanitary sewer system an additional 4,500 feet to the west to promote future development.



Operations and Maintenance Impact on Budget:
Current:
This project will not impact the debt service levy since bond funding is not being used.

Long-Term:
This sanitary infrastructure would be maintained by the Water Reclamation division.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way			210,000				210,000
Utility Relocation							-
Construction			2,100,000				2,100,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	2,310,000	-	-	-	2,310,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Sewer Revenue Bond			2,310,000	-			2,310,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	2,310,000	-	-	-	2,310,000

Funding Source:	Project Schedule	Start	Finish
SRB 2,310,000	Design	FY26	FY26
	Land/Right of Way		
	Utility Relocation		
	Construction	FY26	FY26
	Other:		
Total	Total Project	FY26	FY26

City of Cedar Falls Capital Improvement Program

CIP Number: 101

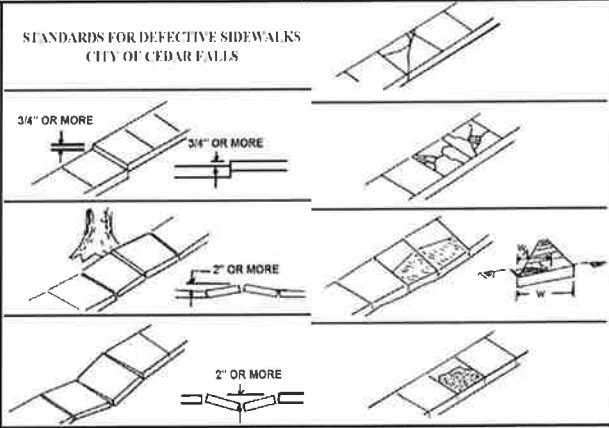
Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: Assessment Program

This is a multi-year program which addresses non-ADA compliant private sidewalks.



Operations and Maintenance Impact on Budget:
Current:
This will be a special assessment and therefore property taxes will be levied specifically to those properties.

Long-Term:
This will not impact the debt service levy, since property owners are responsible for the adjacent sidewalks.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Special Assessment	100,000	100,000	100,000	100,000	100,000	100,000	600,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	100,000	100,000	100,000	100,000	100,000	100,000	600,000

Funding Source: SA Total	600,000	Project Schedule	Start	Finish
		Design		
		Land/Right of Way		
		Utility Relocation		
		Construction	Annual	Annual
		Other:		
Total	\$600,000	Total Project	Annual	Annual

City of Cedar Falls Capital Improvement Program CIP Number: 102

Department: Public Works Division: Engineering Project Number:

Project Description:
Sidewalks/Trails: Autumn Ridge Sidewalk Infill
 This project would infill a missing segment of sidewalk along the west side of Union Road from Paddington Drive north approximately 630 feel to the southern extent of the planned Autumn Ridge 9th subdivision. This project would include any necessary street crossing and pedestrian ramp modifications to ensure ADA accessibility crossing Union Road to Fieldstone Boulevard.



Operations and Maintenance Impact on Budget:
 Current: This project will impact the debt service levy since bond funding will be utilized.

Long-Term: The sidewalk will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						65,000	65,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	65,000	65,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond						65,000	65,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	65,000	65,000

Funding Source:		Project Schedule	
		Start	Finish
GO	65,000	Design	
		Land/Right of Way	
		Utility Relocation	
		Construction	FY29
		Other:	
Total	\$65,000	Total Project	FY29

City of Cedar Falls Capital Improvement Program

CIP Number: 103

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: Danish Drive Infill

This project would construct sidewalk on the south side of Danish Drive from Norse Drive to just past Fjord Drive. This would complete the sidewalk system on Danish Drive from Norse Drive to Glacier Drive.



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since bond funding is being used.

Long-Term:
This will not impact the debt service levy, since property owners are responsible for the adjacent sidewalks.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					10,000		10,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	10,000	-	10,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond					10,000		10,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	10,000	-	10,000

Funding Source:		Project Schedule		Start	Finish
GO	10,000	Design		FY24	FY24
		Land/Right of Way			
		Utility Relocation			
		Construction		FY24	FY24
		Other:			
Total	\$10,000	Total Project		FY24	FY24

Item 2.

City of Cedar Falls Capital Improvement Program

CIP Number: 104

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Sidewalks/Trails: Devlin Circle Sidewalk Infill

This project will complete a gap in sidewalk along the south side at 211 Devlin Circle.



Operations and Maintenance Impact on Budget:

Current:
This will impact the debt service levy since bond funding is being used.

Long-Term:
This will not impact the debt service levy, since property owners are responsible for the adjacent sidewalks.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					10,000		10,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	10,000	-	10,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond					10,000		10,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	10,000	-	10,000

Funding Source:		Project Schedule	Start	Finish
GO	10,000	Design	FY24	FY24
		Land/Right of Way		
		Utility Relocation		
		Construction	FY24	FY24
		Other:		
Total	\$10,000	Total Project	FY24	FY24

City of Cedar Falls Capital Improvement Program		CIP Number: 105
Department: Public Works	Division: Engineering	Project Number:

Project Description:
 Sidewalks/Trails: Grand Avenue Trail Infill (Bronson to Galloway)
 This project would infill a segment of paved trail to complete the footpath created between Galloway Avenue and Bronson Court. This infill would require the purchase of easements along this private property, but would create a significant pedestrian connection on Grand Avenue.



Operations and Maintenance Impact on Budget:
 Current:
 This project would impact the debt service levy since bond funding would be used.
 Long-Term:
 This sidewalk would be maintained by Public Works in the long term.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						130,000	130,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	130,000	130,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond						130,000	130,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	130,000	130,000

Funding Source: GO	130,000	Project Schedule	Start	Finish
		Design	FY29	FY29
		Land/Right of Way		
		Utility Relocation		
		Construction	FY29	FY29
		Other:		
Total	\$130,000	Total Project	FY29	FY29

City of Cedar Falls Capital Improvement Program

CIP Number: 106

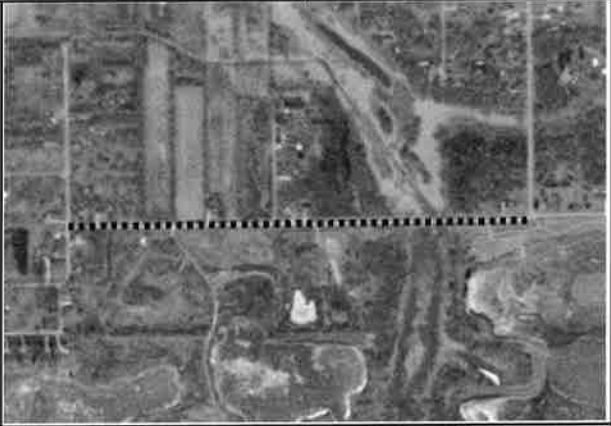
Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: Lake Street Trail

This project will install new HMA recreational trail on the south side of Lake Street from Central Avenue to Big Woods Lake Recreation Area. The Public Works Department has already prepared the base for the trail along Lake Street.



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since bond funding is being used.

Long-Term:
The recreation trail will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	10,000						10,000
Construction Inspection							-
Equipment & Furnish							-
Other							-
Total Costs	10,000	-	-	-	-	-	10,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond	10,000						10,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
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							-
							-
							-
							-
							-
							-
Total Source	10,000	-	-	-	-	-	10,000
Funding Source:		Project Schedule		Start	Finish		
GO	10,000	Design		FY22			FY22
		Land/Right of Way					
		Utility Relocation					
		Construction		FY22			FY23
		Other:					
Total	\$10,000	Total Project		FY22	FY23		

City of Cedar Falls Capital Improvement Program

CIP Number: 107

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: Lloyd Lane Sidewalk Infill

This project will construct sidewalk along the south side of Lloyd Lane from Norse Drive to Algonquin Drive approximately 840 feet.



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since bond funding is being used.

Long-Term:
This will not impact the debt service levee, since property owners are responsible for the adjacent sidewalks.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction				45,000			45,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	45,000	-	-	45,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond				45,000			45,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	45,000	-	-	45,000

Funding Source:		Project Schedule		
		Start	Finish	
GO	45,000	Design		
		Land/Right of Way		
		Utility Relocation		
		Construction	FY27	FY27
		Other:		
Total	\$45,000	Total Project	FY27	FY27

City of Cedar Falls Capital Improvement Program		CIP Number: 108
Department: Public Works	Division: Engineering	Project Number:


Project Description:
 Sidewalks/Trails: Magnolia Drive Sidewalk Infill
 This project would construct sidewalk on the east side of Magnolia Drive from Crescent Drive to Whitetail Drive.



Operations and Maintenance Impact on Budget:
 Current:
 This will impact the debt service levy since bond funding is being used.
 Long-Term:
 This will not impact the debt service levy, since property owners are responsible for the adjacent sidewalks.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					10,000		10,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	10,000	-	10,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond					10,000		10,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	10,000	-	10,000

Funding Source: GO	10,000	Project Schedule		Start	Finish
		Design		FY22	FY22
		Land/Right of Way			
		Utility Relocation			
		Construction		FY22	FY22
		Other:			
Total	\$10,000	Total Project		FY22	FY22

City of Cedar Falls Capital Improvement Program		CIP Number: 109
Department: Public Works	Division: Engineering	Project Number:
Project Description: Sidewalks/Trails: McClain Drive Sidewalk Infill This project will construct sidewalk along McClain Drive from University Ave south to Primrose Drive totaling approximately 1400 feet. This sidewalk will connect surrounding subdivisions to Orchard Hill Park and Orchard Hill Elementary School.		

Operations and Maintenance Impact on Budget:

Current:
This will impact the debt service levy since bond funding is being used.

Long-Term:
This will not impact the debt service levee, since property owners are responsible for the adjacent sidewalks.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					100,000		100,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-			100,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond					100,000		100,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	100,000	-	100,000
Funding Source:		Project Schedule		Start		Finish	
GO	100,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY28		FY28	
		Other:					
Total	\$100,000	Total Project		FY28		FY28	

City of Cedar Falls Capital Improvement Program CIP Number: 110

Department: Public Works Division: Engineering Project Number:

Project Description:
Sidewalks/Trails: Reconstruction Program
 This is a multi-year program which addresses public sidewalk ADA compliance issues to update, correct, and infill gaps in the sidewalk network system. This program replaces deficient public sidewalks and reduces public liability.



Operations and Maintenance Impact on Budget:
 Current:
 This will impact the debt service levy since bond funding is being used.
 Long-Term:
 The sidewalk will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond	100,000	100,000	100,000	100,000	100,000	100,000	600,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	100,000	100,000	100,000	100,000	100,000	100,000	600,000

Funding Source:	GO	Project Schedule		Start	Finish
	600,000	Design			
		Land/Right of Way			
		Utility Relocation			
		Construction	Annual	Annual	
		Other:			
Total	\$600,000	Total Project	Annual	Annual	

City of Cedar Falls Capital Improvement Program		CIP Number: 111
Department: Public Works	Division: Engineering	Project Number:

Project Description:
Sidewalks/Trails: Trail Oversizing

When a developer is required to place a sidewalk in a new subdivision or project, this project will provide the funding for the City to pay for the additional cost in expanding that sidewalk into a trail. The expense will only occur when it is coordinated with a new development.



Operations and Maintenance Impact on Budget:
Current:
This project will impact the debt service levy since bond funding is being used.

Long-Term:
The recreational trail will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Design							-	
Land/Right of Way							-	
Utility Relocation							-	
Construction	20,000	20,000	20,000	20,000	20,000	20,000	120,000	
Landscaping							-	
Equipment & Furnish							-	
Other							-	
Total Costs	20,000	20,000	20,000	20,000	20,000	20,000	120,000	
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Capital Projects	20,000	20,000	20,000	20,000	20,000	20,000	120,000	
							-	
							-	
							-	
							-	
							-	
							-	
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							-	
							-	
							-	
							-	
							-	
Total Source	20,000	20,000	20,000	20,000	20,000	20,000	120,000	
Funding Source: CP	120,000	Project Schedule		Start		Finish		
		Design						
		Land/Right of Way						
		Utility Relocation						
		Construction				Annual		Annual
		Other:						
Total	\$120,000	Total Project		Annual		Annual		

City of Cedar Falls Capital Improvement Program		CIP Number: 112
Department: Public Works	Division: Engineering	Project Number:

Project Description:

Sidewalks/Trails: Trail Reconstruction

This project addresses major changes needed with at specific locations of the trail network. It may include steep slopes, unsafe crossings, erosion, sight visibility issues, or other aspects that require design and reconstruction to complete. It is not for minor trail maintenance such as a panel replacement or culvert crossing.



Operations and Maintenance Impact on Budget:

Current:
Hotel/Motel tax will be utilized, therefore no impact on the debt service levy is anticipated.

Long-Term:
Trails will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Hotel/Motel Tax Receipts-	50,000	50,000	50,000	50,000	50,000	50,000	300,000
							-
							-
							-
							-
							-
							-
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							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	50,000	50,000	50,000	50,000	50,000	50,000	300,000

Funding Source: H/M-TR	300,000	Project Schedule	Start	Finish
		Design	Annual	Annual
		Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	Annual	Annual
Total	\$300,000	Total Project	Annual	Annual

City of Cedar Falls Capital Improvement Program

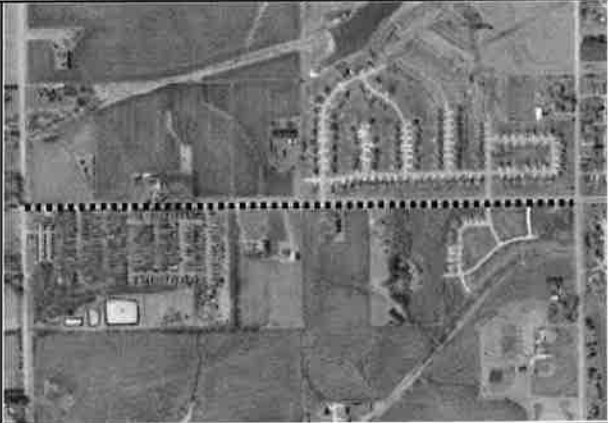
CIP Number: 113

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: Union Road Trail Phase II
Union Road Trail Project will install a 10 feet wide trail along Union Road from West 12th Street to West 27th Street.



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since bond funding is being used.
Long-Term:
The recreation trail will be maintained by Public Works

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	16,000						16,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	16,000	-	-	-	-	-	16,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond	16,000						16,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	16,000	-	-	-	-	-	16,000

Funding Source:		Project Schedule	
		Start	Finish
GO	16,000	Design	FY20 - FY20
		Land/Right of Way	
		Utility Relocation	
		Construction	FY22 - FY24
		Other:	
Total	\$16,000	Total Project	FY20 - FY24

City of Cedar Falls Capital Improvement Program

CIP Number: 114

Department:

Public Works

Division:

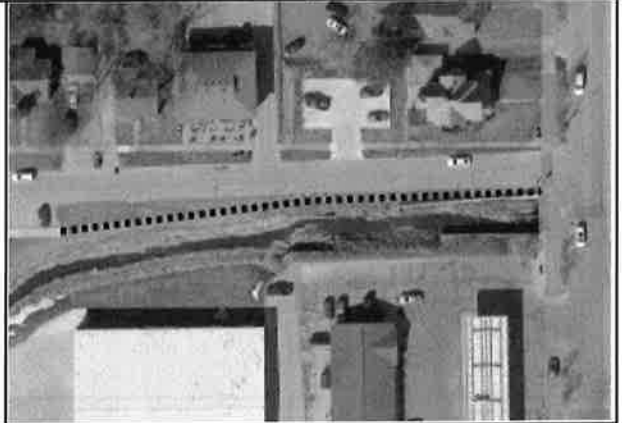
Engineering

Project Number:

Project Description:

Sidewalks/Trails: W. 20th Street Sidewalk Infill

This project will construct 350 feet of sidewalk from College Street to the existing sidewalk at 1016 W. 20th Street.



Operations and Maintenance Impact on Budget:

Current:

This will impact the debt service levy since bond funding is being used.

Long-Term:

This will not impact the debt service levy, since property owners are responsible for the adjacent sidewalks.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	50,000						50,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	50,000	-	-	-	-	-	50,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond	50,000						50,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	50,000	-	-	-	-	-	50,000
Funding Source:	Project Schedule			Start		Finish	
GO	50,000	Design			FY24		FY24
		Land/Right of Way					
		Utility Relocation					
		Construction			FY24		FY24
		Other:					
Total	\$50,000	Total Project			FY24		FY24

City of Cedar Falls Capital Improvement Program

CIP Number: 115

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Storm Water: Bluff St & W 7th St Drainage Improvements
This project would reestablish the western edge of Bluff Street while extending storm sewer across W 7th and over to an existing storm sewer connection.



Operations and Maintenance Impact on Budget:
Current:
This project will not impact the debt service levy since bond funding will not be utilized.

Long-Term:
This project will be maintained by public works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			100,000				100,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	100,000	-	-	-	100,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Street Construction Fund			100,000				100,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	100,000	-	-	-	100,000
Funding Source:	Project Schedule		Start		Finish		
SCF	100,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY26		FY26	
		Other:					
Total	\$100,000	Total Project		FY26		FY26	

City of Cedar Falls Capital Improvement Program

CIP Number: 116

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Storm Water: Drainage Studies
 This project analyzes drainage patterns and issues sub watersheds within Cedar Falls. The study would identify improvements needed that can then be done in conjunction with the Annual Pavement Management Program or as separate projects, as appropriate. A separate grant has been awarded the City, allowing the study of four locations around town. The grant will fund 85% of the costs for these four specific studies.



Operations and Maintenance Impact on Budget:
 Current:
 This will not impact the debt service levy since Storm Water Fund is being used.

Long-Term:
 The erosion protection will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	275,000	21,000		75,000		75,000	446,000
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Survey	46,000						46,000
Total Costs	321,000	21,000	-	75,000	-	75,000	492,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Storm Water Fund	100,000	21,000		75,000		75,000	271,000
Federal or State Funding	221,000						221,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	321,000	21,000	-	75,000	-	75,000	492,000

Funding Source:		Project Schedule	
		Start	Finish
STW	271,000	Design	
F/S	221,000	Land/Right of Way	
		Utility Relocation	
		Construction	
		Other:	Biennial
			Biennial
Total	\$492,000	Total Project	Biennial

City of Cedar Falls Capital Improvement Program

CIP Number: 117

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Storm Water: Northern Cedar Falls Storm Sewer Extension

This project includes the design and infrastructure to extend the storm sewer network from Center Street southwest to Lone Tree Road. This line will run behind the existing line along the north side of the roadway.



Operations and Maintenance Impact on Budget:

Current:

This project will impact the debt service levy since bond funding will be used.

Long-Term:

This storm sewer will be maintained by the Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction				480,000			480,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	480,000	-	-	480,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond				480,000			480,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	480,000	-	-	480,000
Funding Source:	480,000	Project Schedule		Start	Finish		
GO		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY27		FY27	
		Other:					
Total	\$480,000	Total Project		FY27		FY27	

City of Cedar Falls Capital Improvement Program		CIP Number: 119
Department: Public Works	Division: Engineering	Project Number:

Project Description:
Storm Water: Slope Repair (W Ridgewood Drive)
 This project will repair portions of the steep slope on the northern edge of W Ridgewood Drive that have failed. This will take place during the winter of 2022/2023 as a beginning to the North Cedar Heights Area reconstruction efforts.



Operations and Maintenance Impact on Budget:
 Current:
 This will not impact the debt service levy since Storm Water Fund is being used.
 Long-Term:
 The erosion protection will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	415,000						415,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	415,000	-	-	-	-	-	415,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Storm Water Fund	415,000						415,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	415,000	-	-	-	-	-	415,000
Funding Source:		Project Schedule		Start		Finish	
STW	415,000	Design		FY23		FY23	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY24		FY24	
		Other:					
Total	\$415,000	Total Project		FY22		FY23	

City of Cedar Falls Capital Improvement Program		CIP Number: 120
Department: Public Works	Division: Engineering	Project Number:
Project Description: Storm Water: Storm Sewer Extension to North College Street This project would extend the storm sewer from Parkway Court to North College Street. This would include the burial of the new pipe and grading to remove the natural drainage way.		
Operations and Maintenance Impact on Budget: Current: This project would not impact the debt service levy since storm water funding will be paying the majority of the cost. Long-Term:		

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way					10,000		10,000
Utility Relocation							-
Construction					65,000		65,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	75,000	-	75,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Storm Water Fund					65,000		65,000
General Obligation Bond					10,000		10,000
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	75,000	-	75,000
Funding Source:				Project Schedule	Start	Finish	
STW	65,000				Design	FY28	FY28
GO	10,000				Land/Right of Way		
					Utility Relocation		
					Construction	FY28	FY28
					Other:		
Total	\$75,000				Total Project	FY28	FY28

City of Cedar Falls Capital Improvement Program

CIP Number: 121

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Storm Water: University Avenue Bioretention Swales/Cells
This project will create bioretention swales/cells in the commercial areas along University Avenue to treat storm water runoff, improve water quality in receiving streams, and alleviate storm water runoff problems. Funding will be the Storm Water Fund and grants from State Funds.



Operations and Maintenance Impact on Budget:
Current:
This will not impact the debt service levy since the bond funding will not be used.
Long-Term:
The cells will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	6,000						6,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	6,000	-	-	-	-	-	6,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Storm Water Fund	6,000						6,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	6,000	-	-	-	-	-	6,000
Funding Source:							
STW	6,000	Project Schedule		Start	Finish		
		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY23		FY24	
		Other:					
Total	\$6,000	Total Project		FY23		FY24	

City of Cedar Falls Capital Improvement Program

CIP Number: 122

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Streets: Aldrich Elementary School Connections

This project includes four separate roadway connections to be installed, allowing for greater connectivity to Aldrich Elementary. (1) Ashworth Drive Extension to Hudson Road, (2) Ashworth Drive Extension in Prairie Winds Subdivision, (3) Ironwood Drive Extension north to Greenhill Road, and (4) Arbors Drive Extension from existing Dead End to Greenhill Rd.



Operations and Maintenance Impact on Budget:
Current:
This project will impact the debt service levy since bond funding will be used.

Long-Term:
This project will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way	11,200						11,200
Utility Relocation							-
Construction	1,060,000	2,300,000	2,000,000	300,000			5,660,000
Landscaping		225,000	200,000	25,000			450,000
Equipment & Furnish							-
Other							-
Total Costs	1,071,200	2,525,000	2,200,000	325,000	-	-	6,121,200
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Street Construction Fund	250,000						250,000
Capital Projects	821,200						821,200
General Obligation Bond		1,262,500	1,100,000	162,500			2,525,000
Special Assessment		1,262,500	1,100,000	162,500			2,525,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	1,071,200	2,525,000	2,200,000	325,000	-	-	6,121,200
Funding Source:		Project Schedule		Start		Finish	
SCF	250,000	Design		FY21		FY23	
CP	821,200	Land/Right of Way		FY23		FY24	
GO	2,525,000	Utility Relocation					
SA	2,525,000	Construction		FY23		FY27	
		Other:					
Total	\$6,121,200	Total Project		FY21		FY27	

City of Cedar Falls Capital Improvement Program CIP Number: 123

Department: Public Works Division: Engineering Project Number:

Project Description:
Streets: Alley Reconstruction program
 This project will create 3 permeable alleys (and up to 2 concrete alleys) per year in residential and commercial areas to treat storm water runoff, improving water quality in receiving streams and alleviate storm water runoff problems. Funding will be from the Road Use Tax and Storm Water Funds. When a permeable system would not be practical for certain alleys, a full concrete reconstruction would take it's place. If additional funding is obtained through DNR or Dry Run Creek Watershed Improvement grants, the City will attempt to construct additional alleys.



Operations and Maintenance Impact on Budget:
 Current:

This will impact the street construction fund since the road use tax is being used.

Long-Term:
 The alleys will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way	15,000	15,000	15,000	15,000	15,000	15,000	90,000
Utility Relocation							-
Construction	530,000	400,000	400,000	400,000	400,000	400,000	2,530,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	545,000	415,000	415,000	415,000	415,000	415,000	2,620,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Storm Water Fund	85,000	85,000	85,000	85,000	85,000	85,000	510,000
Street Construction Fund	399,000	250,000	250,000	250,000	250,000	250,000	1,649,000
Federal or State Funding	61,000						61,000
Tax Increment Financing		80,000	80,000	80,000	80,000	80,000	400,000
							-
							-
							-
							-
							-
							-
							-
Total Source	545,000	415,000	415,000	415,000	415,000	415,000	2,620,000
Funding Source:		Project Schedule		Start		Finish	
SCF 1,649,000		Design					
STW 510,000		Land/Right of Way					
F/S 61,000		Utility Relocation					
TIF-DT 400,000		Construction		Annual		Annual	
		Other:					
Total	\$2,620,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program		CIP Number: 125
Department: Public Works	Division: Engineering	Project Number:

Project Description:
Streets: Cedar Heights Drive Reconstruction
 This project will remove and replace Cedar Heights Drive including the intersection of Cedar Heights/Greenhill Road and continuing south along Cedar Heights to approximately Viking Road. The intersection was part of a recently adopted Greenhill Road Corridor Study. A roundabout was recommended for Greenhill Road as well as Huntington Dr.



Operations and Maintenance Impact on Budget:
 Current:
 This will impact the debt service levy since bond proceeds are being used for portions of the project. Local option sales tax, road use tax funds, and state funds are being used.
 Long-Term:
 The street will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	121,000						121,000
Construction Inspection	75,000						75,000
Equipment & Furnish							-
Other							-
Total Costs	196,000	-	-	-	-	-	196,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond							-
Federal or State Funding	170,000						170,000
Local Sales Tax	13,000						13,000
Cedar Falls Utilities							-
Street Construction Fund	13,000						13,000
							-
							-
							-
							-
Total Source	196,000	-	-	-	-	-	196,000
Funding Source:		Project Schedule		Start	Finish		
GO	-	Design		FY20	FY20		
F/S	170,000	Land/Right of Way		FY20	FY20		
LST	13,000	Utility Relocation					
CFU	-	Construction		FY21	FY24		
SCF	13,000	Other:					
Total	196,000	Total Project		FY20	FY24		

City of Cedar Falls Capital Improvement Program		CIP Number: 126
Department: Public Works	Division: Engineering	Project Number:
Project Description: Streets: Center Street Improvements (ER Total Funding = \$800,000) This project will focus on streetscape improvements that may include constructing shoulder improvements, intersection improvements at Center Street & Cottage Row Rd, gap sidewalk on east side of Center Street, decorative lighting, pavers, bioswales and drainage improvements.		

Operations and Maintenance Impact on Budget:
 Current:
 This will impact the debt service levy since bond proceeds are being used. Road use tax and flood reserve funds are also being used.
 Long-Term:
 The street and recreation trail will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	100,000						100,000
Landscaping	50,000						50,000
Equipment & Furnish							-
Other							-
Total Costs	150,000	-	-	-	-	-	150,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Emergency Reserve							-
Black Hawk County Gamir							-
Storm Water Fund	100,000						100,000
Cedar Falls Utilities							-
Private Contribution	50,000						50,000
Street Construction Fund							-
							-
							-
							-
							-
							-
Total Source	150,000	-	-	-	-	-	150,000
Funding Source:		Project Schedule		Start		Finish	
ER	-	Design		FY20		FY20	
BHGC	-	Land/Right of Way					
STW	100,000	Utility Relocation					
SCF	-	Construction		FY22		FY24	
PRIV	50,000	Other:					
Total	\$150,000	Total Project		FY20		FY23	

City of Cedar Falls Capital Improvement Program

CIP Number: 127

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Streets: Greenhill Road & Coneflower Intersection Widening

This project will widen the Greenhill Road corridor at the intersection of Coneflower Parkway and Estate Drive. Additional turning lanes and improved traffic flow will be achieved, while improving overall safety. Private funding was received as part of the Kwik Star development, with funds being deposited in the 443 account.



Operations and Maintenance Impact on Budget:
Current:
This project will impact the debt service levy since some bond funding is being used.

Long-Term:
This roadway will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design				80,000			80,000
Land/Right of Way							-
Utility Relocation							-
Construction					850,000		850,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	80,000	850,000	-	930,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Local Sales Tax					61,170		61,170
Private Contribution					101,830		101,830
Street Construction Fund					687,000		687,000
General Obligation Bond				80,000			80,000
							-
							-
							-
							-
							-
Total Source	-	-	-	80,000	850,000	-	930,000

Funding Source:		Project Schedule	Start	Finish
LST	61,170	Design	FY27	FY27
PRIV	101,830	Land/Right of Way		
SCF	687,000	Utility Relocation		
GO	80,000	Construction	FY28	FY28
		Other:		
Total	\$930,000	Total Project	FY27	FY28

City of Cedar Falls Capital Improvement Program

CIP Number: 126

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Streets: Greenhill Road & South Main Street Intersection

 This project will reconstruct the intersection to a roundabout, to improve the capacity, efficiency and safety of the intersection. The intersection was part of a recently adopted Greenhill Road Corridor Study. This project is being undertaken in response to recent development in the area and concerns about intersection capacity and safety.



Operations and Maintenance Impact on Budget:
 Current:
 This will impact the debt service levy since bond funding is being used.

 Long-Term:
 The intersection will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	550,000						550,000
Landscaping							-
Construction Inspection							-
Other							-
Total Costs	550,000	-	-	-	-	-	550,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond							-
Local Sales Tax	50,000						50,000
Federal or State Funding	500,000						500,000
							-
							-
							-
							-
							-
							-
							-
Total Source	550,000	-	-	-	-	-	550,000
Funding Source:		Project Schedule		Start		Finish	
GO	-	Design		FY21		FY22	
LST	50,000	Land/Right of Way		FY21		FY22	
F/S	500,000	Utility Relocation					
		Construction		FY22		FY24	
		Other:					
Total	\$550,000	Total Project		FY21		FY24	

City of Cedar Falls Capital Improvement Program

CIP Number: 129

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Streets: Greenhill Road/University Avenue Landscaping

This project will provide landscaping improvements to the roundabout at Greenhill Road/University Ave.



Operations and Maintenance Impact on Budget:

Current:
This will impact the debt service levy since General Obligation Bond is being used.

Long-Term:
The landscaping will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design						16,000	16,000
Land/Right of Way							-
Utility Relocation							-
Construction						284,000	284,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	300,000	300,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond						300,000	300,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	300,000	300,000

Funding Source: GO	300,000	Project Schedule	Start	Finish
		Design	FY25	FY25
		Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	FY25	FY25
Total	\$300,000	Total Project	FY25	FY25

City of Cedar Falls Capital Improvement Program

CIP Number: 130
Project Number:

Department:
Public Works

Division:
Engineering

Project Description:
Streets: Highway 57 & Union Road Intersection Improvements
 This project will include the reconstruction of the intersection at Hwy 57 (W 1st Street) and Union Road. A portion of the funding would be from the state with approximately \$500,000 from the Iowa DOT and approximately \$500,000 from the Traffic Safety Improvement Program.



Operations and Maintenance Impact on Budget:
 Current:
 This will not impact the debt service levy since bond funding is not being utilized.

Long-Term:
 The roadway will be maintained by Iowa DOT and Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design		225,000					225,000
Land/Right of Way							-
Utility Relocation							-
Construction			1,500,000				1,500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	225,000	1,500,000	-	-	-	1,725,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Street Construction Fund		225,000					225,000
Federal or State Funding			1,000,000				1,000,000
LOST			500,000				500,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	225,000	1,500,000	-	-	-	1,725,000

Funding Source:		Project Schedule	Start	Finish
SCF	225,000	Design	FY25	FY25
F/S	1,000,000	Land/Right of Way		
LST	500,000	Utility Relocation		
		Construction	FY26	FY26
		Other:		
Total	\$1,725,000	Total Project	FY25	FY26

City of Cedar Falls Capital Improvement Program		CIP Number: 131
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Department: Public Works	Division: Engineering	Project Number:
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Project Description:
Streets: Highway 58 & Greenhill Road Intersection
This project will install a grade separated interchange at the Highway 58 and Greenhill Road Intersection.



Operations and Maintenance Impact on Budget:
Current:
This will be certified in the Unified TIF district and TIF revenues will be used to repay the expense.
Long-Term:
Greenhill Road will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					60,000,000		60,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	60,000,000	-	60,000,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Local Sales Tax					4,000,000		4,000,000
Federal or State Funding					56,000,000		56,000,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	60,000,000	-	60,000,000

Funding Source:		Project Schedule		Start	Finish
LST	4,000,000	Design			
F/S	56,000,000	Land/Right of Way			
		Utility Relocation			
		Construction	FY27	FY27	
		Other:			
Total	<u>\$60,000,000</u>	Total Project			

City of Cedar Falls Capital Improvement Program

CIP Number: 132

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Streets: Hudson Road & Ridgeway Avenue Traffic Signal
This project will install a traffic signal at the intersection of Hudson Road and Ridgeway Avenue.



Operations and Maintenance Impact on Budget:
Current:
This will not impact the debt service levy since bond funding will not be utilized.
Long-Term:
The improvements will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	300,000						300,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	300,000	-	-	-	-	-	300,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing -	210,000						210,000
Local Sales Tax	45,000						45,000
Street Construction Fund	45,000						45,000
							-
							-
							-
							-
							-
							-
							-
Total Source	300,000	-	-	-	-	-	300,000
Funding Source:		Project Schedule		Start		Finish	
TIF-STH	210,000	Design					
LST	45,000	Land/Right of Way					
SCF	45,000	Utility Relocation					
		Construction		FY24		FY24	
		Other:					
Total	\$300,000	Total Project		FY24		FY24	

City of Cedar Falls Capital Improvement Program CIP Number: 133

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Streets: IANR CFU Spur Grade Crossing Removals

With the acceptance of a City applied federal grant, this project would remove the IANR CFU rail spur from W 1st Street to its southern limits adjacent to the pedestrian trail along the river. This would be a full reconstruction of W 5th St from Franklin to State, a full reconstruction of Iowa Street from 2nd to 3rd, and replacement of the impacted pavement elsewhere. In addition, a segment of the levy wall would get closed, and a pedestrian trail would connect Washington park to Peiffer Springs park directly. The overall project cost is approximately 12M, however, the costs for the IANR yard relocation is not shown. Cost share is 10% City, 10% IANR, 80% federal grant.




Operations and Maintenance Impact on Budget:
Current:
This project would not impact the debt service levy since bond funding would not be used.

Long-Term:
This would be maintained by Public Works.


Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design		250,000	250,000				500,000
Land/Right of Way							-
Utility Relocation							-
Construction		460,000	2,000,000	1,740,000			4,200,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	710,000	2,250,000	1,740,000	-	-	4,700,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing	-	62,500	375,000	375,000			812,500
Local Sales Tax		52,500	125,000	90,000			267,500
Capital Projects		62,500	62,500				125,000
Railroad CN		177,500	562,500	465,000			1,205,000
Federal or State Funding		355,000	1,125,000	810,000			2,290,000
							-
							-
							-
							-
							-
							-
							-
Total Source	-	710,000	2,250,000	1,740,000	-	-	4,700,000

Funding Source:		Project Schedule	Start	Finish
TIF-DT	812,500	Design	FY25	FY26
LST	267,500	Land/Right of Way		
CP	125,000	Utility Relocation		
RR	1,205,000	Construction	FY25	FY27
F/S	2,290,000	Other:		
Total	\$4,700,000	Total Project	FY25	FY27

City of Cedar Falls Capital Improvement Program		CIP Number: 134
Department: Public Works	Division: Engineering	Project Number: RC-000-3283
Project Description: Streets: Main Street Reconstruction This project includes design and reconstruction of Main Street from 6th Street south to University Avenue. The design of the roadway will include a 3 lane corridor with on-street bike lanes. Intersection improvements will include roundabouts at Seerley, 18th St., and 12th St. American Rescue Plan funding will be used for sanitary and storm sewer improvements on this project. (3 million was spent during construction in FY23)		

Operations and Maintenance Impact on Budget:
 Current:
 The project will primarily utilize Local Option Sales Tax to implement. However, initial components of design and right-of-way acquisition (if necessary) will require use of General Obligation Bonds which will impact the debt service levy.
 Long-Term:
 The street will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Construction Services	200,000	200,000	200,000				600,000
Land/Right of Way							-
Utility Relocation							-
Construction	20,295,000	6,675,000	980,000				27,950,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	20,495,000	6,875,000	1,180,000	-	-	-	28,550,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond		500,000					500,000
Federal or State Funding	2,900,000	500,000					3,400,000
Local Sales Tax	9,500,000	3,000,000	500,000				13,000,000
Street Construction Fund	1,495,000	1,425,000	480,000				3,400,000
American Rescue Plan	2,650,000						2,650,000
Storm Water Fund	400,000						400,000
Cedar Falls Utilities	1,450,000	1,450,000	200,000				3,100,000
Tax Increment Financing -	2,100,000						2,100,000
							-
							-
Total Source	20,495,000	6,875,000	1,180,000	-	-	-	28,550,000
Funding Source:		Project Schedule		Start		Finish	
GO	500,000	Construction Services		FY21		FY26	
F/S	3,400,000	Land/Right of Way					
LST	13,000,000	Utility Relocation					
SCF	3,400,000	Construction		FY23		FY26	
ARPA	2,650,000	Other:					
STW	400,000						
CFU	3,100,000						
TIF-DT	2,100,000						
Total	28,550,000	Total Project		FY21		FY26	

City of Cedar Falls Capital Improvement Program		CIP Number: 135
Department: Public Works	Division: Engineering	Project Number:
Project Description: Streets: Neighborhood Traffic Management Program This project would development and implement a neighborhood traffic management program for the City of Cedar Falls. This document would serve as the guide for City staff and residents to study, plan, and implement processes appropriate for the particular traffic issues neighborhoods are experiencing. This includes policy guidelines, public participation, education, enforcement strategies, recommended traffic control devices, and criteria for their use.		

Operations and Maintenance Impact on Budget:
Current:
This project would not impact the debt service levy since bond funding is not being utilized.

Long-Term:
This program would be implemented by City staff.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	25,000	25,000					50,000
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	25,000	25,000	-	-	-	-	50,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Street Construction Fund	25,000	25,000					50,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	25,000	25,000	-	-	-	-	50,000
Funding Source:	Project Schedule		Start		Finish		
SCF	50,000	Design	FY24		FY25		
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$50,000	Total Project		FY24		FY25	

City of Cedar Falls Capital Improvement Program

CIP Number: 136

Department:
Public Works

Division:
Engineering

Project Number:
RC-000-3294

Project Description:
Streets: Prairie Parkway Roundabout Landscaping Improvements

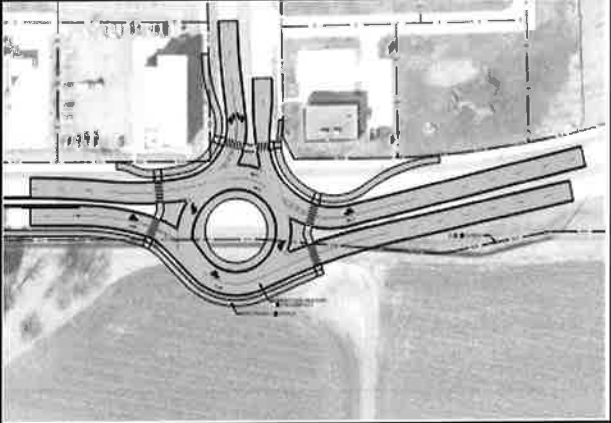
This project will construct landscaping improvements at the roundabout intersections of Prairie Parkway in conjunction with the developer at Prairie Parkway/Prairie View Rd Corridor and the Brandilynn roundabout within the Pinnacle Prairie Urban Renewal Area. The 2015 amendment of the Pinnacle Prairie Master Plan calls for the developer to make improvements at Prairie Parkway/Prairie View Rd.



Operations and Maintenance Impact on Budget:
Current:
This will not impact the debt service levy since TIF funding will be used.

Long-Term:
The improvements will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	430,000						430,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	430,000	-	-	-	-	-	430,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing -							-
Street Construction Fund							-
Tax Increment Financing -	390,000						390,000
Tax Increment Financing -							-
Private Contribution	40,000						40,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	430,000	-	-	-	-	-	430,000
Funding Source:		Project Schedule		Start		Finish	
LST	-	Design		FY22		FY23	
SCF	-	Land/Right of Way					
TIF-PP	390,000	Utility Relocation					
TIF-STH	-	Construction		FY23		FY23	
PRIV	40,000	Other:					
Total	\$430,000	Total Project		FY22		FY23	

City of Cedar Falls Capital Improvement Program		CIP Number: 137
Department: Public Works	Division: Engineering	Project Number: RC-000-3294
Project Description: Streets: Prairie Parkway & Viking Road Intersection Improvements This project will construct improvements at the intersection of Prairie Parkway & Viking Road. It also includes extending a median west through Andrea Drive, along Viking Road, for corridor functionality and safety.		

Operations and Maintenance Impact on Budget:
 Current:
 This will not impact the debt service levy since TIF funding will be used.

Long-Term:
 The traffic signal will be maintained by Traffic Operation Division/Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	400,000						400,000
Land/Right of Way	300,000						300,000
Utility Relocation		880,000					880,000
Construction		2,200,000	900,000				3,100,000
Landscaping (Trail)							-
Equipment & Furnish							-
Other							-
Total Costs	700,000	3,080,000	900,000	-	-	-	4,680,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing	700,000	3,080,000	900,000				4,680,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	700,000	3,080,000	900,000	-	-	-	4,680,000
Funding Source:	Project Schedule		Start		Finish		
TIF-PP	4,680,000	Design	FY24		FY24		
		Land/Right of Way					
		Utility Relocation					
		Construction	FY25		FY26		
		Other:					
Total	\$4,680,000	Total Project	FY24		FY26		

City of Cedar Falls Capital Improvement Program		CIP Number: 138
Department: Public Works	Division: Engineering	Project Number:

Project Description:
Streets: Ridgeway Avenue Reconstruction
 This project will reconstruct portions of Ridgeway Avenue installing improvements required for the Midland Atlantic Development(Mills Fleet Farm).



Operations and Maintenance Impact on Budget:
 Current:
 This will be certified in the South Cedar Falls TIF district revenues will be used to repay the expense.
 Long-Term:
 The street will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		2,600,000					2,600,000
Construction Inspection							-
Equipment & Furnish							-
Landscaping							-
Total Costs	-	2,600,000	-	-	-	-	2,600,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing -		2,600,000					2,600,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	2,600,000	-	-	-	-	2,600,000
Funding Source:			Project Schedule		Start	Finish	
TIF-STH	2,600,000		Design		FY19	FY20	
	-		Land/Right of Way		FY20	FY20	
			Utility Relocation				
			Construction		FY23	FY25	
			Other:				
Total	2,600,000		Total Project		FY19	FY25	

City of Cedar Falls Capital Improvement Program		CIP Number: 139
Department: Public Works	Division: Engineering	Project Number:

Project Description:

Streets: Seal Coat Program

Annual program to seal coat streets in accordance with the Pavement Management Plan. It is financed with Local Option Sales Tax funds. In addition, parks and cemetery parking lots and roads will be selected for seal coat treatment and/or asphalt overlay.



Operations and Maintenance Impact on Budget:

Current:
This will not impact the debt service levy since local option sales tax funding is being used.

Long-Term:
The streets will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Local Sales Tax	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Street Construction Fund	150,000	150,000	150,000	150,000	150,000	150,000	900,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	250,000	250,000	250,000	250,000	250,000	250,000	1,500,000

Funding Source: LST 600,000 SCF 900,000 Total \$1,500,000		Project Schedule	Start	Finish
	Design			
	Land/Right of Way			
	Utility Relocation			
	Construction			
	Other:		Annual	Annual
	Total Project		Annual	Annual

City of Cedar Falls Capital Improvement Program	CIP Number: 140
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Department: Public Works	Division: Engineering	Project Number:
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Project Description:

Streets: Traffic Planning

Perform subarea and corridor transportation plans, including analyses to define traffic forecasts, functional geometry, access management, traffic control for roadway improvements and Complete Streets elements needed for the community. Consultant would work with City staff. Combined FY24/25 Funding to cover Hudson Road Corridor traffic study.



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since General Obligation Bond is being used.

Long-Term:
This will impact the debt service levy.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		150,000	75,000	75,000	75,000	75,000	450,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	150,000	75,000	75,000	75,000	75,000	450,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Street Construction Fund	-	150,000	75,000	75,000	75,000	75,000	450,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	150,000	75,000	75,000	75,000	75,000	450,000
Funding Source: SCF	450,000	Project Schedule		Start	Finish		
		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		Annual	Annual		
		Other:					
Total	\$450,000	Total Project		Annual	Annual		

City of Cedar Falls Capital Improvement Program		CIP Number: 141
Department: Public Works	Division: Engineering	Project Number:

Project Description:
Streets: Union Road Culvert Replacement

This project includes design and construction of a new box culvert south of W. 27th Street on Union Road. Also as part of this project, the extension of the sanitary sewer trunk line from the box culvert to W. 27th Street. This will assist in providing utilities to unserved areas of the City,



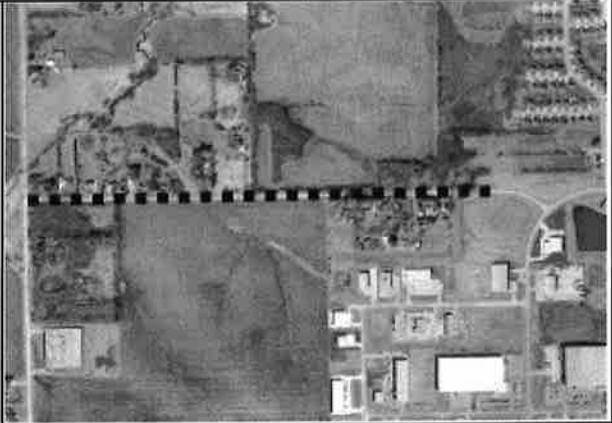
Operations and Maintenance Impact on Budget:
Current:

Long-Term:
The street will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design		75,000					75,000
Land/Right of Way		10,000					10,000
Utility Relocation							-
Construction			575,000				575,000
Inspection							-
Equipment & Furnish							-
Other							-
Total Costs	-	85,000	575,000	-	-	-	660,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Sanitary Sewer Rental Fur		15,000	235,000				250,000
Local Sales Tax			200,000				200,000
General Obligation Bond		10,000				-	10,000
Federal or State Funding							-
Storm Water Fund		60,000	140,000				200,000
Capital Projects							-
							-
							-
							-
							-
Total Source	-	85,000	575,000	-	-	-	660,000
Funding Source:		Project Schedule		Start		Finish	
SRF	250,000	Design		FY21		FY21	
GO	10,000	Land/Right of Way					
CP	-	Utility Relocation					
LST	200,000	Construction		FY24		FY26	
STW	200,000	Other:					
Total	\$660,000	Total Project		FY24		FY26	

City of Cedar Falls Capital Improvement Program		CIP Number: 142
Department: Public Works	Division: Engineering	Project Number:

Project Description:
Streets: Viking Road Reconstruction & Sidewalk Infill
 This project will include the reconstruction of West Viking Road from South Union Road to approximately 600 feet from the intersection at Production Drive. Updating this roadway to an urban cross section will include curb & gutter, sanitary, water main, and storm sewer. Sidewalk will be infilled to the edge of the current lots. An additional segment of asphalt overlay with a saw and seal along Viking Road to the west of Hudson Road is included with this project.



Operations and Maintenance Impact on Budget:
Current:
 This will not have a large impact the debt service levy since TIF funding is being used for a majority of the project.
Long-Term:
 The roadway will be maintained by Public Works. The sidewalk will be maintained by Public Works until the adjacent property is developed.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	240,000						240,000
Land/Right of Way	50,000						50,000
Utility (Water Main)	365,000						365,000
Construction	3,800,000	3,800,000					7,600,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	4,455,000	3,800,000	-	-	-	-	8,255,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing -	4,040,000	2,800,000					6,840,000
Cedar Falls Utilities	365,000						365,000
General Obligation Bond	50,000						50,000
Local Sales Tax		1,000,000					1,000,000
							-
							-
							-
							-
							-
							-
Total Source	4,455,000	3,800,000	-	-	-	-	8,255,000
Funding Source:			Project Schedule		Start	Finish	
TIF-UN	6,840,000		Design		FY20	FY22	
CFU	365,000		Land/Right of Way				
GO	50,000		Utility Relocation				
LST	1,000,000		Construction		FY24	FY25	
			Other:				
Total	\$8,255,000		Total Project		FY20	FY25	

City of Cedar Falls Capital Improvement Program	CIP Number: 143
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Department: Public Works	Division: Engineering	Project Number:
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Project Description:
Streets: W. 12th Street Extension

This project will pay for the extension of W. 12th Street as part of the Agreement Regarding Annexation between Rocky Point, L.C. and the City of Cedar Falls. Rocky Point, L.C. is responsible for the extension of W. 12th Street from 4416 W. 12th Street west boundary to the west City Limits.



Operations and Maintenance Impact on Budget:
Current:
This will not impact the debt service levy since private funds are being used.

Long-Term:
The street will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			1,130,000				1,130,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	1,130,000	-	-	-	1,130,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Private Contribution			500,000				500,000
Street Construction Fund			570,000				570,000
Cedar Falls Utilities			60,000				60,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	1,130,000	-	-	-	1,130,000

Funding Source:		Project Schedule		Start	Finish
PRIV	500,000	Design		FY26	FY26
SCF	570,000	Land/Right of Way			
CFU	60,000	Utility Relocation			
		Construction		FY26	FY26
		Other:			
Total	\$1,130,000	Total Project		FY26	FY26

City of Cedar Falls Capital Improvement Program		CIP Number: 144
Department: Public Works	Division: Engineering	Project Number:

Project Description:
Streets: W. 22nd St Reconstruction & Campus St Sidewalk

This project included the overall reconstruction and widening of W 22nd St from College to Campus St as development continues in the area. Sidewalk will be extended on the North side of Campus St down to the box culvert. In addition, this project will construct sidewalk along the eastern side of Campus Street from W 20th Street south approximately 140 feet and from W 22nd Street north approximately 380 feet. Sidewalk will connect Sunnyside Addition to the University of Northern Iowa Campus.



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since bond proceeds are being used along with local option sales tax and College Hill TIF funds are being used.
Long-Term:
Long-term maintenance would be by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	60,000	240,000					300,000
Land/Right of Way		100,000					100,000
Utility Relocation							-
Construction		600,000	600,000				1,200,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	60,000	940,000	600,000	-	-	-	1,600,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Local Sales Tax		400,000	200,000				600,000
Tax Increment Financing		100,000	200,000				300,000
Street Construction Fund		100,000	200,000				300,000
General Obligation Bond	60,000	340,000					400,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	60,000	940,000	600,000	-	-	-	1,600,000
Funding Source:	Project Schedule		Start		Finish		
LST 600,000	Design		FY24		FY25		
TIF-CH 300,000	Land/Right of Way		FY25		FY25		
SCF 300,000	Utility Relocation						
GO 400,000	Construction		FY25		FY26		
	Other:						
Total	\$1,600,000	Total Project		FY24		FY26	

City of Cedar Falls Capital Improvement Program

CIP Number: 145

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Streets: W. 23rd Street Reconstruction

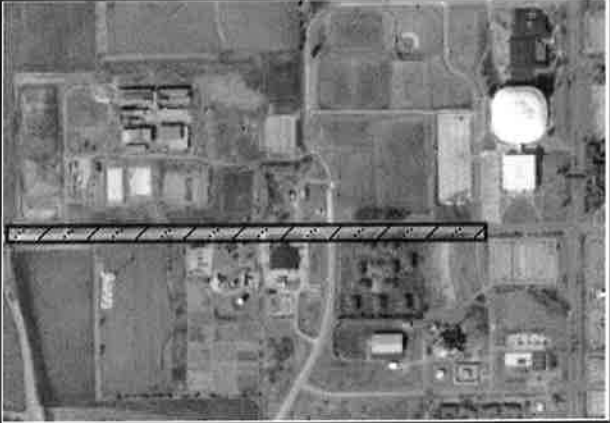
This project will reconstruct W. 23rd Street from Hudson Road east to Campus Street. With an overhaul to the functionality and landscaping along this corridor, this entrance to the university will enhance the utilization for both the City of Cedar Falls and the University.



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since bond funding is being used.

Long-Term:
The street will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	340,000						340,000
Land/Right of Way							-
Utility Relocation							-
Construction		800,000	400,000				1,200,000
Landscaping		200,000	150,000				350,000
Equipment & Furnish							-
Other							-
Total Costs	340,000	1,000,000	550,000	-	-	-	1,890,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond	340,000						340,000
Local Sales Tax		140,000	80,000				220,000
University of Northern Iowa		560,000	320,000				880,000
Cedar Falls Utilities		100,000					100,000
Street Construction Fund		200,000	150,000				350,000
							-
							-
							-
							-
							-
							-
Total Source	340,000	1,000,000	550,000	-	-	-	1,890,000
Funding Source:		Project Schedule		Start	Finish		
GO	340,000	Design		FY24	FY24		
LST	220,000	Land/Right of Way					
UNI	880,000	Utility Relocation					
CFU	100,000	Construction		FY25	FY26		
SCF	350,000	Other:					
Total	\$1,890,000	Total Project		FY24	FY26		

City of Cedar Falls Capital Improvement Program					CIP Number: 146		
Department: Public Works		Division: Engineering			Project Number:		
Project Description: Streets: W. 27th Street Improvements This project will increase W. 27th Street from a two lane section of roadway to a four lane section, beginning at Greenhill Road and continuing for a distance of 2000 feet to the west.							
Operations and Maintenance Impact on Budget:							
Current: This will impact the debt service levy since bond funding is being used.							
Long-Term: The street will be maintained by Public Works.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	2,400,000						2,400,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	2,400,000	-	-	-	-	-	2,400,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Street Construction Fund	200,000						200,000
Local Sales Tax	205,000						205,000
General Obligation Bond							-
School	1,995,000						1,995,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	2,400,000	-	-	-	-	-	2,400,000
Funding Source:		Project Schedule		Start		Finish	
SCF	200,000	Design		FY21		FY21	
LST	205,000	Land/Right of Way		FY21		FY21	
GO	-	Utility Relocation					
SCHOOLS	1,995,000	Construction		FY22		FY 24	
		Other:					
Total	\$2,400,000	Total Project		FY21		FY 24	

City of Cedar Falls Capital Improvement Program		CIP Number: 147
Department: Public Works	Division: Engineering	Project Number:

Project Description:
Streetscape: College Hill Streetscape
 This project would remove and replace the existing sidewalk, sidewalk pavers, and streetscape elements along College Street from W 20th Street to W 23rd Street to an updated design.

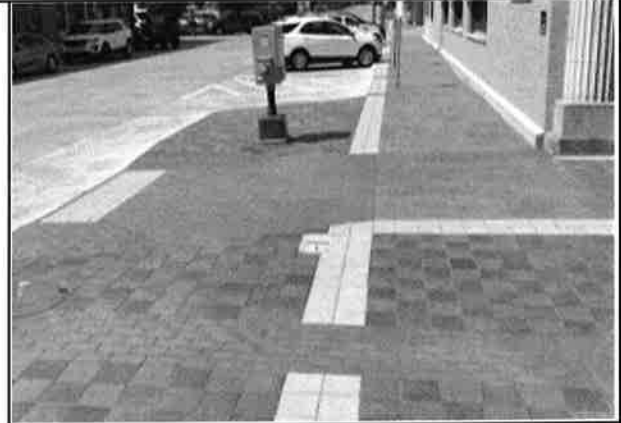


Operations and Maintenance Impact on Budget:
 Current:
 This will be certified in the College Hill TIF district and TIF revenues will be used to repay the expense.
 Long-Term:
 The streetscape will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design				200,000			200,000
Land/Right of Way							-
Utility (Water Main)							-
Construction					400,000	400,000	800,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	200,000	400,000	400,000	1,000,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing				200,000	400,000	400,000	1,000,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	200,000	400,000	400,000	1,000,000
Funding Source:	Project Schedule		Start		Finish		
TIF-CH	1,000,000	Design		FY27		FY27	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY28		FY29	
		Other:					
Total	\$1,000,000	Total Project		FY27		FY29	

City of Cedar Falls Capital Improvement Program		CIP Number: 148
Department: Public Works	Division: Engineering	Project Number: RC-000-3242

Project Description:
Streetscape: Downtown Streetscape and Reconstruction Phase II
 This project would remove and replace the existing sidewalk pavers and streetscape elements along Main Street from 3rd Street to 6th Street according to the newly adopted design. Additional pavers and streetscape elements will be added to 3rd Street (Main to State), 4th Street (Washington to State), and 5th Street (Washington to Main). In addition, E 3rd Street (Main to State) and 4th Street (Washington to State) will be fully reconstructed, while 5th Street (Washington to Main) will undergo an asphalt mill and overlay.



Operations and Maintenance Impact on Budget:
Current:
 This will be certified in the Downtown TIF district and TIF revenues will be used to repay the expense.

Long-Term:
 The streetscape will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	130,000						130,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	130,000		-	-	-	-	130,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing	130,000						130,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
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							-
							-
							-
Total Source	130,000	-	-	-	-	-	130,000
Funding Source:		Project Schedule		Start		Finish	
TIF-DT	130,000	Design		FY21		FY21	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY21		FY24	
		Other:					
Total	\$130,000	Total Project		FY21		FY24	

City of Cedar Falls Capital Improvement Program		CIP Number: 149
Department: Public Works	Division: Operations and Maintenance - Cemetery	Project Number:

Project Description:
Cemetery Columbariums

Columbariums have become a popular choice for storing cremains. This method of interment will save space throughout the three City cemeteries. The most common columbarium is a 72 space or "niche" unit at a cost of approximately \$20,000 plus installation. Niches installed in other cemeteries that were surveyed are sold on average at \$900.00 each. Additional niches are anticipated to be added in FY29




Operations and Maintenance Impact on Budget:
Current:
There will be an initial impact with the purchase of 6 units over a period of three years.

Long-Term:
The sales of each niche of a 72 niche unit will offset the cost of purchase and installation. Additionally, staff costs will be reduced by not having to dig holes for traditional cremation burials.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	70,000	70,000	70,000			30,000	240,000
Other							-
Total Costs	70,000	70,000	70,000	-	-	30,000	240,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
GR	70,000	70,000	70,000			30,000	240,000
							-
Total Source	70,000	70,000	70,000	-	-	30,000	240,000

Funding Source:	Project Schedule	Start	Finish
GR 240,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY24	FY29
	Other:		
Total	Total Project	FY24	FY29

City of Cedar Falls Capital Improvement Program		CIP Number: 150
Department: Public Works	Division: Operations and Maintenance-Golf	Project Number:
Project Description: Golf Course Maintenance Pheasant Ridge Golf Course requires regular maintenance in order to be well kept and ensure it remains a desirable place to play golf.		

Operations and Maintenance Impact on Budget:
 Current:
 The Golf Improvement Fund will be used for materials and expenditures related to maintenance.

Long-Term:
 Improved facilities will enhance patrons experience which could possibly create more play.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	5,000	10,000	10,000	10,000	10,000	10,000	55,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	5,000	10,000	10,000	10,000	10,000	10,000	55,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Golf Improvement Fund	5,000	10,000	10,000	10,000	10,000	10,000	55,000
							-
							-
Total Source	5,000	10,000	10,000	10,000	10,000	10,000	55,000
Funding Source:	Project Schedule		Start		Finish		
GIF	55,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction	On-going		On-going		
		Other:					
Total	\$55,000	Total Project	On-going		On-going		

City of Cedar Falls Capital Improvement Program

CIP Number: 151

Department:
Public Works

Division:
Operations and Maintenance - Golf

Project Number:
03.2399

Project Description:
Pheasant Ridge Cart Path Renovations

Cart paths at Pheasant Ridge will need future maintenance. There are also some additional paths that need to be constructed adjacent to more heavily used areas.



Operations and Maintenance Impact on Budget:
Current:
Staff time will be needed to install the paths and repair the adjacent turf. There will be cost associated with purchasing grass seed. This item is added to our Park work plan every other year.
Long-Term:
Cart paths will reduce wear and tear to golf carts, provide a safer surface to walk on and promote a positive, professional image of the golf course, hopefully encouraging additional play and additional revenues.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			20,000		20,000		40,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	20,000	-	20,000	-	40,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Golf Improve Fund			20,000		20,000		40,000
							-
							-
Total Source	-	-	20,000	-	20,000	-	40,000

Funding Source:	Project Schedule	Start	Finish
GIF 40,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	On-going	On-going
	Other:		
Total	Total Project	On-going	On-going

City of Cedar Falls Capital Improvement Program

CIP Number: 152

Department:
Public Works

Division:
Operations and Maintenance - Park

Project Number:

Project Description:
Big Woods Campground Expansion

This project involves expanding camping opportunities at the existing Big Woods Campground. The expansion will double the number of campsites available in the park for an approximate total of 120 sites. Additionally, the project will include construction of a restroom/shower facility and the addition of a sanitary dump station.




Operations and Maintenance Impact on Budget:
Current:
This project will be seek Iowa DNR Resource Enhancement and Protection (REAP) funding, a secured private family donation, and Big Woods Campground proceeds.

Long-Term:
Revenue generated from camping registrations will sustain the long term maintenance of the facility. Black Hawk County Conservation staff has initially agreed to accept the additional management and maintenance responsibilities.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design		10,000					10,000
Land/Right of Way							-
Utility Relocation							-
Construction		140,000	150,000				290,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	150,000	150,000	-	-	-	300,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
TIF - Downtown							-
REAP			150,000				150,000
Black Hawk County		50,000					50,000
Private		50,000					50,000
BW Maint. Reserve		50,000					50,000
Total Source	-	150,000	150,000	-	-	-	300,000

Funding Source:		Project Schedule	Start	Finish
PRIV	50,000	Design	FY25	FY25
BWMR	50,000	Land/Right of Way		
BHC	50,000	Utility Relocation		
REAP	150,000	Construction	FY25	FY26
		Other:		
Total	\$300,000	Total Project	FY25	FY26

City of Cedar Falls Capital Improvement Program		CIP Number: 153
Department: Public Works	Division: Operations and Maintenance-Park	Project Number:
Project Description: Big Woods Lake Cabin		
Cabin rentals have been very popular with reservations being full for the majority of the past several years. During the construction of the first cabin, grade work and infrastructure was put in place for future addition of cabins. This project is being delayed until FY29 in anticipation of moving forward with the campground expansion which will generate more revenue and serve a larger number of recreation enthusiasts.		

Operations and Maintenance Impact on Budget:
Current:
There will be an initial impact on the Big Woods Campground and Maintenance budget

Long-Term:
Cabin rental history shows that there is a 5 year payoff for construction cost. Future general maintenance will be covered by rental fees.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						130,000	130,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	130,000	130,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
GR							-
Black Hawk County						65,000	65,000
BW Maintenance Reserve						65,000	65,000
Total Source	-	-	-	-	-	130,000	130,000
Funding Source:		Project Schedule		Start		Finish	
BHC	65,000	Design					
BWMR	65,000	Land/Right of Way					
		Utility Relocation					
		Construction		FY29		FY29	
		Other:					
Total	\$130,000	Total Project		FY29		FY29	

City of Cedar Falls Capital Improvement Program		CIP Number: 154
Department: Public Works	Division: Operations and Maintenance - Park	Project Number:


Project Description:
Gold Star Family Memorial Monument
 Local veteran volunteers are proposing an additional memorial monument in Veterans Park. The purpose of the monument is to honor Gold Star Families, preserve the memory of the fallen, and stand as a reminder that Freedom is not free. The scenes on each panel are a reflection of each community's Gold Star Families and their fallen Heroes. At the center of this tribute is the most distinct feature of the monument, the cut out which represents the loved one who paid the ultimate sacrifice in the name of Freedom. Like other portions of Veterans Park, it is proposed that private fundraising and in-kind donations pay for the improvements.



Operations and Maintenance Impact on Budget:
Current:
 Staff time to meet with proponents to discuss design of the project.

Long-Term:
 Periodic upkeep of the memorial and the surrounding amenities.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	65,000	40,000					105,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	65,000	40,000	-	-	-	-	105,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Street Construction Fund							-
Capital Projects							-
Private	65,000	40,000					105,000
General Revenues							-
Black Hawk Cnty Gaming							-
Hotel/Motel Tax-Parks							-
							-
Total Source	65,000	40,000	-	-	-	-	105,000
Funding Source:	PRIV 105,000	Project Schedule		Start	Finish		
		Design		FY24	FY25		
		Land/Right of Way					
		Utility Relocation					
		Construction		FY24	FY25		
		Other:					
H/M-PK	-						
Total	\$105,000	Total Project		FY24	FY25		

City of Cedar Falls Capital Improvement Program		CIP Number: 155
Department: Public Works	Division: Operations & Maintenance - Park	Project Number:
Project Description: Mini Plaza on 1st St. Historical Area - Rotary Club This project is to commemorate 100 years of the Rotary Club. The project would consist of a small plaza connected by a trail between the Rapp Station and the Little Red School House. The plaza with elevated seating could be used for outdoor education and presentations. May be considered a COVID memorial for local residents that passed from COVID 19		

Operations and Maintenance Impact on Budget:
 Current:
 No known impact to operating budget

Long-Term:
 Care and maintenance of landscape brick and amenities Possible revenue source with brick sales.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	10,000						10,000
Land/Right of Way							-
Utility Relocation							-
Construction	65,000						65,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	75,000	-	-	-	-	-	75,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Private	75,000						75,000
							-
							-
Total Source	75,000	-	-	-	-	-	75,000
Funding Source:		Project Schedule		Start	Finish		
PRIV	75,000	Design		FY24		FY24	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY24		FY24	
		Other:					
Total	\$75,000	Total Project		FY24		FY24	

City of Cedar Falls Capital Improvement Program

CIP Number: 156

Department:
Public Works

Division:
Operations and Maintenance - Park

Project Number:
03.2396

Project Description:
Park Improvements

This is an ongoing project of improving existing parks and park infrastructure. The City currently has over 1,000 acres of park land that these funds will be used for to perform various maintenance needs. Projects are prioritized annually by staff and Park and Recreation Commission. Projects may include; shelter and playground surface renovations, sidewalk replacements, grade work, etc. This proposal also includes installation of standardized park name signs throughout the park system that provides branding consistent with other city signage.



Operations and Maintenance Impact on Budget:

Current:
Park staff will perform maintenance as part of the annual work plan. The material purchase will initially impact the budget

Long-Term:
Future maintenance will occur related to repair of structures or improvement due to vandalism or usual wear. The annual park operating and capital budgets will pay ongoing maintenance costs.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	25,000	30,000	30,000	30,000	30,000	30,000	175,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	25,000	30,000	30,000	30,000	30,000	30,000	175,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
							-
Hotel/Motel-Parks	25,000	30,000	30,000	30,000	30,000	30,000	175,000
							-
							-
							-
							-
							-
							-
Total Source	25,000	30,000	30,000	30,000	30,000	30,000	175,000

Funding Source:		Project Schedule	
		Start	Finish
H/M-PK	175,000	Design	
		Land/Right of Way	
	-	Utility Relocation	
		Construction	Ongoing
		Other:	
Total	\$175,000	Total Project	Ongoing

City of Cedar Falls Capital Improvement Program		CIP Number: 157
Department: Public Works	Division: Operations and Maintenance - Park	Project Number:

Project Description:
Pickle Ball Court Maintenance

The acrylic surface on the pickle ball courts will need to be replaced approximately every 5 years. Additionally, this will provide any other maintenance and upkeep for all of the existing infrastructure.



Operations and Maintenance Impact on Budget:
Current:
The cost of court maintenance will create an impact on the operating budget.

Long-Term:
Maintenance costs will increase with addition of additional courts

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	5,000	5,000	5,000	5,000	40,000	5,000	65,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	5,000	5,000	5,000	5,000	40,000	5,000	65,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue	5,000	5,000	5,000	5,000	40,000	5,000	65,000
Cedar Falls Utilities							-
TIF - Downtown							-
Priv							-
							-
							-
Total Source	5,000	5,000	5,000	5,000	40,000	5,000	65,000
Funding Source:	Project Schedule			Start	Finish		
GR	65,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY23		FY27	
		Other:					
Total	\$65,000	Total Project					

City of Cedar Falls Capital Improvement Program CIP Number: 158

Department: **Public Works** Division: **Operations and Maintenance - Park** Project Number:

Project Description:

Place to Play Park - Future Maintenance

The Place to Play Park contains unique ADA compliant safety surfacing and equipment. Early use has shown the park to be extremely popular which will add to wear and tear of the equipment and facility. Staff recommends a separate maintenance account be established specifically for this facility so safety and maintenance can be addressed as needed.




Operations and Maintenance Impact on Budget:

Current:
Staff time to assess wear and tear

Long-Term:
Increased maintenance costs for a specialized park should it see heavy use.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	6,000	6,000	6,000	6,000	6,000	6,000	36,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	6,000	6,000	6,000	6,000	6,000	6,000	36,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Private	6,000	6,000	6,000	6,000	6,000	6,000	36,000
General Revenues							-
Black Hawk Cnty Gamir							-
							-
Total Source	6,000	6,000	6,000	6,000	6,000	6,000	36,000

Funding Source:		Project Schedule	Start	Finish
		Design		
PRIV	36,000	Land/Right of Way		
BHCG	-	Utility Relocation		
GR	-	Construction	FY20	FY25
		Other:		
Total	\$36,000	Total Project	FY20	FY25

City of Cedar Falls Capital Improvement Program						CIP Number	159
Department: Public Works		Division: Operations and Maintenance -Park				Project Number:	
Project Description: Place to Play Park Modifications							
<p>The park is very popular and in need of some modifications. This project includes removing the sand feature located in the middle of the park. The feature has created problems with sand impacting the artificial turf and with some of the play equipment. A new play feature will be designated into the previous sand feature location.</p>							
Operations and Maintenance Impact on Budget:							
Current: This will be funded with private donations.							
Long-Term: By making the proposed modifications, maintenance costs will be reduced.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	5,000						5,000
Land/Right of Way							-
Utility Relocation							-
Construction	20,000						20,000
Landscaping							-
Equipment & Furnish	25,000						25,000
Other							-
Total Costs	50,000	-	-	-	-	-	50,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Private - Beau's BB	50,000						50,000
							-
							-
Total Source	50,000	-	-	-	-	-	50,000
Funding Source:		Project Schedule		Start		Finish	
PRIV	50,000	Design		FY24		FY24	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY24		FY24	
		Other:					
Total	\$50,000	Total Project		FY24		FY24	

City of Cedar Falls Capital Improvement Program

CIP Number: 160

Department:
Public Works

Division:
Operations and Maintenance - Parks

Project Number:

Project Description:
Private Property Hazardous Tree Removal

The Emerald Ash Borer infestation began in Iowa in 2010. In 2017, the City started a multi-year effort to remove dead and damaged trees on City property. In 2019, the City started notifying private property owners that trees needed to be removed or treated. A recent inventory, estimates approximately 2,000 hazardous trees on private property. The City plans to hire a contractor to address this nuisance.



Operations and Maintenance Impact on Budget:
Current:
If a property owner does not remove it themselves, then the City will pay the cost of removal and then assess each owner. The owner may choose to pay immediately or over a period of five years, through an assessment on their property tax bill.
Long-Term:
Collection of assessments is anticipated to be up to five years after the initial expense.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	500,000	500,000	500,000	500,000			2,000,000
Total Costs	500,000	500,000	500,000	500,000	-	-	2,000,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Special Assessment	500,000	500,000	500,000	500,000			2,000,000
							-
							-
Total Source	500,000	500,000	500,000	500,000	-	-	2,000,000

Funding Source:	Project Schedule	Start	Finish
SA 2,000,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:	FY24	FY27
	Total	Total Project	FY24

City of Cedar Falls Capital Improvement Program		CIP Number: 162
Department: Public Works	Division: Operations and Maintenance - Park	Project Number:

Project Description:

Seerley Park Renovation

This project includes the installation of a new shelter, restroom, upgraded playground equipment including inclusive elements, fencing, and signage.



Operations and Maintenance Impact on Budget:

Current:
This will not impact the debt service levy since Hotel/Motel Tax will be utilized.

Long-Term:
On-going maintenance of the structures

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	25,000	115,000	215,000				355,000
Landscaping							-
Equipment & Furnish			75,000				75,000
Other							-
Total Costs	25,000	115,000	290,000	-	-	-	430,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
							-
Private		40,000	60,000				100,000
Community Foundation							-
Cell Tower Lease	25,000	75,000	230,000				330,000
							-
							-
Total Source	25,000	115,000	290,000	-	-	-	430,000
Funding Source:	Project Schedule			Start	Finish		
H/M-PK -	Design						
PRIV 100,000	Land/Right of Way						
CF -	Utility Relocation						
CTL 330,000	Construction			FY23	FY26		
	Other:						
Total	\$430,000	Total Project		FY23	FY26		

City of Cedar Falls Capital Improvement Program

CIP Number: 163

Department:
Public Works

Division:
Operations and Maintenance - Park

Project Number:

Project Description:
Skate Park Relocation

Relocation of the Skate Park 100 feet north of its current location may be of interest to an adjacent private business wishing to expand. This land is subject to federal requirements since the park area was provided as mitigation to the impact of Highway 58 on other parks, therefore the City must maintain the same level or greater of public amenities and land. Additional land may be provided if a trailhead is provided in the Sands Addition.



Operations and Maintenance Impact on Budget:
Current:
Initial costs of relocating the Skate Park, adding new updated features and improving land at an alternate site.

Long-Term:
On-going maintenance of the structures.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction				200,000			200,000
Landscaping							-
Equipment & Furnish				100,000			100,000
Other							-
Total Costs	-	-	-	300,000	-	-	300,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
Private	-	-		300,000			300,000
							-
							-
							-
Total Source	-	-	-	300,000	-	-	300,000

Funding Source:	Project Schedule	Start	Finish
PRIV 300,000	Design	FY27	FY27
	Land/Right of Way		
	Utility Relocation		
	Construction	FY27	FY27
	Other:		
Total	Total Project	FY27	FY27

City of Cedar Falls Capital Improvement Program

CIP Number: 164

Department:
Public Works

Division:
Operations and Maintenance - Park

Project Number:

Project Description:
Street Tree Replacement

The city is currently removing approximately 250 street trees annually. These removals are due to age, damage from storms and the Emerald Ash Borer. Current bid prices are approximately \$100 per replacement tree which would require \$25,000 annually if all trees would be replaced. Operating dollars and grants currently fund around \$10,000 annually.



Operations and Maintenance Impact on Budget:
Current:
Staff time to plant trees

Long-Term:
Increased costs to maintain the trees in the future.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping	8,000	8,000	10,000	10,000	10,000		46,000
Equipment & Furnish							-
Other							-
Total Costs	8,000	8,000	10,000	10,000	10,000	-	46,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
Grant							-
Hotel/Motel-PK	8,000	8,000	10,000	10,000	10,000		46,000
							-
							-
Total Source	8,000	8,000	10,000	10,000	10,000	-	46,000
Funding Source:		Project Schedule		Start		Finish	
H/M-PK	46,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY21		FY27	
		Other:					
Total	\$46,000	Total Project		FY21		FY27	

City of Cedar Falls Capital Improvement Program CIP Number: 165

Department:
Public Works

Division:
Operations and Maintenance - Park

Project Number:
03.2391

Project Description:
Trail Maintenance

Funded by Hotel/Motel Tax revenue on an annual basis for structural repairs to the existing recreation trail system. The goal is to only utilize a portion of the funds annually so that a reserve fund will accumulate.



Operations and Maintenance Impact on Budget:
Current:
Park staff will coordinate periodic repairs and will use city staff members or equipment or private contractors depending on the complexity of the repairs.
Long-Term:
Smooth, safe recreation trails limit city liability and reduce the need for expensive total reconstruction projects.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Hotel/Motel Tax-Trail	50,000	50,000	50,000	50,000	50,000	50,000	300,000
							-
							-
							-
Total Source	50,000	50,000	50,000	50,000	50,000	50,000	300,000

Funding Source:	Project Schedule	Start	Finish
H/M-TR	300,000		
	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	Annual	Annual
	Other:		
Total	\$300,000	Annual	Annual


City of Cedar Falls Capital Improvement Program		CIP Number: 166
Department: Public Works	Division: Operations and Maintenance - Park	Project Number:

Project Description:
Veterans Park Restroom
 With a weekly event and other functions taking place at veterans park, there is a need for restroom facilities. This project would include a uni-sex restroom located on the south side of the park



Operations and Maintenance Impact on Budget:
Current:
 Construction costs would be privately funded. City staff time to construct.
Long-Term:
 Long term impacts will include utility and maintenance costs


Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					50,000		50,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	50,000	-	50,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Hotel/Motel Tax							-
Private Funds					50,000		50,000
Other							-
Total Source	-	-	-	-	50,000	-	50,000
Funding Source:		Project Schedule		Start		Finish	
PRIV	50,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY28		FY28	
		Other:					
Total	\$50,000	Total Project		FY28		FY28	

City of Cedar Falls Capital Improvement Program		CIP Number: 167
Department: Public Works	Division: Operations and Maintenance - Landscape	Project Number:
Project Description: Cedar Falls Landscape Improvements The PW/Park Division is proposing to plant, prairie, wildflowers, trees and turfgrass on select flood buyout as defined on the Northern Cedar Falls Recreation and Maintenance Plan prepared by Confluence. The goal is to make the properties more reflective of the Park system, upgrade neighborhood aesthetics while reducing long term maintenance costs.		

Operations and Maintenance Impact on Budget:
 Current:
 Staff time to install seeding, trees and other natural amenities.

Long-Term:
 Reduced maintenance costs to mow small and large tracts of land.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping	25,000	25,000	25,000	25,000	25,000	25,000	150,000
Equipment & Furnish							-
Other	-		-		-	-	-
Total Costs	25,000	25,000	25,000	25,000	25,000	25,000	150,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond	-		-		-	-	-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects	25,000	25,000	25,000	25,000	25,000	25,000	150,000
							-
							-
							-
							-
							-
Total Source	25,000	25,000	25,000	25,000	25,000	25,000	150,000
Funding Source:	Project Schedule		Start		Finish		
CP	150,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Annual		Annual	
Total	\$150,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program						CIP Number: 168	
Department: Public Works			Division: Operations and Maintenance - Public Buildings			Project Number:	
Project Description: Beach House Dehumidification System During the spring when ambient temperatures are higher than ground temperatures, and on humid days, the floor at the beach house becomes wet with condensation causing a slip hazard for users. This project is to install a roof mount dehumidifier to be used during those situations to prevent condensation.							
Operations and Maintenance Impact on Budget: Current: The project will be paid from beach house improvements funds generated by rentals and should not have an initial impact on the operating budget Long-Term: Cost of energy to operate throughout the spring and summer months. Reducion in risk of slip and fall injuries.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	15,000						15,000
Other							-
Total Costs	15,000	-	-	-	-	-	15,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Beach House escrow	15,000						15,000
							-
							-
Total Source	15,000	-	-	-	-	-	15,000
Funding Source:		Project Schedule		Start		Finish	
BH		15,000		Design			
				Land/Right of Way			
				Utility Relocation			
				Construction		FY24	
				Other:			
Total		\$15,000		Total Project		FY24	

City of Cedar Falls Capital Improvement Program		CIP Number: 169
Department: Public Works	Division: Operations and Maintenance - Public Buildings	Project Number:

Project Description:
Building Weatherproofing - Public Buildings
 City owned buildings are nearing the age when it will be necessary to perform exterior surface maintenance. This project includes brick & block tuck-point, EIFS repair and waterproofing for buildings that are ten years old or older.



Operations and Maintenance Impact on Budget:
 Current:
 This project will have an initial impact on the Operating Budget.
 Long-Term:
 Preventative maintenance will extend the longevity of city owned buildings which will reduce expensive repair and/or replacement costs.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		60,000		60,000		80,000	200,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	60,000	-	60,000	-	80,000	200,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue		60,000		60,000		80,000	200,000
CF Community Foundation							-
							-
							-
							-
							-
Total Source	-	60,000	-	60,000	-	80,000	200,000

Funding Source:	Project Schedule	Start	Finish
GR 200,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	Ongoing	Ongoing
	Other:		
Total 200,000	Total Project	Ongoing	Ongoing

City of Cedar Falls Capital Improvement Program		CIP Number: 170
Department: Public Works	Division: Operations and Maintenance--Public Buildings and Community Center	Project Number:

Project Description:
Community Center Flooring and Furniture

The Community Center opened in 2004. Carpet and a dance floor were installed at that time. Programs for seniors and evening and weekend rentals have resulted in wear and tear and stains that cannot be removed. The soft seating around the TV in the Community Center is worn and shabby and should be replaced with furniture designed for the heavy traffic of public buildings. Because spills during rentals have resulted in the dance floor's having to be professionally cleaned occasionally, flooring that is more easily cleaned will be considered in consultation with the maintenance supervisor and flooring expert. The divider that surrounds the dance floor will also be repaired or replaced. This project was delayed from FY23 to FY24.



Operations and Maintenance Impact on Budget:
Current:
 This will affect the General Fund operating budget.

Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	3,000						3,000
Land/Right of Way							-
Utility Relocation							-
Construction	50,000						50,000
Landscaping							-
Equipment & Furnish	10,000						10,000
Other							-
Total Costs	63,000	-	-	-	-	-	63,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
CF Comm Foundation	6,000						6,000
General Revenue	57,000						57,000
							-
Total Source	63,000	-	-	-	-	-	63,000
Funding Source:		Project Schedule		Start		Finish	
CF	6,000	Design					
GR	57,000	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$63,000	Total Project		FY24		FY24	

City of Cedar Falls Capital Improvement Program

CIP Number: 171

Department:
Public Works

Division:
Operations and Maintenance - Public Bldgs.

Project Number:

Project Description:
Energy Efficiencies

This line item is intended to provide funding for energy efficiency projects on public buildings. Examples would include replacement of existing lights with more energy efficient lights.



Operations and Maintenance Impact on Budget:
Current:
Projects will be identified each year and will affect the public buildings budget.

Long-Term:
By increasing energy efficiencies in public buildings, utility cost savings should be realized

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other			30,000	30,000	30,000	30,000	120,000
Total Costs	-	-	30,000	30,000	30,000	30,000	120,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue			30,000	30,000	30,000	30,000	120,000
							-
							-
Total Source	-	-	30,000	30,000	30,000	30,000	120,000
Funding Source: GR	120,000	Project Schedule		Start		Finish	
		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		On-going		On-going	
Total	\$120,000	Total Project		On-going		On-going	

City of Cedar Falls Capital Improvement Program

CIP Number: 172

Department:
Public Works

Division:
Operations and Maintenance - Public Buildings

Project Number:

Project Description:
LED Lighting Upgrade - Library


This project is an energy initiative that includes replacing and retrofitting LED lighting throughout the Library



Operations and Maintenance Impact on Budget:
Current:
The cost of LED lighting has decreased significantly over the past 5 years although with a building this size there will be an impact on the budget.
Long-Term:
A reduction in energy cost will be realized in the long term.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	35,000	30,000					65,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	35,000	30,000	-	-	-	-	65,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue	35,000	30,000					65,000
							-
							-
Total Source	35,000	30,000	-	-	-	-	65,000

Funding Source:	Project Schedule	Start	Finish
GR	65,000		
	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY24	FY24
Other:			
Total	\$65,000	FY24	FY24

City of Cedar Falls Capital Improvement Program						CIP Number:	173
Department: Public Works		Division: Operations and Maintenance--Public Bldgs.			Project Number:		
Project Description:							
<p>Library: Atrium Window Replacement</p> <p>The library building was constructed in 2004. Recently some of the windows in the atrium are showing signs of wear and collecting condensation to the point that the maintenance supervisor recommended replacing them.</p>							
Operations and Maintenance Impact on Budget:							
Current: This will affect the General Fund operating budget.							
Long-Term:							
Project Costs	FY23	FY24	FY25	FY26	FY27	FY28	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		25,000					25,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	25,000	-	-	-	-	25,000
Source of Funds	FY23	FY24	FY25	FY26	FY27	FY28	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
CF Community Foundation		15,000					15,000
General Revenue		10,000					10,000
							-
Total Source	-	25,000	-	-	-	-	25,000
Funding Source:		Project Schedule		Start		Finish	
CF	15,000	Design					
GR	10,000	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$25,000	Total Project					

City of Cedar Falls Capital Improvement Program CIP Number: 174


Department: Public Works Division: Operations and Maintenance - Public Bldgs. Project Number:

Project Description:
Library/Community Center Building Maintenance Projects
 This project includes installation and piping of a new boiler system that will replace the geo thermal "pump and dump" system. The current system uses approximately 12,000 gallons of clean water each year that is dumped in the sanitary sewer once it flows through the geo system. The intent is to replace the current geo thermal system with an efficient boiler system in an effort to reduce water usage.



Operations and Maintenance Impact on Budget:
Current:
 There will be a significant initial impact on the budget
Long-Term:
 Water conservation is a major concern. The current system's water usage is approximately 12,000 gallons annually and costs over \$15,000.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						260,000	260,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	260,000	260,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond						260,000	260,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue							-
							-
							-
Total Source	-	-	-	-	-	260,000	260,000
Funding Source:	Project Schedule		Start		Finish		
GO 260,000	Design						
	Land/Right of Way						
	Utility Relocation						
	Construction		FY27		FY27		
	Other:						
Total	\$260,000	Total Project		FY25		FY29	

City of Cedar Falls Capital Improvement Program				CIP Number: 175			
Department: Public Works		Division: Operations and Maintenance--Public Buildings		Project Number:			
Project Description: Library Drive-Through Book Returns The drive-through book returns on the State Street side of the library are now seventeen years old and have been repaired multiple times, but are close to being beyond repair. This project was moved to FY24, as maintenance staff have not had time to install them.				Attach Map: 			
Operations and Maintenance Impact on Budget: Current: This will affect the General Fund operating budget. Long-Term:							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	2,000						2,000
Landscaping							-
Equipment & Furnish	5,000						5,000
Other							-
Total Costs	7,000	-	-	-	-	-	7,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue	3,500						3,500
CF Community Foundation	3,500						3,500
							-
Total Source	7,000	-	-	-	-	-	7,000
Funding Source:		Project Schedule		Start		Finish	
CF	3,500	Design					
GR	3,500	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$7,000	Total Project					

City of Cedar Falls Capital Improvement Program		CIP Number: 176
Department: Public Works	Division: Operations and Maintenance - Public Bldgs.	Project Number:

Project Description:
Public Works Building Maintenance Projects
 Projects include interior work such as painting, maintenance of geo thermal system, upgrade of server room cooling system and other mechanical, electrical and plumbing maintenance needs.



Operations and Maintenance Impact on Budget:
 Current:
 These projects will be funded from various funds and should not have a significant impact on the general budget.
 Long-Term:
 Proper building maintenance will enhance the longevity of the structure as well as the mechanical, electrical, plumbing, and HVAC systems.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		40,000	10,000	10,000	10,000	10,000	80,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	40,000	10,000	10,000	10,000	10,000	80,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
Road Use Tax		13,340	3,340	3,340	3,340	3,340	26,700
Refuse Funds		13,330	3,330	3,330	3,330	3,330	26,650
General Revenue		13,330	3,330	3,330	3,330	3,330	26,650
							-
Total Source	-	40,000	10,000	10,000	10,000	10,000	80,000
Funding Source:		Project Schedule		Start		Finish	
SCF	27,000	Design					
REF	26,500	Land/Right of Way					
GR	26,500	Utility Relocation					
		Construction		Ongoing		Ongoing	
		Other:					
Total	\$80,000	Total Project					

City of Cedar Falls Capital Improvement Program

CIP Number: 177

Department:
Public Works

Division:
Operations and Maintenance - Public Bldgs.

Project Number:

Project Description:
Public Safety Building Maintenance Projects

This project includes replacing the failing HVAC unit in the original emergency services section of the building which is now used as sleeping quarters. The intent is to integrate this area into the building's climate control system.



Operations and Maintenance Impact on Budget:
Current:
There will be an initial cost to remove the old system and add a rooftop unit that will be integrated into the new system.
Long-Term:
Long term utility costs will be realized with the addition of modern and efficient HVAC equipment.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		40,000					40,000
Other							-
Total Costs	-	40,000	-	-	-	-	40,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond		40,000					40,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
GR							-
							-
							-
Total Source	-	40,000	-	-	-	-	40,000
Funding Source:			Project Schedule		Start		Finish
GO	40,000		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction		FY25		FY25
			Other:				
Total	\$40,000		Total Project		FY25		FY25

City of Cedar Falls Capital Improvement Program		CIP Number: 178
Department: Public Works	Division: Operations and Maintenance - Public Buildings	Project Number:

Project Description:

Rec Center Heat Pumps and Maintenance Projects

The heat pumps were installed when the Rec Center was built in 1992 are at the end of their lives and need to be replaced. These items along with other mechanical/electrical/plumbing & heating items will need to be replaced over several years.



Operations and Maintenance Impact on Budget:

Current:
There will be an initial impact on the operating budget

Long-Term:
Long term savings on utility costs may be experienced by utilizing modern, high efficiency equipment

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	25,000	32,000	25,000	27,000	27,000	27,000	163,000
Other							-
Total Costs	25,000	32,000	25,000	27,000	27,000	27,000	163,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Rec CIP	25,000	32,000	25,000	27,000	27,000	27,000	163,000
							-
							-
Total Source	25,000	32,000	25,000	27,000	27,000	27,000	163,000

Funding Source:		Project Schedule	Start	Finish
		Design		
	163,000	Land/Right of Way		
		Utility Relocation		
		Construction	FY24	FY29
		Other:		
Total	\$163,000	Total Project	FY24	FY29

City of Cedar Falls Capital Improvement Program

CIP Number: 179

Department:
Public Works

Division:
Operations and Maintenance-Refuse

Project Number:

Project Description:
Expanded Poly Styrene (Styrofoam) Densifier

The intake of Expanded Poly Styrene (Styrofoam) has increased significantly since the purchase and onset of the recycling program. The material intake has outgrown the efficient capability of original densifying machine. This project is intended to replace the existing unit with a larger machine with improved loading capabilities.



Operations and Maintenance Impact on Budget:

Current:

The initial cost of purchase and setup will have an impact on the Refuse Enterprise Fund.

Long-Term:

Improved capacity and loading of the material will reduce staff hours needed to process the expanded material

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	95,000						95,000
Other							-
Total Costs	95,000	-	-	-	-	-	95,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Refuse Fund	95,000						95,000
							-
							-
Total Source	95,000	-	-	-	-	-	95,000
Funding Source:		Project Schedule			Start	Finish	
REF	95,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:			FY24	FY24	
Total	\$95,000	Total Project			FY24	FY24	


City of Cedar Falls Capital Improvement Program		CIP Number: 180
Department: Public Works	Division: Operations and Maintenance - Refuse	Project Number:

Project Description:
Refuse and Yard Waste Cart Tracking
 RFID technology is utilized to track collection and billing of yard waste carts. This technology is used so residents can be billed on a per dump basis. The hardware used on the trucks is proprietary and is becoming outdated along with the software used to track both solid waste and yard waste carts. There will be a need in the near future to update all aspects of cart collection and tracking services.



Operations and Maintenance Impact on Budget:
 Current:
 Purchase of new software, hardware for trucks and RFID tags will have an impact on the refuse operating budget
 Long-Term:
 Improved tracking of cart collections and billing will reduce long term operating costs.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	25,000						25,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	25,000	-	-	-	-	-	25,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue							-
CF Community Foundation							-
REF	25,000						25,000
							-
							-
							-
Total Source	25,000	-	-	-	-	-	25,000
Funding Source:		Project Schedule		Start		Finish	
REF	25,000	Design					
	-	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY23		FY24	
Total	25,000	Total Project					

City of Cedar Falls Capital Improvement Program		CIP Number: 181
Department: Public Works	Division: Operations and Maintenance - Refuse	Project Number:
Project Description: Security Cameras at Recycling sites. This initiative is an effort to monitor use of recycling drop sites due to increased contamination and illicit dumping,. Sites are receiving more usage and with it comes the dumping of unwanted items. The cameras would be used to identify misuse and hold the abusers accountable.		

Operations and Maintenance Impact on Budget:
Current:
This project will be funded by the refuse enterprise fund. There will be an initial impact on the refuse operating budget.

Long-Term:
Cameras may prove to be cost effective by reducing man-hours and tipping fees required to manage illicit materials. There may be future ongoing costs for service provided by CFU

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	50,000	50,000					100,000
Other							-
Total Costs	50,000	50,000	-	-	-	-	100,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
REF	50,000	50,000					100,000
							-
							-
Total Source	50,000	50,000	-	-	-	-	100,000
Funding Source:	Project Schedule		Start		Finish		
REF	100,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction			FY24		FY25
		Other:					
Total	\$100,000	Total Project		FY24		FY25	

City of Cedar Falls Capital Improvement Program		CIP Number: 182
Department: Public Works	Division: Operations & Maintenance - Refuse	Project Number:

Project Description:
SW Solid Waste Transfer Station
 The current facility has portions of its operation located in the 500 year flood plain. The DNR has restrictions related to ancillary items being stored in the flood plain that are currently under waiver. Creating an additional facility will allow unencumbered storage and processing of banned landfill items more efficiently. This project would be for the site selection/land acquisition necessary to build a new facility in the future.



Operations and Maintenance Impact on Budget:
Current:
 The cost of design and construction would create an impact on the refuse enterprise fund and would need to be subsidized by other funding sources.
Long-Term:
 Long term impacts will include utility and operation/maintenance costs

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way					1,000,000		1,000,000
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	1,000,000	-	1,000,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Hotel/Motel Tax							-
Refuse Funds					1,000,000		1,000,000
Other							-
Total Source	-	-	-	-	1,000,000	-	1,000,000
Funding Source:		Project Schedule		Start		Finish	
REF	1,000,000	Design		FY28		FY28	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY28		FY28	
		Other:					
Total	\$1,000,000	Total Project					

City of Cedar Falls Capital Improvement Program CIP Number: 183

Department:
Public Works

Division:
Operations & Maintenance - Streets

Project Number:

Project Description:
Material Storage Bunkers

Granular materials are in constant need for maintenance operations. Some of these materials are required to be dry for use. For example, dirt used in cemeteries during the winter months, washed stone for spray patch operations, etc. The project would include constructing concrete bunker walls with a wood roof to protect materials from precipitation. The location of the project would be on the west side of the Public Works complex at 2200 Technology Parkway.



Operations and Maintenance Impact on Budget:
Current:
Initial cost of construction materials - Construction would be completed by city staff.

Long-Term:
Efficiencies would be created by having dry material to use on a regular basis.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction				75,000			75,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	75,000	-	-	75,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Road Use Tax				75,000			75,000
							-
							-
Total Source	-	-	-	75,000	-	-	75,000
Funding Source:	Project Schedule		Start		Finish		
SCF	75,000	Design	FY27		FY27		
		Land/Right of Way					
		Utility Relocation					
		Construction	FY27		FY27		
		Other:					
Total	\$75,000	Total Project	FY27		FY27		

City of Cedar Falls Capital Improvement Program		CIP Number: 184
Department: Public Works	Division: Operations and Maintenance - Street	Project Number:

Project Description:

Streetscape: College Hill Maintenance & Improvements

This project will continue to provide improvements to the City's College Hill Business District. The improvements will include streets, sidewalks, benches, landscaping, public art, and pedestrian amenities. This will also include the cost to clean the pavers on a biennial cycle.




Operations and Maintenance Impact on Budget:

Current:
This will be certified in the College Hill TIF district and TIF revenues will be used to repay the expense.

Long-Term:
The streetscape will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Const. (Streets & Parking)							-
Maintenance	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Other							-
							-
Total Costs	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Parkade Assessment							-
Road Use Tax							-
TIF-College Hill	5,000	5,000	5,000	5,000	5,000	5,000	30,000
							-
							-
Total Source	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Funding Source:		Project Schedule	Start		Finish		
TIF-CH	30,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		Annual		Annual	
		Other:					
Total	\$30,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program						CIP Number:	185
Department: Public Works			Division: Operations and Maintenance - Street			Project Number:	
Project Description:							
<p>Streetscape: Downtown Maintenance & Improvements</p> <p>This project will continue to provide improvements to the City's Central Business District. The improvements include maintenance/repairs to sidewalk bricks on the Parkade.</p>							
Operations and Maintenance Impact on Budget:							
Current:							
This will be certified in the Downtown TIF district and TIF revenues will be used to repay the expense.							
Long-Term:							
The streetscape will be maintained by Public Works.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Const. (Streets & Parking)							-
Maintenance	10,000	10,000	10,000	10,000	10,000	10,000	60,000
Cleaning Bricks & Repairs							-
Amenities						-	-
Total Costs	10,000	10,000	10,000	10,000	10,000	10,000	60,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Parkade Assessment							-
Road Use Tax							-
TIF-Downtown	10,000	10,000	10,000	10,000	10,000	10,000	60,000
							-
							-
Total Source	10,000	10,000	10,000	10,000	10,000	10,000	60,000
Funding Source:		Project Schedule		Start		Finish	
TIF-DT		60,000		Design			
				Land/Right of Way			
				Utility Relocation			
				Construction		Annual	
				Other:			
Total		\$60,000		Total Project		Annual	

City of Cedar Falls Capital Improvement Program		CIP Number: 187
Department: Public Works	Division: Operations and Maintenance - Traffic	Project Number:

Project Description:
Signalized Intersection Upgrade
 Select intersections will be in need of complete replacement due to deteriorating bases and signal structures. Including wiring, conduit, detector loops, signal heads and controllers. This also incorporates the upgrading of controller electronics and replacement of failing Light Emitting Diodes (LED's).



Operations and Maintenance Impact on Budget:
 Current:
 This ongoing project will affect the Street Construction Fund.
 Long-Term:
 Long term operation and maintenance savings will be realized due to the fact that LED's use 90% less electricity and last approximately 10 times longer than incandescent bulbs. Signal maintenance will also be reduced.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
Other							-
Total Costs	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Road Use Tax	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
							-
							-
							-
							-
Total Source	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
Funding Source:		Project Schedule		Start		Finish	
SCF	1,200,000	Design		Annual		Annual	
		Land/Right of Way					
		Utility Relocation					
		Construction		Annual		Annual	
		Other:					
Total	1,200,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program CIP Number: 188

Department: Public Works Division: Operations and Maintenance - Traffic Project Number:

Project Description:
Outdoor Warning Siren Upgrade
 Siren upgrades will be required to take place in the coming years. Additional sites will need to be evaluated and added as the city expands south and westward.



Operations and Maintenance Impact on Budget:
 Current:
 This upgrade will have an impact on the general operating budget.
 Long-Term:
 Maintenance costs will be reduced by installing modern controllers and siren heads.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue	5,000	5,000	5,000	5,000	5,000	5,000	30,000
							-
							-
							-
							-
Total Source	5,000	5,000	5,000	5,000	5,000	5,000	30,000
Funding Source:		Project Schedule		Start		Finish	
GR	30,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		Annual		Annual	
		Other:					
Total	\$30,000	Total Project					

City of Cedar Falls Capital Improvement Program		CIP Number: 189
Department: Public Works	Division: Operations and Maintenance-Vehicle Maint.	Project Number:

Project Description:
Bulk Fluids Room Expansion


With newer modern technology of equipment the requirements for lubricants and coolants has become very specific. Due to the need to stock additional items the bulk fluid storage room has become cluttered and is no longer sizeable to properly store the fluids. This project includes enlarging the space to accommodate additional bulk fluids to ensure proper safe storage is available.



Operations and Maintenance Impact on Budget:
Current:
There will be an initial impact with the purchase of 6 units over a period of three years.

Long-Term:
The sales of each niche of a 72 niche unit will offset the cost of purchase and installation. Additionally, staff costs will be reduced by not having to dig holes for traditional cremation burials.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	10,000						10,000
Land/Right of Way							-
Utility Relocation							-
Construction	70,000						70,000
Landscaping							-
Equipment & Furnish	20,000						20,000
Other							-
Total Costs	100,000	-	-	-	-	-	100,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
GR							-
VRF	100,000						100,000
							-
Total Source	100,000	-	-	-	-	-	100,000
Funding Source: VRF	100,000	Project Schedule		Start	Finish		
		Design		FY24		FY24	
		Land/Right of Way					
		Utility Relocation					
		Construction			FY24		FY24
		Other:					
Total	\$100,000	Total Project		FY24	FY24		

City of Cedar Falls Capital Improvement Program		CIP Number: 190
Department: Public Works	Division: Operations and Maintenance - Vehicle Maint.	Project Number:
Project Description: Electric Shore Station for Patrol Vehicles This project is to add shore power charging at the Public Safety Building for patrol vehicles. Currently, vehicles are required to run the gas engine in order to keep the electronic devices from draining the vehicle battery. Having the ability to plug in to shore power will reduce idle time significantly.		Attach Map: 

Operations and Maintenance Impact on Budget:
 Current:
 Installing connectors on the vehicles and shore lines would have an initial impact on the budget.

Long-Term:
 Long term impacts would include savings on fuel. Vehicles will not need to idle to maintain battery power

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		50,000					50,000
Other							-
Total Costs	-	50,000	-	-	-	-	50,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Hotel/Motel Tax							-
VRF		50,000					50,000
Other							-
Total Source	-	50,000	-	-	-	-	50,000
Funding Source:			Project Schedule	Start	Finish		
VRF	50,000		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:				
			Equipment	FY25	FY25		
Total	\$50,000		Total Project		FY25		

City of Cedar Falls Capital Improvement Program		CIP Number: 191
Department: Public Works	Division: Oper/Maint - Vehicle Maintenance	Project Number:

Project Description:
P511 Replacement Aerial Truck

The current operational life of fire apparatus is on a 30 year replacement schedule. The platform aerial truck will reach that age in FY28. This project will replace the unit with a modern more compact chassis that will retain the same capabilities as the current unit.



Operations and Maintenance Impact on Budget:

Current:
 This will have a major impact on the debt service levy since general obligation funding will be used.

Long-Term:
 Maintenance costs of a new apparatus will be reduced.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish					2,100,000		2,100,000
Other							-
Total Costs	-	-	-	-	2,100,000	-	2,100,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond					2,100,000		2,100,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Hotel/Motel Tax							-
VRP Public Safety							-
Other							-
Total Source	-	-	-	-	2,100,000	-	2,100,000
Funding Source:			Project Schedule		Start	Finish	
GO	2,100,000		Design		FY26	FY27	
			Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:				
			Equipment		FY27	FY28	
Total	\$2,100,000		Total Project		FY26	FY28	

City of Cedar Falls Capital Improvement Program		CIP Number: 192
Department: Public Works	Division: Operations and Maintenance - Vehicle Maint.	Project Number:

Project Description:
Vehicle Locators
 This project is intended to add additional vehicle locators to the city fleet. Currently, public works street, refuse and some of parks vehicles are equipped with telematics hardware. The vehicles being added to the program would be Public Safety, Engineering, and Inspection Services. The equipment has the capability to track location, speed and vehicle analytics.



Operations and Maintenance Impact on Budget:
Current:
 Outfitting equipment with telematics hardware would have an initial impact on the operating budget
Long-Term:
 Long term impacts would include the cost of a data plan for each vehicle. Increased efficiencies are a result of having tracking abilities.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		15,000	10,000				25,000
Other							-
Total Costs	-	15,000	10,000	-	-	-	25,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Hotel/Motel Tax							-
Refuse Funds							-
VRF		15,000	10,000				25,000
Total Source	-	15,000	10,000	-	-	-	25,000

Funding Source:	Project Schedule	Start	Finish
VRF 25,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:		
	Equipment	FY25	FY26
Total	Total Project		FY26

City of Cedar Falls Capital Improvement Program

CIP Number: 193

Department:
Public Works

Division:
Water Reclamation

Project Number:

Project Description:
Building Maintenance

This is an expense once every five years to include block repair, waterproofing and tuck-pointing as needed on the block buildings maintained by the Water Reclamation Division.



Operations and Maintenance Impact on Budget:
Current:
This project should have little impact on the budget.

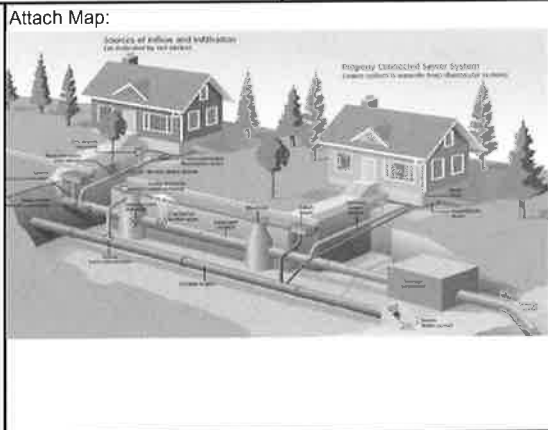
Long-Term:
This work waterproofs the concrete block and reduces the need for major repairs.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other				30,000			30,000
Total Costs	-	-	-	30,000	-	-	30,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Rental Fund				30,000			30,000
							-
							-
							-
							-
Total Source	-	-	-	30,000	-	-	30,000

Funding Source:	Project Schedule	Start	Finish
SRF 30,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:	FY27	FY27
Total	Total Project	FY27	FY27

City of Cedar Falls Capital Improvement Program		CIP Number: 194
Department: Public Works	Division: Water Reclamation	Project Number:

Project Description:
Cross Connection Removal Reimbursement
 This is related to ongoing projects to remove clean water entering the City's sanitary sewer system through legal and illicit connections. These connections can add millions of gallons of water a day in wet weather to the City's sanitary sewer system. This leads to back-ups, overflows, and permit violations. This item will provide reimbursements to homeowners for plumbing changes that would be required under new regulations. This program will help reduce any future violations by the EPA & IDNR.



Operations and Maintenance Impact on Budget:
Current:
 The immediate impact on the budget can be offset with short term reductions in other sewer projects such as sliplining.
Long-Term:
 This project will lessen the need for increasing the size of sewer mains and capacity at the treatment plant, leading to long term overall costs savings.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Design							-	
Land/Right of Way							-	
Utility Relocation							-	
Construction							-	
Landscaping							-	
Equipment & Furnish							-	
Other	150,000	150,000	50,000	50,000	50,000	50,000	500,000	
Total Costs	150,000	150,000	50,000	50,000	50,000	50,000	500,000	
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Gen. Obligation Bond							-	
Federal/State Funding							-	
Local Sales Tax							-	
Capital Projects							-	
Cedar Falls Utilities							-	
TIF - Downtown							-	
Sewer Rental Funds	150,000	150,000	50,000	50,000	50,000	50,000	500,000	
							-	
							-	
Total Source	150,000	150,000	50,000	50,000	50,000	50,000	500,000	
Funding Source: SRF	500,000	Project Schedule		Start		Finish		
		Design						
		Land/Right of Way						
		Utility Relocation						
		Construction						
		Other:			Annual		Annual	
Total	\$500,000	Total Project						

City of Cedar Falls Capital Improvement Program		CIP Number: 195
Department: Public Works	Division: Water Reclamation	Project Number:

Project Description:

Lift Station Maintenance and Upgrades

The Water Reclamation Division has twelve lift stations with more than thirty pumps throughout the collections system. This annual project is needed to purchase, repair, and replace pumps, generators, electronics and equipment as well as extend communication fiber and water utilities for future needs.



Operations and Maintenance Impact on Budget:

Current:
This will have minimal impact on the current budget.

Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Pump Rebuild	100,000	90,000	50,000	30,000	20,000	20,000	310,000
Utility Upgrades		10,000	10,000	20,000	20,000		60,000
Equipment Upgrades	35,000	25,000	65,000	75,000	85,000	105,000	390,000
							-
							-
							-
Total Costs	135,000	125,000	125,000	125,000	125,000	125,000	760,000
Source of Funds	FY23	FY24	FY25	FY26	FY27	FY28	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
SRF	135,000	125,000	125,000	125,000	125,000	125,000	760,000
							-
							-
Total Source	135,000	125,000	125,000	125,000	125,000	125,000	760,000
Funding Source: SRF	760,000	Project Schedule		Start		Finish	
		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Annual		Annual	
Total	\$760,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program				CIP Number: 196			
Department: Public Works		Division: Water Reclamation		Project Number:			
Project Description: Nutrient Reduction Improvements The treatment facility will be updated to a new treatment process that allows for the removal of Nitrogen and Phosphorus to meet new USEPA and IDNR regulations added to Cedar Falls NPDES permit.							
Operations and Maintenance Impact on Budget: Current: Sewer Rental Bonds will need to be sold and sewer rates will be impacted.							
Long-Term: This will have an impact on the Operating Budget by increasing sewer rental fees to cover the cost of bond repayment.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	200,000	400,000	5,000,000	5,000,000			10,600,000
Analytical Testing	60,000						60,000
Utility Relocation							-
Construction				25,000,000	35,000,000	55,000,000	115,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	260,000	400,000	5,000,000	30,000,000	35,000,000	55,000,000	125,660,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Revenue Bonds			1,750,000	30,000,000	35,000,000	55,000,000	121,750,000
American Rescue Plan Act	200,000	400,000	3,250,000				3,850,000
SRF	60,000						60,000
							-
Total Source	260,000	400,000	5,000,000	30,000,000	35,000,000	55,000,000	125,660,000
Funding Source:		Project Schedule		Start		Finish	
SRB	121,750,000	Design		FY24		FY27	
ARPA	3,850,000	Land/Right of Way					
SRF	60,000	Utility Relocation					
		Construction		FY27		FY30	
		Other:					
Total	\$125,660,000	Total Project		FY24		FY30	

City of Cedar Falls Capital Improvement Program		CIP Number: 197
Department: Public Works	Division: Water Reclamation	

Project Description:
Oak Park Sewer Replacement Project
 This line runs through private property along property bordering 929 & 941 Oak Park Boulevard with an elevated portion through a wooded ravine. The elevated portion collapsed in December of 2018 and a temporary repair was made. A permanent repair will need to be made as soon as possible to avoid overflows or basement back-ups.



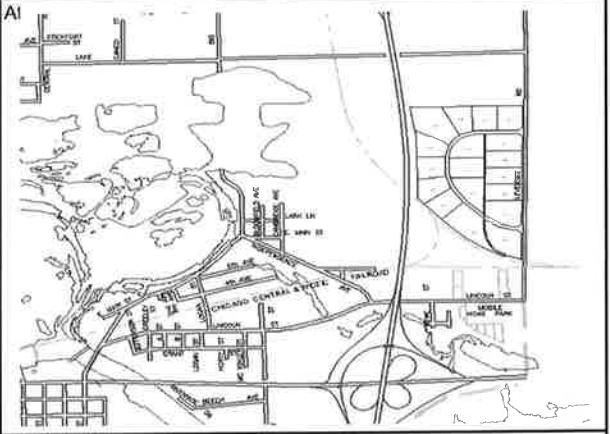
Operations and Maintenance Impact on Budget:
Current:
 This project will have added impact on SRF funds.
Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	900,000						900,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	900,000	-	-	-	-	-	900,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Revenue Bond	900,000						900,000
SRF							-
							-
							-
Total Source	900,000	-	-	-	-	-	900,000
Funding Source:	Project Schedule		Start		Finish		
SRB	900,000	Design	FY24		FY24		
		Land/Right of Way					
		Utility Relocation					
		Construction	Fy24		FY24		
		Other:					
Total	\$900,000	Total Project		Fy24		FY24	

City of Cedar Falls Capital Improvement Program CIP Number 198

Department: Public Works Division: Water Reclamation

Project Description:
Sanitary Sewer Infiltration & Inflow Reduction Project
 This project is aimed at reducing extraneous flows to the Water Reclamation Facility during wet weather, in response to pressure from EPA and DNR. A consultant has worked with the City on efforts to remove this water and will continue to study options for improvements.



Operations and Maintenance Impact on Budget:
 Current:
 Sewer rates may have to be adjusted to cover the cost of this project.
 Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Design							-	
Land/Right of Way							-	
Utility Relocation							-	
Construction							-	
Landscaping							-	
Equipment & Furnish							-	
Other	50,000	50,000	50,000	50,000	50,000	50,000	300,000	
Total Costs	50,000	50,000	50,000	50,000	50,000	50,000	300,000	
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Gen. Obligation Bond							-	
Federal/State Funding							-	
Local Sales Tax							-	
Capital Projects							-	
Sewer Rental Fund	50,000	50,000	50,000	50,000	50,000	50,000	300,000	
							-	
							-	
							-	
							-	
Total Source	50,000	50,000	50,000	50,000	50,000	50,000	300,000	
Funding Source: SRF	300,000	Project Schedule		Start		Finish		
		Design						
		Land/Right of Way						
		Utility Relocation						
		Construction						
		Other:				Annual		Annual
Total	\$300,000	Total Project		Annual		Annual		

City of Cedar Falls Capital Improvement Program		CIP Number: 199
Department: Public Works	Division: Water Reclamation	Project Number: 06.2417

Project Description:
Sanitary Sewer Rehabilitation
 An ongoing process of repair and rehabilitation of the existing sanitary sewer collection system. CIPP lining is a very cost effective method of repairing sewer mains while reducing infiltration of clean water into the system. Spot repairs are necessary when sanitary sewer mains are found to be in severe disrepair and need to be fixed on an emergency basis.



Operations and Maintenance Impact on Budget:
Current:
 This has been an ongoing program and does have a significant impact on the current budget.
Long-Term:
 This program helps improve the sanitary sewer system and protect the integrity of the system.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
CIPP Lining	275,000	275,000	275,000	275,000	275,000	275,000	1,650,000
Spot Repairs	25,000	25,000	25,000	25,000	25,000	25,000	150,000
							-
							-
							-
							-
							-
Total Costs	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Rental Fund	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
CDBG							-
							-
							-
Total Source	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000
Funding Source: SRF	1,800,000	Project Schedule		Start		Finish	
		Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Annual		Annual	
Total	\$1,800,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program		CIP Number: 200
Department: Public Works	Division: Water Reclamation	Project Number:

Project Description:
Sartori Trust Farm Improvements
 This farm is used extensively for our biosolids land application program and generates revenue for the Health Trust Fund. Improvements are needed periodically either to satisfy USDA requirements, or to solve problems the tenant or city may be having, or enhance productivity of the soil.



Operations and Maintenance Impact on Budget:
 Current:
 Minimal impact on Sewer Rental Fund.
 Long-Term:
 Maintaining the property to meet USDA farm program requirements will insure our eligibility to participate in these beneficial programs.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping				20,000			20,000
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	20,000	-	-	20,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Rental Funds							-
Health Trust				20,000			20,000
							-
							-
							-
Total Source	-	-	-	20,000	-	-	20,000

Funding Source: HT 20,000 Total	Project Schedule		Start	Finish
	Design			
	Land/Right of Way			
	Utility Relocation			
	Construction			
	Other:		FY27	FY27
	Total Project		FY27	FY27

City of Cedar Falls Capital Improvement Program

CIP Number: 201

Department:
Public Works

Division:
Water Reclamation

Project Number:

Project Description:
Sewershed Studies

These studies are necessary to assess current infrastructure as well as plan for future needs as our community continues to expand. An outside engineering firm will be utilized to look at both capacity and condition of current infrastructure and assist in planning for future growth. These studies can be conducted in both residential and industrial areas.



Operations and Maintenance Impact on Budget:
Current:
This should be completed over three years and will have an impact on the current budget.

Long-Term:
This process will help the expansion of the sewer system proceed in a planned manner to help eliminate replacing undersized lines in the future. Some of the costs will be absorbed by developers as areas are expanded into.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design			80,000	80,000	80,000		240,000
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	80,000	80,000	80,000	-	240,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - S Industrial Park							-
Sanitary Sewer Rental Fu			80,000	80,000	80,000		240,000
							-
Total Source	-	-	80,000	80,000	80,000	-	240,000

Funding Source:	Project Schedule	Start	Finish
SRF 240,000	Design	FY26	FY28
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:		
Total	Total Project	FY26	FY28

City of Cedar Falls Capital Improvement Program

CIP Number: 202

Department:
Public Works

Division:
Water Reclamation

Project Number:


Project Description:
TV Van Upgrades

The current TV Van was purchased new in 2008. It is a critical piece of equipment that allows us to inspect and diagnose issues in the sanitary sewer collection system. This item is for the purchase and installation of TV equipment into a vehicle which will be purchased through the vehicle replacement plan.



Operations and Maintenance Impact on Budget:
Current:
This will impact the Sewer Fund operating budget.
Long-Term:
none

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish			250,000				250,000
Other							-
Total Costs	-	-	250,000	-	-	-	250,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
SRF			250,000				250,000
							-
							-
Total Source	-	-	250,000	-	-	-	250,000
Funding Source:				Project Schedule		Start	Finish
SRF	250,000						
Total	\$250,000						
				Total Project		FY26	FY26

City of Cedar Falls Capital Improvement Program		CIP Number: 203
Department: Public Works	Division: Water Reclamation	Project Number:
Project Description: UV Disinfection Bulb Replacement The bulbs used in the disinfection process have a lifespan of 12000 hours, or roughly four disinfection years. New bulbs were last installed in the Fall of 2023. They will need to be replaced to maintain permit requirements.		

Operations and Maintenance Impact on Budget:
 Current:
 Sewer rates have been adjusted to allow for this and other upgrades.

Long-Term:
 This is a recurring cost.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish					80,000		80,000
Other							-
Total Costs	-	-	-	-	80,000	-	80,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sanitary Sewer Rental Fu					80,000		80,000
							-
							-
							-
Total Source	-	-	-	-	80,000	-	80,000
Funding Source:			Project Schedule		Start	Finish	
SRF	80,000		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:		FY28	FY28	
Total	\$80,000		Total Project		FY28	FY28	

City of Cedar Falls Capital Improvement Program		CIP Number: 204
Department: Public Safety Services	Division: Fire Operations	Project Number:

Project Description:
AED
 AED units are used in medical emergencies involving cardiac arrest. These units typically have a 10 year life span, although from time to time may need to be replaced sooner due to upgrades or other requirements. Batteries and pads need to be replaced often due to expiration dates. The Fire Department is responsible for the AED program through out the City. There are 25 AEDs in the city.



Operations and Maintenance Impact on Budget:
 Current:
 There are some maintenance costs that will effect the fire operations budget.
 Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish			15,000			25,000	40,000
Other							-
Total Costs	-	-	15,000	-	-	25,000	40,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue			15,000			25,000	40,000
							-
							-
							-
							-
Total Source	-	-	15,000	-	-	25,000	40,000

Funding Source:		Project Schedule		Start	Finish
GR	\$40,000	Design			
		Land/Right of Way			
		Utility Relocation			
		Construction			
		Other:		FY23	FY29
Total	\$40,000	Total Project	FY23	FY29	

City of Cedar Falls Capital Improvement Program		CIP Number: 205
Department: Public Safety Services	Division: Fire Operations	Project Number: 04.2369

Project Description:
Bunker Gear, Replacement of PASS Devices and Volunteer Equipment

Personal protective equipment (PPE), including fire gear need to be replaced as they wear and breakdown. The life span of the fire gear is up to 10 years. The bunker gear is replaced as it wears or is damaged. The average bunker gear cost is \$3899. The estimates below are based on replacing older gear and damaged gear according our schedule. These estimates have been updated with the increased number of certified fire responders within Public Safety.



Operations and Maintenance Impact on Budget:
Current:
 Purchase of integrated PASS devices or Bunker gear from operating budget would have a major effect on the Operating Budget, however items purchased with bond funds meet the longevity of equipment requirement.
Long-Term:
 There is the usual costs of cleaning and maintaining the gear, which is already built into the annual budget.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	63,000	45,000	45,000	45,000	45,000	45,000	288,000
Other							-
Total Costs	63,000	45,000	45,000	45,000	45,000	45,000	288,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond	63,000	45,000	45,000	45,000	45,000	45,000	288,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue							-
							-
							-
							-
Total Source	63,000	45,000	45,000	45,000	45,000	45,000	288,000

Funding Source:		Project Schedule	
		Start	Finish
GO Bond	288,000	Design	
GR	-	Land/Right of Way	
		Utility Relocation	
		Construction	
		Other:	FY23 - FY29
Total	\$288,000	Total Project	FY23 - FY29

City of Cedar Falls Capital Improvement Program		CIP Number: 206
Department: Public Safety Services	Division: Fire Operations	Project Number:

Project Description:
Fire Hose

A replacement program for Fire Hose has been developed. This comprehensive replacement program will help insure safety of fire personnel and our operation efficiency. About one dozen lengths fail testing each year. On going replacement is vital to operations. These funds include updating of nozzles and other connections. Updated planning includes the replacement of 5 inch large diameter hose used to supply water to trucks from fire hydrants.



Operations and Maintenance Impact on Budget:
Current:
Maintaining fire hose is already included in the normal operating budget. However, replacement is not in the operating budget.
Long-Term:
Life expectancy of fire hose is 20 years.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		6,000	12,000	6,000	12,000	7,000	43,000
Other							-
Total Costs	-	6,000	12,000	6,000	12,000	7,000	43,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue		6,000	12,000	6,000	12,000	7,000	43,000
Donations							-
							-
							-
Total Source	-	6,000	12,000	6,000	12,000	7,000	43,000

Funding Source: GR	43,000	Project Schedule	Start	Finish
		Design		
		Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	FY23	FY29
Total	\$43,000	Total Project	FY23	FY29

City of Cedar Falls Capital Improvement Program		CIP Number: 207
Department: Public Safety Services	Division: Fire Operations	Project Number:

Project Description:
Hazardous Materials Upgrade
 In order to continue the ability to provide Hazardous Materials Response for the City for all incidents below Level "A". As a continued effort to maintain and upgrade some of our equipment and supplies. It is also important to keep up with training of current and new personnel. A portion of these funds maybe used to modify the Haz/Mat trailer to serve as a special operations trailer which will facilitate haz/mat, technical rescue and incident command operations. This trailer will also be available for other city departments and mutual aid partners to utilize.



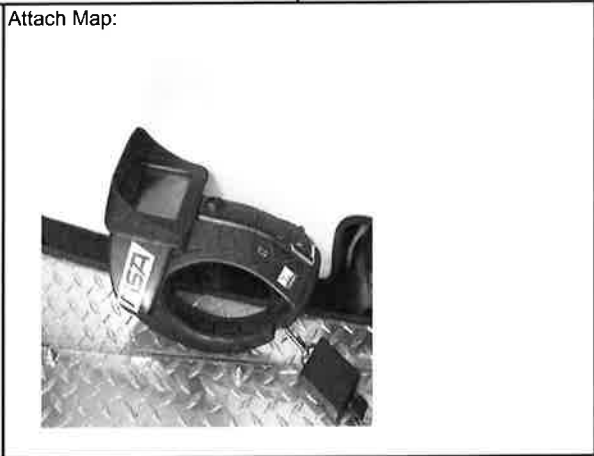
Operations and Maintenance Impact on Budget:
Current:
 Typically Hazardous Materials equipment and supply purchases are long term efforts. Supplies used during an incident are charged to the responsible party and replaced thereafter. However much of the equipment has expiration
Long-Term:
 The life expectancy of the equipment is 7 years and 15 years for the trailer modifications

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		8,000				10,000	18,000
Other							-
Total Costs	-	8,000	-	-	-	10,000	18,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue		8,000				10,000	18,000
							-
							-
							-
							-
Total Source	-	8,000	-	-	-	10,000	18,000
Funding Source:			Project Schedule		Start	Finish	
GO Bond	-		Design				
GR	18,000		Land/Right of Way				
			Utility Relocation				
			Construction				
			Other:	FY 23		FY29	
Total	\$18,000		Total Project	FY 23		FY29	

City of Cedar Falls Capital Improvement Program CIP Number: 208

Department: Public Safety Services Division: Fire Operations Project Number:

Project Description:
 Replacement of Thermal Imaging Units.
 Thermal Imaging cameras are used by firefighters in order to assist in "seeing" through smoke and into walls. The cameras are a very valuable firefighting and rescue tools. These tools have been proven to save several hundred thousand of dollars of property by finding hidden fires in walls and ceilings. The thermal imaging cameras are used on every incident that deals with smoke, heat and/or fire.



Operations and Maintenance Impact on Budget:
 Current:
 This will replace two of the thermal imaging units each year. This should allow a smaller impact on the budget with giving longer use of the units. The primary ongoing cost is simple maintenance and batteries
 Long-Term:
 Replacement cycle should be considered every ten years.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	18,760	10,000				12,000	40,760
Other							-
Total Costs	18,760	10,000	-	-	-	12,000	40,760
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue	18,760	10,000				12,000	40,760
							-
Total Source	18,760	10,000	-	-	-	12,000	40,760

Funding Source:	Project Schedule	Start	Finish
GR	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:	FY24	FY29
	Total	Total Project	FY24

City of Cedar Falls Capital Improvement Program

CIP Number: 209

Department:
Public Safety Services

Division:
Fire Operations

Project Number:

Project Description:
SCBA Replacement

The City purchased the current Self Contained Breathing Apparatus which includes the backpack, air tanks and face masks in 2012 placing the age of these units at 12 years. The life expectancy of these units is 15 years. Replacement costs of the units is \$7,381 per SCBA unit. CF Fire would need 40 back packs, 100 tanks and 84 face masks. Each firefighter is issued a mask that is specific to them and spares are carried on each fire truck. Back packs and tanks are shared. Newer units will not be compatible with the older units we currently own.



Operations and Maintenance Impact on Budget:
Current:
Minimal cost to maintain this equipment. The normal operating budget can afford maintenance costs.

Long-Term:
Long-term costs are handled within the normal budget with the exception of the replacement of the equipment.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish				392,040			392,040
Other							-
Total Costs	-	-	-	392,040	-	-	392,040
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond				98,010			98,010
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Assist to FF Grant				294,030			294,030
							-
							-
Total Source	-	-	-	392,040	-	-	392,040

Funding Source:		Project Schedule	Start	Finish
GO	98,010	Design		
FF	294,030	Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	FY27	FY27
Total	\$392,040	Total Project	FY27	FY27

City of Cedar Falls Capital Improvement Program		CIP Number: 210
Department: Public Safety Services	Division: Fire Operations	Project Number:

Project Description:
Technical Rescue Equipment and SCBA

With the ever expanding role the fire department will facilitate in the future, the replacement and additional Technical Rescue Equipment used in Confined Space, Trench Rescue and Structural Collapse is needed. Included would be: Extrication Tools; Supplied Air Respirators; Rescue Struts; Ventilation Systems; Winch; Ropes; and Full Body Harness. Life safety ropes have a 10 year life span and planning for replacement is included here. This would include replacement and updates of vehicle rescue equipment as well. This also includes the cost of SCBA purchases.



Operations and Maintenance Impact on Budget:
Current:
 Primary impact on budget is ongoing maintenance of equipment. Estimated life of the equipment would be 10 years.

Long-Term:
 Many components of technical rescue equipment have a shelf life which requires replacement. Allocations will be needed in varying intervals for a variety of the equipment.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	10,000	7,000	7,000	10,000	7,000	8,000	49,000
Other							-
Total Costs	10,000	7,000	7,000	10,000	7,000	8,000	49,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond	10,000	7,000	7,000	10,000	7,000	8,000	49,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
							-
							-
							-
							-
Total Source	10,000	7,000	7,000	10,000	7,000	8,000	49,000
Funding Source:		Project Schedule		Start		Finish	
GO	49,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY 23		FY29	
Total	\$49,000	Total Project		FY 23		FY29	

City of Cedar Falls Capital Improvement Program		CIP Number: 211
Department: Public Safety Services	Division: Police	Project Number: 05.2370

Project Description:
Ballistic Vest Replacement
 Scheduled replacement of Bullet Resistant Vests. Police officers are required to wear ballistics vests during patrol functions. The vests have a lifespan of 5 years. These purchases are for the replacement of expired vests and purchases for new hires.



Current:
 There will be no effect on the General Fund Operating Budget since these vests are being purchased with grant funds and forfeiture funds.
Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	14,000	14,000	14,000	18,000	25,000	18,000	103,000
Other							-
Total Costs	14,000	14,000	14,000	18,000	25,000	18,000	103,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding	7,000	7,000	14,000	18,000	18,000	18,000	82,000
Local Sales Tax							-
Capital Projects							-
Police Forfeiture	7,000	7,000			7,000		21,000
Police Block Grant							-
Donations							-
							-
Total Source	14,000	14,000	14,000	18,000	25,000	18,000	103,000
Funding Source:		Project Schedule		Start		Finish	
F/S	82,000	Design					
PF	21,000	Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Annual		Annual	
Total	\$103,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program		CIP Number: 212
Department: Public Safety Services	Division: Police	Project Number:

Project Description:
Equipment Reserve

For the purchase of various police equipment for police officers and reserve officers. The department supplements policing efforts with the use of reserve officers. This fund helps to equip officers with needed equipment.



Operations and Maintenance Impact on Budget:
Current:
By maintaining a reserve of police equipment, fluctuations in the operating budget will not occur when equipment needs to be purchased.

Long-Term:
Any repairs associated with this equipment after any warranty expires would come out of the general operating budget.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	11,000	11,000	13,000	13,000	15,000	15,000	78,000
Other							-
Total Costs	11,000	11,000	13,000	13,000	15,000	15,000	78,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue	11,000	11,000	13,000	13,000	15,000	15,000	78,000
							-
							-
							-
							-
Total Source	11,000	11,000	13,000	13,000	15,000	15,000	78,000
Funding Source:		Project Schedule		Start		Finish	
GR	78,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Annual		Annual	
Total	\$78,000	Total Project		Annual		Annual	

City of Cedar Falls Capital Improvement Program		CIP Number: 213
Department: Public Safety Services	Division: Police	Project Number:

Project Description:

Forensic Cellphone & Tablet Equipment

The Public Safety Department currently owns a Cellbrite Forensic Kit that is used to examine cellphones and tablets as needed for criminal investigation. The unit is used weekly to examine phones. As with most technology these units need upgraded or replaced regularly in order to analyze the newer lines of phones that come out annually. This unit needs expensive upgrades annually or replaced completely every few years.



Operations and Maintenance Impact on Current:

Long-Term:
Annual repair and maintenance will impact the operating budgets after any warranties expire.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	5,000		10,000		10,000		25,000
Other	-		-		-		-
Total Costs	5,000	-	10,000	-	10,000	-	25,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond	-		-		-		-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
General Revenue	5,000		10,000		10,000		25,000
							-
							-
							-
							-
Total Source	5,000	-	10,000	-	10,000	-	25,000
Funding Source:		Project Schedule		Start		Finish	
GR	25,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY22		FY28	
Total	\$25,000	Total Project		FY22		FY28	

City of Cedar Falls Capital Improvement Program		CIP Number: 214
Department: Public Safety Services	Division: Police	Project Number:

Project Description:
In Car Camera/Body Camera's

The Police Department has in-car camera systems in each of the 12 patrol vehicles. Each police officer has a body camera. The camera systems record audio and video of all police activity. The car cameras and body cameras do link together providing side by side synched viewing. The current cameras are expected to reach the end of their life expectancy in 2023. The in-car camera system and body cameras are expected by courts and the public in this modern day of policing and technology.



Operations and Maintenance Impact on Budget:
Current:
This will have a major impact on the General Fund operating budget each year.

Long-Term:
Any repairs associated with this equipment after any warranty expires would come out of the general operating budget.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	140,000	140,000	140,000	140,000	140,000	140,000	840,000
Other							-
Total Costs	140,000	140,000	140,000	140,000	140,000	140,000	840,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue	140,000	140,000	140,000	140,000	140,000	140,000	840,000
							-
							-
Total Source	140,000	140,000	140,000	140,000	140,000	140,000	840,000

Funding Source:	Project Schedule	Start	Finish
GR GO	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:	FY24	FY24
	Total	Total Project	FY24

City of Cedar Falls Capital Improvement Program		CIP Number: 215
Department: Public Safety Services	Division: Police	Project Number:

Project Description:
Lab and Investigative Equipment


The Police Department processes many crime scenes each year. This requires a wide variety of equipment, including static print lifter, camera equipment, fumer, laser fingerprint light and other equipment. Equipment is replaced as needed or added if a need arises. Technology frequently changes and new tools are created that can be of aid during investigations.



Operations and Maintenance Impact on Budget:
 Current:

Long-Term:
 Any repairs associated with this equipment after any warranty expires would come out of the general operating budget.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		12,000		13,000		15,000	40,000
Other							-
Total Costs	-	12,000	-	13,000	-	15,000	40,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
General Revenue		12,000		13,000		15,000	40,000
							-
							-
							-
							-
							-
Total Source	-	12,000	-	13,000	-	15,000	40,000
Funding Source:	Project Schedule		Start		Finish		
GR	40,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY23		FY29	
Total	\$40,000	Total Project		FY23		FY29	

City of Cedar Falls Capital Improvement Program		CIP Number: 216
Department: Public Safety	Division: Police	Project Number:
Project Description: Radar The Public Safety Department has one radar installed in each patrol vehicle for speed violation detection. The radar units have a life span of less than 10 years. Each unit cost is approximately \$4,000. The Department also has handheld speed detection radar units which cost approx. \$4,000. The Department routinely replaces radar units as they age and do not pass certification.		Attach Man: 

Operations and Maintenance Impact on Budget:
Current:
 There is a minimal cost to to maintain this equipment and normal operating budget can afford these costs.

Long-Term:
 There is a minimal cost to to maintain this equipment and normal operating budget can afford these costs.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	12,000	12,000	12,000	8,000	8,000	12,000	64,000
Other							-
Total Costs	12,000	12,000	12,000	8,000	8,000	12,000	64,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue	12,000	12,000	12,000	8,000	8,000	12,000	64,000
							-
							-
Total Source	12,000	12,000	12,000	8,000	8,000	12,000	64,000
Funding Source:		Project Schedule		Start		Finish	
GR	64,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		FY23		FY29	
Total	\$64,000	Total Project		FY23		FY29	

City of Cedar Falls Capital Improvement Program		CIP Number: 217
Department: Public Safety Services	Division: Police	Project Number:

Project Description:
Firearms, TASERS, Less-Lethal systems

The Police Division has an inventory of handguns, rifles, shotguns, TASERS and less-lethal weapons systems that need replaced on a 5 to 10 year basis. The weapons are a necessary piece of equipment for the safety of the public and the police officers. The replacement of the weapons are based upon their useful life and maintenance costs. Current Inventory: (98) pistols, (17) rifles, (14) shotguns, (22) TASERS, (4) less-lethal systems



Operations and Maintenance Impact on Budget:
Current:
Minimal cost to maintain this equipment. Normal operating budget can afford these costs.

Long-Term:
Long-term costs are handled with the annual budget with the exception of the replacement of the equipment.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Design							-	
Land/Right of Way							-	
Utility Relocation							-	
Construction							-	
Landscaping							-	
Equipment & Furnish	10,000	75,000	10,000	10,000	10,000	10,000	125,000	
Other							-	
Total Costs	10,000	75,000	10,000	10,000	10,000	10,000	125,000	
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total	
Gen. Obligation Bond		75,000					75,000	
Federal/State Funding							-	
Local Sales Tax							-	
Capital Projects							-	
Cedar Falls Utilities							-	
TIF - Downtown							-	
General Revenue	10,000		10,000	10,000	10,000	10,000	50,000	
							-	
							-	
Total Source	10,000	75,000	10,000	10,000	10,000	10,000	125,000	
Funding Source: GO GR Total	75,000 50,000 \$125,000	Project Schedule		Start		Finish		
		Design						
		Land/Right of Way						
		Utility Relocation						
		Construction						
		Other:				Annual		Annual
Total Project				Annual		Annual		

**FY24 - FY29 CAPITAL IMPROVEMENTS PROGRAM SUMMARY
CITY OF CEDAR FALLS
LIST OF UNMET NEEDS**

#	PROJECT	DEPT/ DIV	REQUESTED AMOUNT
A	Pinnacle Prairie Additional Street Infrastructure	ADM/ED	12,857,050
B	Parking Lot: Downtown Parking Structure	FBO/PARKING	20,400,000
C	New Proshop at Pheasant Ridge	CD/INSPECT	1,500,000
D	Recreation & Fitness Center Expansion & Land Acquisition	CD/INSPECT	6,000,000
E	Cedar River Safety & Recreational River Improvements - Phase II	CD/PLAN	17,750,000
F	Parkland Development	CD/PLAN	280,000
G	Parkland Purchase	CD/PLAN	300,000
H	Birdsall Fencing	CD/REC	200,000
I	Birdsall Park Renovations - Phase 2	CD/REC	400,000
J	Falls-Shelters	CD/REC	20,000
K	Hearst Center Lower Restrooms Refurbish	CD/CULT	50,000
L	Hearst Center - Replace Tile Flooring on Lower Level	CD/CULT	13,500
M	Hearst Center - Upper Restrooms Remodel	CD/CULT	50,000
N	Hearst Center - Parking Lot	CD/CULT	100,000
O	Hearst Center - Elevator Remodel	CD/CULT	350,000
P	Hearst Center - Track Lighting System	CD/CULT	65,000
Q	Hearst Center - Roof Overlay Replacement	CD/CULT	100,000
R	Hearst Center - Security System Replacement	CD/CULT	55,000
S	Bridges/Culverts: West 12th Street Culvert (Near Union Rd.)	PW/ENG	275,000
T	Industrial & City Development: Capital Way Street Extension	PW/ENG	88,000
U	Industrial & City Development: Waterway Avenue Extension	PW/ENG	255,000
V	Sidewalks/Trails: Cedar Heights Drive Shoulder Improvements	PW/ENG	350,000
W	Sidewalks/Trails: Center Street Paved Shoulder & Sidewalk	PW/ENG	770,000
X	Sidewalks/Trails: E. Viking Rd. Trail Infill from Goldenrod to Cedar Heights	PW/ENG	600,000
Y	Sidewalks/Trails: Hudson Road Prairie Lakes	PW/ENG	560,000
Z	Sidewalks/Trails: Hwy 58 Recreation Trail to UNI Campus	PW/ENG	1,000,000
AA	Sidewalks/Trails: Main Street Infill from Seerley to University	PW/ENG	183,000
BB	Sidewalks/Trails: State Street Infill	PW/ENG	12,000
CC	Sidewalks/Trails: Valley High Drive Sidewalk Infill	PW/ENG	15,000
DD	Sidewalks/Trails: Veralta Infill	PW/ENG	45,000
EE	Sidewalks/Trails: W. Viking Road Trail Infill	PW/ENG	170,000
FF	Sidewalks/Trails: W. 8th Street Sidewalk Infill	PW/ENG	60,000
GG	Sidewalks/Trails: W. 12th St. Sidewalk Infill Hudson to Division	PW/ENG	520,000
HH	Storm Water: Greenhill Rd. & Coneflower Pkwy Basin Restoration	PW/ENG	575,000
II	Storm Water: Huntington Rd. Extension over Green Creek	PW/ENG	500,000

JJ	Storm Water: Prairie Planting Stabilization	PW/ENG	300,000
KK	Storm Water: Streambank Stabilization (Bergstrom Branch)	PW/ENG	660,000
LL	Storm Water: W. 18th St. Extension over Dry Run Creek	PW/ENG	500,000
MM	Streets: Ashworth Drive Extension West of Arbors Drive	PW/ENG	275,000
NN	Streets: Barnett Drive Extension	PW/ENG	2,050,000
OO	Streets: Greenhill Road Corridor Lighting	PW/ENG	198,000
PP	Streets: Greenhill Road Intersection Improvements	PW/ENG	2,780,000
QQ	Streets: Union Road Phase I - From 27th to University	PW/ENG	7,600,000
RR	Streets: Union Road Phase II - From 27th to 12th St.	PW/ENG	2,715,000
SS	Cedar City Campground	PW/PARK	2,310,000
TT	Dog Park - Northern Cedar Falls	PW/PARK	65,000
UU	Eco-Loop Trail	PW/PARK	5,000,000
VV	Outdoor Winter Recreation Ice Rink with Refrigeration	PW/PARK	450,000
WW	Paw Park Expansion	PW/PARK	210,000
XX	Traffic Signal Fiber Connectivity	PW/TO	690,000
YY	Trunkline and Forcemain Replacement and Lining	PW/WTR	1,000,000
ZZ	Ulrich Park Lift Station	PW/WTR	2,000,000
AAA	Physical Fitness Equipment	PSS/FIRE	22,500
	TOTAL		\$ 95,294,050

City of Cedar Falls Capital Improvement Program		CIP Number: A
Department: Administration	Division: Economic Development	Project Number:

Project Description:
Pinnacle Prairie Infrastructure (Private Request)
 This project would include the extension of Oster Parkway, Prairie View Road, and Rownd Street within the Pinnacle Prairie development. These new roads would create additional areas of commercial, office and residential development.



Operations and Maintenance Impact on Budget:
Current:
 Expenses for this project would initially be paid for by the developer and then would be reimbursed back to the developer by the City. The costs would be certified as TIF debt within the Pinnacle Prairie Urban Renewal Area.
Long-Term:
 Growth within the Pinnacle Prairie Urban Renewal Area will increase property tax revenues and job opportunities.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design	1,200,645						1,200,645
Land/Right of Way							-
Utility Relocation	758,060						758,060
Construction	8,682,326						8,682,326
Landscaping							-
Equipment & Furnish							-
Other	2,216,019						2,216,019
Total Costs	12,857,050	-	-	-	-	-	12,857,050
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Pinnacle Prairie	12,857,050						12,857,050
							-
							-
							-
Total Source	12,857,050	-	-	-	-	-	12,857,050
Funding Source:		Project Schedule		Start		Finish	
TIF - PP	12,857,050	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	\$12,857,050	Total Project					

City of Cedar Falls Capital Improvement Program		CIP Number: B
Department: Finance & Business Operations	Division: Parking	Project Number:

Project Description:
Downtown Parking Structure
 Land acquisition, design and construction of Downtown parking structure.



Operations and Maintenance Impact on Budget:
 Current:
 This will be certified in the Downtown TIF district and TIF revenues will be used to repay the expense.

Long-Term:
 This ramp will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design		1,800,000					1,800,000
Land/Right of Way		2,500,000					2,500,000
Utility Relocation							-
Construction			16,000,000				16,000,000
Landscaping							-
Equipment & Furnish			100,000				100,000
Other							-
Total Costs	-	4,300,000	16,100,000	-	-	-	20,400,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown		4,300,000	16,100,000				20,400,000
							-
							-
							-
Total Source	-	4,300,000	16,100,000	-	-	-	20,400,000

Funding Source:	Amount	Project Schedule	Start	Finish
Downtown TIF	20,400,000	Design	FY25	FY26
		Land/Right of Way	FY25	
		Utility Relocation		
		Construction	FY25	FY26
		Other:		
Total	\$20,400,000	Total Project		

City of Cedar Falls Capital Improvement Program

CIP Number:

Department:

Community Development

Division:

Inspection Services

Project Number:

Project Description:

New Proshop at Pheasant Ridge

In the last few years numerous maintenance issues have been addressed at the existing proshop. As the facility continues to age, issues are likely to expand. It is more cost effective to replace the existing building with a new building. Initially, locating it closer to 12th Street would reduce infrastructure extensions into the site and increase it's visibility. The building would be similar to the existing building in square footage with spaces for exterior gathering, a small indoor gathering space, toilets, locker rooms, concessions, and sales.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:


The Golf Improvement Fund will be used for the new building.

Long-Term:

None.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design		50,000	50,000	50,000			150,000
Land/Right of Way							-
Utility Relocation							-
Construction			150,000	1,000,000			1,150,000
Landscaping							-
Equipment & Furnish				200,000			200,000
Other							-
Total Costs	-	50,000	200,000	1,250,000	-	-	1,500,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
GIF		50,000	200,000	1,250,000			1,500,000
							-
Total Source	-	50,000	200,000	1,250,000	-	-	1,500,000
Funding Source:							
GIF	1,500,000						
Total	1,500,000						

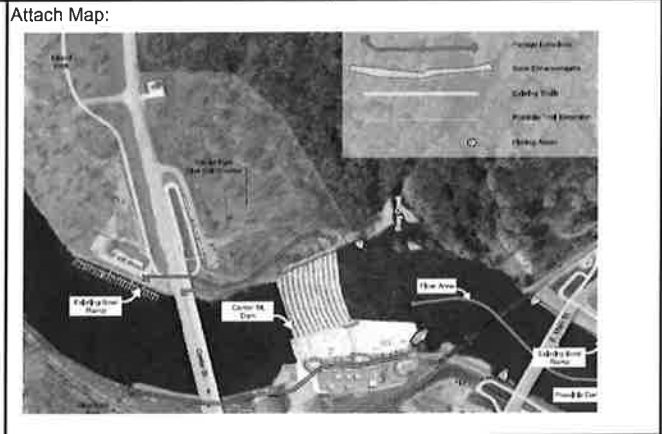
Project Schedule	Start	Finish
Design	FY2025	FY2027
Land/Right of Way		
Utility Relocation		
Construction	FY2026	FY2027
Other:		
Total Project		

City of Cedar Falls Capital Improvement Program						CIP Number:	D
Department: Community Development			Division: Inspections			Project Number:	
Project Description: Recreation & Fitness Center Expansion & Land Acquisition The project will add an estimated 7,600 square feet. This addition will allow the City to offer a wider selection of programs and at more times. Fees generated from the increase in membership sales & program fees are anticipated to cover any increase in costs. Plus, this expansion allows classes to be larger, generating additional revenue with no additional staff cost. This addition will allow more flexibility in programming the different areas. The land has already been acquired. This project is pending based on the usage study results.					Attach Map: 		
Operations and Maintenance Impact on Budget:							
Current: A portion of this project will be funded through general obligation bonds so it will have a small effect on property taxes.							
Long-Term: Additional space will mean more maintenance and utility costs.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design					500,000		500,000
Land/Right of Way				250,000			250,000
Utility Relocation							-
Construction						4,500,000	4,500,000
Landscaping							-
Equipment & Furnish						750,000	750,000
Other							-
Total Costs	-	-	-	250,000	500,000	5,250,000	6,000,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Rec CIP				250,000	165,000	1,000,000	1,415,000
Private					335,000	1,165,000	1,500,000
Black Hawk Cnty Gaming						300,000	300,000
Block Grant						500,000	500,000
GFS						2,285,000	2,285,000
Total Source	-	-	-	250,000	500,000	5,250,000	6,000,000
Funding Source:	Project Schedule			Start		Finish	
GO	0	Design			FY27		FY28
PRIV	1,500,000	Land/Right of Way					
RCCIP	1,415,000	Utility Relocation					
CP	0	Construction			FY28		FY29
GFS	2,285,000	Other:					
CDBG	500,000						
BHCG	300,000						
Total	\$6,000,000	Total Project			FY27		FY29

City of Cedar Falls Capital Improvement Program		CIP Number: _____
Department: Community Development	Division: Planning & Community Services	Project Number: _____

Project Description:
Cedar River Safety and Recreational Improvements Phase II

This project will require several phases. First, a study of the river hydraulics/models to determine feasibility to construct a new recreational feature to replace the existing dam at Center Street. Second, if it is feasible, then design & permitting work for the potential project. Third, construction of the project.



Operations and Maintenance Impact on Budget:
Current:
 The recreational features will impact the debt service levy.

Long-Term:
 The public improvements will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design				250,000	1,500,000		1,750,000
Land/Right of Way							-
Utility Relocation							-
Construction						16,000,000	16,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	250,000	1,500,000	16,000,000	17,750,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond				250,000	300,000	400,000	950,000
Federal/State Funding						10,000,000	10,000,000
Local Sales Tax							-
Capital Projects							-
Flood Reserve							-
Private					1,200,000	4,700,000	5,900,000
Black Hawk Cnty Gaming						900,000	900,000
							-
Total Source	-	-	-	250,000	1,500,000	16,000,000	17,750,000
Funding Source:	Project Schedule			Start		Finish	
GO Bond 950,000	Design			FY27		FY28	
F/S 10,000,000	Land/Right of Way						
PRIV 5,900,000	Utility Relocation						
BHCG 900,000	Construction			FY29		FY30	
	Other:						
Total	17,750,000	Total Project		FY27		FY30	

City of Cedar Falls Capital Improvement Program		CIP Number: F
Department: Community Development	Division: Planning & Community Services	Project Number:

Project Description:
Parkland Development - Lincoln & Independence Street
 Funding to develop a trail and parking area on the property located at the northwest corner of Lincoln and Independence Streets. In 2006, the city entered into a developmental procedures agreement with Craig Industries to allow sand extraction on the site. The agreement stated once the extraction process is complete, Craig Industries will remove all stockpiled material and grade the site. Craig Industries will then transfer the property to the City for recreation purposes. The developmental procedures agreement will expire in March 2027.



Operations and Maintenance Impact on Budget:
 Current:
 Funding would come from GO bonds and Hotel/Motel - Parks

Long-Term:
 Recreational venues enhance the livability and desirability of the city, providing places for activities for both residents and visitors, and encouraging investment from new employers, which will enhance property values and increase the tax base.

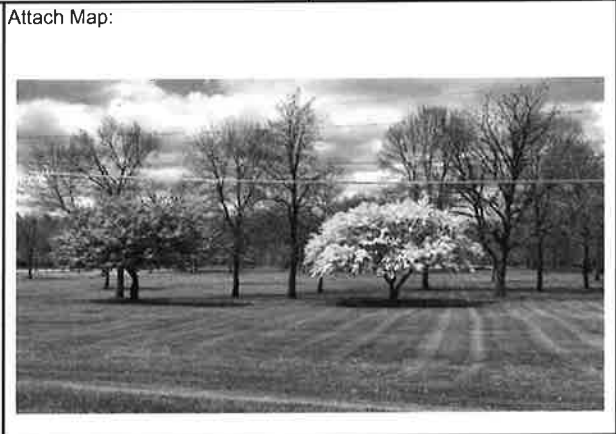
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design						20,000	20,000
Land/Right of Way							-
Utility Relocation							-
Construction						260,000	260,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	280,000	280,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond						230,000	230,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Hotel/Motel-Parks						50,000	50,000
							-
							-
Total Source	-	-	-	-	-	280,000	280,000

Funding Source:	Amount	Project Schedule	Start	Finish
GO	230,000	Design	FY29	FY29
H/M-PK	50,000	Land/Right of Way		
		Utility Relocation		
		Construction	FY29	FY30
		Other:		
Total	280,000	Total Project	FY29	FY30

City of Cedar Falls Capital Improvement Program CIP Number: G

Department: Community Development Division: Planning & Community Services Project Number:


Project Description:
Parkland Purchase
 Ongoing funding for purchase of land for new regional/community parks. Yearly amount would accumulate in an account to be used to fund land acquisition approximately every 3-5 years in appropriate locations to serve the needs of the larger community. This is not intended to substitute for land dedication from developers for smaller neighborhood open space or parks within new subdivisions at the time of platting.

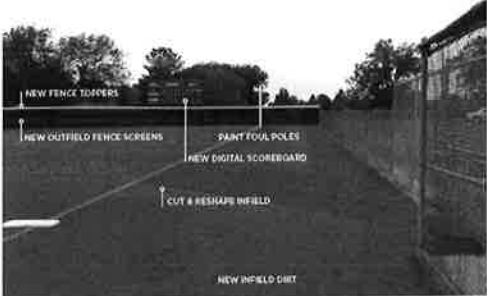


Operations and Maintenance Impact on Budget:
 Current:
 Funding would come from General Revenue
 Long-Term:
 Community parks enhance the livability and desirability of the city, making it an attractive place for residents and visitors, and for investment from new employers, which will enhance property values and increase the tax base.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Total Costs	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue							-
							-
							-
Total Source	50,000	50,000	50,000	50,000	50,000	50,000	300,000


Funding Source:	Project Schedule	Start	Finish
GR -	Design		
GO 300,000	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:	FY24	Ongoing
Total	Total Project	FY24	Ongoing

City of Cedar Falls Capital Improvement Program						CIP Number:	H
Department: Community Development		Division: Recreation & Community Programs				Project Number:	
Project Description: Birdsall Fencing To install a tall protective fence along West 12th Street where the softball complex is located. This is needed in an attempt to prevent trail users and vehicles traveling on 12th Street from being hit by balls during scheduled events on the fields and for drop in usage as well.					Attach Map: 		
Operations and Maintenance Impact on Budget:							
Current: None. Just a safety issue.							
Long-Term: Annual maintenance to keep fence functioning as intended.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction				200,000			200,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	200,000	-	-	200,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Player Fund				200,000			200,000
Capital Projects							-
Rec CIP							-
							-
							-
							-
Total Source	-	-	-	200,000	-	-	200,000
Funding Source:		Project Schedule		Start		Finish	
SBPF		200,000		Design			
				Land/Right of Way			
				Utility Relocation			
				Construction		FY27	
				Other:			
Total	200,000	Total Project		FY27		FY27	

City of Cedar Falls Capital Improvement Program		CIP Number: 1
Department: Community Development	Division: Recreation & Community Programs	Project Number:
Project Description: Birdsall Park Renovation-Phase 2 During the development of the Park Master Plan and design work for the renovation project, a more specific phasing plan will be developed, based on funding availability.		Attach Map 

Operations and Maintenance Impact on Budget:
Current:
Two ball field maintenance seasonal workers are hired each year for line chalking, dragging of the fields, and general maintenance. Public Works/Parks hires a seasonal mower to mow the fields and the complex.
Long-Term:
At completion, it is recommended three ball field maintenance seasonal workers are hired due to anticipated higher use of the fields.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish						400,000	400,000
Other							-
Total Costs	-	-	-	-	-	400,000	400,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
School Contribution							-
Fundraising							-
Hotel/Motel-Parks						400,000	400,000
Softball Players Fund							-
							-
Total Source	-	-	-	-	-	400,000	400,000
Funding Source:	Project Schedule		Start		Finish		
GO	-	Design					
SCHOOL	-	Land/Right of Way					
PRIV	-	Utility Relocation					
H/M-PK	400,000	Construction		FY29		FY29	
SPF	-	Other:					
Total	400,000	Total Project		FY29		FY29	

City of Cedar Falls Capital Improvement Program						CIP Number: J	
Department: Community Development			Division: Recreation & Community Programs			Project Number:	
Project Description: Falls - Shelters Install one shelter at the Falls Aquatic Center that can be rented during open hours for parties and events.				Attach Map: 			
Operations and Maintenance Impact on Budget: Current: Cost of construction but should produce revenue from rentals. Long-Term: Maintenance and upkeep on shelter once installed.							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			20,000				20,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	20,000	-	-	-	20,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Rec CIP			20,000				20,000
							-
							-
Total Source	-	-	20,000	-	-	-	20,000
Funding Source:		Project Schedule		Start		Finish	
RCCIP		20,000		Design			
				Land/Right of Way			
				Utility Relocation			
				Construction		FY26	
				Other:			
Total	20,000	Total Project		FY26		FY26	

City of Cedar Falls Capital Improvement Program

CIP Number:

Item 2.

Department:
Community Development

Division:
V&T-Cultural

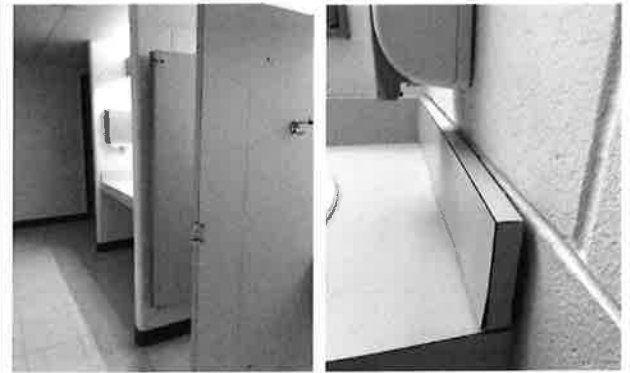
Project Number:

Project Description:

Hearst Center Lower Restrooms Remodel

Lower lever restrooms are frequented by class attendees. Space is original to 1989 and contain one men's and one women's room. New stalls, fixtures, countertops and flooring are recommended. Contingent on expansion/relocation options being explored.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

No impact to current operating budget

Long-Term:

New fixtures and flooring may reduce cleaning and maintenance costs.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					50,000		50,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	50,000	-	50,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Cultural Imp. Fund					50,000		50,000
General Revenue							-
Capital Projects							-
							-
							-
							-
Total Source	-	-	-	-	50,000	-	50,000
Funding Source:	Project Schedule			Start	Finish		
CIF	50,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction			FY28		FY28
		Other:					
Total	\$50,000	Total Project		FY28		FY28	

City of Cedar Falls Capital Improvement Program

CIP Number: L

Department:
Community Development

Division:
V&T - Cultural

Project Number:

Project Description:
Hearst Center - Replace tile flooring on lower level

Lower level and stair surfaces are comprised of composite vinyl tile and rubberized flooring on our main public stairwell is in poor condition that warrents replacement. The flooring has exceeded its life expectancy and is no longer able to be refinished to a satisfactory standard. Areas are deteriorating and beginning to cause trip hazards. This request is contingent on expansion/relocation options.



Operations and Maintenance Impact on Budget:
Current:

Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish					13,500		13,500
Other							-
Total Costs	-	-	-	-	13,500	-	13,500
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Cultural Imp Fund					13,500		13,500
							-
							-
Total Source	-	-	-	-	13,500	-	13,500

Funding Source:	Project Schedule	Start	Finish
CIF	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY28	FY28
	Other:		
Total	Total Project	FY28	FY28

City of Cedar Falls Capital Improvement Program

CIP Number:

Item 2.

Department:
Community Development

Division:
V&T-Cultural

Project Number:

Project Description:

Hearst Center Upper Restrooms Remodel

Facelift for the public restrooms on the first floor (one men's, one women's.) Space is original to 1989. Current wallpaper is stained, some minor wall repairs are needed, new stalls, fixtures, countertops and flooring are recommended. Contingent on expansion/relocation options being explored.

Attach Map:



Operations and Maintenance Impact on Budget:

Current:

No impact to current operating budget

Long-Term:

New fixtures and flooring may reduce cleaning and maintenance costs.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						50,000	50,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	50,000	50,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Cultural Imp. Fund						50,000	50,000
General Revenue							-
Capital Projects							-
							-
							-
							-
Total Source	-	-	-	-	-	50,000	50,000
Funding Source:			Project Schedule	Start	Finish		
CIF	50,000		Design				
			Land/Right of Way				
			Utility Relocation				
			Construction	FY29		FY29	
			Other:				
Total	\$50,000		Total Project	FY29		FY29	

City of Cedar Falls Capital Improvement Program

CIP Number: N

Department:
Community Development

Division:
V&T Cultural

Project Number:

Project Description:
Hearst Center Parking Lot

Parking lot is in need of significant structural improvement, including leveling, drainage, and repouring of concrete. The Hearst should consider reconfiguring the parking lot with the removal of the tree, and squaring off the back end in order to add more capacity - to include additional ADA spaces. This project has been delayed to coincide with a possible Hearst expansion project.



Operations and Maintenance Impact on Budget:
Current:
after winter season, the many cracks and settling of the ground require a constant schedule of patching with the parking lot as-is.
Long-Term:
an improved lot will maximize capacity, have less trip hazards, and require less ongoing maintenance

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						100,000	100,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	100,000	100,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Cultural Imp. Fund						100,000	100,000
Cedar Falls Utilities							-
TIF - Downtown							-
							-
							-
							-
Total Source	-	-	-	-	-	100,000	100,000

Funding Source:	Amount	Project Schedule	Start	Finish
CIF	100,000	Design		
		Land/Right of Way		
		Utility Relocation		
		Construction	FY29	FY29
		Other:		
Total	\$100,000	Total Project	FY29	FY29

City of Cedar Falls Capital Improvement Program		CIP Number: <input type="text"/>
Department: Community Development	Division: V&T - Cultural	Project Number: <input type="text"/>

Project Description:
Hearst Elevator Remodel

This request is contingent on expansion/relocation options. The Hearst's elevator is an original feature of the initial 1989 construction project to build a Hearst Center for the Arts, and a building requirement for ADA access to our lower level services to the public. The elevator experiences daily use for the operation of the facility, and has been in operation for over 35 years. It will need significant cosmetic updates to the floor, and overhaul of the mechanical system.



Operations and Maintenance Impact on Budget:
Current:

Long-Term:
 A new elevator is still subject to annual inspections and preventative maintenance.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish						350,000	350,000
Other							-
Total Costs	-	-	-	-	-	350,000	350,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Cultural Imp Fund						350,000	350,000
							-
							-
Total Source	-	-	-	-	-	350,000	350,000

Funding Source:		Project Schedule	Start	Finish
CIF	350,000	Design		
		Land/Right of Way		
		Utility Relocation		
		Construction	FY29	FY29
		Other:		
Total	350,000	Total Project	FY29	FY29

City of Cedar Falls Capital Improvement Program CIP Number: P

Department: Community Development Division: V&T Cultural Project Number:

Project Description:
Hearst Track Lighting System
 Halogen bulbs are no longer manufactured or available for the current lighting system - installed in galleries, lobby, and performance hall. We are currently utilizing fixture adapters for LEDs. This is a temporary solution. In the long term, replacement of fixtures, tracks, and dimmers for the gallery, lobby, and performance hall will be necessary for continuance of our operations. The track systems and dimmers are original installations from 1989. This request is contingent on expansion/relocation options.



Operations and Maintenance Impact on Budget:
 Updated lights will decrease the amperage load on our existing facility, utility costs, and eliminate some preventative maintenance measures staff currently employs on a regular basis.
Long-Term:
 In the long-term, LED fixtures will not need to be changed as often, with cost savings in the long term after initial investment.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish						65,000	65,000
Other							-
Total Costs	-	-	-	-	-	65,000	65,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Cultural Imp Fund						65,000	65,000
							-
							-
Total Source	-	-	-	-	-	65,000	65,000

Funding Source:	Project Schedule	Start	Finish	
CIF	65,000	Design		
		Land/Right of Way		
		Utility Relocation		
		Construction		
		Other:	FY29	FY29
Total	\$65,000	Total Project	FY29	

City of Cedar Falls Capital Improvement Program

CIP Number: _____

Department:
Community Development

Division:
V&T - Cultural

Project Number: _____

Project Description:

Hearst Roof Overlay Replacement

This request is contingent on expansion/relocation options. The shingles were last replaced 15 years ago, and will be due for new shingles as a preventative measure in FY29 to extend the roof's life if the facility remains unchanged.



Operations and Maintenance Impact on Budget:

Current:

Long-Term:

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						100,000	100,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	100,000	100,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Cultural Imp Fund						100,000	100,000
							-
							-
Total Source	-	-	-	-	-	100,000	100,000
Funding Source:	Project Schedule		Start	Finish			
CIF	100,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY29		FY29	
		Other:					
Total	100,000	Total Project		FY29		FY29	

City of Cedar Falls Capital Improvement Program

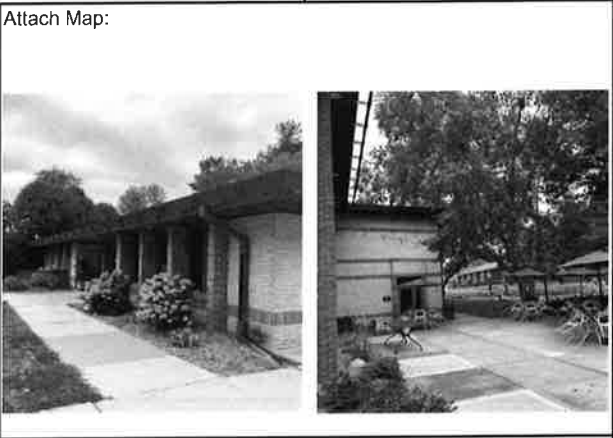
CIP Number: R

Department:
Community Development

Division:
V&T Cultural

Project Number:

Project Description:
Hearst Security System Replacement
The Hearst Center does not have security cameras to monitor the exterior front, parking lot, patio, or sculpture garden. The public can access the Hearst grounds 24/7. Having exterior cameras will allow staff to monitor and report vandalism or other crimes. The current camera system (monitors interior areas) has aged out, and new cameras cannot be added to the existing system. The current alarm system has also aged out of any upgrades, and due to the liability of having multiple staff share alarm codes with access to valuable art collections, it is recommended to replace the entire security system with one that can accommodate more cameras and separate alarm codes for individual users. Having a facility security system is required to receive incoming loans for artwork. This request is contingent on expansion/relocation options.



Operations and Maintenance Impact on Budget:
Current:
Once installed, maintenance is minimal. There is typically a monthly charge from security vendors for software maintenance.
Long-Term:
Provides a deterrant for vandalism and theft, and allows for public safety to better track individual or employee's movements within the building or on the grounds if there is a need for investigation.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish						55,000	55,000
Other							-
Total Costs	-	-	-	-	-	55,000	55,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Cultural Imp Fund						55,000	55,000
							-
							-
Total Source	-	-	-	-	-	55,000	55,000

Funding Source:	Project Schedule	Start	Finish
CIF	55,000		
	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY29	FY29
Other:			
Total	55,000	FY29	FY29

City of Cedar Falls Capital Improvement Program CIP Number: S

Department: Public Works Division: Engineering Project Number:

Project Description:
 Bridges/Culverts: West 12th Street Culvert (Near Union Road)
 This project would involve the placement of a larger box culvert at this location to better convey large rainfall events.



Operations and Maintenance Impact on Budget:
 Current:
 This will not impact the debt service levy since storm water funds are being used.
 Long-Term:
 This culvert will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design						25,000	25,000
Land/Right of Way							-
Utility Relocation							-
Construction						250,000	250,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	275,000	275,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Storm Water Fund						275,000	275,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	275,000	275,000

Funding Source:	Project Schedule	Start	Finish
STW 275,000	Design		
	Land/Right of Way		
	Utility Relocation		
	Construction	FY29	FY29
	Other:		
Total	Total Project	FY29	FY29

City of Cedar Falls Capital Improvement Program

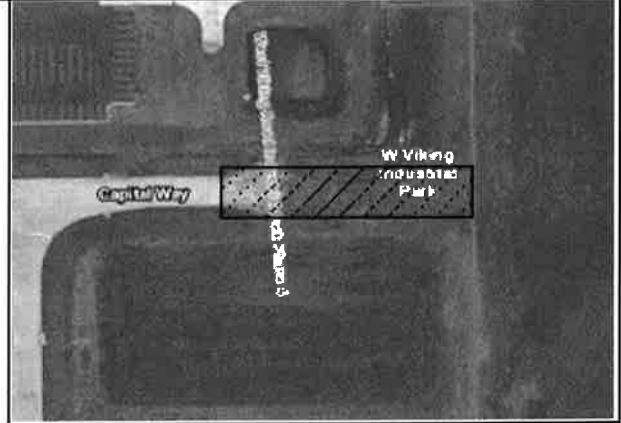
CIP Number: T

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Industrial & City Development: Capital Way Street Extension
This project will extend Capital Way to the limits of the platted area within the industrial park.



Operations and Maintenance Impact on Budget:
Current:

This will be certified in the Unified TIF district and TIF revenues will be used to repay the expense.

Long-Term:
The street will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			88,000				88,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	88,000	-	-	-	88,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing	-		88,000				88,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	88,000	-	-	-	88,000
Funding Source:			Project Schedule		Start		Finish
TIF-UN	88,000		Design		FY26		FY26
			Land/Right of Way				
			Utility Relocation				
			Construction		FY26		FY26
			Other:				
Total	\$88,000		Total Project		FY26		FY26

City of Cedar Falls Capital Improvement Program

CIP Number: U

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Industrial & City Development: Waterway Avenue Extension
This project will extend Waterway Avenue to the limits of the platted area within the industrial park.



Operations and Maintenance Impact on Budget:
Current:
This will be certified in the Unified TIF district and TIF revenues will be used to repay the expense.
Long-Term:
The street will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design				30,000			30,000
Land/Right of Way							-
Utility Relocation							-
Construction				225,000			225,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	255,000	-	-	255,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Tax Increment Financing -				255,000			255,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	255,000	-	-	255,000

Funding Source:	Project Schedule	Start	Finish
TIF-UN 255,000	Design	FY27	FY27
	Land/Right of Way		
	Utility Relocation		
	Construction	FY27	FY27
	Other:		
Total	Total Project	FY27	FY27

City of Cedar Falls Capital Improvement Program

CIP Number: V

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Sidewalks/Trails: Cedar Heights Drive Shoulder Improvements
This project would construct 5' shoulders on both sides of Cedar Heights Drive from Viking Road to Black Hawk Road.



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since bond funding is being used.

Long-Term:
The shoulders will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			350,000				350,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	350,000	-	-	-	350,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond			350,000				350,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	350,000	-	-	-	350,000
Funding Source: GO	350,000	Project Schedule		Start	Finish		
		Design		FY26		FY26	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY26		FY26	
		Other:					
Total	\$350,000	Total Project		FY26	FY26		

City of Cedar Falls Capital Improvement Program	CIP Number: W
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Department: Public Works	Division: Engineering	Project Number:
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Project Description:
Sidewalks/Trails: Center Street Paved Shoulders & Sidewalk
 This project will construct 2,625 feet of sidewalk on the east side of Center Street from Lone Tree Road to Dunkerton Road. In addition, paved shoulders will be placed on either side of the roadway from Lone Tree Road to the northern City limits.



Operations and Maintenance Impact on Budget:
Current:
 This will impact the debt service levy since bond funding is being used.
Long-Term:
 The paved shoulder and sidewalk will be maintained by Public Works. The sidewalk will be maintained by the adjacent property following development.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design		70,000					70,000
Land/Right of Way							-
Utility Relocation							-
Construction			700,000				700,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	70,000	700,000	-	-	-	770,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond		70,000	700,000				770,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	70,000	700,000	-	-	-	770,000
Funding Source:	Project Schedule		Start		Finish		
GO	770,000	Design		FY25		FY25	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY26		FY26	
		Other:					
Total	\$770,000	Total Project		FY25		FY26	

City of Cedar Falls Capital Improvement Program

CIP Number: X

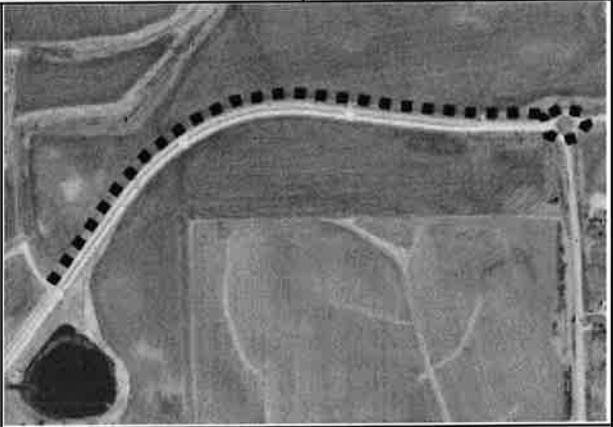
Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: E Viking Rd Trail Infill from Goldenrod to Cedar Heights

This project would infill the trail on the north side of Viking Road from Goldenrod Way to Cedar Heights Drive. In addition, the pedestrian ramps at the roundabout for Viking Road and Cedar Heights Drive would be incorporated into this project.



Operations and Maintenance Impact on Budget:
Current:
This project would impact the debt service left since bond funding would be utilized.

Long-Term:
This project would be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						600,000	600,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	600,000	600,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond						600,000	600,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	600,000	600,000

Funding Source:		Project Schedule	Start	Finish
GO	600,000	Design		
		Land/Right of Way		
		Utility Relocation		
		Construction	FY29	FY29
		Other:		
Total	\$600,000	Total Project	FY29	FY29

City of Cedar Falls Capital Improvement Program

CIP Number: Y

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: Hudson Road Trail - Prairie Lakes
This project will construct trail along the east side of Hudson Road from Viking Road past Technology Parkway approximately 3,900 feet.



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since bond funding is being used.

Long-Term:
The trail will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design		60,000					60,000
Land/Right of Way							-
Utility Relocation							-
Construction			500,000				500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	60,000	500,000	-	-	-	560,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond		60,000	492,500				552,500
Private Contribution			7,500				7,500
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	60,000	500,000	-	-	-	560,000

Funding Source:		Project Schedule		Start	Finish
GO	552,500	Design		FY25	FY25
PRIV	7,500	Land/Right of Way			
		Utility Relocation			
		Construction		FY26	FY26
		Other:			
Total	\$560,000	Total Project		FY25	FY26

City of Cedar Falls Capital Improvement Program

CIP Number: Z

Department: Public Works Division: Engineering Project Number:

Project Description:
Sidewalks/Trails: Hwy 58 Recreation Trail to UNI Campus
 As recreational trail improvements are developed, UNI requests a recreational trail connection to the Prairie Lakes Trail and Greenhill Trail with UNI's south campus in the Hwy 58 prairie and Upland Forest areas. This project would construct an underpass on Greenhill Road west of Hwy 58.



Operations and Maintenance Impact on Budget:
 Current:
 This will impact the debt service levy since bond funding is being used.
 Long-Term:
 The trail will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					1,000,000		1,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	1,000,000	-	1,000,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond					200,000		200,000
Federal or State Funding					800,000		800,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	1,000,000	-	1,000,000

Funding Source:		Project Schedule	
		Start	Finish
GO	200,000	Design	FY24
F/S	800,000	Land/Right of Way	
		Utility Relocation	
		Construction	FY24
		Other:	
Total	\$1,000,000	Total Project	FY24

City of Cedar Falls Capital Improvement Program

CIP Number: AA

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: Main Street Infill from Seerley to University

This project would construct sidewalk on the east side of Main Street from Seerley Boulevard to University Avenue. This would complete the sidewalk system along Main Street from 1st Street to Greenhill Road.



Operations and Maintenance Impact on Budget:
Current:

This project would impact the debt service levy since bond funding would be utilized.

Long-Term:

This sidewalk would be maintained by the adjacent property owners.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way						67,000	67,000
Utility Relocation							-
Construction						116,000	116,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	183,000	183,000

Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond						183,000	183,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	183,000	183,000

Funding Source:		Project Schedule	
		Start	Finish
GO	183,000	Design	
		Land/Right of Way	FY29
		Utility Relocation	
		Construction	FY29
		Other:	
Total	\$183,000	Total Project	FY29

City of Cedar Falls Capital Improvement Program

CIP Number: BB

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: State Street Infill
This project will construct 265 feet of sidewalk on either side of State Street along E 20th Street.



Operations and Maintenance Impact on Budget:
Current:

This will impact the debt service levy since bond funding is being used.

Long-Term:

This will not have a long-term effect on debt service levy since the adjacent property owners will maintain the sidewalk.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		12,000					12,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	12,000	-	-	-	-	12,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond		12,000					12,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	12,000	-	-	-	-	12,000
Funding Source:			Project Schedule	Start	Finish		
GO	12,000		Design	FY25	FY25		
			Land/Right of Way				
			Utility Relocation				
			Construction	FY25	FY25		
			Other:				
Total	\$12,000		Total Project	FY25	FY25		

City of Cedar Falls Capital Improvement Program	CIP Number: CC
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Department: Public Works	Division: Engineering	Project Number:
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Project Description:
Sidewalks/Trails: Valley High Drive Sidewalk Infill
 This project will install new sidewalk along Valley High Drive from Veralta Drive to the Hanna Park Addition. This will connect the existing sidewalk for half a block on both sides of the street.



Operations and Maintenance Impact on Budget:

Current:
 This will impact the debt service levy since bond funding is being used.

Long-Term:
 This will not impact the debt service levy, since property owners are responsible for the adjacent sidewalks.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction	15,000						15,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	15,000	-	-	-	-	-	15,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond	15,000						15,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	15,000	-	-	-	-	-	15,000
Funding Source:		Project Schedule		Start		Finish	
GO	15,000	Design		FY23		FY23	
		Land/Right of Way					
		Utility Relocation					
		Construction		FY23		FY23	
		Other:					
Total	\$15,000	Total Project		FY23		FY23	

City of Cedar Falls Capital Improvement Program

CIP Number: DD

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: Veralta Infill

This project will construct sidewalk along one side of Veralta Drive from University Avenue to Orchard Drive. This infill project will connect the trail on University Avenue to Orchard Dive sidewalk.



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since bond funding is being used.

Long-Term:
This will not impact the debt service levy, since property owners are responsible for the adjacent sidewalks.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			45,000				45,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	45,000	-	-	-	45,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond			45,000				45,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	45,000	-	-	-	45,000

Funding Source:	Project Schedule	Start	Finish
GO	45,000	Design	FY24
		Land/Right of Way	
		Utility Relocation	
		Construction	FY24
		Other:	
Total	\$45,000	Total Project	FY24

City of Cedar Falls Capital Improvement Program

CIP Number: EE

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Sidewalks/Trails: W. Viking Road Trail Infill

This project would complete the missing segment of sidewalk/trail along W. Viking Road, allowing the connection from Prairie Lakes to Highway 27/58. This trail will be approximately 1400' long.



Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since bond funding will be used.

Long-Term:
This will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design				170,000			170,000
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	170,000	-	-	170,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond				170,000			170,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	170,000	-	-	170,000

Funding Source:		Project Schedule	
		Start	Finish
GO	170,000	Design	
		Land/Right of Way	
		Utility Relocation	
		Construction	FY27
		Other:	
Total	\$170,000	Total Project	FY27

City of Cedar Falls Capital Improvement Program

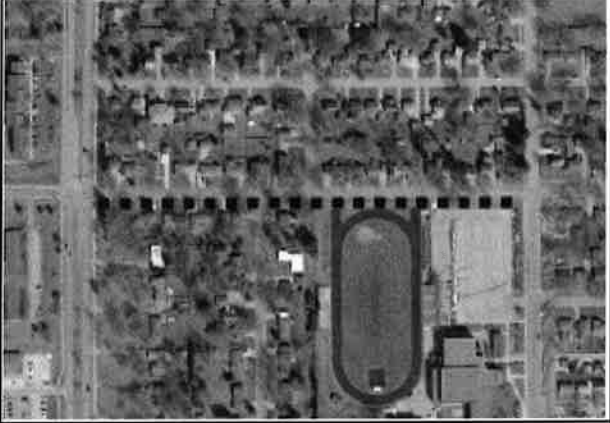
CIP Number: FF

Department:
Public Works

Division:
Engineering

Project Number:


Project Description:
Sidewalks/Trails: W. 8th Street Sidewalk Infill
 This project will construct 1250 feet of sidewalk from Division Street to Hudson Road along the south side of W. 8th Street.



Operations and Maintenance Impact on Budget:
 Current:
 This will impact the debt service levy since General Obligation Bond will be used.
 Long-Term:
 The sidewalk will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		60,000					60,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	60,000	-	-	-	-	60,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond		60,000					60,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	60,000	-	-	-	-	60,000

Funding Source:	Project Schedule	Start	Finish
GO	60,000	FY25	FY25
		FY25	FY25
		FY25	FY25
Total	\$60,000	Total Project	FY25

City of Cedar Falls Capital Improvement Program		CIP Number: GG
Department: Public Works	Division: Engineering	Project Number:
Project Description: Sidewalks/Trails: W 12th St Infill from Hudson to Division This project would construct trail on the north side of 12th Street from Hudson Road to Clark Drive and remove and existing sidewalk and construct trail on the north side of 12th Street approximately 300 feet from Division Street to the west.		
Operations and Maintenance Impact on Budget: Current: This project would impact the debt service levy since bond funding is being used. Long-Term: The project would be maintained by Public Works.		

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way						56,000	56,000
Utility Relocation						120,000	120,000
Construction						344,000	344,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	520,000	520,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond						520,000	520,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	520,000	520,000
Funding Source:	Project Schedule		Start		Finish		
GO	520,000	Design					
		Land/Right of Way		FY29		FY29	
		Utility Relocation		FY29		FY29	
		Construction		FY29		FY29	
		Other:					
Total	\$520,000	Total Project		FY29		FY29	

City of Cedar Falls Capital Improvement Program	CIP Number: HH
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Department: Public Works	Division: Engineering	Project Number:
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Project Description:
 Storm Water: Greenhill Rd. & Coneflower Pkwy Basin Restoration
 This project would clear, grub, and restore the regional detention basin at the intersection of Greenhill Rd and Coneflower Parkway. Possible wetland improvements could be achieved allowing for potential grant funding.




Operations and Maintenance Impact on Budget:
 Current:
 This project will not impact the debt service levy since bond funding will not be utilized.

Long-Term:
 This project will be maintained by public works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design					75,000		75,000
Land/Right of Way							-
Utility Relocation							-
Construction						500,000	500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	75,000	500,000	575,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Black Hawk County Gamir						375,000	375,000
Storm Water Fund						125,000	125,000
General Obligation Bond					75,000		75,000
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	75,000	500,000	575,000
Funding Source:		Project Schedule		Start		Finish	
BHGC	375,000	Design		FY28		FY28	
STW	125,000	Land/Right of Way					
GO	75,000	Utility Relocation					
		Construction		FY29		FY29	
		Other:					
Total	\$575,000	Total Project		FY28		FY29	

City of Cedar Falls Capital Improvement Program		CIP Number: II
Department: Public Works	Division: Engineering	Project Number:
Project Description: Storm Water: Huntington Road Extension Over Green Creek This project would infill the roadway segment and culvert crossing of Green Creek that would be required for the Huntington Road extension into the Pinnacle Prairie area.		
Operations and Maintenance Impact on Budget: Current: This project will not impact the debt service levy since bond funding will not be utilized. Long-Term: The roadway and culvert will be maintained by Public Works.		

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					500,000		500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	500,000	-	500,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Storm Water Fund					250,000		250,000
Local Sales Tax					250,000		250,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	500,000	-	500,000
Funding Source:	Project Schedule	Start	Finish				
STW 250,000	Design	FY26	FY26				
LST 250,000	Land/Right of Way						
	Utility Relocation						
	Construction	FY27	FY27				
	Other:						
Total	Total Project	FY27	FY27				

City of Cedar Falls Capital Improvement Program		CIP Number: JJ
Department: Public Works	Division: Engineering	Project Number:
Project Description: Storm Water: Prairie Planting Stabilization This project would take advantage of possible grant funding to utilize native prairie seeding/sodding to stabilize miscellaneous maintenance areas around town.		

Operations and Maintenance Impact on Budget:

Current:
 This project will not impact the debt service levy since bond funding will not be utilized.

Long-Term:
 This project will be maintained by public works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Equipment & Furnish							-
Other							-
Total Costs	50,000	50,000	50,000	50,000	50,000	50,000	300,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Federal or State Funding	37,500	37,500	37,500	37,500	37,500	37,500	225,000
Storm Water Fund	12,500	12,500	12,500	12,500	12,500	12,500	75,000
							-
							-
							-
							-
							-
							-
							-
Total Source	50,000	50,000	50,000	50,000	50,000	50,000	300,000

Funding Source:		Project Schedule	Start	Finish
		F/S	225,000	Design
STW	75,000	Land/Right of Way		
		Utility Relocation		
		Construction	Annual	Annual
		Other:		
Total	\$300,000	Total Project	Annual	Annual

City of Cedar Falls Capital Improvement Program

CIP Number: KK

Department: Public Works Division: Engineering Project Number:

Project Description:
Storm Water: Streambank Stabilization (Bergstrom Branch)
 This project would address observed erosion issues along the Bergstrom Branch of Dry Run Creek on the North side of Greenhill Road. The first 700 linear feet of this branch is a concrete cunette to be removed and replaced with a natural channel, and the following 1100 linear feet would have its slopes modified to a more stable condition. This project would reduce erosion while restoring some habitat and ecological functions.



Operations and Maintenance Impact on Budget:
Current:
 This project would not impact the debt service levy since bond funding is not being used.

Long-Term:
 This channel would continue to be maintained by Public Works, with a segment to be maintained by the condominium association.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design						60,000	60,000
Land/Right of Way							-
Utility Relocation							-
Construction						600,000	600,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	660,000	660,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Storm Water Fund						660,000	660,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	660,000	660,000

Funding Source:		Project Schedule	Start	Finish
STW	660,000	Design	FY29	FY29
		Land/Right of Way		
		Utility Relocation		
		Construction	FY29	FY29
		Other:		
Total	\$660,000	Total Project	FY29	FY29

City of Cedar Falls Capital Improvement Program

CIP Number: LL

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Storm Water: W 18th St Extension Over Dry Run Creek
This project would infill the roadway segment and culvert crossing of Dry Run Creek that would be required for the W 18th St extension.



Operations and Maintenance Impact on Budget:

Current:

This project will not impact the debt service levy since bond funding will not be utilized.

Long-Term:

The roadway and culvert will be maintained by Public Works.

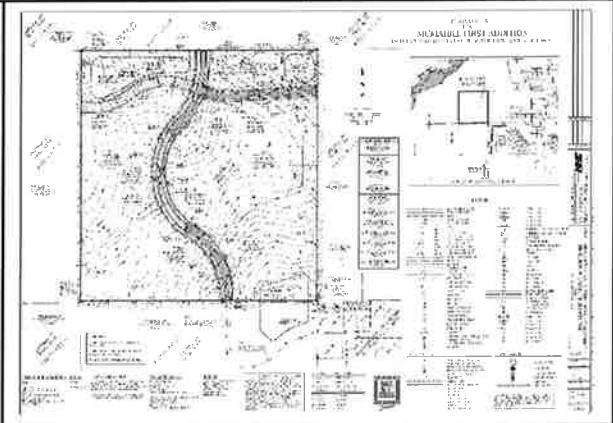
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction					500,000		500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	500,000	-	500,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Storm Water Fund					250,000		250,000
Local Sales Tax					250,000		250,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	500,000	-	500,000
Funding Source:							
				Project Schedule	Start	Finish	
STW	250,000			Design	FY26	FY26	
LST	250,000			Land/Right of Way			
				Utility Relocation			
				Construction	FY27	FY27	
				Other:			
Total	\$500,000			Total Project	FY27	FY27	

City of Cedar Falls Capital Improvement Program		CIP Number: MM
Department: Public Works	Division: Engineering	Project Number:

Project Description:

Streets: Ashworth Drive Extension West of Arbors Drive

This project would extend Ashworth Drive west from Arbors Drive to the west property limits of the joint school/park land currently under development. All developments are required to extend roads to their limits for future connections with developing areas adjacent.



Operations and Maintenance Impact on Budget:

Current:
This will impact the debt service levy since General Obligation Bond will be used.

Long-Term:
This road will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design		25,000					25,000
Land/Right of Way							-
Utility Relocation							-
Construction			250,000				250,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	25,000		-	-	-	275,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond		12,500	125,000				137,500
School		12,500	125,000				137,500
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	25,000	250,000	-	-	-	275,000

Funding Source:		Project Schedule	Start	Finish
GO	137,500	Design	FY25	FY25
SCHOOLS	137,500	Land/Right of Way		
		Utility Relocation		
		Construction	FY26	FY26
		Other:		
Total	\$275,000	Total Project	FY25	FY26

City of Cedar Falls Capital Improvement Program

CIP Number: NN

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:

Streets: Barnett Drive Extension

This project provides for the future extension of Barnett Drive south to intersect with 18th Street.




Operations and Maintenance Impact on Budget:
Current:
This will impact the debt service levy since bond funding is being used.

Long-Term:
The street will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design			200,000				200,000
Land/Right of Way			200,000				200,000
Utility Relocation							-
Construction				1,650,000			1,650,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	400,000	1,650,000	-	-	2,050,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
General Obligation Bond			80,000	530,000			610,000
Federal or State Funding			320,000	1,120,000			1,440,000
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	400,000	1,650,000	-	-	2,050,000

Funding Source:		Project Schedule	Start	Finish
GO	610,000	Design	FY26	FY26
F/S	1,440,000	Land/Right of Way	FY26	FY26
		Utility Relocation		
		Construction	FY27	FY27
		Other:		
Total	\$2,050,000	Total Project	FY26	FY27

City of Cedar Falls Capital Improvement Program		CIP Number: PP
Department: Public Works	Division: Engineering	Project Number:
Project Description: Streets: Greenhill Road Intersection Improvements This project will complete intersection improvements for Greenhill Road at Ashworth Drive, Algonquin Drive, and Hudson Road for the future development of 50 acres. This relates to the new proposed hospital project and Greenhill Road traffic study.		

Operations and Maintenance Impact on Budget:
Current:
This will not impact the debt service levy, since private funding will be used.

Long-Term:
The public improvements will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design				280,000			280,000
Land/Right of Way							-
Utility Relocation							-
Construction					2,500,000		2,500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-		2,500,000	-	2,780,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Private Contribution				140,000	1,250,000		1,390,000
Street Construction Fund					687,000		687,000
Local Sales Tax				140,000	563,000		703,000
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	280,000	2,500,000	-	2,780,000
Funding Source:		Project Schedule		Start	Finish		
PRIV	1,390,000	Design		FY27	FY27		
SCF	687,000	Land/Right of Way					
LST	703,000	Utility Relocation					
		Construction		FY28	FY28		
		Other:					
Total	\$2,780,000	Total Project		FY27	FY28		

City of Cedar Falls Capital Improvement Program

CIP Number: QQ

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Streets: Union Road Phase I: From 27th to University
This project will include the reconstruction on Union Road from University Ave to 27th Street. Updating this roadway to an urban cross section will include grub, gutter, and storm sewer.



Operations and Maintenance Impact on Budget:
Current:
This will not impact the debt service levy since bond funding is not being utilized.
Long-Term:
The roadway will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way						550,000	550,000
Utility Relocation							-
Construction						6,500,000	6,500,000
Landscaping						550,000	550,000
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	7,600,000	7,600,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Street Construction Fund						2,000,000	2,000,000
Local Sales Tax						2,600,000	2,600,000
Federal or State Funding						3,000,000	3,000,000
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	-	7,600,000	7,600,000
Funding Source:	Project Schedule		Start	Finish			
SCF	2,000,000	Design	FY21	FY21			
LST	2,600,000	Land/Right of Way					
F/S	3,000,000	Utility Relocation					
		Construction	FY24	FY26			
		Other:					
Total	\$7,600,000	Total Project	FY21	FY26			

City of Cedar Falls Capital Improvement Program

CIP Number: RR

Department:
Public Works

Division:
Engineering

Project Number:

Project Description:
Streets: Union Road Phase II: From 27th Street to 12th Street
This project will include the reconstruction of Union Road from 27th Street to 12th Street.



Operations and Maintenance Impact on Budget:
Current:
This will not impact the debt service levy since the Street Construction Fund is being used.

Long-Term:
The roadway will be maintained by Public Works.

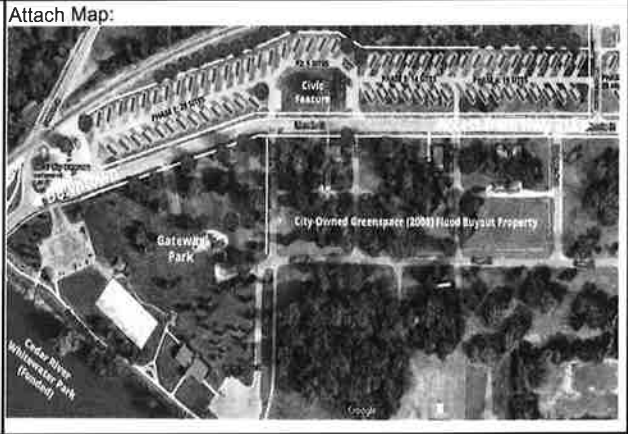
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design			325,000				325,000
Land/Right of Way			2,390,000				2,390,000
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	2,715,000	-	-	-	2,715,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Street Construction Fund			2,715,000			-	2,715,000
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	2,715,000	-	-	-	2,715,000

Funding Source:	Project Schedule	Start	Finish
SCF	2,715,000		
	Design	FY25	FY25
	Land/Right of Way		
	Utility Relocation		
	Construction	FY25	FY25
	Other:		
Total	\$2,715,000	FY25	FY25

City of Cedar Falls Capital Improvement Program		CIP Number: SS
Department: Public Works	Division: Operations & Maintenance - Park	Project Number:

Project Description:
Cedar City Campground

This project includes design and development of Phase I of the Cedar City Campground Concept. This project would involve the utility installation and site preparation for approximately 30 sites.



Operations and Maintenance Impact on Budget:
Current:
This will not impact the debt service levy since private and federal/state grants will be used.

Long-Term:
The campground will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design					60,000		60,000
Land/Right of Way							-
Utility Relocation							-
Construction					2,250,000		2,250,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	2,310,000	-	2,310,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Private					577,500		577,500
Federal/State					1,732,500		1,732,500
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	2,310,000	-	2,310,000

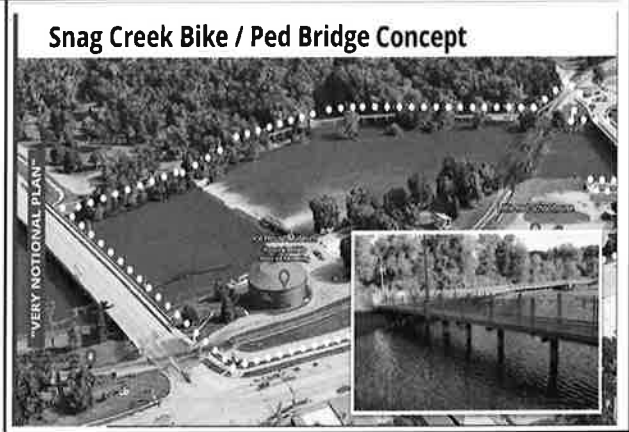
Funding Source:		Project Schedule	Start	Finish
GO	577,500	Design	FY28	FY28
F/S	1,732,500	Land/Right of Way		
	-	Utility Relocation		
	-	Construction	FY28	FY28
	-	Other:		
	-			
Total	2,310,000	Total Project	FY28	FY28

City of Cedar Falls Capital Improvement Program						CIP Number:	TT
Department: Public Works		Division: Operations and Maintenance - Park				Project Number:	
Project Description: Dog Park - Northern Cedar Falls Construction of a dog park located in Northern Cedar Falls. The feasibility and location will be determine by a future park master plan.							
Operations and Maintenance Impact on Budget: Current: Park Staff time to install recommended improvements Long-Term: Increased maintenance costs for additional park							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction			65,000				65,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	65,000	-	-	-	65,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
H/M - PK			48,750			-	48,750
Capital Projects							-
Private			16,250			-	16,250
General Revenues							-
							-
							-
Total Source	-	-	65,000	-	-	-	65,000
Funding Source:		Project Schedule		Start		Finish	
H/M - PK	48,750	Design					
Private	16,250	Land/Right of Way					
	-	Utility Relocation					
	-	Construction		FY26		FY26	
		Other:					
Total	\$65,000	Total Project		FY20		FY25	

City of Cedar Falls Capital Improvement Program		CIP Number: U
Department: Public Works	Division: Operations & Maintenance - Park	Project Number:

Project Description:
Eco-Loop Trail

This project includes design and development of the connection of trail system in the downtown area. This connection will provide a continuous river front trail system along the Cedar River from the Center Street Bridge to Cedar Falls Utilities on both sides of the river. Significant engineering and permitting will be require on the north side of the river between the Main Street and Center Street Bridge.



Operations and Maintenance Impact on Budget:
Current:
This will not impact the debt service levy since private and federal/state grants will be used.

Long-Term:
The trail will be maintained by Public Works.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design					500,000		500,000
Land/Right of Way							-
Utility Relocation							-
Construction					4,500,000		4,500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	5,000,000	-	5,000,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Private					125,000		125,000
Federal/State					4,875,000		4,875,000
							-
							-
							-
							-
							-
							-
							-
Total Source	-	-	-	-	5,000,000	-	5,000,000

Funding Source:		Project Schedule	Start	Finish
GO	125,000	Design	FY28	FY28
F/S	4,875,000	Land/Right of Way		
	-	Utility Relocation		
	-	Construction	FY28	FY28
	-	Other:		
	-			
Total	5,000,000	Total Project	FY28	FY28

City of Cedar Falls Capital Improvement Program		CIP Number: VV
Department: Public Works	Division: Operations and Maintenance - Park	Project Number:

Project Description:
Outdoor Winter Recreation Ice Rink With Refrigeration

This project is an option to create sustainable ice through the winter months in order to provide outdoor recreation opportunities. The rink could be used for both recreational skating and youth hockey league. Estimated rink size would be 85' x 185' and would be located at Gateway Park. This project would include new perimeter boards, portable roll out flooring and a chiller unit capable of sustaining ice up to 50 degrees, allowing skating from mid November through early March. Entire unit would be portable and capable of being moved if the threat of flooding occurs.



Operations and Maintenance Impact on Budget:
Current:
The initial impact would be the purchase of new equipment to sustain and maintain ice through the winter.

Long-Term:
Staff time requirement for set up and tear down. Power supply for refrigeration unit
Potential income generator by providing hockey league during select times and dates throughout the winter.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish		425,000					425,000
Other		25,000					25,000
Total Costs	-	450,000	-	-	-	-	450,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond		237,500					237,500
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Hotel/Motel		100,000					100,000
PRIV		112,500					112,500
							-
Total Source	-	450,000	-	-	-	-	450,000
Funding Source:			Project Schedule	Start	Finish		
GO	237,500		Design				
H/M	100,000		Land/Right of Way				
PRIV	112,500		Utility Relocation				
			Construction	FY25	FY25		
			Other:				
Total	\$450,000		Total Project	FY25	FY25		

City of Cedar Falls Capital Improvement Program CIP Number: WW

Department: Public Works Division: Operations and Maintenance - Park Project Number:

Project Description:
Paw Park Expansion
 This project is intended to utilize unused park space to expand the ever popular existing paw park. The project includes a pedestrian bridge, 2 shelters and perimeter fencing. The proposed expansion will double the size of the current park.



Operations and Maintenance Impact on Budget:
 Current:
 The impact of this project on the budget will be the cost of construction which may be offset by private donations.

Long-Term:
 Long term costs will consist of minimal maintenance of the structures.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design			210,000				210,000
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	210,000	-	-	-	210,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond			160,000				160,000
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Private			50,000				50,000
							-
							-
Total Source	-	-	210,000	-	-	-	210,000

Funding Source:	Project Schedule	Start	Finish
GO 160,000	Design	FY26	FY26
PRIV 50,000	Land/Right of Way		
	Utility Relocation		
	Construction		
	Other:		
Total \$210,000	Total Project	FY26	FY26

City of Cedar Falls Capital Improvement Program CIP Number: XX

Department:
Public Works

Division:
Operations and Maintenance -Traffic

Project Number:

Project Description:
Traffic Signal Fiber Connectivity

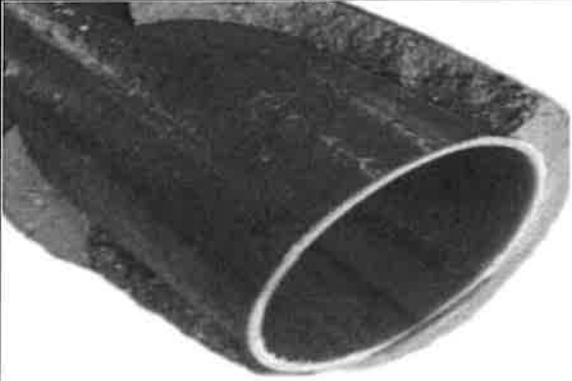
This project will consist of connecting fiber to signalized intersections in order to perform remote data gathering, maintenance and controller operations. This will also provide opportunity for intersection observation that can be used to gather accident data and adjustment of traffic patterns.



Operations and Maintenance Impact on Budget:
Current:
The initial cost will have an impact on the budget

Long-Term:
Remote connectivity to traffic signals will provide greater ease of maintenance and allow oversight of signalized intersections with cameras via fiber optics and/or wi fi.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction		250,000	250,000				500,000
Landscaping							-
Equipment & Furnish		190,000					190,000
Other							-
Total Costs	-	440,000	250,000	-	-	-	690,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
SCF		440,000	250,000				690,000
							-
							-
Total Source	-	440,000	250,000	-	-	-	690,000
Funding Source:	Project Schedule		Start		Finish		
SCF	690,000	Design	FY25		FY26		
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:					
Total	690,000	Total Project	FY25		FY26		

City of Cedar Falls Capital Improvement Program						CIP Number:	YY
Department: Public Works			Division: Water Reclamation			Project Number:	
Project Description:							
<p>Trunkline and Forcemain Replacement and Lining</p> <p>This project involves rehabilitating or replacing large gravity lines and forcemains throughout the city. Sewershed studies will help identify trunk gravity lines that are undersized or in poor condition.</p>							
Operations and Maintenance Impact on Budget:							
Current:							
This should not have a significant impact on the budget. The dollar amount for this will be taken from annual sliplining. This is another lining technology where CIPP lining is not suitable.							
Long-Term:							
None							
Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction						1,000,000	1,000,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	-	-	-	1,000,000	1,000,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
Sewer Rental Fund						1,000,000	1,000,000
							-
							-
Total Source		-	-	-	-	1,000,000	1,000,000
Funding Source:		Project Schedule		Start		Finish	
SRF	1,000,000	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction		FY28		FY28	
		Other:					
Total	\$1,000,000	Total Project		FY28		FY28	

City of Cedar Falls Capital Improvement Program CIP Number: ZZ

Department: Public Works Division: Water Reclamation Project Number:

Project Description:

Ulrich Park Lift Station

A new lift station in the area of Ulrich Park would open up additional areas for development in the northwest portion of the city. It could be designed such that it would replace a smaller, older lift station in Lakewood Hills.



Operations and Maintenance Impact
Current:
Sewer Rental Bonds will need to be sold

Long-Term:
This will have an impact on the Operating Budget by increasing sewer rental fees to cover the cost of bond repayment. It will replace an older, less efficient lift station.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design			500,000				500,000
Land/Right of Way							-
Utility Relocation							-
Construction				1,500,000			1,500,000
Landscaping							-
Equipment & Furnish							-
Other							-
Total Costs	-	-	500,000	1,500,000	-	-	2,000,000
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Sewer Revenue Bond			500,000	1,500,000			2,000,000
							-
							-
							-
Total Source	-	-	500,000	1,500,000	-	-	2,000,000
Funding Source:	Project Schedule		Start		Finish		
SRB	2,000,000			FY26		FY26	
	-						
				FY27		FY27	
Total	\$2,000,000			Total Project		FY27	

City of Cedar Falls Capital Improvement Program		CIP Number: AA
Department: Public Safety	Division: Fire	Project Number:

Project Description:
Physical Fitness Equipment

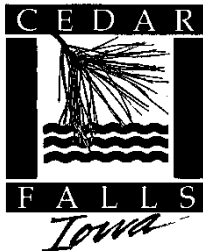
The Public Safety Department has two fire stations and each facility has a physical fitness room for the use of all public safety employees. Nearly all of the current physical fitness equipment was donated by the recreation department after it's useful life-cycle. This funding allows public safety staff to replace equipment after it can no longer be repaired.



Operations and Maintenance Impact on Budget:
Current:
There is a minimal cost to to maintain this equipment and normal operating budget can afford these costs.

Long-Term:
There is a minimal cost to to maintain this equipment and normal operating budget can afford these costs.

Project Costs	FY24	FY25	FY26	FY27	FY28	FY29	Total
Design							-
Land/Right of Way							-
Utility Relocation							-
Construction							-
Landscaping							-
Equipment & Furnish	7,500		7,500		7,500		22,500
Other							-
Total Costs	7,500	-	7,500	-	7,500	-	22,500
Source of Funds	FY24	FY25	FY26	FY27	FY28	FY29	Total
Gen. Obligation Bond							-
Federal/State Funding							-
Local Sales Tax							-
Capital Projects							-
Cedar Falls Utilities							-
TIF - Downtown							-
General Revenue	7,500		7,500		7,500		22,500
							-
							-
Total Source	7,500	-	7,500	-	7,500	-	22,500
Funding Source:		Project Schedule		Start		Finish	
GR	22,500	Design					
		Land/Right of Way					
		Utility Relocation					
		Construction					
		Other:		Bi-Annual		Bi-Annual	
Total	\$22,500	Total Project		Bi-Annual		Bi-Annual	



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 Laudick and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: January 3, 2024
SUBJECT: Annual Reimbursement Resolution

Please find attached a copy of the IRS mandated reimbursement resolution. Each year the City submits a list of projects prior to the sale of General Obligation bonds and Revenue bonds that allows the City to be eligible to reimburse ourselves from the bond funds for previously incurred expenses relating to the projects listed.

The attachment referred to in the resolution will be the FY24-FY29 Capital Improvements Program (CIP) that is also being presented to Council for approval. After formal adoption, a copy of the final CIP will be attached to the resolution and filed in the City's official records.

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

RESOLUTION NO. _____

**RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY
REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR
CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH
SPECIFIED PROJECTS**

WHEREAS, the City anticipates making cash expenditures for one or more capital improvements projects, generally described on Attachment A (each of which shall hereinafter be referred to as a "Project"), and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project, and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the foregoing Projects, from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the foregoing expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the projects, the maximum principal amount of bonds, notes or other indebtedness to be issued for the foregoing Projects and the estimated dates of completion of the Projects are reasonably expected to be as follows:

See Attachment A:

- All Projects with the identifications code of G.O. 2020, 2022, 2024, 2026, and 2028; SRF, STW, SRB-2018, SRB-2024, and SRB-2026.
- All Projects with the identifications code of TIF-UN, TIF-DT, TIF-CH, TIF-PP, TIF-STH, and TIF-SWCF.
- All Projects with CP, LST, SCF, ER, and GFS.

If such grants are not received, it is intended that the costs to be financed will be increased accordingly.

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs no later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service.

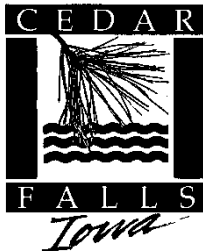
Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the City Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

ADOPTED this 16th day of January 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: January 3, 2024
SUBJECT: ARPA Resolution

Please find attached a resolution designating the use of the City's allocated ARPA funds as outlined on the CIP. In accordance with federal guidance on the ARPA funds, the State of Iowa recommends passing such resolution and the Iowa League of Cities provided a template for cities to use. The use of the funds outlined in the resolution is in accordance with what has been presented to Council regarding the Main Street and Treatment Facility projects.

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

RESOLUTION NO. _____

**RESOLUTION FOR AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATION OF THE
CITY OF CEDAR FALLS, IOWA**

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the public health and economic impacts of the COVID-19 public health emergency; and

WHEREAS, ARPA created the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) that provided direct funding to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and

WHEREAS, the City of Cedar Falls has accepted an allocation of SLFRF in the amount of \$6,508,740, payable in two tranches; and

WHEREAS, the City of Cedar Falls is in receipt of both tranches in the amount of \$3,254,370; and

WHEREAS, SLFRF provides needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency; and

WHEREAS, Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund “government services.”; and

WHEREAS, Recipients may elect a “standard allowance” of \$10 million to spend on government services through the period of performance; and

WHEREAS, All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula provided by the U.S. Department of the Treasury, including those with total allocations of \$10 million or less; and

WHEREAS, the City of Cedar Falls has the need to fund government services while in the recovery phase of the COVID-19 pandemic.

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

Section 1. The following allocation of ARPA funding to fund government services under the replacing lost public sector revenue spending category as follows:

Main Street Reconstruction-Sewer/Stormwater	\$2,650,000
Nutrient Reduction Improvements	\$3,858,740

Total	\$6,508,740

ADOPTED this 16th day of January, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



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 Daniel Laudick and City Council
FROM: Jaydevsinh Atodaria (JD) AICP, City Planner I
Matthew Tolan, Civil Engineer II
DATE: January 16, 2024
SUBJECT: Rezoning Request for property located North of Aldrich Elementary School and South of W. Greenhill Road (RZ23-003) Land Use Map Amendment (LU23-002)

REQUEST: Amend Future Land Use Map from Low Density Residential Use, Greenways and Floodplain Use, and Neighborhood Commercial & Mixed Use to Low Density Residential Use and adjust the Greenways and Floodplain Use (LU23-002)
Rezone property from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District (RZ23-003)

PETITIONER: Brent Dahlstrom, Owner; Panther Builders LLC, Applicant

LOCATION: 54.79 acres of land located North of Aldrich Elementary School and South of W. Greenhill Road

PROPOSAL

The applicant is requesting to rezone 54.79 acres of land owned by Brent Dahlstrom from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District.

Since the Future Land Use Map in the City's Comprehensive Plan currently designates portions of this property as "Neighborhood Commercial and Mixed Use" and "Greenways and Floodplain Use," the applicant is also requesting an amendment to the Future Land Use Map to "Low Density Residential." The applicant's stated reasons for these changes are attached.



BACKGROUND

The subject property comprising 54.79 acres of parcel is currently unplatted. However, a portion (14.18 acres) of the subject property was rezoned from A-1 Agricultural District to MU Mixed Use Residential District with an approved MU District Site Plan and developmental procedures agreement to create a multi-use development, consisting of residential and professional office uses in July 2016. A preliminary plat for the area zoned MU was approved by the City Council in September 2018, with the intent to build multi-family residential dwellings and professional offices. However, no work was done on the project after approval of the preliminary plat, so the plat is now expired, and hence, remains unplatted.

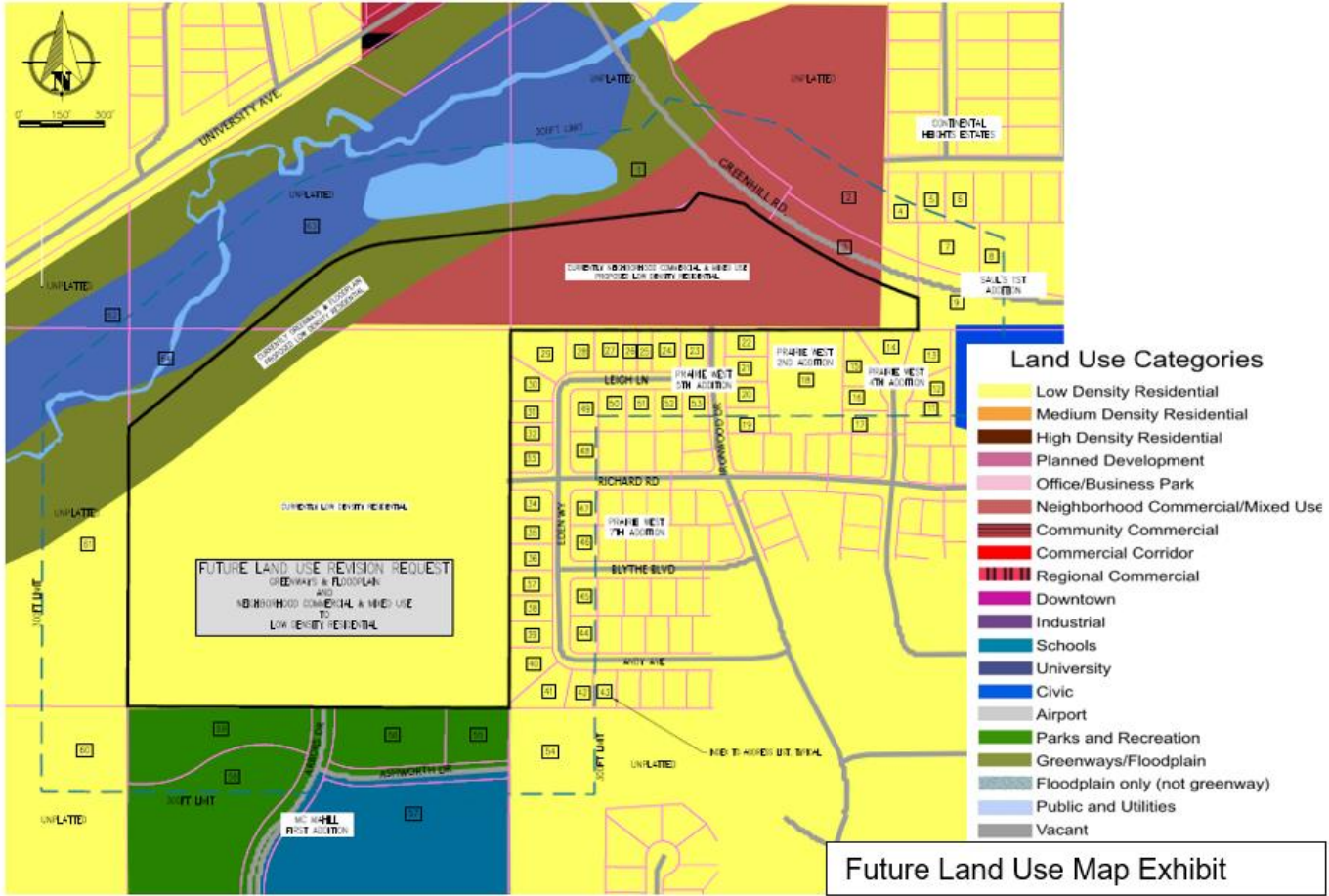
The other portion (approx. 40 acres) of the subject property was rezoned from A-1 Agricultural District to R-1 Residence District in February 2019. Following the rezoning, an application for a preliminary plat was submitted to subdivide the property into single family home lots. However, that application was withdrawn, so the area remains unplatted.

The applicant is now proposing to rezone the entire 54.79 acres of land from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District to allow the development of the area with detached single-family dwelling units. As per City code, the RP Planned Residence District requires the submittal of a Master Plan to show the overall development plan, including the intended uses, development pattern and any special features or standards, and the submittal of developmental procedures agreement to establish the agreed upon standards and conditions for the development. An RP Master Plan for the site has been submitted for review along with other supplemental materials for the project.

ANALYSIS

The first thing that is analyze when a rezoning is requested is whether it is compliant with the Comprehensive Plan and Future Land Use map. In this case, the proposed rezoning request is not consistent with the Comprehensive Plan and the Future Land Use map, which is why the applicant is also requesting to amend the Future Land Use map. A rezoning can only be approved if it is consistent with the Comprehensive Plan.

The Future Land Use Map in the City's Comprehensive Plan identifies the subject parcel as "Low-Density Residential Use", "Greenways & Floodplain Use" and "Neighborhood Commercial and Mixed Use". In this case, the current zoning of the subject property, R-1 Residential District and MU Mixed Use Residential District is consistent, but the proposed RP Master Plan, given that it will be restricted to detached single-family dwellings is not consistent with the "Neighborhood Commercial and Mixed Use" designation for the northern portion of the property. The applicant has submitted a statement regarding the reasons they believe the proposed Land Use Map amendment (LUMA) is warranted along with their proposal for amending the Future Land Use Map (See exhibit below). The exhibit shows the current designations in color with their stated request for amendment in the text.



As per the City’s Comprehensive Plan:

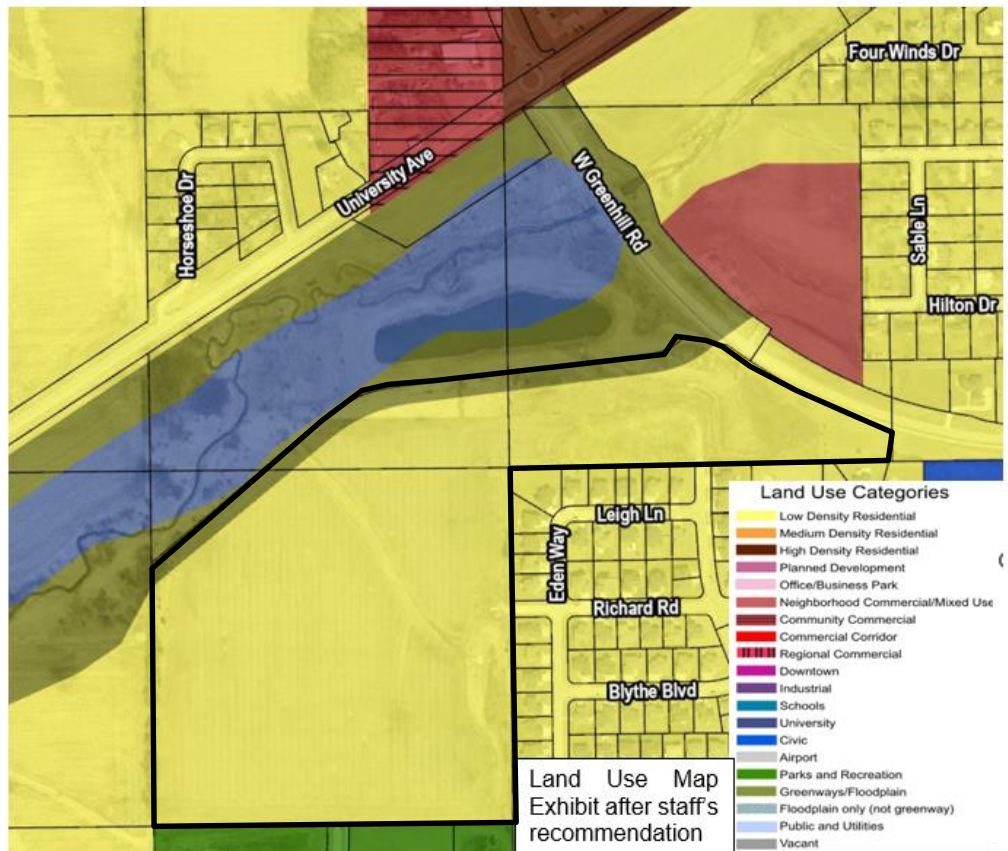
1. *Low-Density Residential Use* emphasizes single-family detached development with density ranging from 1 to 4 units per acre.
2. *Greenways & Floodplain Use* emphasizes the preservation of environmentally sensitive areas and crucial scenic corridors and their possible incorporation into the City’s trail system.
3. *Neighborhood Commercial and Mixed Use* emphasizes the development of low-impact commercial use, providing a variety of neighborhood services. This use designation should be located along major streets, promote buffering to eliminate negative effects on surrounding residential areas, and have good landscaping to enhance the site as well as provide a visual buffer. This use also allows the development of residential units above commercial development with a high emphasis on good pedestrian/bicycle connections into surrounding areas.

As noted in the above exhibit, the applicant is proposing to amend the Future Land Use Map in the City’s Comprehensive Plan document from “Low-Density Residential Use”, “Greenways & Floodplain Use” and “Neighborhood Commercial and Mixed Use” to “Low-Density Residential Use.” The applicant indicates that the proposed LUMA for the entire property would be synonymous with the surrounding low-density residential use. The applicant indicates that as per market needs, the single-family lots are more urgent and appealing to current neighbors.

Staff notes that the subject property may not be ideal for having commercial uses, given that

there is a neighborhood-serving commercial area nearby in the Greenhill Village mixed-use development. There is a need for more residential development in the community with homebuilders recently noting the limited availability of home lots within Cedar Falls. In general lack of supply drives up home prices in the community at large. However, staff notes that taking away entire portion of “Greenways and Floodplain Use” designation from the subject property may not be acceptable, considering the fact that the City’s Comprehensive Plan suggests that the Greenways and Floodplain Use should emphasize preservation of environmentally sensitive areas and crucial scenic corridors as noted above. It is a goal of the City to identify areas where our recreational trail network can be expanded as new development occurs. Staff is supportive of refining the boundary of the Greenways and Floodplain Use designation on the Future Land Use Map, but recommends reserving a minimum of 20 feet along the edge of, but outside of the Dry Run Creek floodway for a future public trail. . Staff believes that a future recreation trail developed along this scenic corridor would provide a community amenity space for nearby residents and also provide an alternative means of walking/biking to surrounding destinations, including the public parkland located west of Aldrich Elementary School along Arbors Drive and the school itself.

Staff recommends changing the Future Land Use Map designation to “Low Density Residential Use” and to adjust the “Greenways & Floodplain Use” to align better with the stream corridor with enough space for a future public trail. See below image for more reference. The exact area needed for the trail could be delineated on the preliminary plat for the Panther West development based on the topography and specific plans for the stormwater management. Maintaining the greenway along the edge of this development would ensure there is an adequate buffer from the floodplain area (north of subject property), which would align with the intent of the City’s Comprehensive Plan. The developer agrees with staff’s recommendation.



CURRENT ZONING

Currently, the subject property is in the R-1 Residence District and MU Mixed-Use Residential District. The purpose of the R-1 Residence District is to allow the development of low-density residential neighborhoods, including detached single-family dwellings, duplexes, and single-family bi-attached dwellings, and supporting institutional uses such as schools and churches.

The purpose of the MU Mixed Use Residential District is to accommodate integrated residential, and neighborhood commercial land uses on larger parcels to create viable, self-supporting neighborhood districts. The MU District strives to encourage innovative development that incorporates high-quality building design, careful site planning, and preservation of unique environmental features with an emphasis on the creation of open spaces and amenities that enhance the quality of life of residents in the district.

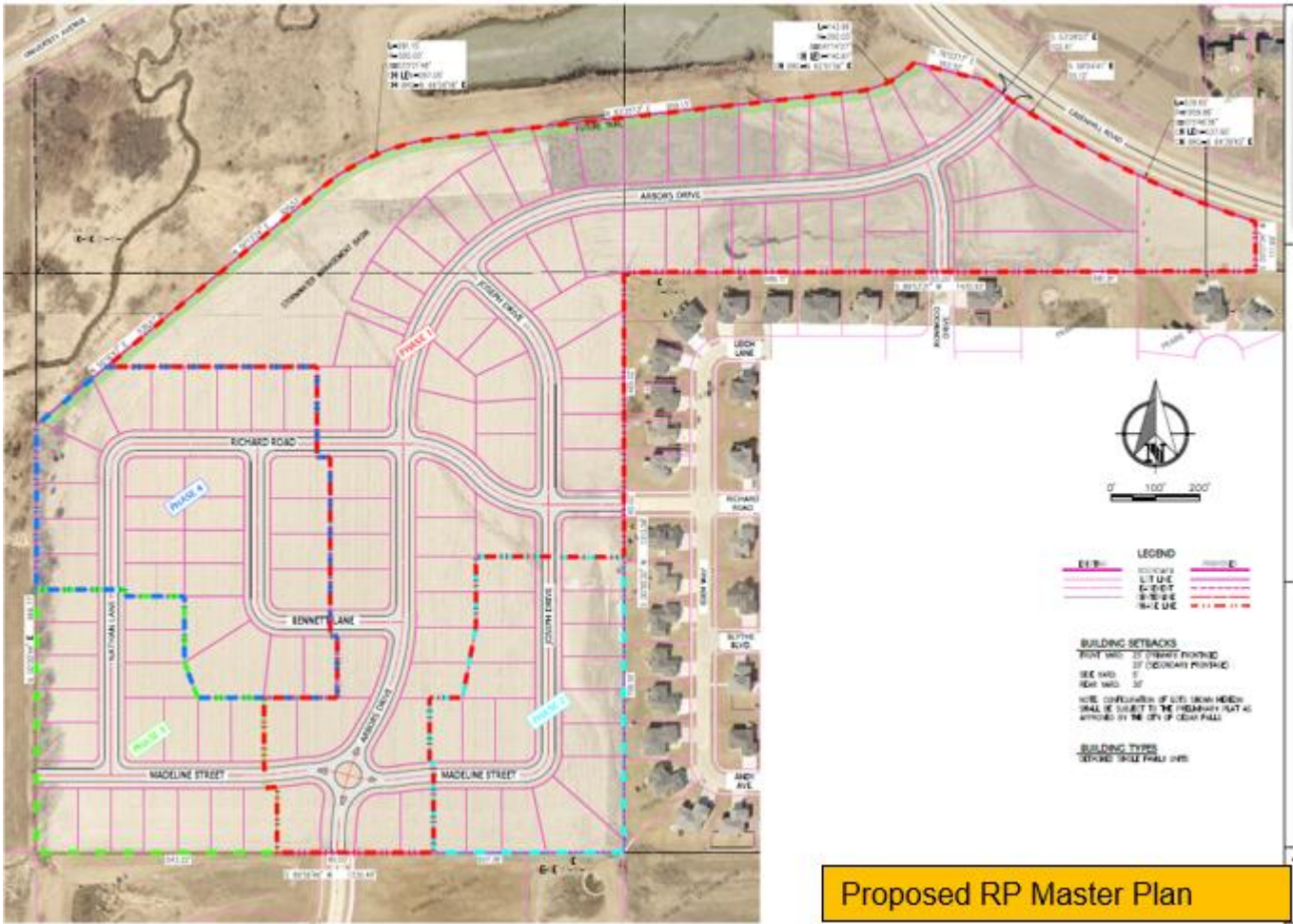
PROPOSED ZONING AND RP MASTER PLAN

The purpose of the RP Planned Residence District is to permit the establishment of multi-use and integrated-use residential developments and to provide for the orderly planned growth of residential developments in larger tracts of land. The RP District allows flexibility in the types of dwellings, lot sizes, building heights, and setbacks. However, to ensure that the area is developed in an orderly manner, provides for efficient traffic circulation between neighborhoods, and includes the necessary infrastructure to meet the needs of future residents, a master plan must be submitted with the rezoning, which is adopted with a developmental procedural agreement.

The applicant proposes an RP Master Plan that restricts the development to detached single family dwellings only, which will be developed in four phases. Staff notes that the lot lines shown on the RP Master Plan are for conceptual purposes only, as the exact configuration will be established with the preliminary plat once exact size and location of stormwater facilities, easements and necessary infrastructure is determined.

Street layout and connectivity:

The street layout is one of the most important aspects of the proposed master plan as it should demonstrate a well-connected street pattern with multiple, direct routes between neighborhood destinations with a phasing plan that ensures that critical street routes are completed first to reduce traffic congestion, encourage safe walking and biking, improve emergency access and response times, and allow for the timely provision of essential infrastructure. The Master Plan proposed by the applicant is shown below.



Proposed RP Master Plan

The proposed RP Master Plan illustrates that Arbors Drive will be extended northward to W. Greenhill Road. Richard Road will be extended westward into the proposed development and Ironwood Drive will be extended northward to connect to W. Greenhill Road. All these street extensions would allow both the proposed development and the adjacent development to east and south of the subject property with alternative routes to and from the development, which will distribute the traffic in the neighborhood and more importantly provide needed street connections to navigate between the subdivisions. Staff notes that the proposed extension of streets as noted above will address the missing critical connections for the surrounding land uses, provide distribution of traffic, and provide much needed accessibility to Aldrich Elementary School.

The proposed RP Master plan also shows that the Madeline Street will be extended westward from the Arbors Drive, providing a connection opportunity for future development of the area to the west of the subject property, with all city services being stubbed to the western boundary of the subject property. All these street extensions/connections are likely to take place as per the proposed phasing that is indicated on the submitted RP Master Plan for the subject property.

Phasing:

The proposed RP Master Plan indicates that the development will occur in four phases. With master planned development, it is important to think about phasing to ensure that critical street connections occur first to reduce traffic congestion and provide for the distribution of traffic to

area destinations and to ensure that all necessary infrastructure is in place to support the development.

The applicant's original proposal for phasing addressed two critical street connections in Phase 1 of the development: the extension of Arbors Drive and Ironwood Drive. Completion of these streets will create additional routes to Aldrich Elementary School and to other community destinations for area residents. However, at the November 8th Commission meeting, staff recommended adding the extension of Richard Road and all lots north of Richard Road in Phase 1 of the project. The extension of Richard Road to Arbors Drive will allow another route from the neighborhood to the east to the school. Connecting Richard Road in Phase 1 of the project would allow distribution of the traffic within the neighborhood and allow the possibility for students/parents within the neighborhood to walk/bike to the school.

The developer has now revised the phasing plan as per staff's recommendation as shown above. The updated RP Master Plan Amendment exhibit is attached in the packet for more reference. The applicant's proposed phasing plan now addresses three critical street connections in Phase 1 of the development: the extension of Arbors Drive, Richard Road, and Ironwood Drive as noted above in the staff report.

Lot Configuration and Setbacks:

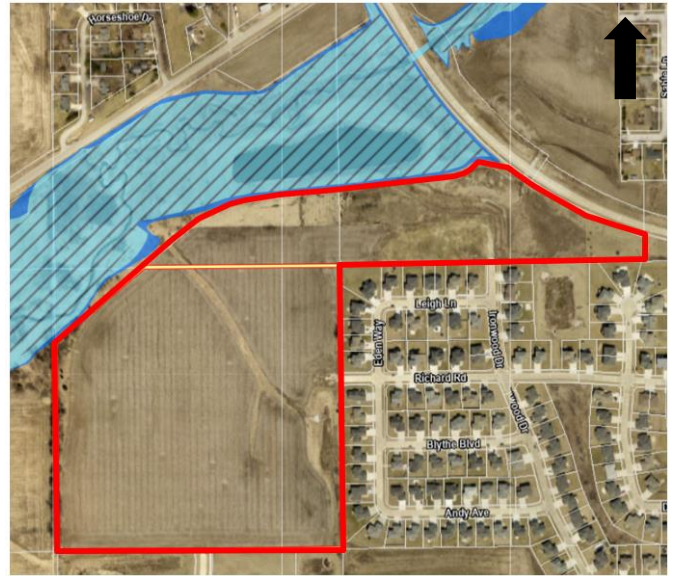
The applicant has indicated that the lots will generally follow the lot sizes allowed in the R-1 Residence District as generally illustrated on their proposed Master Plan. Setbacks equal to what is required in the R-4 Zoning District are required around the perimeter of the RP District. Therefore, where lots back up to the perimeter of the development, the setback is 30 feet to match the rear yard setback in the R-4 Zone. Where a side lot line abuts the perimeter of the development, the side setback standard in the R-4 District applies. Other setbacks standards are determined by the applicant.

In this case, the applicant is proposing front setbacks for all the detached single-family dwellings will be 25 feet. For corner lots the applicant is proposing a minimum of 25-foot primary frontage setback and a 20-foot setback along secondary street frontages. For clarity all streetside setbacks will be delineated with the preliminary plat. The applicant proposes minimum 5-foot side yard setbacks. The perimeter setbacks and other setback information will be shown in detail when a preliminary plat for the area is submitted.

Rezoning requests also involve evaluation of the other criteria:

ENVIRONMENTALLY SENSITIVE AREAS

The subject property borders the floodplain of Dry Run Creek. See the image to the right for reference. The floodway is indicated as a hashed area, the light blue color represents the boundary of the 100-year flood plain and the dark blue color represents the 500-year floodplain boundary. The property subject to this rezoning does not fall within the floodplain, but as noted above the greenway should be protected and considered as a scenic corridor suitable for trails and as a buffer between developed areas and critical natural areas.



ACCESS TO PUBLIC SERVICES

All City services including sanitary sewer, storm sewer, water, and gas are available to the adjacent property along the southern and easterly boundaries of the proposed development for the developer to extend to serve the proposed development. To further develop the land to the west of the proposed site, the necessary infrastructure including all city services will need to be extended to the western boundaries of this site.

The applicant will be providing a detailed stormwater management report and stormwater management plan for the proposed development with the preliminary plat.

ACCESS TO ADEQUATE STREET NETWORK

Development of the property under RP Zoning will be possible by extending Arbors Drive from the south up to W. Greenhill Road. To continue the street patterns from the adjacent subdivision to the east, the proposed development will allow the extension of Ironwood Drive northward, and Richard Road westward as noted above. And the extension of proposed Madeline Street westward from the Arbors Drive will provide development opportunity for the unplatted area west of the subject property as noted above.

The applicant will be providing a detailed traffic-impact study with the preliminary plat.

PUBLIC NOTICE

City staff mailed letters to the surrounding property owners notifying them of the land use map amendment and rezoning request on October 27, 2023.

Notice of the Planning and Zoning Commission Public Hearing was published in the Waterloo-Cedar Falls Courier on November 14, 2023 and notice of Council's hearing was published in the Waterloo-Cedar Falls Courier on June 6, 2024.

TECHNICAL COMMENTS

The City technical staff, including Cedar Falls Utilities, have no concerns about the proposed rezoning request. Staff notes that the RP Planned Residence district requires a developmental procedures agreement at the time of rezoning that spells out any condition or agreement about the proposed master plan and the land uses anticipated. This agreement must be finalized prior to the public hearing at the City Council. The signed development agreement has been submitted by the developer with the packet for review.

RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted land use map amendment (LU23-002) and the request to rezone the 54.79 acre of property located north of Aldrich Elementary School and south of W. Greenhill Road from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District (RZ23-003) as per staff's recommendation at their regular meeting on 21st November 2023 with a vote of 5 ayes and 0 nays. Staff also recommends approval of the case LU23-002 and RZ23-003 subject to compliance with submitted master plan and a development procedures agreement that includes the conditions noted in the staff report above.

PLANNING & ZONING COMMISSION

Introduction
11/8/2023 Acting Chair Hartley introduced the item and Mr. Atodaria provided background information. He explained that this is essentially two cases, a Land Use Map Amendment and a rezoning request. He provided a rendering of the area being discussed and discussed the changes that have taken place since 2016. He explained that the proposal is to rezone 54.79 acres of land from R-1 Residential District and MU Mixed Use Residential District to RP Planned Residential. It is also being requested to amend the Future Land Use Map in the City's Comprehensive Plan from "Neighborhood Commercial and Mixed Use" to "Greenways and Floodplain Use" and "Low Density Residential Use" to "Low Density Residential Use." He noted that the RP District requires the submittal of a Master Plan and Developmental Procedures Agreement.

Mr. Atodaria provided information regarding the different uses in the City's Comprehensive Plan. He provided analysis of the proposal, stating that the subject property may not be ideal for commercial uses with the presence of neighborhood serving commercial uses nearby. He also noted the need for more residential development in the community and that taking the entire portion of "Greenways and Floodplain Use" may not be acceptable as per the City's Comprehensive Plan and its significance.

Staff recommends changing the designation to "Low Density Residential Use" and adjusting the "Greenways and Floodplain Use" to align better with the stream corridor and enough space for a future public trail. They also recommend maintaining the greenway designation along the northern edge of this development. This will ensure an adequate buffer from the floodplain area.

With regard to zoning, the proposal is to rezone R-1 and MU to the RP District. Mr. Atodaria discussed the intended uses for the zoning and explained the benefits of changing the area to an RP District. He noted that the proposal is intended to restrict the development to detached single-family dwellings. The exact number of lots will be determined when the area is platted. He also provided information regarding the setbacks for the lots. The proposed plan would extend the existing critical connections into the proposed development. The street extensions will provide alternative routes and distribute traffic and much needed connections to West Greenhill Road and Aldrich Elementary School. The proposed Madeline Street will be extended westward to provide opportunity for future development. The proposed Master Plan would be done in four

phases, with two of the critical street connections, including Arbors Drive and Ironwood Drive, being addressed in Phase 1. Mr. Atodaria explained the staff recommendations for phasing and noted other evaluations for rezoning requests, pointing out that considerations include consideration of environmentally sensitive areas, access to public services and access to adequate street networks.

He explained that the technical comments provided include a Development Procedures Agreement that must be finalized prior to public hearing at City Council. Staff also recommended adding a Richard Road connection to Arbors Drive and all lots north of Richard Road in Phase I. Staff would also like to see a future public trail denoted along the northern edge of the subject property. The update to the Land Use Map Amendment exhibit should also reflect the recommended land use change to “Low Density Residential Use” and readjust “Greenways and Floodplain Use.”

Staff recommended setting a public hearing for November 21, 2023, to discuss the future land use map request and the rezoning request.

Kevin Fittro, petitioner, Panther Builders/Panther Farms, was available for questions. He noted that it is tough to plan ten years ahead and they would like to readjust for what is currently in the neighborhood.

Todd Coulter, 4605 Eden Way, stated that his concern is with the water in the easement behind his house. Mr. Weintraut explained that this will be addressed further when the property is platted to ensure that drainage is away from the adjoining properties.

Paul Smith, 2311 Andy Avenue, asked about the math for the acreage and asked about the meaning of RP zoning and if there will just be single-family homes, as it now. Mr. Atodaria explained that there is a small lot that will be added with the proposal and that is where the difference in the numbers come in. He also explained that the RP District allows any type of residential uses and at this time the developer is only planning to build single-family homes. Mr. Weintraut also explained that if there were to be any changes, they would have to come through the Commission again for another rezoning.

Don Forsythe, 4611 Eden Way, stated that they were told that when they built their home that the waterway would stay there permanently.

Ms. Crisman is happy that there is a plan to connect Ironwood Drive to Greenhill and that it will be a great improvement. She also stated that she knows that many neighbors have had concerns about water runoff and noted that Cedar Falls has very high standards for runoff and the City will hold the developer accountable.

Ms. Grybovych asked the developer to please consider meeting with the neighbors about any concerns.

Acting Chair Hartley asked staff to give a brief overview on runoff water regulations. Mr. Atodaria explained there was no engineering staff available for a more in-depth explanation, but that generally those things are taken care of when the platting for the development begins. As a general rule of thumb, whatever site is being developed, the site will have to provide their own detention area or stormwater management facility for the entire site. He noted that more specific details can be answered when the plat is being discussed at a later date at P&Z.

Ms. Crisman made a motion to set a public hearing. Ms. Alberhasky seconded the motion. The motion was approved unanimously with 6 ayes (Alberhasky, Crisman, Grybovych, Hartley, Moser and Stalnaker), and 0 nays.

considered for rezoning. The parcel had an approved MU Master Plan and a preliminary plat for a 14-acre parcel, but no work was done, so the plat expired, and the land remains unplatted. And the remaining 40-acres parcel is unplatted as well. The proposal requests rezoning 54.79 acres of land from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District. The request also includes an amendment to the Future Land Use Map in the City's Comprehensive Plan from "Neighborhood Commercial & Mixed Use," "Greenways and Floodplain Use" and "Low Density Residential Use" to "Low Density Residential Use." The RP District requires the submittal of a Master Plan and development procedures agreement.

Mr. Atodaria discussed the Land Use Map Amendment, noting that a rezoning can only be approved if it is consistent with the Comprehensive Plan. He explained the significance of the land uses in the Comprehensive Plan. The analysis showed that the subject property may not be ideal for having commercial uses with presence of neighborhood serving commercial uses nearby. He noted the need for more residential development in the community. However, he also noted that removing the entire portion of "Greenways and Floodplain Use" from the Future Land Use Map may not be acceptable as per the Comprehensive Plan. Staff recommends changing the land use map as noted and adjustment of the "Greenways and Floodplain Use" to align better with the stream corridor and leave enough space for a future public trail along the greenway/stream corridor. Maintaining the greenway designation along the northern edge of the development will ensure an adequate buffer from the floodplain area.

With regard to the zoning, the proposal is to rezone from R-1 and MU to RP District. He explained the allowed uses in those Districts and noted that the RP District allows more flexibility in the types of dwellings, lot sizes, building heights and setbacks. However, the applicant is proposing to restrict the development to detached single-family dwellings. The number of lots will be determined when platted. He discussed the setbacks and explained the proposed extension of existing critical connections. Street extensions will provide alternative routes and distribute the traffic to much needed connections to Greenhill Road and Aldrich Elementary School. Mr. Atodaria discussed phasing of the project and other factors considered for rezoning including reviewing if the proposed rezoning is in environmentally sensitive areas, the subject property has access to public services and adequate street network. Mr. Atodaria noted that a developmental procedures agreement must be finalized prior to public hearing at City Council. Staff recommend approval with any comments and directions specified by the Commission. He mentioned calls and communications regarding the project.

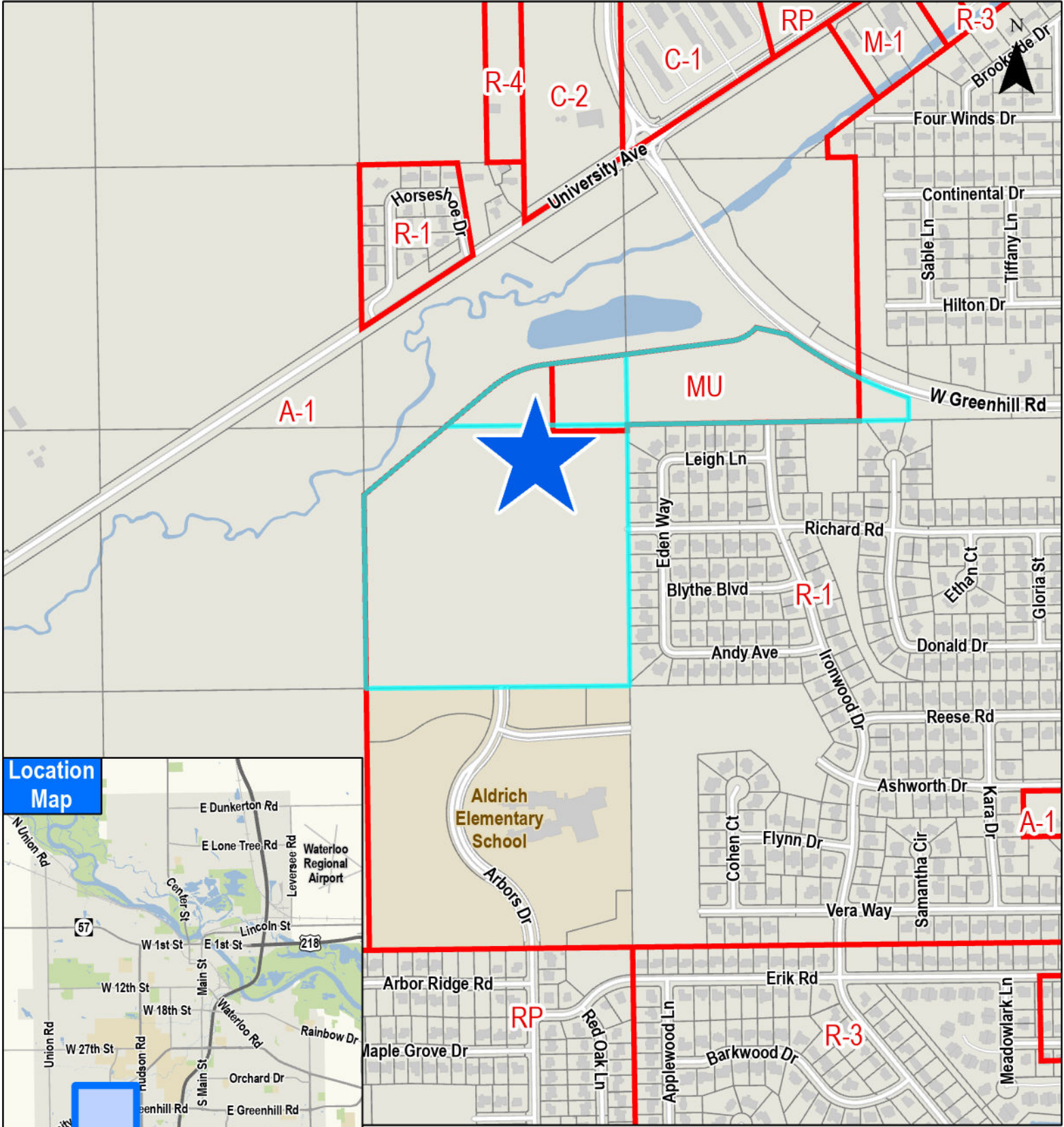
Kevin Fittro, Panther Builders, was present to answer any questions.

Ms. Crisman stated that this should help with any water issues as the land starts to be developed, and we have some strict rules on managing water run-off. Also, this development would allow connection to Greenhill Road for the neighborhood, thus benefitting them.

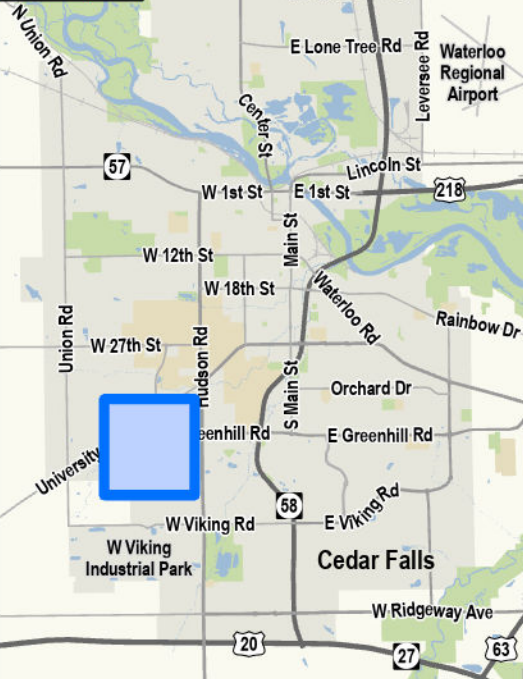
Ms. Crisman made a motion to approve the item. Ms. Moser seconded the motion. The motion was approved unanimously with 5 ayes (Alberhasky, Crisman, Hartley, Moser and Stalnaker), and 0 nays.

Cedar Falls City Council January 16, 2024

Item 5.



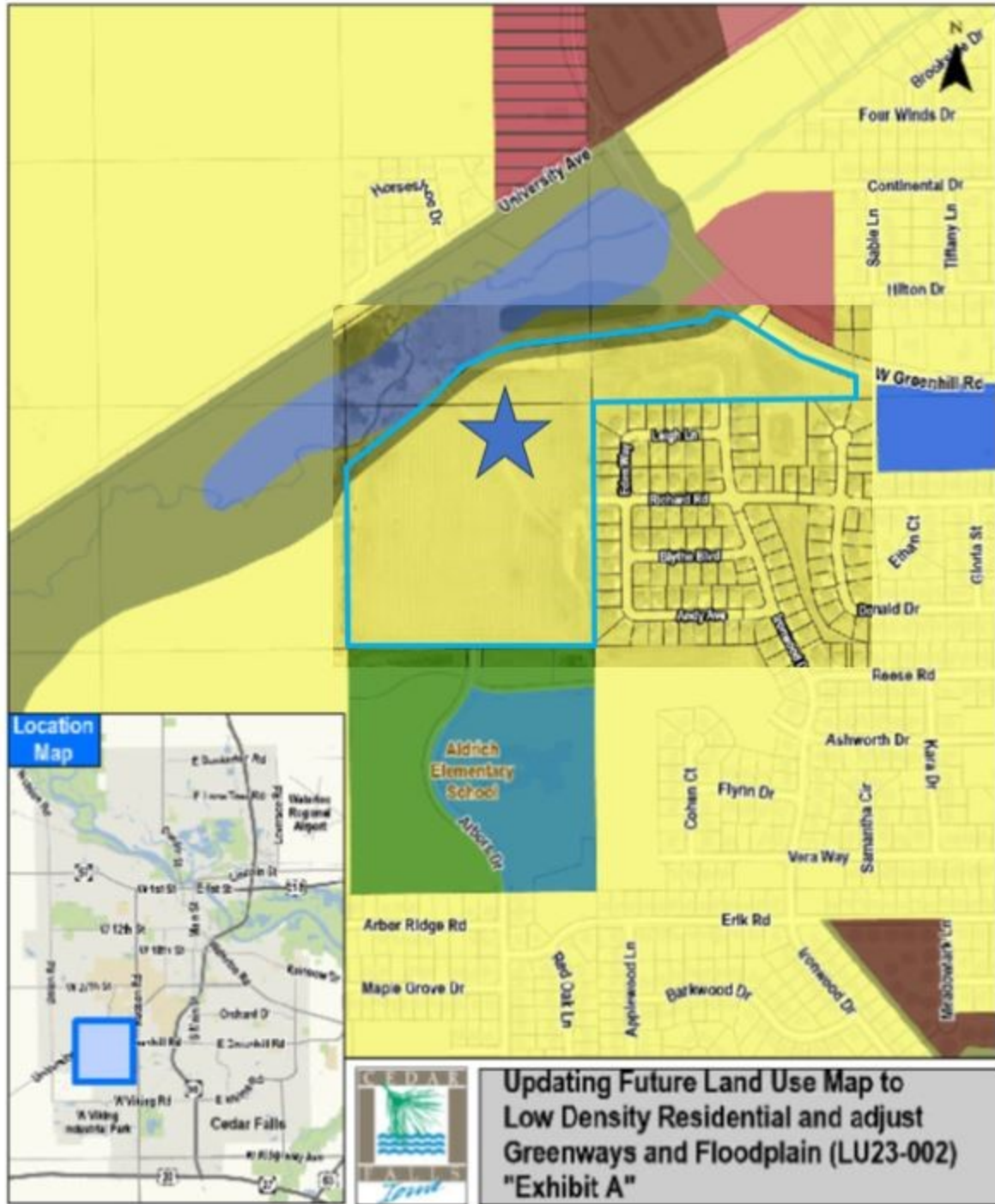
Location Map



LUMA and Rezoning request from R-1 and MU to RP for Panther West (54.79 acres) (LU23-002) (RZ23-003)

Cedar Falls City Council
January 16, 2024

Item 5.



RESOLUTION NO. _____

RESOLUTION AMENDING THE FUTURE LAND USE MAP, AN INTEGRAL PART OF THE CITY OF CEDAR FALLS COMPREHENSIVE PLAN, BY CHANGING THE DESIGNATION FOR CERTAIN PROPERTIES DESCRIBED HEREIN FROM “LOW DENSITY RESIDENTIAL” AND “NEIGHBORHOOD COMMERCIAL AND MIXED USE” AND “GREENWAYS AND FLOODPLAIN” TO “LOW DENSITY RESIDENTIAL” AND ADJUST “GREENWAYS AND FLOODPLAIN”

WHEREAS, the Future Land Use Map, an integral part of the City’s Comprehensive Plan, serves as a guide for future development; and

WHEREAS, the Planning and Zoning Commission of the City of Cedar Falls, Iowa, received a petition to amend the Future Land Use Map within the Comprehensive Plan from “Low Density Residential”, “Greenways and Floodplain” and “Neighborhood Commercial and Mixed Use,” to “Low Density Residential” and adjust “Greenways and Floodplain” for 54.79 acres of land located North of Aldrich Elementary School and South of W. Greenhill Road as illustrated on the attached Future Land Use Map, labeled Exhibit A; and

WHEREAS, the proposed amendment will allow the developer to proceed with the development of a residential subdivisions consisting of single-family dwellings consistent with surrounding low-density residential use; and

WHEREAS, based on these factors, the Planning and Zoning Commission has recommended approval of said change to the Future Land Use Map; and

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

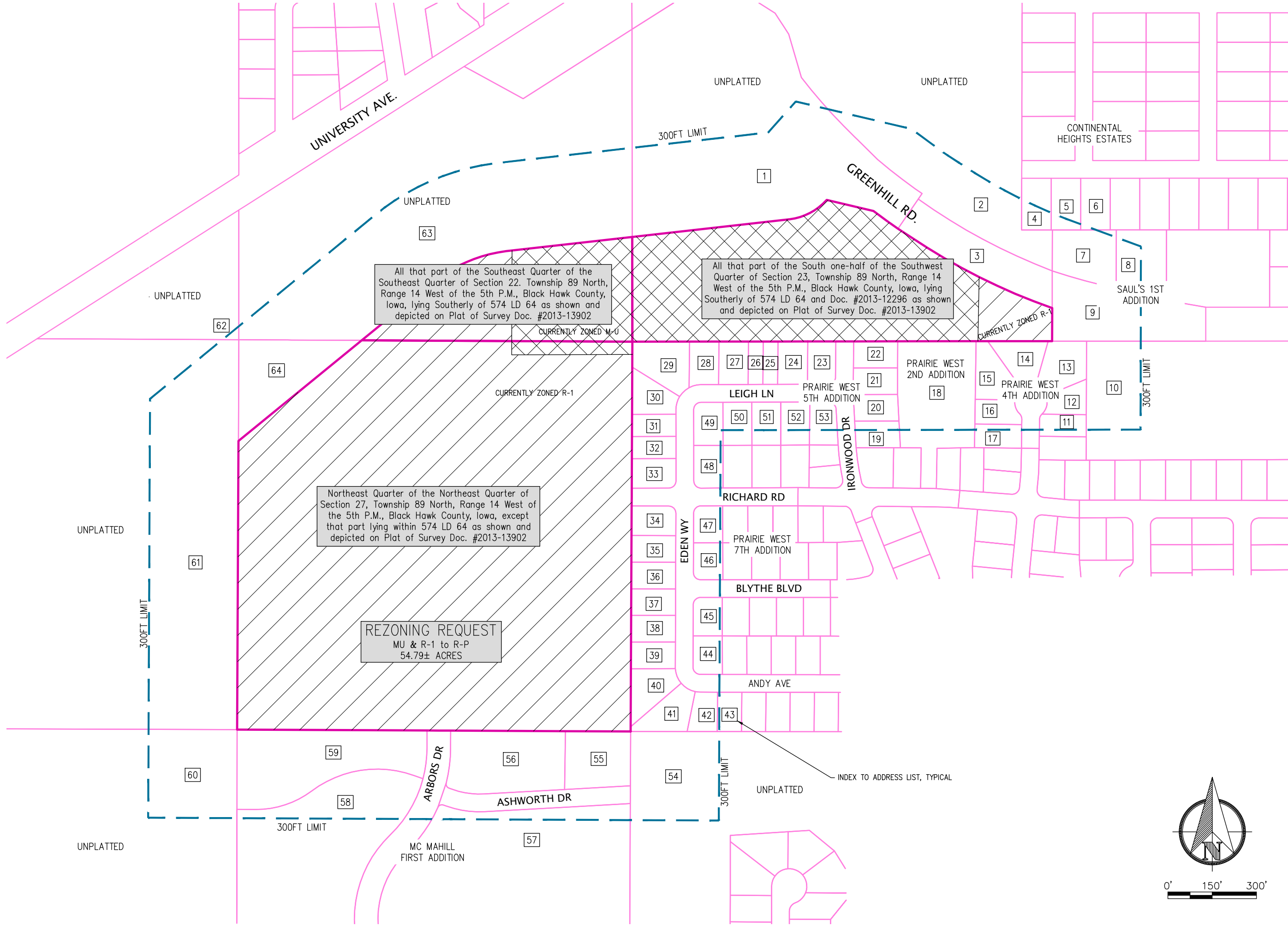
NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the Future Land Use Map is hereby amended to change the designation found on the City Schematic Future Land Use Map from “Low Density Residential”, “Greenways and Floodplain” and “Neighborhood Commercial and Mixed Use” to “Low Density Residential” and adjust “Greenways and Floodplain” as illustrated on the attached Exhibit A.

INTRODUCED AND ADOPTED this ____ day of _____, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



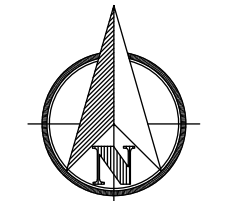
All that part of the Southeast Quarter of the Southeast Quarter of Section 22, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Southerly of 574 LD 64 as shown and depicted on Plat of Survey Doc. #2013-13902

All that part of the South one-half of the Southwest Quarter of Section 23, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Southerly of 574 LD 64 and Doc. #2013-12296 as shown and depicted on Plat of Survey Doc. #2013-13902

Northeast Quarter of the Northeast Quarter of Section 27, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part lying within 574 LD 64 as shown and depicted on Plat of Survey Doc. #2013-13902

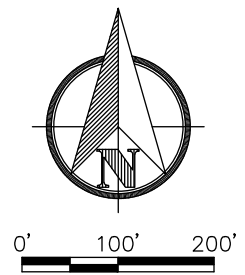
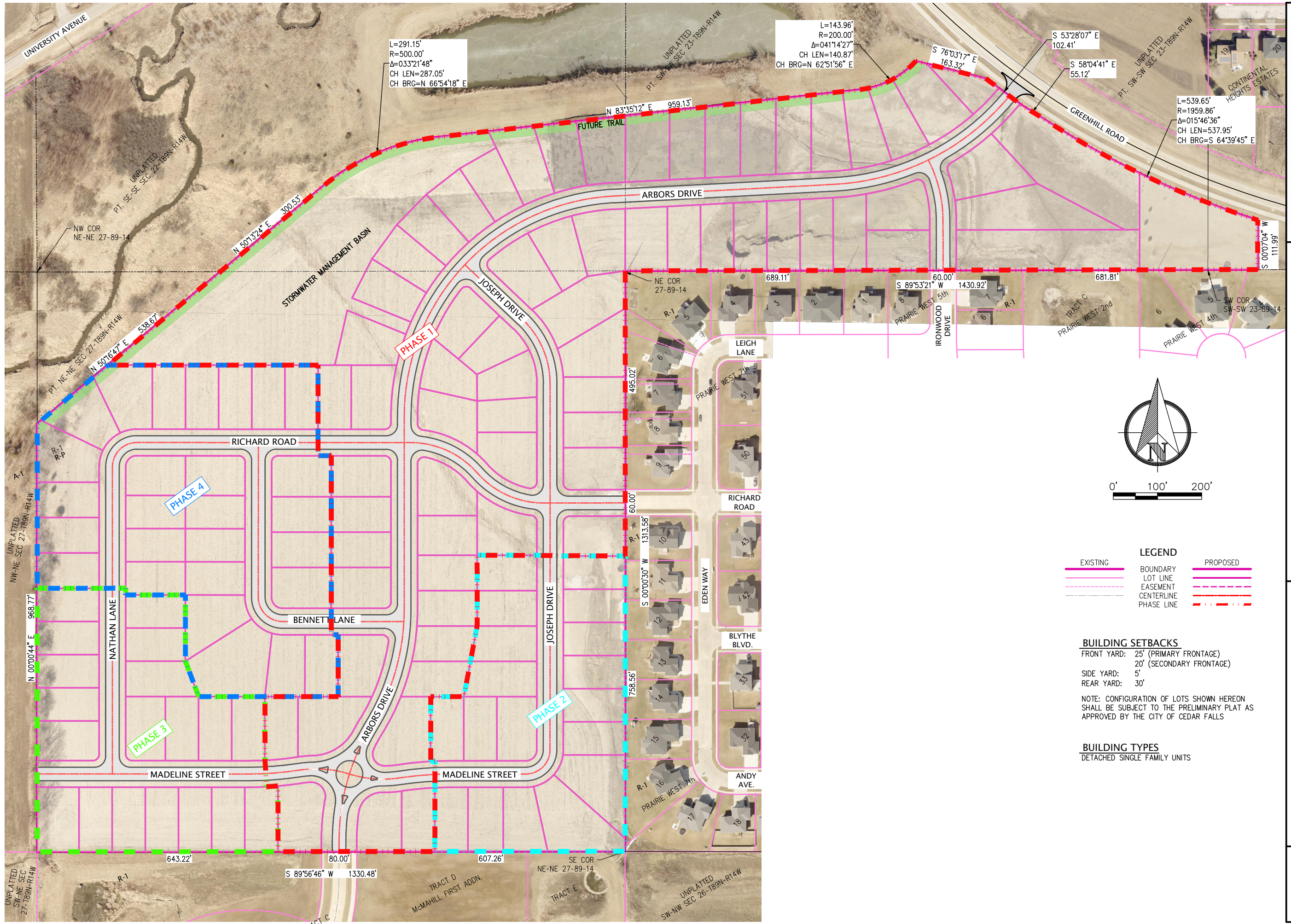
REZONING REQUEST
MU & R-1 to R-P
54.79± ACRES

INDEX TO ADDRESS LIST, TYPICAL



REZONING PLAT EXHIBIT
PANTHER WEST

PANTHER WEST
PN: 088
PANTHER BUILDERS
616 CLAY ST.
CEDAR FALLS, IA 50613



LEGEND

EXISTING	BOUNDARY	PROPOSED

BUILDING SETBACKS
 FRONT YARD: 25' (PRIMARY FRONTAGE)
 20' (SECONDARY FRONTAGE)
 SIDE YARD: 5'
 REAR YARD: 30'

NOTE: CONFIGURATION OF LOTS SHOWN HEREON SHALL BE SUBJECT TO THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF CEDAR FALLS

BUILDING TYPES
 DETACHED SINGLE FAMILY UNITS



DEVELOPMENT R-P MASTER PLAN

PANTHER WEST ADDITIONS

PANTHER FARMS, LLC
 PN: PROJECT #

**PLANNED RESIDENCE (RP) ZONING DISTRICT
DEVELOPMENTAL PROCEDURES AGREEMENT FOR PANTHER WEST**

This Development Procedures Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 2024, by and between the **City of Cedar Falls, Iowa** (the “**City**”) and **Panther Farms, LLC** (“**Developer**”), for the purpose of outlining procedures and conditions to be followed for the development of certain real estate (the “**Property**”) located north of Aldrich Elementary School and south of W. Greenhill Road, containing approximately 54.79 acres, being owned by the **Developer**, which is legally described as follows:

NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, EXCEPT THAT PART LYING WITHIN 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AND DOC. #2013-12296 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

RECITALS

WHEREAS, it is the desire of the **Developer** to rezone the Property from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District in Cedar Falls, Iowa; and

WHEREAS, the RP Planned Residence District allows mixed-use residential neighborhoods with flexibility in the types of dwellings, lots sizes, building heights, and setbacks through the submittal and approval of a master plan and developmental procedures agreement that outlines any specific conditions pertaining to the development, any timing and phasing of the project, and other details as necessary; and

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

WHEREAS, the Planning and Zoning Commission has recommended approval of the rezoning for development in accordance with the submitted master plan;

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

1. In General:
 - a) The **Property** will be developed according to the Master Plan, attached hereto, and incorporated herein as Exhibit A.
 - b) The development will consist of single-family dwellings.
2. Phasing:
 - a) The **Property** shall be developed in four phases as outlined in Exhibit A.
3. Setbacks:
 - b) All lots will be developed with a minimum front-yard setback of 25 feet except for corner lots, which shall have minimum front-yard setbacks of 25 feet along one street frontage and 20 feet along the other street frontage, as delineated on the subdivision plat.
 - c) All lots will maintain a minimum side-yard setback of 5 feet and rear-yard setback of 30 feet.
 - d) Setbacks around the perimeter of the RP District shall be delineated on the subdivision plat and shall comply with the setback standards for single-unit dwellings in the R4 Zoning District.
4. Provision for future public trail
 - a) The **Developer** shall establish a minimum 20-foot-wide outlot on the subdivision plat for the Property that extends along the entire edge of the Property abutting the Dry Run Creek stream corridor to be dedicated to the City for a future public trail, in the general location shown on Exhibit A. The specific location and alignment of said outlot shall be determined with the preliminary plat.
 - b) Said outlot shall be graded and seeded according to City requirements prior to conveyance to the **City** for a future public trail. The **City** shall be responsible for constructing the trail at such time as funding is available.
5. Driveway access
 - a) No direct driveway access shall be allowed on W. Greenhill Road.
 - b) Driveway curb cuts shall be spaced a minimum of 75 feet from any street intersection, as specified in the Iowa Statewide Urban Design and Specifications (“SUDAS”)
6. Subdivision Plats
 - a) Prior to development, the **Developer** shall provide a preliminary subdivision plat for the entirety of the Property and a final subdivision plat for each phase of the development consistent with the RP Master Plan (Exhibit A) and the provisions of this Agreement.
7. Successors and Assigns
 - a) The foregoing conditions shall be binding upon the Developer, its successors and assigns and shall apply to the above-described Property and shall run with the land.
8. Amendment/Approval
 - a) Any amendment to this **Agreement** shall be in writing, signed by both parties, and is subject to approval by the City Council of the City of Cedar Falls, Iowa.

THE CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

Panther Farms, LLC, Developer

By:  _____
Brent Dahlstrom, Member

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 54.79 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE MU, MIXED USE RESIDENTIAL DISTRICT AND R-1 RESIDENCE DISTRICT AND ADDING IT TO THE RP, PLANNED RESIDENCE DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 54.79 acres of property from MU, Mixed Use Residential District and R-1 Residence District to RP, Planned Residence District, more specifically described below; and

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

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

WHEREAS, a RP master plan has been submitted with the rezoning application (case #RZ23-003), the principles and provisions of which will be incorporated into a developmental procedures agreement between the City and owners of the property, which will be considered for adoption in a separate action by resolution concurrent with this rezoning; and

WHEREAS, said developmental procedures agreement outlines the provision for a minimum 20-foot-wide outlot for a future public trail, building setbacks for future lots, restricts direct driveway access off W. Greenhill Road, restricts development to detached single-family dwellings; and

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

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

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

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

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

Section 1. That the following described real estate, be and the same is hereby removed from the MU, Mixed Use Residential District and R-1 Residence District added to the RP, Planned Residence District:

Legal Description:

NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, EXCEPT THAT PART LYING WITHIN 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AND DOC. #2013-12296 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

Containing 54.79 Acres

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

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Daniel Laudick, Mayor

Kim Kerr, CMC, City Clerk



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 16th, 2024

SUBJECT: 2024 CDBG Sanitary Sewer Rehabilitation Project
 City Project Number: SA-000-3325
 Public Hearing

Submitted within for City Council approval are the Specifications and Estimate of Costs and Quantities for the 2024 CDBG Sanitary Sewer Rehabilitation Project.

This project consists of installing a cured in place liner within the existing 8-inch diameter sewer lines in selected areas of the City. The total project involves approximately 2,873 linear feet and 66 sewer service taps.

The total estimated cost for the construction of this project is \$141,109.00. The project will be funded by Community Development Block Grant (CDBG) and Sewer Rental Funds (SRF).

The Engineering Division of the Public Works Department recommends approving the Specifications and Estimate of Costs and Quantities for the 2024 CDBG Sanitary Sewer Rehabilitation Project.

xc: David Wicke, P.E., City Engineer
 Chase Schrage, Director of Public Works
 Tyler Griffin, Water Reclamation Manager

**PROJECT SPECIFICATIONS
FOR
2024 CDBG SANITARY SEWER
REHABILITATION PROJECT
PROJECT No. SA-000-3325**

Cedar Falls, Iowa


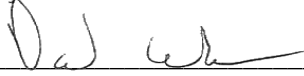
ENGINEER'S CERTIFICATION	
	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed professional engineer under the laws of the State of Iowa.</p> <p> Date: <u>12/21/2023</u></p> <p>Iowa License No. 25684 My license renewal date is December 31st, 2024.</p> <p>Pages or sheets covered by this seal: <u>All</u></p>

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DIVISION 3 – Standard Specifications

The City of Cedar Falls has adopted the 2023 edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS) as the City’s Standard Specification.

This “Standard Specification” is amended by the City of Cedar Falls’ 2023 Supplemental Specifications to the 2023 edition of the Iowa “Statewide Urban Design and Specifications” (SUDAS).

Links to both documents can be found on the City’s website at:
www.cedarfalls.com/designstandards

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 - c. Labor Standards Addendum
 - d. Required Contract Language and Provisions
- C. Project Sign Board (1 Page)

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE
2024 CDBG SANITARY SEWER REHABILITATION PROJECT
IN THE CITY OF CEDAR FALLS, IOWA**

TO ALL TAXPAYERS OF THE CITY OF CEDAR FALLS, IOWA, AND OTHER PERSONS INTERESTED:

Public notice is hereby given that the City Council of the City of Cedar Falls, Iowa, will conduct a Public Hearing on Plans, Specifications, Form of Contract, and Estimate of Cost for the construction of the 2024 CDBG Sanitary Sewer Rehabilitation Project in said City at 7:00 p.m. on the 16th day of January 2024, said meeting to be held in the Council Chambers in the City Hall in said City.

Said Plans, Specifications, and Form of Contract are now on file in the office of the City Clerk in the City Hall in Cedar Falls, Iowa, and may be inspected by any persons interested.

Any person interested may appear at said meeting of the City Council for the purpose of making objections to said Plans, Specifications or Contract or the cost of making said improvement.

This notice given by order of the City Council of the City of Cedar Falls, Iowa.

City of Cedar Falls, Iowa

By: _____
Kim Kerr, CMC
City Clerk

NOTICE TO BIDDERS 2024 CDBG SANITARY SEWER REHABILITATION PROJECT IN THE CITY OF CEDAR FALLS, IOWA

Time and Place for Filing Electronic Proposals: Electronic proposals will be received for 2024 CDBG Sanitary Sewer Rehabilitation Project online on QuestCDN until 10:00 a.m. on the 19th day of January 2024.

Time and Place Electronic Proposals will be Opened and Considered: Electronic proposals will be opened and read online at 10:00 a.m. on the 19th day of January 2024 for consideration by the City of Cedar Falls City Council at its meeting at 7:00 p.m. on the 5th day of February 2024 or at such later time and place as may be fixed. The City of Cedar Falls reserves the right to reject any and all proposals including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids.

Time for Commencement and Completion of Work: The work under the proposed contract shall commence within ten (10) calendar weeks after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. The project must be completed by March 27th, 2024.

Bid Security: Each Form of Proposal shall be accompanied by a proposal guaranty in QuestCDN as defined in Division 1 Section 05.

Contract Documents: The contract documents are available at www.cedarfalls.com/QuestCDN and www.questCDN.com. This contract is QuestCDN project number 8891383. A contractor may view the contract documents at no cost prior to deciding to become a Planholder. To be considered a Planholder for bids, a contractor must register with QuestCDN.com. Registering as a planholder is recommended for all prime contractors and subcontractors as Planholders will receive automatic notice of addenda and other contract document updates via QuestCDN. Contact QuestCDN Customer Support at (952)233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Bids will only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the Planholder list through QuestCDN for bids to be accepted.

Downloading electronic contract documents is strongly encouraged, but hard copies of the project documents may be obtained from the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 at no cost. Those desiring to obtain hard copies must make an appointment to pick up the documents by calling 319-268-5161 and ask for Melissa Malone. No drop-ins will be allowed.

Below is a link to the televised sanitary sewer line videos and reports.

https://cityofcedarfalls.sharepoint.com/:f:/s/CedarFallsEngineering-PublicAccess/ErM7EEq4ljhKjX_g3GU7mzsBrG-QifzN0St7P34ik1-fw?e=yldfAX

If any prospective bidder is in doubt as the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Water Reclamation Manager or Engineer, in writing, through email. Questions received less than five (5) days prior to the date for opening bids may not be answered.

Contact individual(s) are as follows:

Tyler Griffin

tyler.griffin@cedarfalls.com

(319) 273-8633
Water Reclamation Manager

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Preference for Iowa Products and Labor: The Contractor shall give preference to Iowa domestic labor in the construction or building of such public improvement or works in accordance with Section 73 of the Code of Iowa.

Sales Tax: Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment to be used in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Iowa Code Sections 423.2 and 423.45.

CDBG Funded: This project is being funded in part by Community Development Block Grant (CDBG) dollars originating from the United States Department of Housing and Urban Development (HUD). Therefore, this project is subject to federal labor standard requirements, including Davis Bacon-Act (federal prevailing wage requirements for laborers and mechanics on site) and HUD Section 3 Hiring (low-income persons employment) provisions. Bidders should submit completed and signed "Intent to Comply with Section 3 Requirements" form as part of their bid documentation. The Intent to Comply form as well as details on other federal requirements, including prevailing wage rates, are included in the Specifications.

Section 3 Language for Procurement Documents:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in

violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 3 Businesses are encouraged to respond to this proposal. A Section 3 business is a business that is:

51% owned by Section 3 residents*

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents*

Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Project Description: This work shall consist of furnishing and installing a cured in place liner within existing 8-inch diameter sewer lines in selected areas of the city and in accordance with the contract documents. Total project involves approximately 2,873 linear feet and 66 service taps. A complete list of sewers to be rehabilitated and TV inspection reports for most lines are available. Contractors may wish to perform their own evaluation prior to the bid.

Published upon order of the City Council of Cedar Falls, Iowa.

CITY OF CEDAR FALLS, IOWA

BY: _____
Kim Kerr, CMC
City Clerk

DIVISION I – Instruction to Bidders

The work comprising the 2024 CDBG Sanitary Sewer Rehabilitation Project shall be constructed in accordance with the 2023 edition of the Iowa “SUDAS” and as further modified by the City of Cedar Falls’ 2023 Supplemental Specifications and the special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications.

Before submitting your bid, please review the requirements of “Division One, General Provisions and Covenants”, in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Please be certain that all documents have been completed properly; as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

01 Definition & Terms

Add the following to Standard Specification Section 1010 – 1.03:

Code of Iowa: The latest edition of the Code of Iowa

Engineer: The City Engineer of Cedar Falls, Iowa or an authorized representative.

Project Manager: The Water Reclamation Manager of Cedar Falls, Iowa or an authorized representative.

Owner: The City of Cedar Falls, Iowa acting through its City Council.

Project: 2024 CDBG Sanitary Sewer Rehabilitation Project; Project No. SA-000-3325

02 Qualification of the Bidder

Add the following to Standard Specification Section 1020 – 1.01:

To demonstrate bidder’s qualifications to perform the work, within five days of the Owners 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; 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 bankruptcy; 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 the 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 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.

03 Contents of the Proposal Forms

Add the following to Standard Specification Section 1020 – 1.02:

Plans, specifications, and proposal forms may be obtained electronically online with QuestCDN, project number 8891383 Plans, specifications, and proposal forms have been approved by the City Council and are now on file for public examination in the office of the City Clerk.

Downloading electronic contract documents is strongly encouraged, but hard copies of the project documents may be obtained from the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 at no cost. Those desiring to obtain hard copies must make an appointment to pick up the documents by calling 319-268-5161 and ask for Melissa Malone. No drop-ins will be allowed.

Below is a link to the televised sanitary sewer line videos and reports.

https://cityofcedarfalls.sharepoint.com/:f:/s/CedarFallsEngineering-PublicAccess/ErM7EEq4ljhKjX_g3GU7mzsBrG-QifzN0St7P34ik1-fw?e=yldfAX

04 Taxes

Add the following to Standard Specification Section 1020 – 1.08:

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials, supplies or equipment in the performance of this project. Products utilized in the construction of this project will be exempt from tax as provided by Code of Iowa Sections 423.2 and 423.45.

05 Submission of the Proposal, Identity of Bidder & Bid Security

Add the following to Standard Specification Section 1020 – 1.12:

The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa

or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City Clerk of the City of Cedar Falls”.

“Miscellaneous Bank checks”, as well as “Money Orders” and “Traveler’s Checks” issued by persons, firms or corporations licensed under Code of Iowa Chapter 533B are not acceptable bid security.

The bid shall be submitted on the Form of Proposal included herewith or on a computer printed proposal. All entries on this proposal shall be filled in ink, typed or computer printed. The bidder shall not alter the quantity, unit price, or the extension that has been provided for items that have been predetermined by the contracting authority.

If the proposal is computer generated, the bidder shall submit a form titled as “Form of Proposal,” followed by: the project name, project number, the City of Cedar Falls, Iowa and the bidder's name. The form shall then include the item numbers, item descriptions, and units and their quantities. The bidder shall specify a unit price in figures of dollars and cents for all pay items, the extensions for the respective unit prices and quantities in figures in a column provided for the purpose, and the total amount of the proposal obtained by adding the amounts of the several items. The form shall then conclude with the bidder's name, that of its representative and the representative's signature.

The computer-generated proposal then is to be attached to the Form of Proposal included herewith, which has the following entries completed: bid security sum and form, the name of the bidder and its official address, and the bidder's representative's name, signature, and title. Also the total bid shall be completed with the entry of "see attached."

The Proposal shall be submitted on QuestCDN project number 8891383 separate from the Bid Security, Bidder Status Form, and the Non-Collusion Affidavit.

**FORM OF PROPOSAL
 2024 CDBG SANITARY SEWER REHABILITATION PROJECT
 CITY OF CEDAR FALLS, IOWA
 PROJECT NO. SA-000-3325**

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

The undersigned hereby certifies that _____ have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2024 CDBG SANITARY SEWER REHABILITATION PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

Item No.	Item Code	Description	Item Quantity and Units	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
1	4050-108-A-0	Pipe Lining, 8 Inch	2,873 LF				
2	4050-108-B-0	Building Sanitary Sewer Service Reconnection	66 Each				
3	4050-108-B-0	Grouting Service Laterals	66 Each				
4	11020-108-A-0	Mobilization	1 LS				
Total Bid							

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

in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

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

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

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

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

The bidder has received the following Addendum or Addenda:

Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

The bidder has filled in all blanks on this Proposal.

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

By _____

Official Address _____

Title _____

BID BOND
PROJECT NO. SA-000-3325

KNOW ALL MEN BY THESE PRESENTS, that we, _____,
_____, as Principal, and _____
as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee, hereinafter called "OBLIGEE," in the
penal sum of _____ Dollars (\$_____) lawful money of the United
States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators,
and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying
bid dated the _____ day of _____, 20____, for
_____.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Obligee in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 20_____.

Principal (Seal)

By _____ (Title)

Witness

Surety (Seal)

By _____
Attorney-in-fact

Witness

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
PROJECT NO. SA-000-3325

STATE OF _____
 _____ ss

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

(1) We are _____ of _____
 (owner, partner, officer, representative, or agent)

_____, the Bidder that has submitted the attached bid:

(2) We are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Cedar Falls, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

 Signed

 Title

Subscribed and sworn to before me.

this _____ day of _____, 20_____

 Title

My Commission expires _____.

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2024, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and _____ of _____, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment and construct the public improvement consisting of: 2024 CDBG SANITARY SEWER REHABILITATION PROJECT; PROJECT NO. SA-000-3325 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 18th day of December, 2023 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

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

The following parts of the Plans and Specifications for said 2024 CDBG SANITARY SEWER REHABILITATION PROJECT attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

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

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

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

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

Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Daniel Laudick, Mayor City of Cedar Falls

Attest: _____
Kim Kerr, CMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal” and _____ as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2024, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

2024 CDBG SANITARY SEWER REHABILITATION PROJECT PROJECT No. SA-000-3325

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project No. SA-000-3325

Witness our hands, in triplicate, this _____ day of _____, 2024.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

Printed Name of Agent

By: _____
Signature

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

FORM APPROVED BY:

Company Address

Attorney for Owner

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

DIVISION 2 – Special Provisions

Special Provisions are intended to amend or supplement the General Provisions and Covenants of the “SUDAS” Standard Specifications. All sections that are not amended or supplemented remain in full force and effect.

01 Award of Contract

Add the following to Standard Specification Section 1030 – 1.03:

The lowest responsive bidder will be required to furnish a performance, payment, and maintenance bond in the sum equal to one hundred (100%) percent of the total bid. The maintenance bond shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Cedar Falls.

02 Availability of Site

Add the following to Standard Specification Section 1050 – 1.04:

During construction of this project, the Contractor will be required to coordinate all work operations with the Department of Community development, City project contractors, and / or others involved with, but not limited to, the following events:

- 1) Public Works garbage collection operations
- 2) Public Works snow clearing operations
- 2) Cedar Falls Util. Co. electrical, communications, gas & water main projects

03 Subletting or Assignment of Contract

Add the following to Standard Specification Section 1080 – 1.01:

The Contractor's own organization shall perform work amounting to not less than fifty (50%) percent of the total contract cost unless otherwise specified. An item designated as a specialty item may be performed by subcontract, and the cost of any such specialty item as performed by subcontract may be deducted from the total cost before computing the amount of work required by the Contractor's organization.

04 Contract Time

Add the following to Standard Specification Section 1080 – 1.02:

The work under the proposed contract shall commence within ten (10) calendar weeks after the date set forth in the written Notice to Proceed and shall be performed regularly and diligently throughout the duration of the project. There is no specified number of allotted working days for this contract; however, much of this work is in conjunction with street reconstruction or resurfacing. To minimize conflicts, and avoid encountering a situation that may require a possible spot repair under a newly laid street, Contractor should plan to finish by March 27th, 2024

05 Weekly Record of Working Days

Add the following to Standard Specification Section 1080 – 1.06:

Work shall not begin before 7:00 a.m. and shall stop at sunset.

06 Liquidated Damages

Add the following to Standard Specification Section 1080 – 1.12:

Liquidated damages in the amount of \$1,000 dollars per working day will be assessed for each working day that the work remains uncompleted after the expiration of the contract time.

07 Progress Payments

Add the following to Standard Specification Section 1090 – 1.01:

Pay estimates will be submitted to the City Council for approval on the first (1st) and third (3rd) Mondays of each month.

Payment for the work may be made in three parts, if requested by the Contractor. The Contractor may request from the Owner a progress payment when the job is 33% complete and another when the job is 66% complete. Final payment will be made upon satisfactory completion of this contract. Payment will be in accordance with the prices set forth in the proposal for the quantity of work performed. This shall include any additional expenses preapproved by the Owner.

Before final payment is made, the Contractor shall furnish vouchers showing that all subcontractors and all persons furnishing labor and materials have been fully paid for such materials and labor and that the City may retain ten (10) percent of the project cost from the last payment for a period of ninety (90) calendar days following such completion and approval, unless satisfied that material and laborers have been paid for in full.

08 Pollution Prevention Plan

1. Project Description

This work shall consist furnishing and installing a cured in place liner within existing 8 inch

diameter sewer lines in selected areas of the city and in accordance with the contract documents. Total project involves approximately 2,873 feet of lining and 66 service taps. This project encompasses multiple locations within the city.

2. Erosion and Sediment Controls

All contractors and subcontractors operating on the site shall take efforts to prevent contamination of storm water runoff, groundwater, and soils by hazardous material and / or pollutants caused by their operations or encountered in their work. All waste materials and supplies must be removed from the site(s). If construction equipment maintenance or repair is performed on any site, provisions must be made to capture and remove any lubricants or other fluids.

The Contractor shall notify the Owner immediately upon finding a hazardous material contamination either existing at the site or caused by construction activities.

The Contractor and every Subcontractor shall be responsible to the Owner to:

1. Execute Contractor's part of the pollution prevention plan as described.
2. Conduct all work activities to not damage an existing erosion control measure or stabilizing vegetation. If damages occur, the Contractor shall make repairs with no additional cost to the Owner.
3. Coordinate with the Owner for installation of additional erosion control measures that may be needed during construction.

3. Certification Statement

N.P.D.E.S. CERTIFICATION

The contractor certifies under penalty of law that they understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by signing and entering into contract for this work, the contractor understands that they are becoming a co-permittee, along with the owner(s) and other contractors and subcontractors, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the identified site. As co-permittee, the contractor understands that they and their company are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the Storm Pollution Prevention Plan developed under this NPDES permit and the terms of this NPDES permit.

09 METHOD OF MEASUREMENT

The Engineer will measure the items of work that have been acceptably constructed as specified in the contract documents for the 2024 CDBG SANITARY SEWER REHABILITATION PROJECT in accordance with the 2023 edition of the Iowa "Statewide Urban Design and Specifications" (SUDAS) for public improvements and as further modified by the City of Cedar Falls' 2023 Supplemental Specifications, except as amended or supplemented as follows:

Item No. 3 – Grouting Service Laterals

The number of grouting service laterals will be measured on a per each location basis.

10 BASIS OF PAYMENT

Payment for the items listed in the Method of Measurement will be determined by multiplying the item quantity (as determined in the Method of Measurement) by the unit price as bid on the proposal form in accordance with the 2023 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS) as amended by the City of Cedar Falls' 2023 Supplemental Specifications to the 2023 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS), except as amended or supplemented as follows:

Item No. 3 – Grouting Service Laterals

The Contractor will be paid the contract unit price per each measured.

DIVISION 4 - SUPPLEMENTAL PLANS AND SPECIFICATIONS

All work shall be constructed as specified in the Contract documents for the 2024 CDBG SANITARY SEWER REHABILITATION PROJECT in accordance with the 2023 Edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS) as amended by the City of Cedar Falls' 2023 Supplemental Specifications to the 2023 edition of the Iowa "STATEWIDE URBAN DESIGN AND SPECIFICATIONS" (SUDAS), except as amended or supplemented as follows:

Item No. 1 – Pipe Lining, 8 Inch

Traffic control as per I.D.O.T. Specification Section 2528.12 shall be incidental to bid items. Any preparatory work, including cleaning, televising and protruding tap removal, along with any necessary bypassing of sewage shall be incidental the bid items. The cleanup of the work site is incidental to the bid items including maintenance of surfaces such as paving, seeding, sodding and graveling, as needed, if damaged.

Follow SUDAS 4050, 2.03 for Cured-In-Place Pipe (CIPP) Main Lining specifications. Follow guidance from ASTM F1216 with regards to gravity pipe conditions.

Water-tight end seals are required. Sealing is incidental to lining. The Contractor is responsible for using one or more of the following methods to achieve a watertight seal at both ends of the liner:

1. Install gasketed stainless steel bands (LMK or pre-approved equal) inside each end of the host pipe prior to lining. This method shall be the only acceptable method for pipes 18" or larger in diameter, or those subject to hydrostatic pressure (ground water table) at any time of the year.
2. Apply a hydrophilic sealing material (Hydrotite or pre-approved equal) 360 degrees inside the circumference of the host pipe at each end.
3. Chemical pressure grout between the exterior of the pipe and annulus of the liner after lining at the manhole.

The Contractor shall provide liner "coupon" specimens for testing to the Owner after installation. The Owner will pay all expenses for the testing of these specimens. The cost of retests made necessary by the failure of the samples of specimens to meet the specified requirements shall be paid for by the Contractor. Any liner installed failing this test shall be replaced at the Contractor's expense.

The Contractor shall furnish a general purpose felt/unsaturated polyester resin and catalyst system that meets ASTM Test Procedures D-638 and D-790 and the finished formed physical strengths specified herein. The Formed liner shall conform to the minimum structural standards as listed below:

Physical Characteristics	Test Procedure	Pipe Material Felt/Resin
Tensile Strength	ASTM D-638	3000 psi
Tensile Modulus	ASTM D-638	300000 psi

If, due to broken or offset pipe at the manhole wall, the pipe liner fails to make a tight seal, the Contractor shall apply a seal at that point. The seal shall be of a resin mixture compatible with the liner pipe material.

After insertion is completed, the Contractor shall supply suitable heat source equipment. The equipment shall be capable of delivering the appropriate heat source through the lining section to uniformly raise the temperature to effect forming of the cured-in-place liner. This temperature shall be determined by the system employed.

Any steam for processing shall utilize monitoring methods and forming period as recommended by the liner manufacturer. If water is utilized, the water temperature in the line during the forming period shall be as recommended by the liner manufacturer.

If the liner fails to form, the Contractor shall remove the failed liner and replace it with a new liner. This work shall be performed without additional cost to Owner.

Any defects which will affect in the foreseeable future or warranty period, the integrity or strength of the liner pipe shall be repaired at the Contractor's expense. Allowance shall be given for excess pipe (rib) when the cross-sectional area has been reduced due to offset joints, partial collapse, out of round sections, etc.

Item No. 2 – Building Sanitary Sewer Service Reconnection

Traffic control as per I.D.O.T. Specification Section 2528.12 shall be incidental to bid items. The cleanup of the work site is incidental to the bid items including maintenance of surfaces such as paving, seeding, sodding and graveling, as needed, if damaged.

After the pipe liner has been formed in place, the Contractor shall reconnect the existing active service connections as designated by the Owner. This shall be done without excavation, and in the case of non-man entry pipes, from the interior of the pipeline by means of a television camera and a cutting device that re-establishes the service connections to not less than 90 percent capacity. The CCTV inspection of the formed liner shall show a "dimple effect", which is an indication that there is a tight fit of the liner against the host pipe. If this is not the case, the liner must be reprocessed until there is a good definition of a "dimple" at the service connection, before reconnecting the service connection.

Item No. 3 – Grouting of Service Lines

Chemical grouting equipment shall consist of a closed-circuit television system, necessary chemical sealant containers, pumps, regulators, valves, hoses, etc., and lateral connection sealing packers for the various sizes of sewer pipes.

Grout packer shall be cylindrical and have a diameter less than the pipe size and have cables attached at each end to pull it through the line. The same equipment shall be used for both testing and sealing sewer lateral connections. The packer shall contain a lateral sealing inversion tube. This tube should be designed to accommodate two sizes of laterals, 4" and 6" diameters. The inversion tubes are one length to facilitate sealing of approximately 2' of the lateral.

Sewer main shall be televised before service line is grouted; testing of grouted service will also be televised.

The chemical grout shall be a type which has a documented record of satisfactory performance in sewer usage. All grouting materials shall be delivered to the job site in the original, labeled, and unopened containers. Grouts shall be Acrylic base gel chemical sealing material – Avanti AV-100 or equal.

Laterals shall be air tested by isolating the area to be tested with the packer and applying positive pressure into the isolated "void" area. The test procedure will consist of applying air pressure into each isolated void area. The packer ends will be inflated to isolate the lateral and insert and inflatable inversion tube. The lateral shall be tested with a gauge pressure of one-half (1/2) psi. per foot of depth of sewer or a minimum of four (4) psi., whichever is larger. The void pressure will be observed during this test for a minimum of 10 seconds. If the void pressure drop is greater than 1 psi in 10 seconds, the lateral is considered to have failed the air test. If no pressure can be built up, the connection will also have failed the test. Any connection failing the test shall be sealed and retested utilizing the same method and procedures until it does pass the test. The cost of retesting lateral connections shall be considered incidental and included in the cost of sealing sanitary sewer lateral connection.

2024 CDBG Sanitary Sewer Rehabilitation List

ID	Street	Length	Taps	Description	Line Size (Inches)	Main ID
1	Calumett	303	10	800 Blk, MH 64 (7'1"), to MH 65 (8'4")	8	313
2	Calumett	349	8	900 Blk, MH 65 (8'4") to MH 63 (8'6")	8	305
3	Colorado	116	3	200 Blk, MH 554 (5'9") to MH 555 (5'11")	8	262
4	Colorado	283	5	300 Blk, MH 555 (5'11") to MH 1266 (8'0")	8	1899
5	Colorado	282	3	300 Blk, MH 1266 (8'0") to MH 1267 (8'4")	8	1898
6	Lilac	363	10	700 Blk, MH 1642 (7'0") to MH 68 (6'4")	8	307
7	Lilac	353	10	800 Blk, MH 67 (7'6") to MH 68 (6'8")	8	314
8	Lilac	308	9	1000 Blk, MH 62 (7'8") to MH (7'6")	8	303
9	Pridemore	202	0	3300 Blk, MH 3089 (8'7") to MH 3090 (8'9")	8	1866
10	Tremont	314	8	2500 Blk, MH 2855 () to MH 2856 ()	8	1393
Totals		2873	66			

"General Decision Number: IA20230081 02/24/2023

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

HIGHWAY CONSTRUCTION PROJECTS and HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> ◆ Executive Order 14026 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> ◆ Executive Order 13658 generally applies to the contract. ◆ The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 02/24/2023

SUIA2023-001 02/01/2023

	Rates	Fringes
BRICKLAYER (BRICKLAYER/STONE MASON)		
ZONE 1.....	\$ 34.00	17.62
ZONE 2.....	\$ 34.00	17.62
ZONE 3.....	\$ 34.00	17.62
ZONE 4.....	\$ 32.75	16.09
ZONE 5.....	\$ 29.65	16.09
Carpenter & Piledrivermen		
ZONE 1.....	\$ 31.27	15.83
ZONE 2.....	\$ 29.80	15.98
ZONE 3.....	\$ 29.68	15.98
ZONE 4.....	\$ 29.20	13.30
ZONE 5**.....	\$ 28.15	11.70
CONCRETE FINISHER		
ZONE 1.....	\$ 29.55	13.10
ZONE 2.....	\$ 29.55	13.10
ZONE 3.....	\$ 29.55	13.10
ZONE 4.....	\$ 27.70	9.20
ZONE 5.....	\$ 26.65	9.20
ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)		
ZONE 1, 2, AND 3.....	\$ 36.40	14.80
ZONE 4.....	\$ 35.10	13.80
ZONE 5.....	\$ 33.45	13.05
IRONWORKER (SETTING OF STRUCTURAL STEEL)		
ZONE 1.....	\$ 32.25	14.85
ZONE 2.....	\$ 30.16	15.30
ZONE 3.....	\$ 30.16	15.45
ZONE 4.....	\$ 28.00	14.50
ZONE 5**.....	\$ 26.15	13.70
LABORER		
ZONE 1, 2 AND 3		
GROUP A.....	\$ 24.82	12.01
GROUP AA.....	\$ 27.20	12.01
GROUP B.....	\$ 22.97	12.01
GROUP C.....	\$ 19.89	12.01
ZONE 4		

GROUP A.....	\$ 23.12	11.32
GROUP AA.....	\$ 25.12	11.32
GROUP B.....	\$ 21.55	11.32
GROUP C.....	\$ 18.92	11.32
ZONE 5		
GROUP A.....	\$ 23.52	9.87
GROUP AA.....	\$ 25.52	9.87
GROUP B.....	\$ 20.78	9.87
GROUP C.....	\$ 19.93	9.87

POWER EQUIPMENT OPERATOR

ZONE 1		
GROUP A.....	\$ 35.50	16.50
GROUP B.....	\$ 33.95	16.50
GROUP C.....	\$ 31.45	16.50
GROUP D.....	\$ 31.45	16.50
ZONE 2		
GROUP A.....	\$ 35.30	16.50
GROUP B.....	\$ 33.70	16.50
GROUP C.....	\$ 31.15	16.50
GROUP D.....	\$ 31.15	16.50
ZONE 3		
GROUP A.....	\$ 32.50	28.20
GROUP B.....	\$ 30.70	28.20
GROUP C.....	\$ 29.70	28.20
GROUP D.....	\$ 29.70	28.20
ZONE 4		
GROUP A.....	\$ 32.85	16.95
GROUP B.....	\$ 31.71	16.95
GROUP C.....	\$ 29.63	16.95
GROUP D.....	\$ 29.63	16.95
ZONE 5		
GROUP A.....	\$ 30.87	13.25
GROUP B.....	\$ 29.83	13.25
GROUP C.....	\$ 28.10	13.25
GROUP D.....	\$ 27.10	13.25

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1.....	\$ 26.26	12.59
ZONE 2		
.....	\$ 26.26	12.59
ZONE 3.....	\$ 26.26	12.59
ZONE 4.....	\$ 26.26	9.04
ZONE 5		
.....	\$ 24.50	9.04

ZONE DEFINITIONS

- ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.
- ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.
- ZONE 3 The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).
- ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.
- ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - Skilled pipelayer (sewer, water, and conduits) and tunnel laborers; asbestos abatement worker

GROUP A - Carpenter tender on bridges and box culverts; CCTV* sewer inspection operator; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills, and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; mason tender (brick/stone), powderman tender; powderman/blaster; sign erector; saw operator; {(Zones 4 and 5) Skilled pipelayer (sewer, water, and conduits); tunnel laborer; asbestos abatement worker}. *new labor classification (CCTV: closed circuit television)

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ♦ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ♦ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor

pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)
Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

In the Appendix to Chapter 8

The Appendix to Chapter 8 contains the following:

- Section 3 Regulations (2 CFR part 75)..... 2
- Steps for Section 3 Compliance..... 9
- Section 3 Language for Procurement Documents and Contracts..... 11
- Intent to Comply with Section 3 Requirements..... 13
- Sample Section 3 Employment Notice 15
- Section 3 Business Certification Form..... 16
- Section 3 Worker Self Certification Form..... 17
- Link to Section 3 Compliance Form..... 18
- IEDA Section 3 Qualitative Efforts Checklist..... 18
- Sample Efforts to Award to Section 3 Businesses..... 21
- Sample Efforts to Hire/Train Section 3 Workers..... 21
- Section 3 Resources..... 23

3051 [42 U.S.C. 14043e et seq.]; E.O. 13279, 67 FR 77141, 3 CFR, 2002 Comp., p. 250; and E.O. 13559, 75 FR 71319, 3 CFR 2010 Comp., p. 271.

§ 5.105 [Amended]

- 2. Amend § 5.105(a) by removing “: section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.”

PART 14—IMPLEMENTATION OF THE EQUAL ACCESS TO JUSTICE ACT IN ADMINISTRATIVE PROCEEDINGS

- 3. The authority for part 14 continues to read as follows:

Authority: 5 U.S.C. 504(e)(1); 42 U.S.C. 3535(d).

§ 14.115 [Amended]

- 4. Amend § 14.115 by removing and reserving paragraph (a)(5).
- 5. Add part 75 to read as follows:

PART 75—ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

Subpart A—General Provisions

Ser.

75.1 Purpose.

75.3 Applicability.

75.5 Definitions.

75.7 Requirements applicable to HUD NOFAs for Section 3 covered programs.

Subpart B—Additional Provisions for Public Housing Financial Assistance

75.9 Requirements.

75.11 Targeted Section 3 worker for public housing financial assistance.

75.13 Section 3 safe harbor.

75.15 Reporting.

75.17 Contract provisions.

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

75.19 Requirements.

75.21 Targeted Section 3 worker for housing and community development financial assistance.

75.23 Section 3 safe harbor.

75.25 Reporting.

75.27 Contract provisions.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping and Compliance

75.29 Multiple funding sources.

75.31 Recordkeeping.

75.33 Compliance.

Authority: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).

Subpart A—General Provisions

§ 75.1 Purpose.

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.

1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

§ 75.3 Applicability.

(a) *General applicability.* Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) *Public housing financial assistance.* Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) *Section 3 projects.* (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through **Federal Register** notice not subject to public comment. When the Secretary finds it is warranted to ensure

compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through **Federal Register** notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) *Contracts for materials.* Section 3 requirements do not apply to material supply contracts.

(c) *Indian and Tribal preferences.* Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) *Other HUD assistance and other Federal assistance.* Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

§ 75.5 Definitions.

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an

advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of

someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

§ 75.7 Requirements applicable to HUD NOFAs for Section 3 covered programs.

All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by § 75.3 will include notice that this part is applicable to the funding and may include, as appropriate for the specific NOFA, points or bonus points for the quality of Section 3 plans.

Subpart B—Additional Provisions for Public Housing Financial Assistance

§ 75.9 Requirements.

(a) **Employment and training.** (1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing

financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:

(i) To residents of the public housing projects for which the public housing financial assistance is expended;

(ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;

(iii) To participants in YouthBuild programs; and

(iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) **Contracting.** (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

(i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

(ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;

(iii) To YouthBuild programs; and

(iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

§ 75.11 Targeted Section 3 worker for public housing financial assistance.

(a) **Targeted Section 3 worker.** A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) A resident of public housing or Section 8-assisted housing;

(ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or

(iii) A YouthBuild participant.

(b) (Reserved)

§ 75.13 Section 3 safe harbor.

(a) *General.* PHAs and other recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary, if they:

(1) Certify that they have followed the prioritization of effort in § 75.9; and

(2) Meet or exceed the applicable Section 3 benchmarks as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the **Federal Register**. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the type of public housing financial assistance, or other variables. HUD will update the benchmarks through a document published in the **Federal Register**, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of PHAs and other recipients meeting benchmarks, as well as other metrics reported pursuant to § 75.15 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per § 75.15(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

(ii) The number of labor hours worked by Targeted Section 3 workers, as defined in § 75.11(a), divided by the total number of labor hours worked by

all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

§ 75.15 Reporting.

(a) *Reporting of labor hours.* (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) PHAs and other recipients reporting under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the PHA's or other recipient's reporting under paragraph (a) of this section indicates

that the PHA or other recipient has not met the Section 3 benchmarks described in § 75.13, the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, PHAs or other recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

(d) *Reporting by Small PHAs.* Small PHAs may elect not to report under

paragraph (a) of this section. Small PHAs that make such election are required to report on their qualitative efforts, as described in paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.17 Contract provisions.

(a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors.

(b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.

(c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of § 75.9, regardless of whether Section 3 language is included in contracts.

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§ 75.19 Requirements.

(a) *Employment and training.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

§ 75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or

(ii) A YouthBuild participant.

(b) [Reserved]

§ 75.23 Section 3 safe harbor.

(a) *General.* Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in § 75.19; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the Federal Register, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to § 75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per § 75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in § 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§ 75.25 Reporting.

(a) *Reporting of labor hours.* (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is

otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
 - (2) Provided training or apprenticeship opportunities.
 - (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
 - (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
 - (5) Held one or more job fairs.
 - (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
 - (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
 - (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
 - (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
 - (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
 - (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
 - (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
 - (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
 - (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- (c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where

required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§ 75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to § 75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in § 75.3(a)(2), the recipient or recipients must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD,

§ 75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§ 75.33 Compliance.

(a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in 2 CFR part 200.

(b) *Complaints.* Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) *Monitoring.* HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

PART 91—CONSOLIDATED SUBMISSIONS FOR COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS

■ 6. The authority citation for part 91 continues to read as follows:

Authority: 42 U.S.C. 3535(d), 3601–3619, 5301–5315, 11331–11340, 12701–12711, 12741–12756, and 12901–12912.

§ 91.215 [Amended]

■ 7. Amend § 91.215(j) by removing "24 CFR part 135" and adding, in its place "24 CFR part 75".

§ 91.225 [Amended]

■ 8. Amend § 91.225(a)(7) by removing "24 CFR part 135" and adding, in its place "24 CFR part 75".

§ 91.325 [Amended]

■ 9. Amend § 91.325(a)(7) by removing "24 CFR part 135" and adding, in its place "24 CFR part 75".

§ 91.425 [Amended]

■ 10. Amend § 91.425(a)(1)(vii) by removing "24 CFR part 135" and adding, in its place "24 CFR part 75".

PART 92—HOME INVESTMENT PARTNERSHIPS PROGRAM

■ 11. The authority citation for part 92 continues to read as follows:

Authority: 42 U.S.C. 3535(d), 12 U.S.C. 1701x and 4560.

■ 12. Amend § 92.508 as follows:

- a. Remove paragraph (a)(7)(i)(B);
- b. Redesignate paragraph (a)(7)(i)(C) as (a)(7)(i)(B); and
- c. Add paragraph (a)(7)(xi).
The addition reads as follows:

§ 92.508 Recordkeeping.

- (a) * * *
- (7) * * *

(xi) Documentation of actions undertaken to meet the requirements of 24 CFR part 75 which implements section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. 1701u).

PART 93—HOUSING TRUST FUND

■ 13. The authority citation for part 93 continues to read as follows:

Authority: 42 U.S.C. 3535(d), 12 U.S.C. 4560.

■ 14. Amend § 93.407 as follows:

- a. Redesignate paragraphs (a)(5)(ii) through (ix) as paragraphs (a)(5)(iii) through (x);
- b. Remove paragraph (a)(5)(i)(B);
- c. Redesignate paragraph (a)(5)(i)(A) as paragraph (a)(5)(ii);
- d. In newly redesignated paragraph (a)(5)(iv), remove "24 part 35" and add in its place "24 CFR part 35"; and
- e. Add paragraph (a)(5)(xi).
The addition reads as follows:

§ 93.407 Recordkeeping.

- (a) * * *
- (5) * * *

(xi) Documentation of actions undertaken to meet the requirements of 24 CFR part 75, which implements section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

CHAPTER I—OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT [AMENDED]

■ 15. Under the authority of 42 U.S.C. 3535(d), in chapter I, remove designated subchapter headings A and B.

PART 135 —[REMOVED]

■ 16. Remove part 135.

PART 266—HOUSING FINANCE AGENCY RISK-SHARING PROGRAM FOR INSURED AFFORDABLE MULTIFAMILY PROJECT LOANS

■ 17. The authority citation for part 266 continues to read as follows:

Authority: 12 U.S.C. 1707; 42 U.S.C. 3535(d).

§ 266.220 [Amended]

■ 18. Amend § 266.220(c) by removing "": section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as implemented by 24 CFR part 135".

PART 570—COMMUNITY DEVELOPMENT BLOCK GRANTS

■ 19. The authority citation for part 570 continues to read as follows:

Authority: 12 U.S.C. 1701x, 1701 x–1; 42 U.S.C. 3535(d) and 5301–5320.

§ 570.487 [Amended]

■ 20. Amend § 570.487(d) by removing "24 CFR part 135" and adding in its place "24 CFR part 75".

§ 570.607 [Amended]

■ 21. Amend § 570.607(b) by removing "24 CFR part 135" and adding in its place "24 CFR part 75".

PART 574—HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

■ 22. The authority citation for part 574 continues to read as follows:

Authority: 12 U.S.C. 1701x, 1701 x–1; 42 U.S.C. 3535(d) and 5301–5320.

§ 574.600 [Amended]

■ 23. Amend § 574.600 by adding "and part 75" after the phrase "24 CFR part 5".

PART 576—EMERGENCY SOLUTIONS GRANTS PROGRAM

■ 24. The authority citation for part 576 continues to read as follows:

Authority: 12 U.S.C. 1701x, 1701 x–1; 42 U.S.C. 11371 et seq., 42 U.S.C. 3535(d).

§ 576.407 [Amended]

- 25. Amend § 576.407(a) by removing "24 CFR part 135" and adding in its place "24 CFR part 75".

PART 578—CONTINUUM OF CARE PROGRAM

- 26. The authority citation for part 578 continues to read as follows:

Authority: 12 U.S.C. 1701x, 1701 x-1; 42 U.S.C. 11301 *et seq.*, 42 U.S.C. 3535(d).

§ 578.99 [Amended]

- 27. Amend § 578.99 by removing "federal" in the section heading and adding in its place "Federal" and removing "24 CFR part 135" in paragraph (i) and adding in its place "24 CFR part 75".

PART 905—THE PUBLIC HOUSING CAPITAL FUND PROGRAM

- 28. The authority citation for part 905 continues to read as follows:

Authority: 42 U.S.C. 1437g, 42 U.S.C. 1437z-2, 42 U.S.C. 1437z-7, and 3535(d).

§ 905.308 [Amended]

- 29. Amend § 905.308(b)(10) by removing "24 CFR part 135" and adding in its place "24 CFR part 75".

PART 964—TENANT PARTICIPATION AND TENANT OPPORTUNITIES IN PUBLIC HOUSING

- 30. The authority citation for part 964 continues to read as follows:

Authority: 42 U.S.C. 1437d, 1437g, 1437e, 3535(d).

- 31. Revise § 964.320 to read as follows:

§ 964.320 HUD Policy on training, employment, contracting and subcontracting of public housing residents.

In accordance with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 75, PHAs, their contractors and subcontractors shall make best efforts, consistent with existing Federal, State, and local laws and regulations, to give low and very low-income persons the training and employment opportunities generated by Section 3 covered assistance (as this term is defined in 24 CFR 75.3) and to give Section 3 business concerns the contracting opportunities generated by Section 3 covered assistance.

PART 983—PROJECT-BASED VOUCHER (PBV) PROGRAM

- 32. The authority citation for part 983 continues to read as follows:

Authority: 42 U.S.C. 1437f and 3535(d).

§ 983.4 [Amended]

- 33. Amend § 983.4 by removing the definition of "Section 3—Training, employment and contracting opportunities in development".

§ 983.154 [Amended]

- 34. Amend § 983.154 by removing (c) introductory text and paragraph (c)(1) and redesignating paragraph (c)(2) as paragraph (c).

PART 1000—NATIVE AMERICAN HOUSING ACTIVITIES

- 35. The authority citation for part 1000 continues to read as follows:

Authority: 25 U.S.C. 4101 *et seq.*; 42 U.S.C. 3535(d).

- 36. Revise § 1000.42 to read as follows:

§ 1000.42 Are the requirements of Section 3 of the Housing and Urban Development Act of 1968 applicable?

No. Recipients shall comply with Indian preference requirements of Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)), or employment and contract preference laws adopted by the recipient's tribe in accordance with Section 101(k) of NAHASDA.

Benjamin S. Carson, Sr.,
Secretary.

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BILLING CODE 4210-67-P

STEPS FOR SECTION 3 COMPLIANCE

1. Include Section 3 language in all advertisements for RFQ/RFP and bid documents applicable to this rule.
2. Check HUD registry for Section 3 Business Concerns located in the county in which the project is taking place: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>. Check IowaDOT Disadvantaged Business Registry (<https://secure.iowadot.gov/DBE/Directory/Results>) for potential bidders within the service area and share CDBG bid opportunities with those businesses. Keep documentation of any correspondence with Section 3 Business Concerns.
3. Submit employment opportunities to IowaWORKS agencies and HUD's Opportunity Portal. Check Opportunity Portal for Section 3 Workers when filling open employment opportunities.
4. Include the "Intent to Comply with Section 3 Requirements" form with all procurement documents. "Intent to Comply with Section 3 Requirements" form must be signed by bidders and returned with bid documents.
5. If a Section 3 Business Concerns submits a bid for an opportunity associated with the CDBG project, the recipient (city/county) must give priority to the greatest extent feasible. Refer to the CDBG Management Guide/Section 3 overview for the order of priority that Section 3 businesses should be given.
6. Describe Section 3 requirements at pre-bid and pre-award meetings. Document through notes, meeting minutes, etc. that this discussion took place.
7. Include Section 3 language with ALL contracts and subcontracts associated with the applicable CDBG contract.
8. At the time the recipient and contractor enter an agreement, identify if any employment/training opportunities will result from the CDBG funded project.
 - a. Post signs advertising employment, training, or subcontracting opportunities that will be available as a result of the Section 3 projects and activities in conspicuous places at the work site where potential applicants can review them.
 - b. Send notice of the opportunities to the Iowa Chapter of the National Association of Housing and Redevelopment Officials (NAHRO) and post opportunity(ies) to Section 3 Business Registry, IowaWORKS, and HUD's Opportunity Portal, as described in the Management Guide/Section 3 overview.
 - i. Use the Sample Section 3 Employment Notice provided in the Management Guide/section 3 overview as a template.
 - ii. In addition to sharing with NAHRO, review additional strategies for reaching Section 3 workers and determine what additional efforts can be taken to reach Section 3 workers. Consult the CDBG Management Guide for example efforts.
 - iii. Inform contractors/subcontractors of hiring and training preferences to be given to Section 3 workers and order of priority as described in the Management Guide
 - iv. Provide "Section 3 Compliance Form," "Section 3 Business Certification," and "Section 3 Worker Certification" and to contractor/subcontractors to document

Section 3 Businesses and Workers.

- v. Use submitted Section 3 Worker Certification forms to identify which workers are Section 3 workers and Targeted Section 3 workers. The hours worked by Section 3 workers and Targeted Section 3 workers must be reported to IEDA.
9. Collect Section 3 data on a per project basis from every contractor and subcontractor using the "Section 3 Compliance Form" spreadsheet found on the CDBG Management Guide website.
10. Use data collected on the Compliance Form to report Section 3 efforts and accomplishments to IEDA in IDIS, DRGR, and at closeout through lowagrants.gov.
11. Keep documentation of all Worker, Employer and Business Certifications, qualitative efforts, as well as outreach efforts to Section 3 Businesses and Section 3 Workers, on file for project monitoring.

SECTION 3 LANGUAGE FOR PROCUREMENT DOCUMENTS AND CONTRACTS

(This language is to be included in all procurement documents/solicitations and all covered contracts)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.
- C. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- E. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 Worker hours goals, despite its efforts to comply with the provisions of this clause.
- F. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- H. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- I. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- J. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- K. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Business Concerns are encouraged to respond to this proposal. A Section 3 Business Concern is one that satisfies one of the following requirements:

1. It is at least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 Workers*; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

* A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

(To be provided with procurement documents and returned with all submitted bids)

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. a worker employed by a Section 3 business concern; or
2. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
 - b. a YouthBuild participant

A Section 3 Business Concern is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

Note: If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business

Registry here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

Please complete the following:

1. If awarded a contract for this CDBG funded project, do you anticipate being able to determine employees' hourly wages and addresses?

Yes No

If yes, please estimate the number of hours to be completed on the project by all workers: _____

2. Is your business a Section 3 Business? Yes No

3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this CDBG funded project?

Yes No

4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?

Yes No

5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?

Yes No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (insert City/County) on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor Address

Print Name Title

Signature Date

Sample Section 3 Employment Notice

(Instructions: Send notice to the Iowa Chapter of NAHRO for distribution to public housing authorities and to IowaWORKS Organizations, and post in a conspicuous place on the job site)

Locality's name _____ is preparing to carry out the Name of Project _____ through the use of Community Development Block Grant Funds. In the implementation of this project the following job types are available:

(Insert List of Job Classifications to be used during project)

All job openings will be posted at (local government office or list other posting locations). To the greatest extent feasible, employment and training positions will be made available to qualified persons who permanently reside in (Insert the County's or local municipality name as Section 3 area).

Persons qualified for the jobs listed should register at the following location:

(Insert location where applicant should apply and any application instructions)

For questions on this employment opportunity, please contact:

(Insert contact & contact information)

Section 3 Business Certification

- To be completed by the business claiming Section 3 business status.

All contracts and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 Businesses, documentation of their status must be retained in the project files. IEDA considers this form adequate documentation of Section 3 status. Projects that receive \$200,000 or more in HUD funds are "Section 3 projects". Contractors are required to report on all contracts they make both with Section 3 Businesses and with businesses that are not Section 3 Businesses. This form is a tool to determine and document the Section 3 Business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

Business being certified:

Company: _____

Address: _____

Project information:

Project Name: _____

Project Address: _____

Section 3 determination

1. Is your business owned (51% or more) by individuals whose individual incomes are NO GREATER THAN 80% of Area Median Income (AMI)* OR owned by individuals that are current public housing residents or current residents of Section 8-assisted housing?

**Please reference <https://www.iowaeda.com/cdbg/management-guide/> (under recipient income requirements and census information) to determine if employee is less than 80% of the current area median income.*

Yes No

2. Within the last three months, have 75% of all labor hours performed been performed by individuals whose individual incomes are no greater than 80% of Area Median Income (AMI)?

Yes No

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief.

Signature: _____

Print Name: _____ Date: _____

SECTION 3 WORKER CERTIFICATION

A Section 3 Worker seeking preference in training and employment must certify eligibility (as defined in Section 75.5) by residency and household income. Please certify below and submit documentation, if available and applicable, to the recipient contractor or subcontractor.

NOTE FOR GRANT ADMINISTRATORS: Prior to a worker completing this form, worker will need to know if their employer is a Section 3 business AND if they live within the defined project service area.

I, (Name) _____ I am a legal resident of (Community Name)

My permanent address is:

Please review and check all of the following that applied during the past 5 years:

___ My individual annual income was below this amount: \$ _____ (*Insert 80% county figure for household of 1*)

- I am employed by a Section 3 Business.
- I am/ was a Youth Build participant.
- I live within 1 mile of the project site for this federally funded project OR I have been informed I livewithin an allowed project service area.
- None of the above apply to me

I affirm that the information contained in this report, including the above statements, are true, complete, and correct to the best of my knowledge and belief. Any false statements made knowingly and willfully may subject the signer to penalties under Section 1010 of Title 18 of the United States Code.

Worker's signature

Date

LINK TO SECTION 3 COMPLIANCE FORM

The Section 3 Compliance Form is a spreadsheet to be used as a tool to track Section 3 and Targeted Section 3 Worker Hours on CDBG funded projects.

This spreadsheet should be maintained through the duration of the project. Recipients will be asked to provide IEDA with Section 3 and Targeted Section 3 Worker hours for each project, as well as other non-qualitative activities conducted to comply with Section 3 requirements. Recipients will provide this spreadsheet to IEDA as documentation of compliance with Section 3 reporting requirements.

This report can be downloaded from the IEDA website:

<https://www.iowaeda.com/cdbg/management-guide/>

IEDA Section 3 Qualitative Efforts Checklist

Please review the following checklist of qualitative efforts that can be undertaken to comply with Section 3 if the labor hour benchmarks for Section 3 Workers (25% of a total project's hours) AND Targeted Section 3 Workers (5% of a total project's hours) are not anticipated to be met by the time of project closeout.

Check any applicable actions that were undertaken and **ATTACH** verifying documentation that these efforts were undertaken. See the following CPD Notice for more information:

<https://www.hud.gov/sites/dfiles/OCHCO/documents/2021-09cpdn.pdf>.

- Outreach efforts to generate Section 3 job applicants
- Direct, on-the-job training programs for Section 3 Workers (including apprenticeships)
- Provided and/or connected residents with assistance in seeking employment, including drafting resumes, preparing for an interview, and connecting residents to job-placement services
- Provided and/or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, and/or transportation
- Assisted residents to apply for and/or attend community college or a four-year higher education institution
- Assisted residents to apply for and/or attend a vocational/technical training program
- Assisted residents with obtaining financial literacy training and/or financial coaching
- Assisted residents with finding childcare
- Provided or connected residents with supportive services that can provide direct services or referrals
- Held a job fair
- Indirect training of Section 3 Workers, including arranging, contracting, and/or paying for off-site training
- Technical training of Section 3 Workers, including arranging, contracting, and/or paying for off-site training
- Outreach efforts to identify and secure bids from Section 3 Business Concerns

IEDA Section 3 Qualitative Efforts Checklist

- Providing technical assistance to Section 3 Business Concerns to help them understand the contracting process and help to bid on projects
- Dividing contracts up into smaller jobs to facilitate participation from Section 3 Businesses
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Businesses
- Other (please describe below)

SAMPLE EFFORTS TO AWARD TO SECTION 3 BUSINESS CONCERNS

1. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the Housing Authority.
2. Utilizing the HUD Opportunity Portal and Section 3 Business Registry, and IowaDOT Disadvantaged Business Registry, to identify Section 3 Businesses in the project's service area and providing written notice of the contracting opportunity or sending invitations to bid directly to those businesses.
3. Following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
4. Providing technical assistance to help Section 3 Business Concerns understand and bid on contracts.
5. Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
6. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 Business Concerns.
7. Contacting agencies administering HUD YouthBuild programs and notifying these agencies of the contracting opportunities.
8. Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

SAMPLE EFFORTS TO HIRE/TRAIN SECTION 3 WORKERS

1. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
2. Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to public housing units and common areas of all developments within the project's service area. Consult the CDBG Management Guide to determine the project's service area.
3. Working with HCV program to inform voucher holders in the service area of opportunities for training and employment.
4. Utilizing HUD Opportunity Portal and Section 3 Business Registry to post employment opportunities, or to find Section 3 Business Concerns and/or Workers in the project's service area
5. Referring Section 3 Workers to IowaWORKS or other providers that offer resume building, interview preparation, job search and placement, financial literacy or other job readiness services.
6. Referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
7. Conducting job interviews at the housing development or developments where Section 3 workers reside, or at a location within the neighborhood or service area of the Section 3 project.
8. Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for any training and employment opportunities.
9. Holding one or more job fairs.
10. Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

SECTION 3 RESOURCES

Section 3 overview/ resources from HUD:	https://www.hudexchange.info/programs/section-3/
Section 3 Frequently asked questions (FAQs):	https://www.hudexchange.info/section-3/faqs/
March 2021 FAQs:	https://www.hud.gov/sites/documents/11SECFAQS.PDF
Section 3 Opportunity portal:	https://hudapps.hud.gov/OpportunityPortal/
Section 3 Business registry:	https://portalapps.hud.gov/Sec3BusReg/BRegistry/What
DOL YouthBuild directory:	https://youthbuild.org/our-programs/

Civil Rights and Fair Housing



CIVIL RIGHTS-FAIR HOUSING-EQUAL OPPORTUNITY APPLICABLE LAWS AND REGULATIONS

Civil Rights – Fair Housing – Equal Opportunity Laws & Regulations That Apply When Using Federal CDBG funds

THE CIVIL RIGHTS ACT – Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance.

THE FAIR HOUSING ACT—Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin. This law also mandates that you administer your program in a manner that affirmatively furthers fair housing. It was amended in 1988 to affirmatively further fair housing. **In order for you to affirmatively further fair housing, you can use the official equal housing opportunity logo on any advertising and brochures that you produce about your program, use it on your city/company letterhead, or sponsor fair housing training for landlords, real estate agents and lenders. A copy of the Equal Housing Opportunity Logo can be found in your Management Guide.**

SECTION 109, HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974 provides that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

EXECUTIVE ORDERS 11625, 12432, 12138 AND OMB CIRCULAR 2 CFR part 200 provide that, you as a grantee, shall take affirmative steps to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Paragraph 9(b) requires that the grantee take similar appropriate affirmative action in support of women's business enterprises. **In order to comply with this, you may solicit minority and women businesses by notifying the MBE/WBE clearinghouses List that is in your Management Guide. A List of Minority Business Enterprises/Women-Owned Business Enterprises is also available from the Iowa Economic Development Authority.**

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED is HUD's legislative directive for providing preference to public housing residents and low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training and contracting opportunities resulting from HUD-funded projects. The regulations seek to ensure that public housing residents and low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created. **Please refer to Chapter 8 & Appendix 8 of this Guide for instructions on compliance with Section 3.**

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED provides that no otherwise qualified handicapped individual in the United States, shall solely by reason of his/her handicap be excluded from the participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance. **In order to comply with section 504, it requires housing units of new construction be accessible to persons with disabilities. A minimum of 5 percent of the total dwelling units in a multi-family housing project shall be made accessible for persons with mobility impairments. An additional 2 percent of units in such a project shall be accessible for persons with hearing or vision impairments. Work closely with your architect.**

AGE DISCRIMINATION ACT OF 1975, AS AMENDED provides that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination

under any program or activity receiving Federal financial assistance. It is not a violation of the Act for a HOME PJ or its housing partner(s) to operate elderly-only housing since the HOME statute permits such housing.

AMERICANS WITH DISABILITIES ACT (ADA). Title II of the Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. The prohibitions against discrimination under Title II of the ADA are essentially the same as those in Section 504, except they apply to all programs, activities, and services of a public entity, not just those funded with Federal financial assistance.

EXECUTIVE ORDER 11063, as amended by Executive Order 12259 provides that no person in the United States because of race, color, sex, creed or national origin, shall be denied equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance. **If you are a city or county receiving CDBG funds, the city or county must provide equal opportunity to all employees, applicants, and beneficiaries in a manner that doesn't discriminate.**

An Equal Opportunity Policy must be posted
 -in a conspicuous place—such as the city hall lobby,
 -distributed to all employees, contractors, and
 -to the persons of all advisory and policy making groups

A Sample “Equal Opportunity Policy” form can be found in the Management Guide Appendix.

EXECUTIVE ORDER 11246 provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of **employment** during the performance of Federal or federally-assisted construction contracts in excess of \$10,000.

PROHIBITION OF THE USE OF EXCESSIVE FORCE – If the recipient is a local government, it shall **adopt and enforce a policy** to prohibit the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and enforce state and local laws against physically barring entrance to or exit from a facility subject to nonviolent civil rights demonstrations. **There is a sample “Excessive Force Policy” in your Management Guide.**

IOWA CIVIL RIGHTS ACT OF 1965 This Act mirrors the Federal Civil Rights Act.

IOWA CODE SECTION 19B.7 This prohibits discriminatory and unfair practices within any program receiving or benefiting from state financial assistance in whole or in part.

Iowa Code chapter 216 Effective July 1, 2007, the Iowa Civil Rights Act was expanded to add sexual orientation and gender identity to the list of protected classes.

HUD Equal Housing Opportunity Slogan and Logo



**EQUAL HOUSING
OPPORTUNITY**



**EQUAL HOUSING
OPPORTUNITY**



**EQUAL HOUSING
OPPORTUNITY**



**EQUAL HOUSING
OPPORTUNITY**



**EQUAL HOUSING
OPPORTUNITY**



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**EQUAL HOUSING
OPPORTUNITY**

AFFIRMATIVE FAIR HOUSING POLICY – SAMPLE PUBLIC NOTICE

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

(Recipient Name, City and State) advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

(Recipient Name) shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

(Recipient Name) has designated the following (person or office) as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:

NAME: _____

OFFICE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

HOURS: _____

Insert: Equal Housing Opportunity Symbol (sample included on previous page)

CLEARINGHOUSES FOR SOLICITATION OF MINORITY-OWNED AND FEMALE-OWNED BUSINESSES

Small Business Administration District Office
 210 Walnut Street, Room 749
 Federal Building
 Des Moines, IA 50309
 Contact Person: Jayne Armstrong
 515/284-4913
<http://www.sba.gov/offices/district/ia/des-moines>

Siouxland Construction Alliance
 3900 Stadium Drive
 Sioux City, IA 51106
 712/255-9730
<http://www.siouxlandconstructionalliance.com>

Illinois MBDA Business Center
 31 S Grove Ave
 Elgin, IL 60120
 630/526-1063
<https://www.mbda.gov/business-center-illinois-mbda-business-center>

National Association of Women in Construction (NAWIC)
 327 S. Adams Street
 Fort Worth, TX 76104
 Toll Free: 800-552-3506
 Fax: 817-877-0324
 Web: www.nawic.org

Iowa Chapters

#80 - Greater Des Moines
<https://www.nawicdesmoines.org>

#160 - Cedar Rapids/Iowa City
<https://www.nawiccr160.org/contact>

CONSTRUCTION UPDATE PLAN ROOMS

For more information, visit <http://www.mbsonline.com>

Master Builders of Iowa/Construction Update

Plan Room

221 Park Street
 PO Box 695
 Des Moines, IA 50306
 Phone: 515-288-8904 or 1-800-362-2578
 Fax: 515-288-8718

Construction Update Plan Room, Fort Dodge

24 N. 9th Street, Suite A
 Fort Dodge, IA 50501-4251
 Phone: 515-955-5500
 Fax: 515-955-3245

North Iowa Builders Exchange

9 N. Federal
 Mason City, IA 50401-3228
 Phone: 641-423-5334
 Fax: 641-423-5725
<https://buildingnorthiowa.com>

Master Builders of Iowa - Omaha Builders Exchange Office

4255 S. 94th St.
 Omaha, NE 68127-1223
 Phone: (402) 593-6908
 Fax: (402) 593-6912

MANDATORY AND OPTIONAL ACTIONS TO AFFIRMATIVELY FURTHER FAIR HOUSING

Fair Housing Strategies for communities participating in the CDBG program

In order to ensure that grantees are fulfilling their requirement to affirmatively further fair housing, all units of local government applying for and receiving Community Development Block Grant (CDBG) funds from the State must document how they are meeting their fair housing obligations. A unit of local government can participate in the State's CDBG Program by agreeing to implement at least two mandatory actions and at least one elective activity appropriate to the conditions and needs in its area. The selected elective activities are of the local government's choice chosen from the list below. All grantees receiving CDBG funds through the State must complete the two mandatory strategies and at least one elective strategy regardless of whether they are using CDBG funds for housing activities. The implementation of the mandatory strategies must be carried out each year for which the jurisdiction has received HUD funds through IEDA. This may be achieved through the posting of the information in a conspicuous public place and/or publication in a local newspaper of general circulation.

Mandatory activities to promote Fair Housing:

Communities/counties receiving CDBG funds must complete the following and implement them during the CDBG contract period:

1. Advertise, publicize and pass an affirmative fair housing policy that will certify that the local government adheres to the requirements of the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (adoption and use of the Equal Housing Opportunity logo and the Equal Housing Opportunity statement), and
2. Identify and publish the name and contact information of a Discrimination Complaint Officer within the agency or jurisdiction for any housing-related bias or discrimination complaint, and
3. Refer housing discrimination complaints and assist in filing complaints with the Iowa Civil Rights Commission, the U.S. Department of Housing & Urban Development, or a local civil rights commission.

Elective activities to promote Fair Housing:

Communities/counties receiving CDBG funds must also complete one of the following activities and implement it during the contract period:

1. Advertise the availability of housing and related assistance to population groups that are least likely to apply through various forms of media (i.e. radio stations, posters, flyers, newspapers, Facebook, city web page) in English and other languages spoken by eligible families within the project service area
2. Include a flyer about fair housing in a local utility or tax bill and send it to every household in the municipality
3. Have the Responsible Entity staff attend a fair housing training or conference.
4. Organize a local letter writing campaign to local legislators and/or local government about the need to fund and support fair housing programs
5. Sponsor trainings for realtors, bankers, landlords, homebuyers, tenants, public housing authority and other city/town employees to educate them on their fair housing rights and

responsibilities. This activity **MUST** be done in collaboration with the Iowa Civil Rights Commission or a local civil rights commission.

6. Provide training/educational programs about fair housing for financial, real estate, and property-management professionals at local firms, including their obligations to comply with the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (this can be done by partnering with a bank, board of realtors association, or other local group and helping to sponsor a program taught by a qualified entity such as ICRC)
7. Conduct meetings with advocacy groups for members of the protected classes (i.e. persons with disabilities, immigrants, refugees, etc.) on the availability of affordable and accessible housing and determine housing needs to plan future projects
8. Establish and/or fund fair housing organizations in areas where there are no such organizations
9. Conduct fair housing testing to ensure that local housing providers and/or lenders do not discriminate (fair housing testing must be conducted by a HUD-certified fair housing agency)
10. Assist Housing Choice Voucher program participants to help locate and secure housing outside of racially concentrated areas of poverty (RCAPs) or near-RCAPs
11. Conduct outreach to housing providers and housing developers to discuss affordable and accessible housing needs in RCAPs and near-RCAPs
12. Evaluate the local zoning ordinance against the fair housing benchmarks identified in this AI, using the Zoning Risk Assessment Tool. Evaluate the need for amendments to the zoning ordinance and make them.
13. Organize a tester recruitment event in collaboration with the Iowa Civil Rights Commission to help document instances of housing discrimination

Labor Standards



CDBG PROJECT SIGN SPECIFICATIONS

Specifications for CDBG project signs are available on the IEDA website:

Temporary CDBG project sign specifications:

https://www.iowaeda.com/UserDocs/cdbg_projectsign.pdf

Temporary construction sign for jointly funded projects:

https://www.iowaeda.com/UserDocs/cdbg_usda-rd_projectsign.pdf

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

HUD FORM LR2000

OMB Approval Number 2501-0011
(Exp. 8/31/2022)

<p>1. FROM (name and address of requesting agency)</p> <p>Labor Standards Compliance Officer Iowa Economic Development Authority 200 East Grand Avenue Des Moines, IA 50309</p>	<p>2. PROJECT NAME AND NUMBER</p> <p>3. LOCATION OF PROJECT (City, County and State)</p>						
<p>4. BRIEF DESCRIPTION OF PROJECT</p>	<p>5. CHARACTER OF CONSTRUCTION</p> <p> <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway </p>						
<p>6. WAGE DECISION NO. (include modification number, if any)</p> <p><input type="checkbox"/> COPY ATTACHED</p>	<p>7. WAGE DECISION EFFECTIVE DATE</p>						
<p>8. WORK CLASSIFICATION(S)</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">HOURLY WAGE RATES</th> </tr> <tr> <th style="width:50%;">BASIC WAGE</th> <th style="width:50%;">FRINGE BENEFIT(S) (if any)</th> </tr> </thead> <tbody> <tr> <td style="height: 150px;"></td> <td></td> </tr> </tbody> </table>	HOURLY WAGE RATES		BASIC WAGE	FRINGE BENEFIT(S) (if any)		
HOURLY WAGE RATES							
BASIC WAGE	FRINGE BENEFIT(S) (if any)						
<p>9. PRIME CONTRACTOR (name, address)</p>	<p>10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)</p>						

Check All That Apply:

- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- The proposed classification is utilized in the area by the construction industry.
- The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- Supporting documentation attached, including applicable wage decision.

Check One:

- Approved, meets all criteria. DOL confirmation requested.
- One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.

<p>Dan Narber</p> <p>Agency Representative <i>(Typed name and signature)</i></p>	<p><i>Date</i></p>	<p>FOR HUD USE ONLY LR2000:</p> <p>Log in:</p> <p>Log out:</p>
<p>515-348-6214 <i>Phone Number</i></p>		

HUD-4230A (8-03) PREVIOUS EDITION IS OBSOLETE

Report of Additional Classification and Wage Rate	U.S. Department of Housing and Urban Development Office of Labor Relations	OMB Approval No. 2501-0011 (Exp. 8/31/2022)
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Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

Instructions

General:

Contractors/Employers: Do not need to complete this form. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits, that are proposed.

Local Agency Staff: Complete items 2 through 10. Submit one copy of this form to the responsible HUD Labor Relations Office with a copy of the applicable Davis-Bacon wage decision and the written request from the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, new construction: 3 – 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of Form: HUD Labor Relations/State CDBG use.

HUD Labor Relations/State CDBG Staff: Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, and a cover letter explaining how the employer's request failed to meet one or more of the criteria.

Submission of Report

Completed forms shall be sent to: Branch of Construction Wage Determinations
U.S. Department of Labor
200 Constitution Avenue, NW
Room S-3014
Washington, DC 20210

Previous editions are obsolete.

Contractor Clearance Form

Instructions: The information below is required by the City of Cedar Falls' Community Development Block Grant (CDBG) Entitlement program, under which the sanitary sewer lining project is funded. Please fill out the following information and mail/fax/email the completed form to Brian Schoon at the INRCOG office using the contact information provided below. Thank you!

Brian Schoon
Iowa Northland Regional Council of Governments
229 East Park Avenue | Waterloo, IA 50703
Phone: (319) 235-0311 | Fax: (319) 235-2891
Email: bschoon@inrcog.org

Business Name: _____

Address: _____

Contractor/Officer/Owner Name: _____

Iowa Contractor Registration Number: _____

Contractor Tax ID: _____

Is this contractor a Minority Business Enterprise (MBE)? Yes or No *(please circle one)*

Is this contractor a Women Business Enterprise (WBE)? Yes or No *(please circle one)*

Is the owner of this business of Hispanic origin? Yes or No *(please circle one)*

Is the owner of this business a Targeted Small Business? Yes or No *(please circle one)*

Is this business a Section 3 business? (see below) Yes or No *(please circle one)*

- **Section 3 Business:** A business that meets one of these criteria: 1) 51% of the business is owned by section 3 residents; 2) 30% of current full-time staff are section 3 residents; or 3) business commits to provide 25% of total dollar amount of subcontracts to section 3 businesses (for prime contractors only)?
- **Section 3 Resident:** A person who meets one of these criteria: 1) are public housing residents; or 2) are low and very-low income persons who live in the metropolitan area or non-metropolitan area where a HUD-assisted project for housing or community development is located.

Number of Employees Employed by the Business: _____

Number of New Employees Hired to Work on this Project: _____

Signature Title

Date

**U.S. Department of Labor
Wage and Hour Division
Instructions for Completing Payroll Form, WH-347**

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Record of Employee Interview

U.S. Department of Housing
and Urban Development
Office of Labor Relations

OMB Approval No. 2501-0009
(exp. 01/31/2021)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	
				Vacation Yes <input type="checkbox"/> No <input type="checkbox"/>	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>
				Medical Yes <input type="checkbox"/> No <input type="checkbox"/>	
				Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
8. Are you an apprentice or trainee?		Y <input type="checkbox"/> N <input type="checkbox"/>	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?		Y <input type="checkbox"/> N <input type="checkbox"/>
9. Are you paid for all hours worked?		Y <input type="checkbox"/> N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y <input type="checkbox"/> N <input type="checkbox"/>
12a. Employee Signature			12b. Date		
13. Duties observed by the interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)		15b. Signature of Interviewer		15c. Date of interview	

Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
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Previous editions are obsolete

Form HUD-11 (02/2009)

Record of Employee Interview	U.S. Department of Housing and Urban Development Office of Labor Relations	OMB Approval No. 2501-0009 (exp. 12/31/2013)
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Instructions:**General:**

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Relations staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Form HUD-11 (08/2004)

Historial de Entrevista del Empleado

Departamento de Vivienda y
Desarrollo Urbano de EE.UU.
Oficina de Relaciones Laborales

Aprobación de OMB No. 2501-0009
(exp. 01/31/2021)

Se estima que la tarea de recolección de esta información pública es de aproximadamente 15 minutos por respuesta, incluso el tiempo para examinar instrucciones, buscar fuentes de datos existentes, recopilar y mantener datos necesarios, y completar y examinar la recopilación de la información. Esta agencia no puede recopilar esta información y no se requiere que usted llene este formulario, a menos que éste exhiba un número de control válido de la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés). La información que se recopila tiene la finalidad de garantizar la conformidad a las normas laborales Federales mediante entrevistas con obreros de construcción. La información recopilada asistirá a HUD a conducir el monitoreo de conformidad; la información se usará para examinar la veracidad de los informes de nómina certificados presentados por el patrón. **Información confidencial.** La información recopilada en este formulario es considerada confidencial y está protegida por la Ley de Privacidad. La Ley de Privacidad requiere que estos archivos se mantengan con salvaguardas administrativas, técnicas, y físicas apropiadas para garantizar su seguridad y confidencialidad. Además, estos archivos deberán ser protegidos contra cualquier amenaza anticipada o riesgos a su seguridad o integridad, que podría causar daño sustancial, vergüenza, inconveniencias, o injusticias a cualquier individuo de quien se mantiene la información. **La información recopilada aquí es voluntaria y cualquier información proporcionada será mantenida como confidencial.**

1a. Nombre del proyecto			2a. Nombre del empleado		
1b. Número del proyecto			2b. Número de teléfono del empleado (incluso prefijo local)		
1c. Contratista o subcontratista (Patrón)			2c. Dirección residencial del empleado y código postal		
			2d. ¿Verificación de identificación? Sí <input type="checkbox"/> No <input type="checkbox"/>		
3a. ¿Cuánto tiempo en este trabajo?	3b. ¿Último día en este trabajo antes de hoy?	3c. ¿No. de horas en su último día en este trabajo?	4a. ¿Salario por hora?	4b. ¿Beneficios complementarios?	
				Vacaciones Sí <input type="checkbox"/> No <input type="checkbox"/>	4c. ¿Talonario de paga? Sí <input type="checkbox"/> No <input type="checkbox"/>
				Médicos Sí <input type="checkbox"/> No <input type="checkbox"/>	
				Pensión Sí <input type="checkbox"/> No <input type="checkbox"/>	
5. Clasificación(es) de su trabajo(s) (enumere todas) — continúe en una página separada si es necesario					
6. Sus deberes					
7. Herramientas o equipo usado					
8. ¿Es aprendiz?		S <input type="checkbox"/> N <input type="checkbox"/>	10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?		S <input type="checkbox"/> N <input type="checkbox"/>
9. ¿Le pagan todas las horas trabajadas?		S <input type="checkbox"/> N <input type="checkbox"/>	11. ¿Alguna vez ha sido amenazado o coaccionado a entregar parte de su paga?		S <input type="checkbox"/> N <input type="checkbox"/>
12a. Firma del empleado			12b. Fecha		
13. Deberes observados por el entrevistador (Por favor sea específico.)					
14. Comentarios					
15a. Nombre del entrevistador (use letra de imprenta)		15b. Firma del entrevistador		15c. Fecha de la entrevista	

Examinación de Nómina

16. Comentarios					
17a. Firma del examinador de nómina			17b. Fecha		

InstruccionesGeneralidades:

Este formulario será utilizado por personal de HUD y agencias locales a fin de anotar toda información recopilada durante las entrevistas en sitio con obreros y mecánicos empleados en proyectos sujetos a requisitos de pago de salario vigente federal. Por lo general, el personal que efectúe entrevistas en sitio y use este formulario será personal de HUD e inspectores de construcción con comisión, personal de la Oficina de Relaciones Laborales de HUD, e inspectores de contratos de la agencia de normas laborales local.

La información recopilada en este formulario HUD-11 es evaluada para su conformidad general y comparada con informes de nóminas certificados presentados por el empleador correspondiente. La comparación examina la veracidad de los informes de nómina y puede ser crítica para la exitosa conclusión de gestiones de cumplimiento en caso de existir violaciones a las normas laborales. La meticulosidad y exactitud de la información recopilada durante las entrevistas es trascendental.

Tenga en cuenta que tanto la entrevista misma y la información recopilada en el formulario HUD-11 se consideran ser de carácter confidencial. Las entrevistas se deberán efectuar en forma individual y en privado. Todos los trabajadores y mecánicos empleados en el sitio de trabajo deben ser puestos a disposición para las entrevista a petición del entrevistador. Sin embargo, la participación del empleado es voluntaria. Las entrevistas serán conducidas en una manera y lugar que sean conducentes a los objetivos de la entrevista y ocasionen el menor inconveniente al patrón(nes) y empleado(s).

Instrucciones para rellenar el formulario HUD-11

Líneas 1a - 1c: Auto aclaratorio

Líneas 2a – 2d: Anote el nombre completo del empleado, un número telefónico donde se le pueda contactar, y su dirección residencial. Muchos trabajadores de construcción usan una dirección temporal en la localidad del proyecto y tienen una dirección más permanente en algún otro lugar a donde se les puede enviar correspondencia. Si puede, obtenga una dirección más permanente. Pida al empleado algún tipo de identificación (por ej., licencia de conducir) para verificar su nombre.

Líneas 3a – 4c: Anote las respuestas del empleado. Pregunte a los empleados si tienen un talonario de paga con ellos; si no, determine si el talonario de paga concuerda con la información provista por el empleado.

Líneas 5 – 7: Asegúrese de que las respuestas del empleado sean específicas. Por ejemplo, la clasificación de trabajo (#5) debe identificar el tipo de oficio que desempeña (por ej., carpintero, electricista, plomero) – respuestas tales como “jornalero” o “mecánico” no ayudan para nuestros propósitos.

Líneas 8 – 12b: Auto explicatorio

Líneas 13 – 15c: Estos asuntos representan alguna de la información más importante que se puede recopilar durante una entrevista en sitio. Por favor sea específico en cuanto a los deberes que según su observación desempeñó el empleado. Quizás sea más fácil hacer estas observaciones antes de iniciar la entrevista. Por favor anote cualquier comentario que pueda ser de importancia. Por ejemplo, si el empleado entrevistado estaba trabajando con un equipo, ¿cuántos trabajadores tenía el equipo? ¿Se mostraba el empleado evasivo?

El nivel de precisión garantizado está directamente relacionado al grado que la(s) entrevista(s) u otras observaciones pueden indicar que existen posibles violaciones. Si las entrevistas indican que puede haber paga de salario insuficiente relacionado a algún particular oficio (s), se recomienda al entrevistador conducir entrevistas con tantos trabajadores en ese oficio(s) estén disponibles.

Líneas 16 – 17b: Inicialmente, la información en el formulario HUD-11 puede ser examinada para conformidad general. Por ejemplo, ¿está la clasificación de trabajo y el salario declarado por el empleado compatible con las clasificaciones y tasas de salario en la decisión de salario aplicable? ¿Concuerdan los deberes observados por el entrevistador con la clasificación de trabajo?

Una vez se reciben los informes de nómina certificados correspondientes, se hará una comparación de la información anotada en el formulario HUD-11 con los informes de nómina. Cualquier discrepancia entre la información del formulario HUD-11 y la del informe de nómina será anotada en la línea 16, Comentarios. Si se hacen observaciones de discrepancias se deberán tomar pasos de seguimiento para resolver las discrepancias.

Toda publicación previa queda obsoleta

forma HUD-11 (08/201

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Labor Relations
FEDERAL LABOR STANDARDS QUESTIONNAIRE

HUD FORM 4730
 OMB Approval Number 2501-0018
 (Exp. 01/31/2024)

We are conducting a review of federal labor standards compliance on the project named below. We are asking for certain information regarding your employment on this project. Sending this questionnaire to you does not imply that your employer has violated any law.

Please respond to all of the questions listed below. Your responses will be considered confidential and will not be released to anyone without your permission. Your answers should refer only to the time during which you worked on this project. Please return the completed form as soon as possible, using the envelope provided, which needs no postage.

If you have any questions, please call:

Employer		Project name, number and location	
1. Your Name		2. Your Job title	
3. When did you work on this project? From: _____ To: _____		4. Where did you work (job site, shop, etc)?	
5. What duties did you perform on this project?			
6. What tools did you use (if any) to perform your duties on the project?			
7. How were you paid? (hourly wage, salary, piece work, etc.)		8. If your wage was based on piece work, how was your pay determined (i.e., \$ per board, per unit, etc.)?	
9. What was your hourly wage on this project? \$	10a. Did you receive fringe benefits? Yes <input type="checkbox"/> No <input type="checkbox"/>	10b. If yes, which fringe benefits did you receive? Vacation <input type="checkbox"/> Medical <input type="checkbox"/> Pension <input type="checkbox"/> Other <input type="checkbox"/> Specify:	
11. On average, how many hours did you work each week?	12. Did you ever work over 40 hours in a single week? Yes <input type="checkbox"/> No <input type="checkbox"/>	13. If you worked over 40 hours per week, did you receive overtime pay (at least 1½ times your regular rate of pay)? Yes <input type="checkbox"/> No <input type="checkbox"/>	14. If you did <u>not</u> receive overtime pay for overtime hours worked, identify the number of weeks in which overtime was worked and/or total overtime hours
15. Attach copies of check stubs or a record of your hours and pay received <input type="checkbox"/> CHECK IF ATTACHED	16. Attach any other comments or statements on separate sheet <input type="checkbox"/> CHECK IF ATTACHED		

HUD-4730 (06/2004) PREVIOUS EDITION IS OBSOLETE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Labor Relations
FEDERAL LABOR STANDARDS QUESTIONNAIRE

HUD FORM 4730
OMB Approval Number 2501-0018
(Exp. 01/31/2024)

- 17. Identify other employees (name, address, phone) who worked with you and who could confirm the type of work you performed
- 18. Identify employees (name, address, phone) you supervised

I affirm that the information provided herein is accurate to the best of my knowledge.

Employee Name (Please print clearly)	Home Phone Number (including area code)
Current address (Include apartment number, if any) (Street/City/State/Zip Code)	Alternate Phone Number(s) (including area code)
Permanent/Alternate Address (if current address is temporary)	Email address
Signature	Date

Disclosure Authorization

I authorize the HUD representative to disclose my name and the information I have submitted to the extent necessary to enforce my rights under the Acts administered by the U.S. Department of Housing and Urban Development.

Signature:	Date:
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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered sensitive and will not be released without your approval. Provision of this is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on covered HUD-assisted construction and maintenance work. Enforcement activities include contacting laborers and mechanics and requesting information about their employment on covered projects.

HUD-4730 (06/2004) PREVIOUS EDITION IS OBSOLETE

DEPARTAMENTO DE VIVIENDA Y DESARROLLO URBANO DE LOS EE.UU.**Oficina de Relaciones Laborales****CUESTIONARIO DE ESTÁNDARES FEDERALES DE TRABAJO****FORMULARIO****HUD 4730SP**

Número de Aprobación

OMB 2501-0018

Exp. 02/29/2020

Estamos llevando a cabo una revisión del cumplimiento con los estándares federales de trabajo en el proyecto mencionado a continuación. Estamos solicitando cierta información concerniente a su empleo en este proyecto. El envío de este cuestionario no implica que su empleador haya violado alguna ley.

Por favor responda a todas las preguntas mencionadas abajo. Sus respuestas se considerarán confidenciales y no se revelarán a nadie sin su permiso. Sus respuestas se deben referir únicamente al tiempo durante el cuál usted trabajó en este proyecto. Por favor devuelva el formulario debidamente llenado lo más pronto posible, usando el sobre proporcionado con franqueo pagado.

Si tiene preguntas, por favor llame:

Empleador		Nombre del proyecto, número y ubicación	
1. Su nombre		2. El título de su trabajo	
3. ¿Cuándo trabajó en este proyecto? Desde: Hasta:		4. ¿Dónde trabajó usted (lugar del trabajo, taller, etc.)?	
5. ¿Qué tareas desempeñó en este proyecto?			
6. ¿Qué herramientas usó (si usó alguna) para desempeñar sus tareas en el proyecto?			
7. ¿Cómo se le pagó? (salario por hora, sueldo, trabajo a destajo, etc.)		8. Si su salario era en base a trabajo a destajo, ¿cómo se determinó su pago (esto es, por tabla, por unidad, etc.)?	
9. ¿Cuál era su salario por hora en este proyecto? \$	10a. Recibió usted beneficios adicionales? Sí <input type="checkbox"/> No <input type="checkbox"/>	10b. Si la respuesta es sí, ¿Cuáles beneficios adicionales recibió? Vacaciones <input type="checkbox"/> Seguro médico <input type="checkbox"/> Jubilación <input type="checkbox"/> Otra <input type="checkbox"/> Especifique	
11. En promedio, ¿cuántas horas trabajó usted cada semana?	12. ¿Trabajó usted más de 40 horas en una sola semana? Sí <input type="checkbox"/> No <input type="checkbox"/>	13. Si usted trabajó más de 40 horas por semana, ¿recibió pago por horas extra (por lo menos 1½ veces su tarifa de pago regular)? Sí <input type="checkbox"/> No <input type="checkbox"/>	14. Si usted <u>no</u> recibió pago de sobre tiempo por las horas extra de trabajo, identifique el número de semanas que trabajó horas extra y/o las horas extra
15. Adjunte copias de los talones de cheques o planillas de sus horas y del pago recibido <input type="checkbox"/> MARQUE SI ESTÁN INCLUIDOS		16. Incluya cualquier otro comentario o declaración en una hoja separada <input type="checkbox"/> MARQUE SI ESTÁN INCLUIDOS	

HUD-4730 SPANISH (06/2004) PREVIOUS EDITION IS OBSOLETE

DEPARTAMENTO DE VIVIENDA Y DESARROLLO URBANO DE LOS EE.UU.**Oficina de Relaciones Laborales****FORMULARIO****HUD 4730SP**

Número de Aprobación

OMB 2501-0018

Exp. 02/29/2020

CUESTIONARIO DE ESTÁNDARES FEDERALES DE TRABAJO

17. Identifique a otros empleados (nombre, dirección, teléfono) que trabajaron con usted y que podrían confirmar el trabajo que usted desempeñó

18. Identifique a los empleados (nombre, dirección, teléfono) que usted supervisó

Afirmo que la información proporcionada aquí es exacta a mi mejor conocimiento.

Nombre del empleado (Por favor escriba claramente en letra de molde)	Número de teléfono de su domicilio (incluya el código de área)
Dirección actual (Incluya el número de apartamento, si se aplica (Calle/Ciudad/Estado/Código Postal)	Número(s) de teléfono alternativos(s) (incluya el código de área)
Dirección permanente/alternativa (si la dirección actual es temporal)	Dirección de correo electrónico
Firma	Fecha

Autorización de Revelación

Autorizo al representante de HUD revelar mi nombre y la información que he presentado, en la medida necesaria para hacer valer mis derechos bajo las Leyes administradas por el Departamento de Vivienda y Desarrollo Urbano de los EE.UU.

Firma:	Fecha:
---------------	---------------

La responsabilidad de informar al público para esta recopilación de información se estima a un promedio de 30 minutos por respuesta, incluyendo el tiempo para revisar las instrucciones, buscar las fuentes de datos existentes, recopilar y mantener los datos necesarios, así como completar y revisar la información recopilada. La información se considera confidencial y no se revelará sin su aprobación. El proporcionarla es voluntario. Esta agencia no puede recopilar información y usted no está obligado a llenar este formulario, a menos que se muestre un número de control actual válido de la Oficina de Administración y Presupuesto (OMB).

HUD y las agencias locales que administran los programas asistidos por HUD deben hacer cumplir los requisitos federales de información y salario en los trabajos de construcción y mantenimiento cubiertos, asistidos por HUD. Las actividades de cumplimiento incluyen contratar obreros y mecánicos y solicitar información sobre sus empleos en proyectos cubiertos.

HUD-4730 SPANISH (06/2004) PREVIOUS EDITION IS OBSOLETE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Office of Labor Relations ON-LINE EMPLOYEE QUESTIONNAIRE	HUD FORM 4730E <small>OMB Approval No. 2501-0018 (Exp. 02/29/2020)</small>
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Many construction projects assisted by the Department of Housing and Urban Development (HUD) are covered by federal labor standards. These standards include the payment of prevailing wage rates as determined by the Secretary of Labor, otherwise known as Davis-Bacon wage rates. In addition, many projects are covered by overtime rules that require the payment of one and one-half times the regular rate of pay for hours worked over 40 in a workweek. Construction workers who are paid less than prevailing wages for the work they perform or who do not receive time and one-half for overtime hours worked may be entitled to wage restitution (back wages). Also, maintenance workers employed at many public and Indian housing projects are covered by prevailing wage rates determined by HUD. Maintenance workers that do not receive prevailing wages or, in some cases, overtime pay, may also be entitled to wage restitution. If you think that you may not have been paid correctly for construction or maintenance work that you performed on a HUD-assisted project, you can complete this questionnaire and submit it to HUD electronically by clicking on the "Submit" button at the end of the form. Or you can print your completed form and mail it to HUD at the following address:

U.S. Department of HUD
 Office of Labor Relations
 451 7th Street, SW, Room 2102
 Washington, DC 20410

We will review the information you provide and will let you know if you have been underpaid and, if so, we will work to ensure that you receive any additional wages that you may have earned. Please note that if we believe you have been underpaid, we will probably need to contact you for more information.

Please respond to all of the questions listed below. Your responses will be considered confidential and will not be released to anyone without your permission. Your answers should refer only to the time during which you worked on the HUD-assisted project.

If you have any questions, please contact a HUD Labor Relations Specialist. A list of contact names, addresses, telephone numbers, email addresses and the geographic areas they cover can be found at: www.hud.gov/offices/olr

Employer	Project name, number and location
1. Your Name	2. Your Job title
3. When did you work on this project? From: To:	4. Where did you work (job site, shop, etc.)?
5. What duties did you perform on this project?	
6. What tools (if any) did you use to perform your duties on the project?	
7. How was your wage determined? (hourly wage, salary, piece work, etc.)	8. If your wage was based on piece work, describe how pay was determined (i.e., \$ per board, per unit, etc.)?

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Labor Relations
ON-LINE EMPLOYEE QUESTIONNAIRE

HUD FORM 4730E
OMB Approval No. 2501-0018
(Exp. 02/29/2020)

9a. What was your hourly wage rate on the project? \$		10a. Did you receive fringe benefits? Yes <input type="checkbox"/> No <input type="checkbox"/>		10b. If yes, which fringe benefits? Vacation <input type="checkbox"/> Medical <input type="checkbox"/> Pension <input type="checkbox"/> Specify: Other	
9b. If you know, what was the required prevailing wage for this project? \$					
11. On average, how many hours did you work each week?	12. Did you ever work over 40 hours in a single week? Yes <input type="checkbox"/> No <input type="checkbox"/>	13. If you worked over 40 hours per week, did you receive overtime pay (1½ times your regular rate of pay)? Yes <input type="checkbox"/> No <input type="checkbox"/>	14. If you did <u>not</u> receive overtime pay for overtime hours worked, identify the number of weeks in which overtime was worked and/or total overtime hours		
15. Identify other employees (name, address, phone) who worked with you and who could confirm the type of work you performed					
16. Identify employees (name, address, phone) you supervised					
How may we contact you?					
Current address (Include apartment number, if any) (Street/City/State/Zip Code)			Home Phone Number (including area code)		
Permanent/Alternate Address (if current address is temporary)			Alternate Phone Number(s) (including area code)		
Email address			Cell Phone		
			Date		

Disclosure Authorization

I authorize the HUD representative to disclose my name and the information I have submitted to the extent necessary to enforce my rights under the Acts administered by the U.S. Department of Housing and Urban Development.

Yes No

SUBMIT

PRINT

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered sensitive and will not be released without your approval. Provision of this information is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on covered HUD-assisted construction and maintenance work. Enforcement activities include contacting laborers and mechanics and requesting information about their employment on covered projects.

HUD-4730E (6/2004) PREVIOUS EDITION IS OBSOLETE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Office of Labor Relations FEDERAL LABOR STANDARDS COMPLAINT INTAKE FORM	HUD FORM 4731 <small>OMB Approval No. 2501-0018 (Exp. 01/31/2024)</small>
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<i>Name of complainant</i>	Social Security Number
<i>Current address of complainant (Street/City/State/Zip Code)</i>	<i>Permanent address, if different from current address</i>
<i>Telephone (including area code) (Home/Cell/Other)</i>	<i>E-Mail address</i>
<i>Project name, location and contract/project number</i>	<i>Prime contractor company name</i>
<i>Employer (company) name</i>	<i>Employer: name of owner/responsible party</i>
<i>Employer address</i>	<i>Employer: contact information (Telephone/Cell/Other)</i>

Check one: <input type="checkbox"/> Current employee <input type="checkbox"/> Former employee <input type="checkbox"/> Other (specify)	<i>Period employed on the project</i> From: _____ To: _____
---	--

Occupation/job title:

Duties performed (be specific)

Tools used and/or equipment operated

Wage Rate: \$ _____ per Hour Day Week Piece Other (specify):

Hours usually worked on the project:

<u>Sunday</u>	Monday	Tuesday	Wednesday	Thurs a y	Friday	Satur day

Usual start and stop times Start work time: _____ End work time: _____

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Office of Labor Relations FEDERAL LABOR STANDARDS COMPLAINT INTAKE FORM	HUD FORM 4731 <small>OMB Approval No. 2501-0018 (Exp. 01/31/2024)</small>
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<i>Name of complainant</i>	<i>Social Security Number</i>
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		Yes	No			Yes	No
Were meal breaks taken? If yes, how long were the breaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Did the employer keep time records?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paid Overtime (time and ½) after 40 hours?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Did the complainant keep time records?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paid for all hours worked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does complainant have other personal records (pay stubs, log books, etc.) he/she can provide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Was/is the complainant an Apprentice?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Were fringe benefits paid?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If fringe benefits were paid, check all that apply:

Cash in lieu of fringe benefits
 Life insurance
 Pension
 Health insurance
 Dental insurance
 Holiday/Sick/Vacation

Identify other fringe benefits paid

Names of others affected by the alleged violation(s)

Names of others who can verify/attest to the complainant's allegations

- Continuation sheets attached
 Complainant's personal interview attached

Complaint taken by:

Name (print clearly)	Phone number (including area code) and E-mail address
Title	Agency, office
Signature	Date

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining data needed, and completing and reviewing the collection of information. The information is considered sensitive and will not be released without your approval. Provision of this information is voluntary. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number. HUD and local agencies administering HUD-assisted programs must enforce Federal wage and reporting requirements on covered HUD-assisted construction and maintenance work. Enforcement activities include collecting information from laborers and mechanics and other interested parties regarding information about their employment on covered projects.

LINKS TO JOB SITE POSTERS AND FEDERAL LABOR STANDARDS PROVISIONS

Actual job site posters and Federal Labor Standards provisions will be sent to you along with the wage determination, payroll forms, and other labor materials. These links are provided for your reference.

Job site posters are to be posted prominently at the job site where they can be seen by employees and applicants for employment.

WHD 1321 -- Employee Rights Poster - English

<https://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>

WHD 1321 -- Employee Rights Poster – Spanish

<https://www.dol.gov/whd/regs/compliance/posters/davispan.pdf>

OSHA -- Job Safety and Health – It's The Law – English

<https://www.osha.gov/Publications/osha3165.pdf>

OSHA -- Job Safety and Health – It's The Law – Spanish

<https://www.osha.gov/Publications/osha3167.pdf>

OFCCP Equal Employment Opportunity Is The Law - English

https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeoc_self_print_poster.pdf

OFCCP Equal Employment Opportunity Is The Law - Spanish

https://www.eeoc.gov/sites/default/files/migrated_files/employers/eeoc_self_print_poster_spanish.pdf

HUD Form 928.1 -- Equal Housing Opportunity - English

<https://www.hud.gov/sites/documents/928.1.PDF>

HUD Form 928.1A -- Equal Housing Opportunity - Spanish

<https://www.hud.gov/sites/documents/SPANISH.PDF>

Please note that Federal Labor Standards provisions, in their entirety, must be included with all bid documents and contracts.

HUD-4010 - Federal Labor Standards Provisions

www.hud.gov/sites/dfiles/OCHCO/documents/4010.pdf

Required Contract Provisions



REQUIRED CONTRACT LANGUAGE AND PROVISIONS

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain records, including supporting documentation, for three years from closeout of the grant to the state of Iowa.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Federal Executive Order 11063, as amended by Executive Order 12259
Equal Opportunity Housing
- Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

Federal Executive Orders 11246 and 11375:

Provides that no one be discriminated in employment.

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000**Clean Air and Water Acts:**

- Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- Section 508 of the Clean Water Act (33 U.S.C. 1368).
- Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

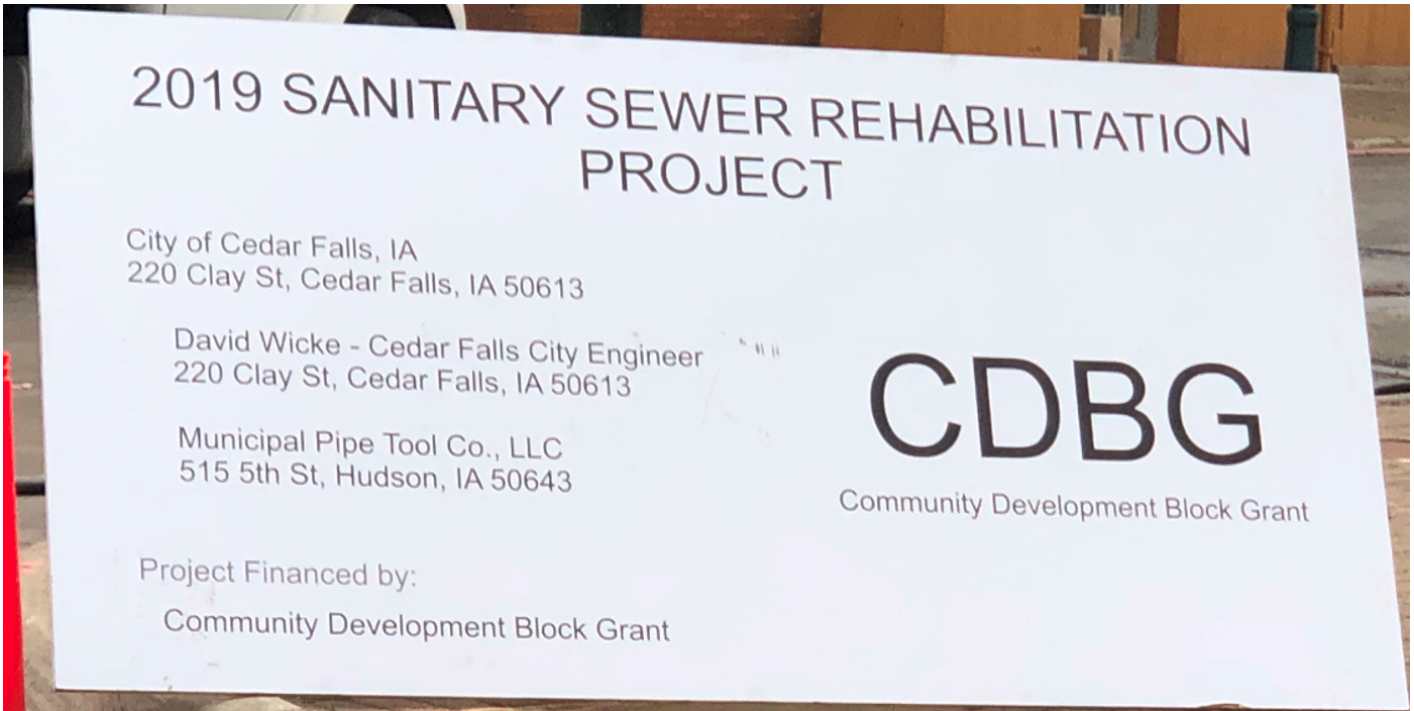
ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**Federal Labor Standards**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

Federal Labor Standards Provisions (verbatim) found in Appendix 2, including:

- Davis-Bacon and Related Acts
- Contract Work Hours and Safety Standard Act
- Copeland Anti-kickback Act

Project Sign Board



Project Construction Sign

White Background

Project Title

Sponsor/Developer

Official(s) or Sponsor Address

Architect or Engineer

(second line)

Contractor

(second line)

CDBG
Community Development Block Grant

Project Financed by:

Community Development Block Grant

2024 CDBG Sanitary Sewer Rehabilitation Project
CITY PROJECT NO. SA-000-3325
Engineers Estimate
12/21/2023

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	4050-108-A-0	Pipe Lining, 8 Inch	L.F.	\$33.00	2873.0	\$94,809.00
2	4050-108-B-0	Building Sanitary Sewer Service Reconnection	EACH	\$100.00	66.0	\$6,600.00
3	4050-108-B-0	Grouting Service Laterals	EACH	\$450.00	66.0	\$29,700.00
4	11020-108-A-0	Mobilization	L.S.	\$10,000.00	1.0	\$10,000.00
TOTAL PROJECT ESTIMATE						<u>\$141,109.00</u>

MEETING OF STANDING COMMITTEES

City Hall, 220 Clay Street

January 2, 2024

The meeting of Standing Committees met at City Hall at 5:50 p.m. on January 2, 2024, with the following Committee persons in attendance: Councilmembers Gil Schultz, Chris Latta, Daryl Kruse, Aaron Hawbaker, Dustin Ganfield, Hannah Crisman, and Kelly Dunn. Staff members from all City Departments and members of the community attended in person.

Finance & Business Operations Committee:

Chair Dunn called the meeting to order and introduced the only item on the Finance & Business Operations Committee Agenda, Capital Improvements Program (CIP) and introduced Finance and Business Operations Director Jennifer Rodenbeck. Director Rodenbeck gave a brief introduction to establish proposed changes and an overview of each item: #23 - ERP System; #46 – Hearst Center Expansion; #50 – UNI Dome Renovation; #54, #55, #58, #61, #62, #63 – Various Plans; #66 – Birdsall Park; #124 – Annual Street Repair Program; #130 Hwy 58 & Greenhill Road Intersection; #136 – Prairie Parkway & Biking Road Intersection; #161 – Seerley Park Renovation; #190 Replacement of Aerial Truck; #195 Nutrient Reduction Improvements.

Chair Dunn opened for Council discussion on all items. Councilmember Kruse questioned the current proposed rates on bond sales. Director Rodenbeck clarified that they are currently budgeted for 3%, but it will not be brought to Council until April or May. Mayor Laudick asked for clarification regarding the Pinnacle Prairie TIF and if it could be budgeted towards other projects, or if it needs to be used for that development only. City Administrator Ron Gaines clarified that we will need to wait for the evaluation for that TIF district after its expiration to give better projected capacity. Councilmember Schultz questioned if there have been designs or meetings regarding the Hwy57 and Union Road intersection. Mr. Gaines stated there are indications from the district to move forward with the improvement project. Councilmember Kruse questioned the differentiation of short term and long-term projects, pertaining to roundabouts and rumble strips. Public Works Director Chase Schrage said they are waiting for clarification from the district about rumble strips, and roundabouts have been in the preliminary talk. Councilmember Ganfield referenced item #56 - Rental De-conversation, and asked if the city is concerned about cutting out affordable housing for the workforce and asked for clarification if cutting the \$100,000 would hurt the program. Community Development Director Stephanie Sheetz said the funding has not been maximized and most years it will range from 3-4 projects, stating we would still see other properties turning into rental properties at discretion of the property owners. Chair Dunn said she believes it helps improve the aging housing stock and feels it's a positive for the neighborhoods and community. Councilmember Latta questioned whether the process of looking at the economic benefit of putting an extra \$500,000 into the UNI Dome and getting the benefit of the football playoffs, if a similar economic benefit analysis is being prepared for Birdsall Park and being able to host larger youth events. Ms. Sheetz said that the outcome and capabilities of the Park will be put into the discussion. Councilmember Schultz motioned to recommend the CIP with the two proposed amendments that were presented for Council approval, seconded by Councilmember Crisman. Motion passed unanimously.

Meeting adjourned at 6:23 p.m.

Minutes by Shianne Bellinger, Administrative Assistant

Dear, Mr. Mayor, Karen Howard, City Staff, and Fellow Commissioners:

I want to first take a moment to give my extreme gratitude for the last few years together as we have embarked on some quite transformational pieces within our city. I have been honored to serve the city of Cedar Falls, but more importantly to be able to serve next to each one of you.

With that being said, I never thought I would have to send a letter instead of being able to be in person, but with the passing of the last six months and my transition to a new career path that is taking me all over the United States, I am not able to serve in the capacity that I have been desiring to.

While I am seeing what other cities do as well as having a newfound passion for how cities work, operate, and develop, it is causing me to be gone many of the Wednesdays for our meetings. I am no longer able to commit to this position, and feel I am doing the commission, city staff, and ultimately the city a disservice.

With that being said, I am requesting my resignation from the commission effective immediately. I wish my fellow commissioners the best in 2024, wish great decision making within our amazing city, and future for growth as we all move forward. I will still be watching if only from afar and know that you have impacted my life in ways I can't explain.

In the words of Frank Darrah, former councilperson, who aided in me getting the opportunity to be appointed to the commission, "Amanda, always remember, we have to plan, plan, plan to be able to zone our city the right way". That is how I have always wanted to do our business. Plan for the future growth of our city.

Happy 2024 and beyond. Thank you again for this amazing experience and opportunity to serve.

Sincerely,
Amanda Lynch

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

January 10, 2024


Honorable Mayor Laudick and City Council
City Hall, 220 Clay Street
Cedar Falls, IA 50613

Mayor Laudick and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved and authorized administration of a testing instrument for the position of Assistant Equipment Mechanic. Listed below is the name of the top ranked candidate with their combined average test scores and applicable Veteran's Preference points. Tied scores are presented in alphabetical order, if applicable.

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Points With Preference
1	Dylan Danielsen	466		466

Respectfully Submitted,



Paul Lee, Commission Chairperson



Crystal Ford, Commissioner



Cathy Showalter, Commissioner

Orig: ✓ Kim Kerr, City Clerk
Cc: Chase Schrage, Director of Public Works
Brian Heath, Operations & Maintenance Manager
Civil Service Records



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 Laudick and City Councilmembers
From: Craig Berte, Public Safety Services Director
Mark Howard, Police Chief
Date: January 8, 2024
Re: Retail Alcohol License Applications

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

Name of Applicants:

- a) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C retail alcohol & outdoor service - renewal.
- b) Second State Brewing, 203 State Street, Class C retail alcohol & outdoor service – renewal.
- c) Kwik Spirits, 4116 University Avenue, Class E retail alcohol - renewal.



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: Mayor Laudick and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: January 4, 2024
SUBJECT: Cedar Fall Utilities Transfer of Funds to the City of Cedar Falls

On November 8, 2023, Cedar Falls Utilities adopted Resolution No. 6561 authorizing the transfer of \$30,000 in surplus funds to the Economic Development Fund of the City of Cedar Falls. In accordance with Section 384.89 of the Code of Iowa, the transfer of those funds is subject to approval by the City Council. A copy of the resolution from Cedar Falls Utilities authorizing the transfer is attached.

I would ask that City Council adopt a resolution approving the transfer of \$30,000 in surplus funds from Cedar Falls Utilities to the Economic Development Fund of the City of Cedar Falls. Per Cedar Falls Utilities, after the City accepts the funds, the funds shall be paid to the Cedar Falls Economic Development Corporation.

Thank you and please let me know if you have any questions.

Xc: Jennifer Rodenbeck, Director of Finance and Business Operations
Ron Gaines, P.E., City Administrator

RESOLUTION No. 6561

**RESOLUTION DECLARING SURPLUS FUNDS AND AUTHORIZING THE PERMANENT TRANSFER
OF FUNDS FROM THE MUNICIPAL COMMUNICATIONS UTILITY
TO THE CITY OF CEDAR FALLS**

Whereas, in accordance with Resolution No. 6027, the Board of Trustees of the Municipal Communications Utility of the City of Cedar Falls, Iowa, has determined that there are surplus funds available in the Municipal Communications Utility; and

Whereas, the Board of Trustees has further determined that a transfer of surplus funds from the Municipal Communications Utility should be made to the City of Cedar Falls, Iowa, in accordance with Section 384.89 of the Code of Iowa; and

Whereas, the Board of Trustees has chosen to direct the transferred funds to the City of Cedar Falls' Economic Development Fund, as outlined below; and

Whereas, the transfer of surplus funds is to be permanent; and

Whereas, in accordance with Section 384.89 of the Code of Iowa, the transfer of surplus funds is subject to the approval of the Cedar Falls City Council.

Now, Therefore, Be It Resolved by the Board of Trustees of the Municipal Communications Utility of the City of Cedar Falls, Iowa, as follows:

1. That the sum of \$30,000.00 shall be transferred from the surplus funds of the Municipal Communications Utility to the Economic Development Fund of the City of Cedar Falls, Iowa, subject, however, to the City Council of the City of Cedar Falls approving this transfer by resolution, and the approving resolution being certified to the Board of Trustees.
2. The Director of Finance & Organizational Services of the Municipal Communications Utility is directed to make proper entries in the books of the Utility and to notify the City Clerk of this transfer when properly approved as herein required and shall accompany the notification with a copy of this Resolution.

Introduced and Adopted this 8th day of November, 2023.

Attest:



MaraBeth K. Soneson – Secretary



Richard L. McAlister – Chair

The above Resolution was moved by Trustee Engel and seconded by Trustee Soneson. Upon call of the roll the following Trustees voted:

Aye: McAlister, Engel, Soneson, Iehl
Nay: None
Absent: Evens

I hereby certify the above to be a true and correct copy of Resolution No. 6561 passed by the Boards of Trustees of the Municipal Communications Utility of the City of Cedar Falls, Iowa, on the 8th day of November, 2023.



Richard L. McAlister – Chair



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Colleen Sole, Human Resources Specialist/Title VI Coordinator
DATE: January 5, 2024
SUBJECT: Title VI Non-Discrimination Agreement Iowa DOT

The attached Title VI Non-Discrimination Agreement with the Iowa Department of Transportation has been updated to reflect Mayor Daniel Laudick as the Administrative Head, and DEI Specialist Chelsie Luhning, as the designated Title VI Coordinator. This document is required to be updated to maintain the City's compliance and is necessary to receive federal funding through the IDOT for transportation projects.

If you have questions, please feel free to contact me at 319-243-2712.

Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
Cedar Falls City

Agency Information

Name and title of administrative head:

Name: Daniel Laudick Title: Mayor

Address: 220 Clay Street

City: Cedar Falls State: IA ZIP Code: 50613 County: Black Hawk

Phone/FAX: 319-273-8600 Email: Danny.Laudick@cedarfalls.com

Name and title of designated Title VI coordinator:

Name: Chelsie Luhring Title: Diversity, Equity, & Inclusion Specialist

Address: 220 Clay Street

City: Cedar Falls State: IA ZIP Code: 50613 County: Black Hawk

Phone/FAX: 319-268-5120 Email: Chelsie.Luhring@cedarfalls.com

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, Cedar Falls City has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 2 For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Office of Employee Services – Civil Rights
800 Lincoln Way
Ames, Iowa 50010
515-239-1422
515-817-6502 (fax)
dot.civilrights@dot.iowa.gov

- 5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
 - a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.

- 6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
 - a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.

- 7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

- 8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

- 9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
 - a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

- 10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
- 11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
 - a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
- 12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
 - a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

Cedar Falls City

Tracy Bradley
Signature

Tracy Bradley
Printed Name and Title

January 4, 2024
Date

Signature

Daniel Laudick, Mayor

Printed Name and Title

Date

Title VI Non-discrimination Policy Statement

The Cedar Falls City, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's Chelsie Luhring/Finance & Business Operations Dept. is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.


Signature

Chelsie Luhring, DEI Specialist
Printed Name and Title

1/4/24
Date

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The Cedar Falls City (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the **FHWA**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Cedar Falls City _____, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

- 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, Cedar Falls City also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Cedar Falls City gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Program. This ASSURANCE is binding on Iowa, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Highway Program. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Cedar Falls City

(Name of Recipient)

by



(Signature of Authorized Official)

DATED 1/4/24

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the Cedar Falls City will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Cedar Falls City all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Cedar Falls City and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Cedar Falls City, its successors and assigns.

The Cedar Falls City, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Cedar Falls City will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Cedar Falls City pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Cedar Falls City will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Cedar Falls City will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Cedar Falls City and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by Cedar Falls City pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Cedar Falls City will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Cedar Falls City will there upon revert to and vest in and become the absolute property of Cedar Falls City and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



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: Kim Kerr, City Clerk
FROM: Andrea Ludwig, Financial Clerk
DATE: December 12, 2023
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed and weeds removed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Lorain Acquisitions Inc.
702 William Moss Blvd.
Stockton, CA 95206

\$150.39 September 2023
\$ 2.26 2023 (fees)
\$152.65 Total owed

Property address: 807 Clay St., CF
Parcel #8914-12-377-004

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA
COUNTY OF BLACK HAWK
STATE OF IOWA

**NOTICE OF PROPOSED FINAL
ASSESSMENT PROCEEDINGS**

v.

LORAIN ACQUISITIONS INC.

TO THE ABOVE-NAMED PERSON(S):	Lorain Acquisitions Inc.
PROPERTY DESCRIPTION:	807 Clay Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-12-377-004
LEGAL DESCRIPTION OF PROPERTY:	R P SPEERS SECOND ADDITION S 10 FT LOT 1 BLK 9 ALL LOT 2 BLK 9 EXC S 31 ½ FT & EASEMENT, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 807 Clay St., pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **January 16th, 2024**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa, 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By 

Kim Kerr, CMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Kim Kerr, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 807 Clay Street, CEDAR FALLS, IOWA, PARCEL ID 8914-12-377-004

WHEREAS, it was determined that the property located at 807 Clay Street, being legally described as R P SPEERS SECOND ADDITION S 10 FT LOT 1 BLK 9 ALL LOT 2 BLK 9 EXC S 31 1/2 FT & EASEMENT, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-12-377-004, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 807 Clay Street (Parcel ID 8914-12-377-004) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$204.65**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

R P SPEERS SECOND ADDITION S 10 FT LOT 1 BLK 9 ALL LOT 2 BLK 9 EXC S 31 1/2 FT & EASEMENT, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-12-377-004

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 16th day of January 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

STATEMENT OF ACCOUNT

PAGE

Item 15.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 10/31/23

TO: LORAIN ACQUISITIONS INC.
702 WILLIAM MOSS BLVD.
STOCKTON, CA 95206

CUSTOMER NO: 5887/5887

TYPE: MS - MISCELLANEOUS

CHARGE	DATE DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
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1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
2.26	150.39		

DUE DATE: 11/30/23

PAYMENT DUE: 152.65
TOTAL DUE: \$152.65

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 10/31/23 DUE DATE: 11/30/23
CUSTOMER NO: 5887/5887

NAME: LORAIN ACQUISITIONS INC.
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$152.65

450



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

November 2, 2023

Lorain Acquisitions, Inc.
702 William Moss Blvd.
Stockton, CA 95206

Dear Lorain Acquisitions, Inc.,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 807 Clay Street, Cedar Falls, IA on 9/8/23 for \$150.39, as well as late fees of \$2.26 for a total amount due of \$152.65. **If no payment is received by November 17, 2023 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

A handwritten signature in black ink, appearing to read "Andrea Ludwig".

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 15.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: LORAIN ACQUISITIONS INC.
702 WILLIAM MOSS BLVD.
STOCKTON, CA 95206

INVOICE NO: 40361
DATE: 9/19/23

CUSTOMER NO: 5887/5887

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 9/8/23 PER ORDINANCE 17-246&247 LOCATION: 807 CLAY STREET, CEDAR FALLS, IA 50613 PROFESSIONAL LAWN CARE INV.#19378 CODE ENFORCEMENT/ADMIN.FEES	150.39	150.39
			\$95.00
			\$55.39

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$150.39

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/19/23 DUE DATE:10/19/23
CUSTOMER NO: 5887/5887

NAME: LORAIN ACQUISITIONS INC.
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 40361
TERMS: NET 30 DAYS

AMOUNT:

\$150

452



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 8/30/2023 Case # 23-0564-GRSS
PROPERTY RESIDENT: Lorain Acquisitions Inc
PROPERTY ADDRESS: 807 Clay St
Property Owner Name: Lorain Acquisitions Inc
Property Owner Address: 702 William Moss Blvd
Stockton, CA 95206

A complaint has been brought to the attention of this office and an inspection of the property found that grass and/or weeds have been allowed to become a nuisance. The property is legally described as follows:

R P SPEERS SECOND ADDITION S 10 FT LOT 1 BLK 9 ALL LOT 2 BLK

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 9/6/2023, to confirm compliance with the Ordinance requirements.

The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City's 8-inch maximum height allowance. If the property is not brought into compliance after seven days, the City will mow the property to bring it into compliance.

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1-4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass (<i>Agropyron repens</i>); (2) Perennial sow thistle (<i>Sonchus arvensis</i>); (3) European morning glory and field bindweed (<i>Convolvulus arvensis</i>); (4) Horse nettle (<i>Solanum carolinense</i>); (5) Leafy spurge (<i>Euphorbia esula</i>); (6) Perennial peppergrass (<i>Lepidium draba</i>); (7) Russian knapweed (<i>Centaurea repens</i>); (8) Buckthorn (<i>Rhamnus</i> , not to include <i>Rhamnus frangula</i>), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint (<i>Abutilon theophrasti</i>), annual; (10) Cocklebur (<i>Xanthium commune</i>), annual; (11) Wild mustard (<i>Brassica arvensis</i>), annual; (12) Wild carrot (<i>Daucus carota</i>), biennial; (13) Buckhorn (<i>Plantago lanceolata</i>), perennial; (14) Sheep sorrel (<i>Rumex acetosella</i>), perennial; (15) Sour dock (<i>Rumex crispus</i>), perennial; (16) Smooth dock (<i>Rumex altissimus</i>), perennial; (17) Poison hemlock (<i>Conium maculatum</i>); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i>), annual; (19) Puncture vine (<i>Trimbulus terrestris</i>), annual; (20) Teasel (<i>Dipsacus</i>), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	9/6/2023

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

Adam Spray
 Adam Spray
 Code Enforcement





















Black Hawk County, IA

Summary

Parcel ID 891412377004
Alternate ID
Property Address 807 CLAY ST
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief R P SPEERS SECOND ADDITION S 10 FT LOT 1 BLK 9 ALL LOT 2 BLK 9 EXC S 31
Tax Description 1/2 FT & EASEMENT
 (Note: Not to be used on legal documents)
Deed Book/Page 202300004840 (9/20/2022)
Contract Book/Page
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-02

Owner information

Deed	Mail To
LORAIN ACQUISITIONS INC	LORAIN ACQUISITIONS INC
702 WILLIAM MOSS BLVD	702 WILLIAM MOSS BLVD
STOCKTON CA 95206	STOCKTON CA 95206

Address Change Form

Link to the Address Change Form

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/14/2022	HOLMES,TODD A	LORAIN ACQUISITIONS INC	2023-00004840	NORMAL	Deed		\$76,000.00
6/3/2002	BELL,DARREL T	HOLMES,TODD A	2002-032633	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$70,000.00
12/27/1995			651-443	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$36,000.00
11/9/1995			303-793	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Contract		\$35,000.00

Show There are other parcels involved in one or more of the above sales:

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: 45.00 x 132.00
Lot Area 0.14 Acres;5,940 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling Occupancy	Single-Family / Owner Occupied
Style	1 1/2 Story Frame
Architectural Style	N/A
Year Built	1900
Exterior Material	Vinyl
Total Gross Living Area	1,448 SF
Attic Type	None;
Number of Rooms	7 above; 0 below
Number of Bedrooms	4 above; 0 below
Basement Area Type	Full
Basement Area	852
Basement Finished Area	
Plumbing	1 Standard Bath; 1 Water Closet; 1 Sink;
Central Air	No
Heat	Yes
Fireplaces	1 Masonry;
Porches	
Decks	Concrete Patio (338 SF);
Additions	
Garages	

Yard Extras

#1 - (1) Shed 240 SF, Metal Shed, High Pricing, Built 2002

Permits

Permit #	Date	Description	Amount
CF 00854	04/28/2021	Misc	1,200
CF 16702	07/20/2010	Roof	4,500
CF 0803	09/04/2002	New Bldg	400
CF 326	10/21/1994	Ext-Remodel	3,500

Valuation

Classification	2023	2022	2021	2020	2019
	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$22,050	\$22,050	\$22,050	\$14,330	\$14,330
+ Assessed Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$95,090	\$82,760	\$82,760	\$82,760	\$82,760
= Gross Assessed Value	\$117,140	\$104,810	\$104,810	\$97,090	\$97,090
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$117,140	\$104,810	\$104,810	\$97,090	\$97,090

Taxation

	2022	2021	2020	2019
	Pay 2023-2024	Pay 2022-2023	Pay 2021-2022	Pay 2020-2021
+ Taxable Land Value	\$12,050	\$11,936	\$8,083	\$7,892
+ Taxable Improvement Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$45,228	\$44,798	\$46,684	\$45,579
= Gross Taxable Value	\$57,278	\$56,734	\$54,767	\$53,471
- Military Exemption	\$0	\$0	\$0	\$0
= Net Taxable Value	\$57,278	\$56,734	\$54,767	\$53,471
x Levy Rate (per \$1000 of value)	33.77998	34.51570	33.00838	33.14094
= Gross Taxes Due	\$1,934.85	\$1,958.21	\$1,807.77	\$1,772.08
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	(\$163.83)	(\$167.40)	(\$160.09)	(\$160.73)
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$1,771.02	\$1,790.81	\$1,647.68	\$1,611.35

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2022	March 2024	\$886	No		538334
	September 2023	\$886	No		
2021	March 2023	\$895	Yes	9/21/2022	448081
	September 2022	\$895	Yes	9/21/2022	
2020	March 2022	\$824	Yes	2/11/2022	330128
	September 2021	\$824	Yes	9/27/2021	

Year	Due Date	Amount	Paid	Date Paid	
2019	March 2021	\$806	Yes	3/26/2021	274215
	September 2020	\$806	Yes	10/30/2020	
2019	March 2021	\$0	No		274215
	September 2020	\$12	Yes	10/30/2020	
2018	March 2020	\$820	Yes	3/16/2020	066253
	September 2019	\$820	Yes	3/16/2020	
2018	March 2020	\$0	No		066253
	September 2019	\$74	Yes	3/16/2020	
2017	March 2019	\$0	No		066253
	September 2018	\$74	Yes	3/29/2019	
2017	March 2019	\$817	Yes	3/29/2019	066253
	September 2018	\$817	Yes	3/29/2019	
2016	March 2018	\$836	Yes	3/12/2018	066253
	September 2017	\$836	Yes	3/12/2018	
2016	March 2018	\$0	No		066253
	September 2017	\$75	Yes	3/12/2018	

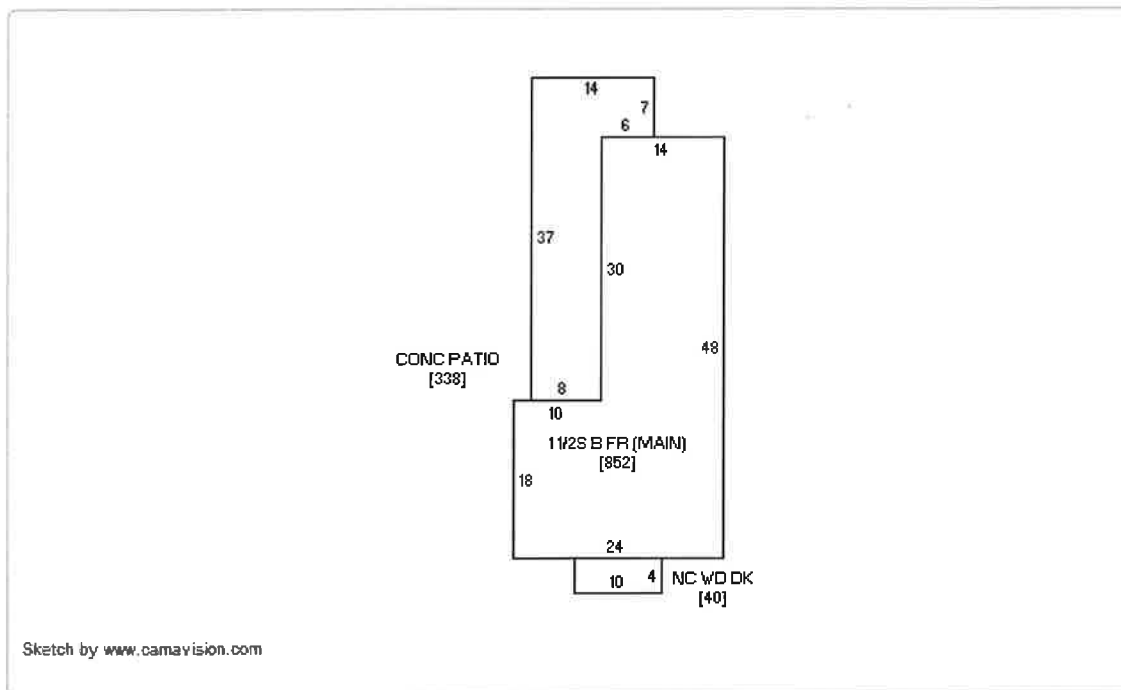
Pay Property Taxes

[Click here to pay property taxes for this parcel.](#)

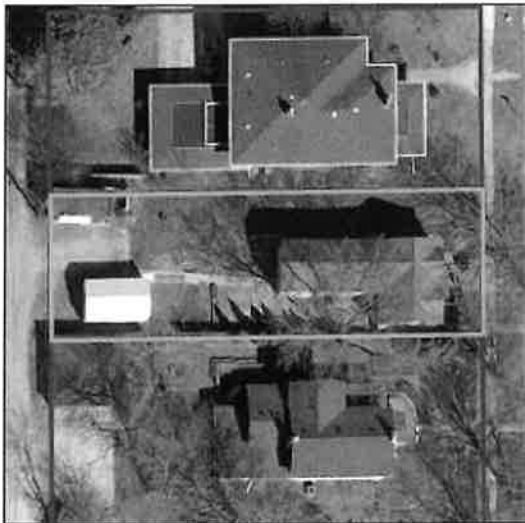
Photos



Sketches



Map



Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From: 12/12/2020 To: 12/12/2023

Sales by Neighborhood

Sales by Subdivision

1500 Feet Sales by Distance

Homestead Tax Credit and Exemption

Apply Online for the Homestead Tax Credit and Exemption

Military Service Tax Exemption Application

Apply Online for the Military Service Tax Exemption

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Exemptions, Tax Sale Certificate, Special Assessments, Board of Review Petition.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. | User Privacy Policy | GDPR Privacy Notice Last Data Upload: 12/11/2023, 10:14:01 PM

Contact Us





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 Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: January 4, 2024
SUBJECT: Settlement Agreement Approval

After lengthy litigation related to the failure of construction of Algonquin Drive, a settlement has been reached pending your approval. The Defendants and Third-Party Defendants combined to contribute \$625,000.00 in settlement of the case.

At the same time and as contemplated by the settlement of the lawsuit, the City has entered into a separate Construction Agreement with Dave Schmitt Construction to perform repairs. Dave Schmitt Construction has agreed to perform the repairs for the total amount of the settlement, ie, \$625,000.00. The City will not be paying for the repairs but will provide inspection of the progress of the work at no cost. The settlement amount will be deposited with the City and the City will pay Dave Schmitt Construction periodic payments based on progress. A new three-year maintenance bond will be provided at the conclusion of the repairs.

Repairs are expected to occur in 2024.

I recommend approval by Council of the Settlement Agreement as well as the separate Construction Agreement with Dave Schmitt Construction.

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

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is made and entered into this ___ day of November, 2023, by and amongst the City of Cedar Falls (hereinafter referred to as “City”), Greenhill Village Residential LLC, (hereinafter referred to as “GVR”), North American Specialty Insurance Company n/k/a/ Swiss Re Corporate Solutions America Insurance Company (hereinafter referred to as “NAS”), United Fire and Casualty Company (hereinafter referred to as “UFC”), Stickfort Construction Co., (hereinafter referred to as “Stickfort”), Dave Schmitt Construction Company, Inc. (hereinafter referred to as “DSCC”), and Terracon Consultants, Inc (hereinafter referred to as “Terracon”). The City, GVR, NAS, UFC, Stickfort, DSCC, and Terracon collectively constitute the “Parties” to this Agreement.

I. RECITALS:

1. GVR entered into an agreement with the City for the completion of improvements in a residential subdivision located in Cedar Falls, Iowa, known as Greenhill Village 7th Addition (the “7th Addition”).
2. GVR subcontracted with Stickfort for the construction of certain utilities including the sanitary sewer that ran through the 7th Addition and Greenhill Village 8th, 9th and 10th Additions.
3. NAS as Surety and GVR as principal issued a maintenance bond, Bond No. 2149919, covering the 7th Addition work.
4. The City contracted with Terracon to perform certain soil testing services that including testing of the 7th Addition work.
5. GVR subsequently entered into an agreement with the City for the completion of improvements in Greenhill Village 9th Addition (the “9th Addition”).
6. GVR subcontracted with DSCC to perform the remaining utility work in the 9th Addition.
7. UFC as Surety and GVR as principal issued a maintenance bond, Bond #54190429, covering the 9th Addition work.
8. The City filed a lawsuit in the Iowa District Court for Black Hawk County, Case No. LACV133772, against GVR, NAS, and UFC seeking damages under various theories due to cracking in the pavement of Algonquin Drive located in the 9th Addition (the “Pavement Distress Claim”).

9. GVR, NAS, and UFC denied liability, and GVR filed third party petitions against Stickfort, DSCC, and Terracon seeking contribution and indemnification for the Pavement Distress Claim.

10. Stickfort, DSCC, and Terracon deny any liability for the Pavement Distress Claim.

11. The Parties now desire to resolve their differences regarding the Pavement Distress Claim according to the terms specified below.

II. AGREEMENT

In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged by the parties, IT IS AGREED, as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and become part of the Agreement of the parties.

2. **Acceptance of Bid.** The City agrees to accept a bid from DSCC to repair Algonquin Drive in an amount not to exceed Six Hundred Twenty-Five Thousand Dollars (\$625,000.00). DSCC's bid includes design and survey costs, and the City agrees to waive the costs of inspection associated with the repairs. The City and DSCC's agreement on the scope of work for the repair of Algonquin Drive shall be memorialized in a separate writing. This Agreement is contingent on the City and DSCC executing said agreement on the repairs to Algonquin Drive.

3. **Payment of Settlement Amount.** GVR, Stickfort, DSCC, and Terracon agree and/or their respective insurers agree to pay to the City their respective shares totaling Six Hundred Twenty-Five Thousand Dollars (\$625,000.00). These payments shall constitute the "Settlement Payment". The amounts to be contributed by or on behalf of GVR, Stickfort, DSCC, and Terracon respectively are set forth in Exhibit A.

4. **Settlement and Satisfaction of the City's Claim.** Contingent upon tender of the full amount of the Settlement Payment to the City as set forth in Paragraph 3, the City shall execute this Agreement and accept the Settlement Payment in full and complete satisfaction of any and all obligations of GVR, NAS, UFC, Stickfort, DSCC, and Terracon for any and all claims arising out of the Pavement Distress Claim.

5. **Mutual Releases by all Parties.** The Parties hereby mutually release, acquit and forever discharge each other, any parent, subsidiary or affiliate of each other, any director, member, officer, employee, agent, representative, investigator or attorney of each other, any partner, member, or owner of each other, any insurer and any heir,

personal representative, successor or assign of any of the foregoing from any and all liabilities, actions, causes of action, claims, demands, damages, costs, and expenses of any kind or nature whatsoever, whether presently existing, known or unknown, contingent or liquidated on account of, in relation to, or in any way that comprise, constitute, relate to, and/or arise out of or in connection with the Pavement Distress Claim. For example, this mutual release includes without limitation any claims for hard costs, soft costs, attorneys' fees, indemnification or contribution. The City expressly releases and discharges NAS from all obligations and liabilities under Maintenance Bond No. 2149919 and UFC from all obligations and liabilities under Maintenance Bond #54190429.

6. **Warranties.** As further consideration for this Agreement, the Parties hereby warrant and represent that:

- a) With the exception of the terms and conditions for the agreement between DSCC and City described in Paragraph 2 of this Agreement, no promise or agreement not expressed in this Agreement has been made to any Party.
- b) In executing this Agreement, the Parties are not relying upon any statement or representation by any party to this Agreement, said party's agents, servants, attorneys or any other person concerning anything or matter, but the Parties are relying solely on their own judgment.
- c) The Parties understand and hereby declare and acknowledge the damages sustained are or may be permanent and progressive in nature and the recovery therefrom is uncertain and indefinite and there may be unknown or unanticipated damages, losses, and other expenses or damages relating to the Pavement Distress Claim and by executing this Agreement it is understood and agreed that this Agreement is intended to include all such damages, losses, and other expenses or damages.
- d) The Parties agree no Party, no parent, subsidiary or affiliate of any Party, no director, member, officer, employee, agent, representative, investigator or attorney of any Party, no partner, member or owner of any party, and no heir, personal representative, successor or assign of any of the foregoing owe any other Party now, nor will they ever owe any other Party anything else as a result of claims arising from the Pavement Distress Claim other than as specified in this Agreement.

7. **No Admission.** This Agreement constitutes a compromise of a disputed claim and in no way shall be construed as an admission of liability on the part of GVR, NAS, UFC, Stickfort, DSCC, or Terracon. Rather, GVR, NAS, UFC, Stickfort, DSCC, and Terracon expressly deny any and all liability arising from the Pavement Distress Claim, and GVR, NAS, UFC, Stickfort, DSCC, and Terracon enter into this Agreement merely in the spirit of compromise.

7. **Miscellaneous.**

- a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof, and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof. Except as otherwise provided herein, no covenant, representation or condition not expressed in this Agreement, or in an amendment hereto, shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.
- b) **Amendments.** No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the party against whom such amendment, change or modification is sought to be enforced. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provisions shall remain in full force and effect.
- c) **Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.
- d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- e) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constituted one and the same instrument.
- f) **Gender and Number.** Words or phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context. “And” and “or” shall be construed to be both conjunctive and disjunctive.

- g) **Further Assurances.** The parties shall take such action and execute all documents necessary to effectuate the purposes of this Agreement.
- h) **Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES THE RIGHT TO TRIAL BY A JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT.**
- i) **Construction.** The parties agree that this Agreement was prepared by the combined efforts of all parties and their attorneys to facilitate settlement in this matter. To that end, the Agreement shall not be construed against any party as the drafter of the Agreement.

EXHIBIT A

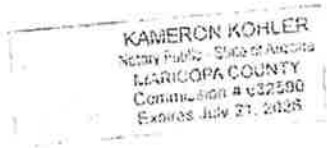
Stickfort = \$350,000
GVR = \$125,000
DSCC = \$125,000
Terracon = \$25,000

IN WITNESS WHEREOF, DARCYL HIGH, on behalf of Greenhill Village Residential LLC, has executed this Agreement as of the date first above written.

By: [Signature]

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

On this 11 day of December, 2023, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Darcy High to me personally known, who, being by me duly sworn, did say that that person is Managing Member of said company and that said instrument was signed on behalf of the said company by authority of the said Notary (Kameron Kohler) acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it voluntarily executed.



[Signature]
Notary Public

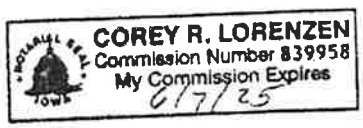
IN WITNESS WHEREOF, Jeff Stickfort, on behalf of Stickfort Construction Co., has executed this Agreement as of the date first above written.

STICKFORT CONSTRUCTION CO.

[Signature]
By: Jeff Stickfort, President

STATE OF Iowa)
COUNTY OF Black Hawk) ss.

On this 6th day of December, 2023, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Jeff Stickfort to me personally known, who, being by me duly sworn, did say that that person is President of said company and that said instrument was signed on behalf of the said company by authority of the said President acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it voluntarily executed.



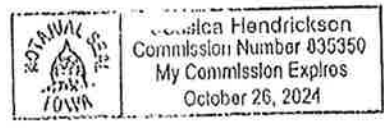
[Signature]
Notary Public

IN WITNESS WHEREOF, Patt McDowell on behalf of Dave Schmitt Construction Company, Inc, has executed this Agreement as of the date first above written.

By: *Patt McDowell*

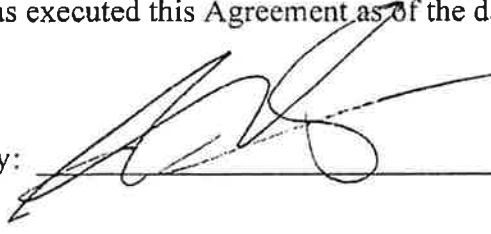
STATE OF Iowa)
)
COUNTY OF Linn) ss.

On this 14 day of December, 2023, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared _____ to me personally known, who, being by me duly sworn, did say that that person is Patt McDowell of said company and that said instrument was signed on behalf of the said company by authority of the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it voluntarily executed.



Jessica Hendrickson
Notary Public

IN WITNESS WHEREOF, ARON MANN, on behalf of Terracon Consultants, Inc, has executed this Agreement as of the date first above written.

By:  _____

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 18 day of DECEMBER, 2023, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared ARON MANN to me personally known, who, being by me duly sworn, did say that that person is GENERAL COUNSEL of said company and that said instrument was signed on behalf of the said company by authority of the said GENERAL COUNSEL acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it voluntarily executed.


Notary Public

BARBARA LYNN BOERNER
Notary Public-State of Kansas
My Appt. Expires 12-11-25

REWORK AGREEMENT

This REWORK AGREEMENT is entered into by and between Dave Schmitt Construction Company, an Iowa corporation with its principal place of business in Cedar Rapids, Iowa ("DSCC"), and the City of Cedar Falls, Iowa, an Iowa municipality (the "City").

WHEREAS, as a result of the cracking in the pavement of Algonquin Drive located within Greenhill 9th Addition subdivision in the City of Cedar Falls, the City filed a lawsuit in the Iowa District Court for Black Hawk County, Case No. LACV133772 (the "Lawsuit"); and

WHEREAS, the defendants and third-party defendants in the Lawsuit include Greenhill Village Residential LLC, North American Specialty Insurance Company, United Fire and Casualty Company, DSCC, Stickfort Construction Co. and Terracon Consultants, Inc (collectively, the "Defendants"); and

WHEREAS, the City and the Defendants have reached settlement of the Lawsuit upon the terms set forth in the Settlement and Release Agreement attached as Exhibit A and incorporated herein by this reference (the "Settlement Agreement"); and

WHEREAS, this Rework Agreement is contingent upon and subject to execution of and compliance with the Settlement Agreement; and

WHEREAS, the purpose of this Rework Agreement is to set forth in writing the terms and conditions upon which DSCC will repair the cracking in the pavement of Algonquin Drive as part of the Settlement Agreement.

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Deposit of Settlement Amount. Upon payment by Defendants to the City of the agreed upon settlement amount of \$625,000.00, the City shall deposit said amount into a separate account at a financial institution approved for deposit of City funds. The City shall not use said settlement funds for any purpose other than as provided in this Rework Agreement.

2. Construction Plans and Specifications. DSCC shall retain Anderson Bogert Engineering to prepare a set of plans and specifications for the repair work of Algonquin Drive reasonably consistent with the 2023 Statewide Urban Design Specifications (SUDAS). Such plans and specifications shall be consistent with the cross-section and description of work set forth in Exhibit B. Such plans are subject to the written approval of the City before the commencement of onsite construction work. Such design work shall be subject to reimbursement by the City under Paragraph 5 below.

3. Rework by DSCC. DSCC shall perform the construction rework in accordance with the plans and specifications signed and sealed by Anderson Bogert Engineering, consistent with 2023 SUDAS specifications and consistent with the current City of Cedar Falls Supplemental Specifications. The parties agree that the SUDAS specifications and the current City Supplemental Specifications are incorporated into this Rework Agreement to the extent they describe the work to be performed, the obligations of the parties, and are otherwise consistent with this Rework Agreement. DSCC shall perform the rework at no cost to the City notwithstanding any terms or conditions of the SUDAS specifications relating to payment by "Owner" to "Contractor" contained therein. DSCC shall provide all warranties for the rework described in SUDAS specifications for the duration of a 3-year maintenance bond called for herein.

4. Inspection Services. The City shall perform all inspection and monitoring of the rework, determine DSCC's compliance with the plans and specifications at no expense to DSCC, and to generally

1 

observe the rework for conformance with the plans and specifications. DSCC shall reasonably cooperate with such inspection services. Nothing in relation to the City's inspection services shall relieve DSCC of any warranty or duty to perform the rework in a proper and workmanlike manner, or of DSCC's maintenance and bond obligations. Should the City engage an outside entity to perform any testing, sampling, or other work in connection with its inspection services, such shall be at the City's sole cost and expense.

5. Payment for Rework. DSCC shall perform all rework required under this Rework Agreement with no reimbursement, payment, entitlement, or claim against the City for the cost of such rework and DSCC shall only seek reimbursement from the settlement funds held by the City described in Paragraph 1 above. DSCC shall submit periodic payment applications for completed work to the City in a form approved by the City. Such application shall include sufficient information for the City to reasonably confirm that the rework for which payment has been requested has been performed. The total amount of all requests for payment shall not exceed the \$625,000.00 settlement amount, regardless of whether the cost to complete the rework exceeds \$625,000.00 in total. DSCC shall be reimbursed for each application for rework completed within twenty days of submission of each payment application. DSCC's payment applications shall be generally consistent with DSCC's Budget: Greenhill 9th Street Repair set forth in Exhibit C.

6. Rework Commencement. DSCC shall promptly begin the rework in the spring of 2024 and complete it no later than 45 days from the notice to proceed provided by the City, barring delays relating to the availability of materials or force majeure.

7. Completion of the Rework; Liquidated Damages: Time is of the essence of this Agreement. Paragraph 1.12, LIQUIDATED DAMAGES, of Section 1080, Prosecution and Progress, of Division 1, General Provisions and Covenants, of the 2023 Edition of the SUDAS, is hereby incorporated into this agreement by this reference. The liquidated damages rate is \$1,000.00 per day, which, if applicable, shall be deducted from the amount owed for Rework under Paragraph 5 above. Following completion of the rework, DSCC's sole and exclusive responsibility with respect to any performance or maintenance shall be to post a maintenance bond in a form approved by the City to be effective for a period of three years after completion of construction and acceptance of the rework by the City, and to honor the terms of such bond.

8. Additional Work. If Cedar Falls requests or orders additional work outside the plans and specifications for the rework, Cedar Falls agrees to pay DSCC the actual costs DSCC incurs in performing the additional work. If DSCC and Cedar Falls cannot agree on the amount Cedar Falls is to pay DSCC, before DSCC performs the work affected by the change, DSCC may fulfill its obligations under this Agreement by performing the rework without the change. Change orders necessary because of conditions revealed during the execution of the rework, but necessary to complete the original scope of the rework, are not considered additional work and will be completed at no additional cost.

9. Permits. DSCC shall obtain at its cost all necessary licenses and permits required by the City for the rework.

10. No Public Funds Expended. Because public funds will not be expended for purposes of this Rework Agreement and the rework is considered to be repairs, there is no requirement for public bidding.

11. Expiration of Maintenance Bond. Except for completing any necessary repairs, upon expiration of the maintenance bond, the City and DSCC hereby irrevocably release, acquit and forever discharge each other, their predecessors and successors in interest and their directors, officers, shareholders, employees, agents, attorneys, representatives, affiliates, subsidiaries, heirs and assigns and all thereof from any and all manner of actions, suits, claims, damages, judgments, levies, executions, demands, costs, expenses and liabilities, liquidated or unliquidated, fixed or contingent, direct or indirect, whether in contract, tort or otherwise, whether existing by virtue of any federal, state or local statute or

2 AB

regulation arising out of any Claims that Cedar Falls and DSCC ever had or have asserted or could assert against each other or its above-named representatives, known or unknown as of the date of the execution of this Agreement for, upon or by reason of any matter, fact or thing arising out of or in any way relating to the streets in the Greenhill 9th Addition subdivision in the City of Cedar Falls, Iowa.

12. Insurance. DSCC shall procure insurance as set forth in Exhibit D attached and to provide a certificate to the City evidencing such insurance prior to the commencement of construction.

13. Compliance with Laws and Regulations. DSCC agrees to comply fully with all applicable federal, state and local laws and regulations applicable to this Rework Agreement, and also to comply with all City ordinances, rules, regulations and standards applicable to the rework.

14. No Employment, Joint Venture Relationship. Nothing in this Agreement shall be construed as creating an employer-employee relationship between the parties, or a joint venture.

15. No Assignment Without Consent. Neither party may assign its rights or obligations under this Rework Agreement, in whole or in part, without the prior written consent of the other party, which consent may be withheld in the sole discretion of either party.

16. Notices. Any notices, consents, or other communications pertaining to this Rework Agreement shall be in writing and shall be deemed to have been given when received, delivered by United States registered or certified mail, postage prepaid, return receipt requested, or nationally-recognized overnight delivery service, to the other party to be notified, at the addresses listed below:

If to DSCC: 250 50th Ave SW, Cedar Rapids, IA 52404

If to the City: 220 Clay Street, Cedar Falls, IA 50613

17. City Council Approval. This Rework Agreement is subject to approval by the City Council of the City.


18. Entire Understanding. This Rework Agreement represents the entire understanding between the parties in connection with the rework for Greenhill 9th Addition and may not be altered or modified except by a writing duly signed by all parties affected by the alteration or modification. The Defendants are third-party beneficiaries of this Rework Agreement and may enforce this Rework Agreement.

19. Successors and Assigns. This Rework Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties.

20. Signatures. This Agreement may be executed in several counterparts, each of which shall deem to be an original and which counterparts shall together contain the signatures of all of the parties hereto and shall constitute a single binding and complete Rework Agreement.

21. Review of Rework Agreement. The undersigned, by signing this Rework Agreement, state that they have, on behalf of their respective entities, read the Rework Agreement, that the Rework Agreement has been reviewed by legal counsel for their respective entities, and that as their entities' representative, they understand and fully agree to each and every provision in this Rework Agreement.

22. Enforceability. Any provision in this Rework Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Rework Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

3 

23. Governing Law. The City and DSCC agree that this Rework Agreement is entered into voluntarily and is governed by the laws of the State of Iowa. The parties further agree that this Rework Agreement is specifically enforceable in Iowa Courts and the parties agree that the only suitable venue for any action to enforce this Rework Agreement is the Courts of the State of Iowa.

IN WITNESS WHEREOF, the City and DSCC have executed this Rework Agreement as of the date stated above.

City of Cedar Falls, Iowa

By: _____
~~Robert M. Green, Mayor~~
Daniel Laudick

Attest:

Kim Kerr, CMC, City Clerk

Dave Schmitt Construction Company

By: *John Bene*

Its: *CEO*

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Exhibit A

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is made and entered into this ___ day of November, 2023, by and amongst the City of Cedar Falls (hereinafter referred to as “City”), Greenhill Village Residential LLC, (hereinafter referred to as “GVR”), North American Specialty Insurance Company n/k/a/ Swiss Re Corporate Solutions America Insurance Company (hereinafter referred to as “NAS”), United Fire and Casualty Company (hereinafter referred to as “UFC”), Stickfort Construction Co., (hereinafter referred to as “Stickfort”), Dave Schmitt Construction Company, Inc. (hereinafter referred to as “DSCC”), and Terracon Consultants, Inc (hereinafter referred to as “Terracon”). The City, GVR, NAS, UFC, Stickfort, DSCC, and Terracon collectively constitute the “Parties” to this Agreement.

I. RECITALS:

1. GVR entered into an agreement with the City for the completion of improvements in a residential subdivision located in Cedar Falls, Iowa, known as Greenhill Village 7th Addition (the “7th Addition”).
2. GVR subcontracted with Stickfort for the construction of certain utilities including the sanitary sewer that ran through the 7th Addition and Greenhill Village 8th, 9th and 10th Additions.
3. NAS as Surety and GVR as principal issued a maintenance bond, Bond No. 2149919, covering the 7th Addition work.
4. The City contracted with Terracon to perform certain soil testing services that including testing of the 7th Addition work.
5. GVR subsequently entered into an agreement with the City for the completion of improvements in Greenhill Village 9th Addition (the “9th Addition”).
6. GVR subcontracted with DSCC to perform the remaining utility work in the 9th Addition.
7. UFC as Surety and GVR as principal issued a maintenance bond, Bond #54190429, covering the 9th Addition work.
8. The City filed a lawsuit in the Iowa District Court for Black Hawk County, Case No. LACV133772, against GVR, NAS, and UFC seeking damages under various theories due to cracking in the pavement of Algonquin Drive located in the 9th Addition (the “Pavement Distress Claim”).

9. GVR, NAS, and UFC denied liability, and GVR filed third party petitions against Stickfort, DSCC, and Terracon seeking contribution and indemnification for the Pavement Distress Claim.

10. Stickfort, DSCC, and Terracon deny any liability for the Pavement Distress Claim.

11. The Parties now desire to resolve their differences regarding the Pavement Distress Claim according to the terms specified below.

II. AGREEMENT

In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged by the parties, IT IS AGREED, as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein and become part of the Agreement of the parties.

2. **Acceptance of Bid.** The City agrees to accept a bid from DSCC to repair Algonquin Drive in an amount not to exceed Six Hundred Twenty-Five Thousand Dollars (\$625,000.00). DSCC's bid includes design and survey costs, and the City agrees to waive the costs of inspection associated with the repairs. The City and DSCC's agreement on the scope of work for the repair of Algonquin Drive shall be memorialized in a separate writing. This Agreement is contingent on the City and DSCC executing said agreement on the repairs to Algonquin Drive.

3. **Payment of Settlement Amount.** GVR, Stickfort, DSCC, and Terracon agree and/or their respective insurers agree to pay to the City their respective shares totaling Six Hundred Twenty-Five Thousand Dollars (\$625,000.00). These payments shall constitute the "Settlement Payment". The amounts to be contributed by or on behalf of GVR, Stickfort, DSCC, and Terracon respectively are set forth in Exhibit A.

4. **Settlement and Satisfaction of the City's Claim.** Contingent upon tender of the full amount of the Settlement Payment to the City as set forth in Paragraph 3, the City shall execute this Agreement and accept the Settlement Payment in full and complete satisfaction of any and all obligations of GVR, NAS, UFC, Stickfort, DSCC, and Terracon for any and all claims arising out of the Pavement Distress Claim.

5. **Mutual Releases by all Parties.** The Parties hereby mutually release, acquit and forever discharge each other, any parent, subsidiary or affiliate of each other, any director, member, officer, employee, agent, representative, investigator or attorney of each other, any partner, member, or owner of each other, any insurer and any heir,

personal representative, successor or assign of any of the foregoing from any and all liabilities, actions, causes of action, claims, demands, damages, costs, and expenses of any kind or nature whatsoever, whether presently existing, known or unknown, contingent or liquidated on account of, in relation to, or in any way that comprise, constitute, relate to, and/or arise out of or in connection with the Pavement Distress Claim. For example, this mutual release includes without limitation any claims for hard costs, soft costs, attorneys' fees, indemnification or contribution. The City expressly releases and discharges NAS from all obligations and liabilities under Maintenance Bond No. 2149919 and UFC from all obligations and liabilities under Maintenance Bond #54190429.

6. **Warranties.** As further consideration for this Agreement, the Parties hereby warrant and represent that:

- a) With the exception of the terms and conditions for the agreement between DSCC and City described in Paragraph 2 of this Agreement, no promise or agreement not expressed in this Agreement has been made to any Party.
- b) In executing this Agreement, the Parties are not relying upon any statement or representation by any party to this Agreement, said party's agents, servants, attorneys or any other person concerning anything or matter, but the Parties are relying solely on their own judgment.
- c) The Parties understand and hereby declare and acknowledge the damages sustained are or may be permanent and progressive in nature and the recovery therefrom is uncertain and indefinite and there may be unknown or unanticipated damages, losses, and other expenses or damages relating to the Pavement Distress Claim and by executing this Agreement it is understood and agreed that this Agreement is intended to include all such damages, losses, and other expenses or damages.
- d) The Parties agree no Party, no parent, subsidiary or affiliate of any Party, no director, member, officer, employee, agent, representative, investigator or attorney of any Party, no partner, member or owner of any party, and no heir, personal representative, successor or assign of any of the foregoing owe any other Party now, nor will they ever owe any other Party anything else as a result of claims arising from the Pavement Distress Claim other than as specified in this Agreement.

7. **No Admission.** This Agreement constitutes a compromise of a disputed claim and in no way shall be construed as an admission of liability on the part of GVR, NAS, UFC, Stickfort, DSCC, or Terracon. Rather, GVR, NAS, UFC, Stickfort, DSCC, and Terracon expressly deny any and all liability arising from the Pavement Distress Claim, and GVR, NAS, UFC, Stickfort, DSCC, and Terracon enter into this Agreement merely in the spirit of compromise.

7. **Miscellaneous.**

- a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof, and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matters hereof. Except as otherwise provided herein, no covenant, representation or condition not expressed in this Agreement, or in an amendment hereto, shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.
- b) **Amendments.** No amendment, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the party against whom such amendment, change or modification is sought to be enforced. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provisions shall remain in full force and effect.
- c) **Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.
- d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
- e) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constituted one and the same instrument.
- f) **Gender and Number.** Words or phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context. "And" and "or" shall be construed to be both conjunctive and disjunctive.

- g) **Further Assurances.** The parties shall take such action and execute all documents necessary to effectuate the purposes of this Agreement.
- h) **Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES THE RIGHT TO TRIAL BY A JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT.**
- i) **Construction.** The parties agree that this Agreement was prepared by the combined efforts of all parties and their attorneys to facilitate settlement in this matter. To that end, the Agreement shall not be construed against any party as the drafter of the Agreement.

EXHIBIT A

Stickfort = \$350,000
GVR = \$125,000
DSCC = \$125,000
Terracon = \$25,000

IN WITNESS WHEREOF, _____, on behalf of the City of Cedar Falls, has executed this Agreement as of the date first above written.

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Daniel Loudick to me personally known, who, being by me duly sworn, did say that that person is Mayor of said company and that said instrument was signed on behalf of the said company by authority of the said Mayor acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it voluntarily executed.

Notary Public

IN WITNESS WHEREOF, DARBYL HIGH, on behalf of Greenhill Village Residential LLC, has executed this Agreement as of the date first above written.

By: [Signature]

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

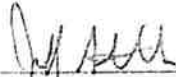
On this 11 day of December, 2023, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Darbyl High to me personally known, who, being by me duly sworn, did say that that person is Managing Member of said company and that said instrument was signed on behalf of the said company by authority of the said Notary (Kameron Kohler) acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it voluntarily executed.

KAMERON KOHLER
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 032590
Expires July 23, 2025

[Signature]
Notary Public

IN WITNESS WHEREOF, Jeff Stickfort, on behalf of Stickfort Construction Co., has executed this Agreement as of the date first above written.

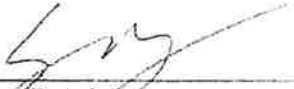
STICKFORT CONSTRUCTION CO.


By: Jeff Stickfort, President

STATE OF Iowa)
)
COUNTY OF Black Hawk) ss.

On this 6th day of December, 2023, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Jeff Stickfort to me personally known, who, being by me duly sworn, did say that that person is President of said company and that said instrument was signed on behalf of the said company by authority of the said President acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it voluntarily executed.





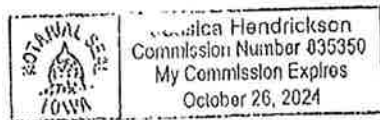
Notary Public

IN WITNESS WHEREOF, Patt McDowell on behalf of Dave Schmitt Construction Company, Inc, has executed this Agreement as of the date first above written.

By: *Patt McDowell* _____

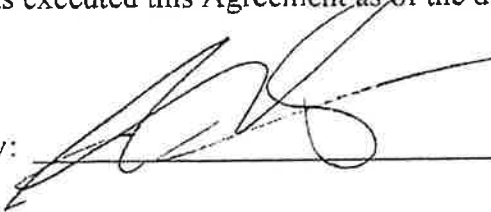
STATE OF Iowa)
) ss.
COUNTY OF Linn)

On this 14 day of December, 2023, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared _____ to me personally known, who, being by me duly sworn, did say that that person is Patt McDowell of said company and that said instrument was signed on behalf of the said company by authority of the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it voluntarily executed.



Jessica Hendrickson
Notary Public

IN WITNESS WHEREOF, AARON MANN, on behalf of Terracon Consultants, Inc, has executed this Agreement as of the date first above written.

By: 

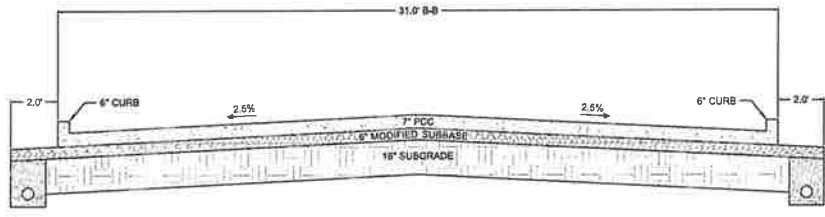
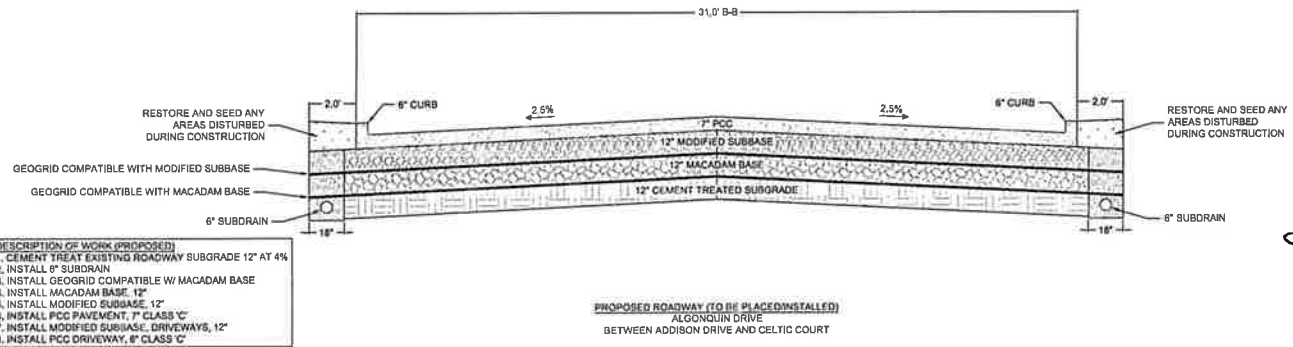
STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 18 day of DECEMBER, 2023, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared AARON MANN to me personally known, who, being by me duly sworn, did say that that person is GENERAL COUNSEL of said company and that said instrument was signed on behalf of the said company by authority of the said GENERAL COUNSEL acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it voluntarily executed.


Notary Public

BARBARA LYNN BOERNER
Notary Public-State of Kansas
My Appt. Expires 02-11-25

Exhibit B



LINEN: 11/24/23 11:23:02 AM 11/24/23 11:23:02 AM 11/24/23 11:23:02 AM 11/24/23 11:23:02 AM

ABES PROJECT NO: 233067	DRAWN BY: LTR APPROVED BY: JSJ DATE: 11/21/23		GREENHILLS 9TH ADDITION	EXHIBIT	SHEET 1 OF 1
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Exhibit C

BID PROPOSAL:



DAVE SCHMITT CONSTRUCTION

250 50TH AVE SW
 CEDAR RAPIDS, IOWA 52404
CONTACT: Shaun Kukuzke
PHONE:
FAX:

QUOTE TO: City of Cedar Falls
 Chase Schrage

JOB NAME: Greenhill 9th Reconstruction
DSCC BID #: 23-sk-073-1
BID DATE: 11-27-23
REVISION #:
REVISION DATE:
ADDENDA RECO:

PHONE:
FAX:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	SAW CUTTING FOR REMOVALS	238.00	LF	9.45	2,249.10
20	REMOVAL OF PAVEMENT	2,704.00	SY	9.25	25,012.00
30	REMOVAL OF DRIVEWAY	539.00	SY	8.80	4,743.20
40	REMOVAL OF SIDEWALK	212.00	SY	8.65	1,833.80
50	EXCAVATION, CLASS 10, ROADWAY WASTE	2,839.00	CY	13.30	37,758.70
60	EXCAVATION, CLASS 10, UNSTABLE MATERIAL	283.90	CY	20.00	5,678.00
90	PAVEMENT, PCC, 7 INCH, CLASS C	2,704.00	SY	55.00	148,720.00
100	SUBGRADE PREPARATION CHEMICAL TREATMENT, 12"	2,615.00	SY	15.70	41,055.50
110	SUBGRADE TREATMENT, POLYMER GEOGRID, TYPE 1	3,110.00	SY	2.20	6,842.00
120	GRANULAR SUBBASE, 24", ROADWAY	2,704.00	SY	47.20	127,628.80
140	DRIVEWAY, PCC, 6 INCH, CLASS C	539.00	SY	75.50	40,694.50
150	SIDEWALK, PCC, 6 INCH, CLASS C	212.00	SY	76.50	16,218.00
170	GRANULAR SUBBASE, 12", DRIVEWAY	751.00	SY	24.00	18,024.00
190	REMOVE/REPLACE INTAKE TOP, SW-507	2.00	EA	2,058.00	4,116.00
200	MANHOLE ADJUSTMENT, MINOR	2.00	EA	2,195.00	4,390.00
210	SUBDRAIN, PERFORATED, 6 INCH	1,662.00	LF	24.00	39,888.00
220	SUBDRAIN, SUMP PUMP TAP	22.00	EA	521.00	11,462.00
230	MAILBOXES, RELOCATE/REINSTALL (PER POST)	22.00	EA	414.00	9,108.00
240	MOBILIZATION	1.00	LS	17,115.00	17,115.00
250	TRAFFIC CONTROL	1.00	LS	3,500.00	3,500.00
260	STORM SEWER, 15"	32.00	LF	129.00	4,128.00
270	INTAKE, SW-507	2.00	EA	7,085.00	14,170.00
280	TOPSOIL, FURNISH & SPREAD	199.00	CY	56.60	11,263.40
290	SOD, PROVIDE & PLACE	10,710.00	SF	0.95	10,174.50
300	WATERING SOD	1.00	LS	5,000.00	5,000.00
310	STREET SWEEPING	5.00	HRS	446.50	2,232.50

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
320	INTAKE WELL, SEDIMENT FILTER	2.00	EA	350.00	700.00
330	INTAKE, SEDIMENT FILTER	18.00	LF	15.00	270.00
340	CLEANING OF SEDIMENT FILTER BASINS	2.00	EA	862.50	1,725.00
350	DESIGN	1.00	LS	5,000.00	5,000.00
360	SURVEY	1.00	LS	4,300.00	4,300.00
GRAND TOTAL					\$625,000.00

NOTES:

See agreed upon contract appendix B

AB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/5/2023

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

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

PRODUCER Holmes Murphy & Associates - CR 201 First Street SE, Suite 700 Cedar Rapids IA 52401		CONTACT NAME: Kary Markham PHONE (A/C, No., Ext): 319-896-7710 E-MAIL ADDRESS: kmarkham@holmesmurphy.com FAX (A/C, No.):	
INSURED Dave Schmitt Construction Co, Inc. 250 50th Ave SW Cedar Rapids, IA 52404		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United Fire & Casualty Company	NAIC # 13021
		INSURER B: Cincinnati Insurance Company	NAIC # 10677
		INSURER C: Indian Harbor Insurance Company	NAIC # 36940
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 704372855 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	60536703	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	60536703	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	60536703	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N	30304581	1/1/2023	1/1/2024	PER STATUTE	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Excess Umbrella			EXS0598420	1/1/2023	1/1/2024	Limit/Occurrence	\$ 5,000,000
C	Pollution/Professional			PEC004886306	1/1/2023	1/1/2024	Occurrence/Agg	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project Reference: Greenhill 9th Reconstruction | Cedar Falls, Iowa
 The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds on a primary and noncontributory basis on General Liability, Auto Liability and Umbrella Liability, including ongoing and completed operations on General Liability as required by written contract with the insured, per policy terms and conditions. The General Liability, Auto Liability, Umbrella Liability include a Waiver of Subrogation in favor of Additional Insured as required by written contract with the insured, per policy terms and conditions.
 30 day notice of cancellation applies, except 10 days for nonpayment of premium.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street PO Box 769 Cedar Falls IA 50613 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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0101

05-23-2023

POLICY NUMBER:

60536703

FORMS SUPPLEMENTAL DECLARATIONS

The following coverage form(s) govern coverage that is not limited to any specific state even though they are specifically listed in only one state in the declarations.

Premium

Applicable to the state of Iowa

CG0437 (05-14)	ELECTRONIC DATA LIAB	500
CG2010 (12-19)	ADDL INSURED-OWNERS LESSEES/CONTRACTORS-SCHEDULED	100
CG2010 (12-19)	ADDL INSURED-OWNERS LESSEES/CONTRACTORS-SCHEDULED	100
CG2010 (07-04)	ADDL INSURED-OWNER/LESSEE/CONTRACTOR-SCHEDULED	150
CG2037 (12-19)	ADDL INSURED-OWNER/LESSEE/CONTRACTOR-COMPLETED OPR	200
CG2037 (12-19)	ADDL INSURED-OWNER/LESSEE/CONTRACTOR-COMPLETED OPR	200
CG2037 (07-04)	ADDL INSURED-OWNER/LESSEE/CONTRACTOR-COMPLETED OPR	250
CG2404 (12-19)	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST	100
CG2417 (10-01)	CONTRACTUAL LIAB-RAILROADS	300
CG2417 (10-01)	CONTRACTUAL LIAB-RAILROADS	300
CG2417 (10-01)	CONTRACTUAL LIAB-RAILROADS	300
CG2417 (10-01)	CONTRACTUAL LIAB-RAILROADS	300
CG2417 (10-01)	CONTRACTUAL LIAB-RAILROADS	300
CG7159 (11-11)	CITY OF CEDAR RAPIDS IA ADDL INSURED END	250
CG7163 (04-09)	CITY OF DUBUQUE IA ADDL INSURED END	250
FL7122 (07-16)	IA-GOVERNMENTAL END	250



Other Forms

Applicable to the state of Iowa

CG0001 (04-13)	COMM GENERAL LIAB COVG FORM
*CG2001 (12-19)	PRIMARY & NONCONTRIBUTORY-OTHER INSURANCE
CG2012 (12-19)	ADDL INSURED-STATE/GOVERNMENTAL AGENCY/SUBDIVISION
CG2106 (05-14)	EXCL-ACCESS/DISCLOSURE OF CONFIDENTIAL/PERSONAL
CG2132 (05-09)	COMMUNICABLE DISEASE EXCL
CG2147 (12-07)	EMPLOYMENT-RELATED PRACTICES EXCL
CG2150 (04-13)	AMENDMENT OF LIQUOR LIAB EXCLUSION
CG2165 (12-04)	TOTAL POLLUTION EXCL W/BLDG HEATING COOLING
CG2167 (12-04)	FUNGI/BACTERIA EXCL
CG2170 (01-15)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2187 (01-15)	CONDITIONAL EXCL OF TERRORISM
CG2196 (03-05)	SILICA/SILICA-RELATED DUST EXCL
CG2274 (10-01)	LIMITED CONTRACTUAL LIAB COVG
CG2292 (12-07)	SNOW PLOW OPERATIONS COVG
CG2648 (06-08)	IA-CHGS-NOTIFICATION REQUIREMENT DANGEROUS ANIMALS
CG4015 (12-20)	CANNABIS EXCL WITH HEMP EXCEPTION
CG4028 (09-22)	BROAD ABUSE OR MOLESTATION EXCL
*CG7001 (02-05)	COMMERCIAL GENERAL LIABILITY COVERAGE PART
*CG7004 (02-05)	COMM GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS
CG7085 (02-15)	ADDL INSURED-OWNER/LESSEE/CONTRACTOR-SCHEDULED
CG7125 (02-12)	PROPERTY DAMAGE DEDUCTIBLE LIABILITY INSURANCE
CG7131 (02-15)	ADDL INSURED-OWNERS LESSEES/CONTRACTORS COMPLETED
*CG7154 (01-07)	COMM GENERAL LIAB SUPPLEMENTAL DECS-ADDL INSUREDS
CG7161 (10-09)	POLLUTANT REDEFINED



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POLICY NUMBER:

60536703

FORMS SUPPLEMENTAL DECLARATIONS

Other Forms

CG7201(07-17)	EXTENDED ULTRA LIAB PLUS END
CG7296(03-19)	MULTIPLE LIAB COVGS LIMITATION
IL0017(11-98)	COMMON POLICY CONDITIONS
IL0021(09-08)	NUCLEAR ENERGY LIAB EXCL END
IL0276(09-08)	IA-CHGS CANCEL & NONRENEW
IL7068(01-10)	EXCL-LEAD-HAZARDOUS PROPERTIES
IL7069(01-10)	EXCL-UNDERGROUND STORAGE TANKS
IL7070(09-12)	ABSOLUTE ASBESTOS EXCL
IL7084(06-16)	IA-GOVERNMENTAL IMMUNITIES END
IL7084(06-16)	IA-GOVERNMENTAL IMMUNITIES END
IL7084(06-16)	IA-GOVERNMENTAL IMMUNITIES END
IL7084(06-16)	IA-GOVERNMENTAL IMMUNITIES END
IL7084(06-16)	IA-GOVERNMENTAL IMMUNITIES END
IL7084(06-16)	IA-GOVERNMENTAL IMMUNITIES END
IL7084(06-16)	IA-GOVERNMENTAL IMMUNITIES END
IL7084(06-16)	IA-GOVERNMENTAL IMMUNITIES END
IL7086(04-11)	OCCURRENCE REDEFINED
IL7095(01-20)	INTERNET SECURITY & PRIVACY INSURANCE END
IL7147(01-20)	ONLINE BANKING THEFT INSURANCE END
IL7177(08-22)	ABSOLUTE PFAS EXCLUSION
SPECEND(00-00)	SPECIAL END
ST1120CG(10-92)	COMM GENERAL LIAB POLICY-QUICK REFERENCE
ST1644-(01-12)	POLICY WEBSITE STUFFER
ST1813(01-20)	IMPORTANT NOTICE-INTERNET SECURITY & PRIVACY
ST1882(06-16)	NOTICE-LOCATION & PREMISES CLARIFICATION
ST1965(01-21)	NOTICE TO POLICYHOLDERS-COMMUNICABLE DISEASE EXCL
ST2003(11-21)	NOTICE OF PREM AUDIT NONCOMPLIANCE CHARGE
ST2008(02-22)	POLICYHOLDER NOTICE-ADDRESSING CANNABIS
*UW7002(04-96)	FORMS SUPPLEMENTAL DECLARATION
*UW7009(01-15)	CONTINUATION OF NAMED INSUREDS SHOWN ON THE DEC

UW 70 02 04 96

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09019580



60536703

COMMERCIAL MULTIPLE LINE
IL 71 22 07 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA GOVERNMENTAL ENDORSEMENT

This endorsement modifies insurance provided under the following:
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 BUSINESSOWNERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM

PREMIUM 250

SCHEDULE**Name of Organization:**

CEDAR FALLS UTILITIES
 RISK MANAGEMENT OFFICE
 PO BOX 769
 CEDAR FALLS IA 50613

Additional Insured Section:

The entity shown in the schedule above, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are included as Additional Insureds with respect to liability arising out of the Insured's work and/or services performed for the entity shown above. 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 Section:

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the organization shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to the organization shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Governmental Immunity. The organization shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement, shall prevent the carrier from asserting the defense of governmental immunity on behalf of the organization shown in the Schedule.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the organization shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the organization shown in the Schedule.

5. No Other Change in Policy. The insurance carrier and the organization shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

IL 71 22 07 16

Page 1 of 2

Cancellation and Material Changes Section:

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium, and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to the address shown on the schedule for the entity listed on this endorsement.

**NOTIFICATION ENDORSEMENT
FOR
CANCELLATION/NON-RENEWAL or
MATERIAL CHANGE IN COVERAGE**

THIS ENDORSEMENT SUPPLEMENTS THE TERMS OF THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO
GENERAL LIABILITY
COMMERCIAL UMBRELLA

1. If the Schedule below indicates "**Cancellation/Non-Renewal Notification**", we agree to provide written notice to the person(s) or organization(s) shown in the Schedule due to a cancellation or non-renewal of the policy to which this form is endorsed. The number of days' notice we will provide is indicated in the Schedule.
2. If the Schedule below indicates "**Material Change in Coverage Notification**", we agree to provide written notice to the person(s) or organization(s) shown in the Schedule due to a material change in the policy to which this form is endorsed. For purposes of this endorsement a material change is a change:
 - a. that is initiated by us; and
 - b. in which the First Named Insured is provided written notification by us.

The number of days' notice we will provide is indicated in the Schedule.

SCHEDULE

Name of Person(s) or Organization(s) and Mailing Address :

CEDAR FALLS UTILITIES
RISK MANAGEMENT OFFICE
PO BOX 769
CEDAR FALLS IA 50613-0030

Cancellation/Non-renewal Notification. Number of Days: 30

Material Change in Coverage Notification. Number of Days: 30

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

UW 17 30 02 11 /JY3

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Coverage D - Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E - Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Coverage F - Electronic Data Liability Coverage - \$50,000
- * Coverage G - Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Coverage H - Water Damage Legal Liability - \$25,000
- * Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- * Contractors Blanket Additional Insured - Products - Completed Operations Coverage – Including Upstream Parties
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured- Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- * Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured - Employee Injury to Another Employee
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * "Insured Contract" redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 13 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At 2. **Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Expanded Fire Legal Liability

At 2. **Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. Non-Owned Watercraft

At 2. **Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At 2. **Exclusions** the following is added to paragraph (4) of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At 2. **Exclusions** the following is added to paragraphs (3), (4) and (6) of exclusion **j. Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion **j. Damage to Property** is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;

- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this **Electronic Data Liability Coverage** only:

- a. Exclusion p. of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage **H (Section I)** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES COVERAGE A–BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a "consolidated (Wrap-up) insurance program":

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:1. To read **SUPPLEMENTARY PAYMENTS**2. **Bail Bonds**

Item 1.b. is amended as follows:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. **Loss of Earnings**

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item 3.a. is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. **BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. **Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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

6. Additional Insured – Products Completed Operations Coverage – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
 - (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 - (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

7. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
 - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- (1) This insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Sub-paragraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

9. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

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

10. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

11. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

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

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

12. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

13. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 13 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under **Coverage C**;
- b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. Damages under **Coverage B**; and
- d. Damages under **Coverage H**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added :

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under **Coverage H** for **Water Damage Legal Liability**.

9. Coverage G - Product Recall Expense

Aggregate Limit \$50,000

Each Product Recall Limit \$25,000

- a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.
- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 13 of

SECTION II – WHO IS AN INSURED above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

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

Whichever is less.

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

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE** , a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under **Coverage A** for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage** .

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

(b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).**(a) is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition (5) of 2. "Duties in the event Occurrence, Offense, Claim or Suit" c. You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by **Railroad Protective Liability Coverage Form (CG 00 35)** with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of **Railroad Protective Liability Coverage Form (CG 00 35)** alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the **Other Insurance** condition of **Railroad Protective Liability Coverage Form (CG 00 35)** you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

- A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:
- f.(1) Equipment designed primarily for:
- (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.
- B. Item 3. "Bodily injury" is deleted and replaced with the following:
3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.
- C. Item 9. "Insured contract" c. is deleted and replaced with the following:
- c. Any easement or license agreement;
- D. Item 9. "Insured Contract" f.(1) is deleted
- E. The following definitions are added for this endorsement only:
23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
 - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
25. "Product recall expense" means reasonable and necessary expenses for:
- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
 - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
 - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
 - d. Transportation and accommodation expense incurred by your employees.
 - e. Rental expense incurred for temporary locations used to store recalled products.
 - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
 - g. Transportation expenses incurred to replace recalled products.
 - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.
- These expenses must be incurred as a result of a "product recall".
26. "Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:
- a. Is currently in effect or becoming effective during the term of this policy; and
 - b. Was executed prior to:
 - (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury",
 for which the additional insured seeks coverage under this coverage part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COMMON POLICY CONDITIONS

COVERAGE INDEX

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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:

(Bail Bond Coverage)

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, 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, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

- a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

(Extra Expense – Theft)

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

(Rental Reimbursement and Additional Transportation Expense)**d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$75 per day.
 - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)**e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)**f. Personal Property of Others**

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)**g. Locksmith Coverage**

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)**h. Vehicle Wrap Coverage**

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at **3.** to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE**(Audio, Visual and Data Electronic Equipment Coverage)**

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at **1.b.** is amended to provide the following limits:

- b.** Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

- 4.** In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
 - a.** The amount paid under the Physical Damage Coverage Section of the policy; and
 - b.** Any:
 - (1) Overdue lease / loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)**H. GLASS REPAIR – DEDUCTIBLE**

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)**I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
- (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)**J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)**K. UNINTENTIONAL FAILURE TO DISCLOSE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)**L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance** Paragraph **5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
- (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under SECTION V – DEFINITIONS, C. is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under CANCELLATION, of the COMMON POLICY CONDITIONS form, item 2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- (2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

- (a) Chartered by, loaned to, or hired by you with a paid crew; and
- (b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Damage To Property

"Property damage" to:

- (1) Property:
 - (a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
 - (b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1)(b), (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

p. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or

- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (4) Engineering services, including related supervisory or inspection services;
- (5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (6) Any health or therapeutic service treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Body piercing services;
- (11) Services in the practice of pharmacy;
- (12) Law enforcement or firefighting services; and
- (13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or failure to render any professional service.

t. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(1) Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

(2) Material Published With Knowledge Of Falsity

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (a) Liability for damages that the insured would have in the absence of the contract or agreement.
- (b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

(6) Breach Of Contract

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Quality Or Performance Of Goods – Failure To Conform To Statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Wrong Description Of Prices

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(10) Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Unauthorized Use Of Another's Name Or Product

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(14) Employment-related Practices

To:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person's employment; or
 - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (i), (ii) or (iii) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (i), (ii) or (iii) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(15) Professional Services

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (a) Legal, accounting or advertising services;
- (b) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (c) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (d) Engineering services, including related supervisory or inspection services;
- (e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

(f) Any health or therapeutic service treatment, advice or instruction;

(g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

(h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

(i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(j) Body piercing services;

(k) Services in the practice of pharmacy;

(l) Law enforcement or firefighting services; and

(m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

(16) War

However caused, arising, directly or indirectly, out of:

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:
 - a. All expenses we incur.
 - b. Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".
3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":
 - a. If you are designated in the Declarations as:
 - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- b. Each of the following is also an insured:
 - (1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (a) "Bodily injury" or "personal and advertising injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or
 - (iii) 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 (a)(i) or (ii) above.
 - (b) "Property damage" to property:
 - (i) Owned, occupied or used by;
 - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- (3) Any person or organization having proper temporary custody of your property if you die, but only:
- (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
- (4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
- a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
 - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 - (6) "Employees" with respect to "bodily injury" to:
 - (a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
 - (b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.
- c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.
3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
- Subject 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:
- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
- Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage **A**, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage **B**.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
 - a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
 - b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. 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, regardless of the amount, which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

- a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.
Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
 - g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraphs **f.** and **g.** do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

- (3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- Equipment designed primarily for:
 - Snow removal;
 - Road maintenance, but not construction or resurfacing; or
 - Street cleaning;
 - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
 - Malicious prosecution;
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - The use of another's advertising idea in your "advertisement"; or
 - Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Pollution cost or expense" means any loss, cost or expense arising out of any:
- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
17. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.
20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.
- 24.** "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".
- 25.** "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".
- 26.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 27.** "Your product":
- a. Means:
- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 28.** "Your work":
- a. Means:
- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Countersigned By _____

WC 00 03 13
(Ed. 4-84)

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

VISITORS, TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266
FAX: 319-277-9707

MEMORANDUM

TO: Mayor Laudick and City Council
FROM: Jennifer Pickar
DATE: January 2, 2024
SUBJECT: Artist Agreement with Robert Sobczak for Panthers on Parade
Mascot Embellishment

Attached please find a contract to work with artist Robert "Bobby" Sobczak to assist with the embellishment of a fiberglass TC mascot for the Panthers on Parade. The final design has been reviewed and approved by UNI staff and City staff.

The artist will receive \$500 upon pick up on or around February 1, 2024, and \$1,500 upon approved completion on or around April 15, 2024. The cost of this service is covered by mascot sponsorship.

Staff recommends approval.

Cc: Stephanie Houk Sheetz, Community Development Director

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF CEDAR FALLS
AND
ROBERT "BOBBY" SOBCZAK
FOR PANTHERS ON PARADE MASCOT EMBELLISHMENT

This Agreement is by and between Robert "Bobby" Sobczak ("Artist") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Artist or the City below.

Background Information

City seeks to showcase the community's pride and commitment to the University of Northern Iowa through a program called *Panthers on Parade*, comprised of artistic embellishments of UNI's mascot, TC, and displaying them in multiple locations in the community.

Terms of Agreement

1. Artwork: Artist shall provide a completed mascot embellishment ("Artwork") that is unique and original in its design, accurately following the approved design shown in Attachment A. No changes to the design will be made during production. No manipulation in the original pose of the mascot will occur. City will spray a protective clear coating consisting of clear automotive lacquer after TC delivery.
2. Display of Artwork: Artwork will be on display in a location within Cedar Falls from approximately May 1, 2024 – October 27, 2024 ("Display Period").
3. Delivery and Installation of the Artwork: Artist shall pick up a blank, prefabricated mascot from a to be announced location in Cedar Falls on February 1, 2024, upon notification by the City's Project Manager. Artist shall complete artistic embellishment as provided in Paragraph 1 and deliver to a to be announced designated location in Cedar Falls by April 15, 2024. If the Artwork and/or fiberglass form is not in substantially the same condition as shown on Attachment A, then this Agreement may be immediately terminated by City upon written notice to Artist, with no penalty or additional payment by City to Artist.
4. Project Confidentiality: Artist shall maintain confidentiality of the Artwork design until public launch, as notified by the City, including but not limited to any photos or video of work in progress or completed work to anyone via email, internet, social media, in-person or other means prior to the public launch.
5. Ownership of Artwork: Upon delivery, the Artwork shall be owned by the City and the corresponding mascot sponsor ("sponsor"). At the end of the Display Period, the Sponsor may sell or dispose of the Artwork at their sole discretion.
6. Insurance & Liability: From the time the blank mascot is picked up by the Artist until the time it is delivered to the City, the Artist is responsible for the value of the mascot/Artwork and any damages. Artist accepts all liability for the safe application of their artwork to the mascot and shall provide a safe, weather and vandal resistant mascot, including any appurtenances to the mascot. Artist is legally liable for structural additions shown in the design (Attachment A) that affect the mascot's structural integrity. At the City's direction and prior to executing any structural addition, the Artist may need to consult with the fabricator and provide written documentation confirming such change will not impact the structural integrity. Upon delivery of the Artwork, it will be inspected to assure there are no damages to the mascot or Artwork and the Artwork then

becomes the property of City. After delivery, the City may choose to repair minor damages to the Artwork if the inspection determines any occurred, at the City's expense and in its sole discretion. The City and Sponsor (if applicable) shall be responsible for minor maintenance or repairs during the Display Period.

7. Hold Harmless: The Artist agrees to hold harmless the City (for purposes of this Paragraph 7 includes elected and appointed officials, employees, and agents working on behalf of the City) against all actions, claims, liabilities, assertions of liability, losses, costs, and expenses whatsoever, in law or in equity, including but not limited to attorneys' fees and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, from the installation, deinstallation, or display of the Artwork or as a result of the duties and obligations on the part of the Artist as required by this Agreement.
8. Payment: City shall pay the Artist: \$500 at time of mascot pick up by the Artist and an additional \$1,500 upon delivery of the Artwork in satisfactory condition. In no event shall more than \$2,000 be paid to the Artist for each completed mascot.
9. Motion Pictures, Television Productions, and Photographs: The Artist grants City permission to allow the Artist's Artwork to be included in any motion picture television production, and/or photographs, and/or other images taken in the City, and/or any marketing materials with no compensation paid to the Artist other than as provided in Paragraph 8 above. In addition, the artist grants permission to the production company and/or photographer to exhibit or disseminate all or any part of said film or photographs through any medium throughout the world.
10. Independent Artist: Nothing herein shall be construed to create an employer-employee relationship between the parties, and Artist remains an independent Artist through the term of this Agreement and is totally responsible for the Artist's materials, labor, costs, transportation and insurance.
11. Assignment: No rights under this Agreement may be assigned or transferred by Artist without the prior written consent of the City.
12. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of Artist, and Artist's heirs, beneficiaries, successors, and assigns.
13. Entire Agreement: This Agreement, along with Attachment A, constitutes the entire agreement between the parties regarding the subject matter, and there are no promises or understandings between the parties except as set forth herein.
14. Notices: Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City's Project Manager:
 Name: Jennifer Pickar
 Title: Tourism & Cultural Programs Manager
 Address: 6510 Hudson Road
 Cedar Falls, IA 50613
 Telephone: 319-268-4266
 Email: jennifer.pickar@cedarfalls.com

Artist
 Name: Robert "Bobby" Sobczak
 Title: Artist
 Address: 1224 240th St
 Waverly, IA 50677
 Email: designfarmwaverly@gmail.com

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

ARTIST

✓ Bobby Scherzok
Print Name: Sch

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Attachment A
Approved Design



Super TC
Lexus Acrylic Paint
Spray Paint
Gold Leaf Trim
Fabric Cape
Custom TC Logo



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor Daniel Laudick and City Council
FROM: Michelle Pezley, Planner III
DATE: January 16, 2024
SUBJECT: Community Development Block Grant Funds (CDBG) Service Agency
 Contract: Northeast Iowa Food Bank

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of low and moderate income families and individuals living in Cedar Falls. The City may use up to 15% of our CDBG to fund local service agencies.

As listed in the Annual Action Plan for this year, the City designated \$39,248 to Prevent Homelessness through Agency and Organizational Support.

Staff has been working with the service agencies that have responded to the Request for Proposals to complete the contracts. Staff anticipates a total of five contracts. Attached is the contract with the Northeast Iowa Food Bank for \$10,000, their requested amount. The Food Bank proposes the funds to support their staff who distributes food to Cedar Falls residents who are low to moderate income. The positions are the Pantry Services Supervisor, Pantry Services Coordinator, and Pantry Coordinator.

At their October 18, 2023, meeting, the Housing Commission reviewed the recommended allocation of funds to these agencies and recommends approval.

Xc: Stephanie Houk-Sheetz, AICP, Director of Community Development
 Karen Howard, AICP, Planning & Community Services Manager

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS
(PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between Northeast Iowa Food Bank ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

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

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

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

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

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

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goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

K2.6. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on May 30, 2024, unless earlier terminated under the terms of this Agreement.

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

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

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

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

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

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

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

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

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

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

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties

2/17/2022

except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Insurance is not required per Risk Management Committee Policy #11 _____
(Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

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

12.0. Independent Contractor.

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

2/17/2022

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

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

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

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

2/17/2022

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

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

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

2/17/2022

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

24.1 Single Audit. The contractor shall ensure that an audit is performed in accordance with the Single Audit Amendment of 1996; OMB 2 CFR, Part 200, subpart F, as applicable. Reference: Assistance Listing (formerly known as the Catalog of Federal Domestic Assistance (CFDA)) 14.218, Community Development Block Grant/Entitlement Grants.

24.2 The City will review Contractor files to determine if adequate information is being maintained to be in compliance with Exhibit B of this Agreement. The City will provide the Contractor with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

24.3 See Exhibit C – Federal Contract Requirements

24.4 See Exhibit D – Quarterly Report Template

25.0. Notices.

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

City:

Contractor:

Name: Michelle Pezley

Name: Barbara Prather

Title: Planner III

Title: Executive Director of Northeast Iowa Food Bank

Address: 220 Clay Street

Address: P.O. Box 2397,

Cedar Falls, Iowa 50613

Waterloo, Iowa 50706

Telephone: (319) 268-5194

Telephone: (319) 235-0507

Email: michelle.pezley@cedarfalls.com

Email: bprather@neifb.org

2/17/2022

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

CONTRACTOR

. Northeast Iowa Food Bank

By: Burhane P. Rather

Its: Executive Director

Date: 12/19/23

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

Date: _____

Exhibit A
Services

1. Scope of Services

The Northeast Iowa Food Bank will be using CDBG grant funds to support the Cedar Valley Food Pantry and the three employees positions as listed below:

Pantry Services Coordinator –
Pantry Services Supervisor –
Pantry Coordinator –

2. Schedule for Performance of Contract

The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due January 15, March 15; and May 15 as applicable based on the contract date.

Exhibit B
Budget & Payment for Services

1. Budget

The project budget is detailed as follows:



Cedar Valley Food Pantry FY24 Budget

Revenue		Grant Request
Contributions	\$ 1,177,032.05	
Government	\$ 120,000.00	\$ 10,000.00
Total Revenue	\$ 1,297,032.05	\$ 10,000.00
Expenses		
Payroll	782,661.15	\$ 10,000.00
Financial Fees	91,934.63	
Transportation	45,511.54	
Building Maint	31,615.54	
Depreciation	120,382.63	
Development/Marketing	17,990.21	
Utilities	41,694.92	
Supplies	13,300.22	
Program Expenses	11,486.78	
Good Purchased	140,454.43	\$ 10,000.00
Total Expensees	\$ 1,297,032.05	\$ 10,000.00

2. Agreement Sum

The Contractor shall be compensated for the scope of its services under this contract according to the annual appropriation by the City not to exceed \$10,000 of CDBG funds.

3. Method of Payment

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the Contractor for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit D, bills, invoices, and/or other appropriate documentation. The Contractor shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

4. Invoice Timing

Invoices that are not submitted on a timely basis and after the term of this agreement, shall not be paid.

5. Records and Reports

- A. The Contractor will maintain a list of all citizens assisted with CDBG funds. Each Contractor, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the City upon request. If the Contractor is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.
- B. The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due January 15, March 15; and May 15 as applicable based on the contract date. Reports shall be submitted to the City project manager as noted in paragraph 25 of the Contract unless directed otherwise in writing.
- C. The Contractor will submit to the City the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The Contractor will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

Exhibit C
Federal Contract Requirements

1. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

2. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

3. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

4. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

5. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
3. The Contractor will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase

order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City's Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

7. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

8. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

9. AFFIRMATIVE ACTION STEPS

The Contractor agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. * To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. * To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or Contractor as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- J. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

**Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.*

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Contractor has not filed a compliance report due under applicable instructions, such Contractor shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY CONTRACTOR

NAME AND ADDRESS OF CONTRACTOR: Northeast Iowa Food Bank
Box 2397 Waterloo IA 50704

- 1. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes ___ No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes ___ No
- 3. Contractor has filed all compliance reports due under applicable instructions, including SF-100.
 Yes ___ No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
___ Yes No

PRINTED NAME: Barbara Prather
 TITLE: Executive Director
 SIGNATURE: Barbara Prather
 DATE: 12/19/23

**Exhibit D:
CITY OF CEDAR FALLS, IOWA
FY 23 CDBG SUB-RECIPIENT
QUARTERLY PERFORMANCE REPORT
DIRECT BENEFIT TO LOW INCOME PERSONS**

AGENCY NAME: _____

QUARTER #: _____

NUMBER OF FEMALE-HEADED HOUSEHOLDS: _____

TOTAL NUMBER OF PERSONS BENEFITTING FROM ACTIVITY: _____

TOTAL NUMBER OF HOUSEHOLDS BENEFITTING FROM ACTIVITY: _____

	<u>Households</u>	<u># Hispanic</u>	<u>Persons</u>	<u># Hispanic</u>
White	_____	_____	_____	_____
Black/African American	_____	_____	_____	_____
Asian	_____	_____	_____	_____
American Indian/Alaskan	_____	_____	_____	_____
Hawaiian/Pacific Islander	_____	_____	_____	_____
American Indian/Alaskan & White	_____	_____	_____	_____
Asian & White	_____	_____	_____	_____
Black/African American & White	_____	_____	_____	_____
American Indian/Alaskan & Black/African American	_____	_____	_____	_____
Other Multi-Racial	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____

*This refers to ethnicity rather than race; the number in this column should also be included in the column for total served. A client must identify their race, and then indicate Hispanic or non-Hispanic.

TOTAL NUMBER OF PERSONS SERVED:	<u>Households</u>	<u>Persons</u>
# of Extremely Low Income: (at or below 30% of Area Median Income)		
# of Very Low Income: (between 31 - 50% of Area Median Income)		
# of Low Income: (between 51 - 80% of Area Median Income)		

CDBG Annual Income Limits Effective June 15, 2023								
	1	2	3	4	5	6	7	8
Extremely Low Income	\$18,450	\$21,100	\$23,750	\$26,350	\$28,500	\$30,600	\$32,700	\$34,800
Very Low Income	\$30,750	\$35,150	\$39,550	\$43,900	\$47,450	\$50,950	\$54,450	\$57,950
Low Income	\$49,150	\$56,200	\$63,200	\$70,200	\$75,850	\$81,450	\$87,050	\$92,700

NARRATIVE DESCRIPTION OF QUARTERLY ACTIVITIES USING CDBG FUNDS:

LINE ITEM EXPENSES FOR REIMBURSEMENT:

--

AGENCY: _____

ADDRESS: _____

SUBMITTED BY: _____

TITLE: _____

DATE: _____

TELEPHONE: _____

AMOUNT REQUESTING: _____

QUARTER NO: _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor Daniel Laudick and City Council
FROM: Michelle Pezley, Planner III
DATE: January 16, 2024
SUBJECT: Community Development Block Grant Funds (CDBG) Service Agency
 Contract: Pathways Behavioral Services.

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of low and moderate income families and individuals living in Cedar Falls. The City may use up to 15% of our CDBG to fund local service agencies.

As listed in the Annual Action Plan for this year, the City designated \$39,248 to Prevent Homelessness through Agency and Organizational Support.

Staff has been working with the service agencies that have responded to the Request for Proposals to complete the contracts. Attached is the contract with Pathways Behavioral Services for \$5,800, the requested amount. Pathways proposes the funds for the support professional substance abuse treatment to Cedar Falls residences that are low to moderate income by supporting the Residential Counselor Technicians and Residential Substance Abuse Counselors positions.

At their October 18, 2023 meeting, the Housing Commission reviewed the recommended allocation of funds to these agencies and recommends approval.

Xc: Stephanie Houk-Sheetz, AICP, Director of Community Development
 Karen Howard, AICP, Planning & Community Services Manager

2/17/2022

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 (PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between Pathways Behavioral Services Inc ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

- 1.1. Contractor's services shall consist only of those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")
- 1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.
- 1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.
- 1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.
- 1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.
- 1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

- 2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.
- 2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.
- 2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

2/17/2022

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

K2.6. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on May 30, 2024, unless earlier terminated under the terms of this Agreement.

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

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

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

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

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

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

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

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

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

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

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties

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except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

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

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Insurance is not required per Risk Management Committee Policy #11 _____
(Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

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

12.0. Independent Contractor.

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

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13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

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

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

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

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17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If

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designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

24.1 Single Audit. The contractor shall ensure that an audit is performed in accordance with the Single Audit Amendment of 1996; OMB 2 CFR, Part 200, subpart F, as applicable. Reference: Assistance Listing (formerly known as the Catalog of Federal Domestic Assistance (CFDA)) 14.218, Community Development Block Grant/Entitlement Grants.

24.2 The City will review Contractor files to determine if adequate information is being maintained to be in compliance with Exhibit B of this Agreement. The City will provide the Contractor with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

24.3 See Exhibit C – Federal Contract Requirements

24.4 See Exhibit D – Quarterly Report Template

25.0. Notices.

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

City:

Contractor:

Name: Michelle Pezley

Name: David Becker,

Title: Planner III

Title: Pathways Behavioral Services Inc Business Manager

Address: 220 Clay Street

Address: 3362 University Ave

Cedar Falls, Iowa 50613

Waterloo, IA 50701

Telephone: (319) 2685194

Telephone: (319) 235-6571

Email: michelle.pezley@cedarfalls.com

Email: Dave.becker@pathwaysb.org

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

CONTRACTOR

Pathways Behavioral Services Inc

By: David O Becker

Its: Business Manager

Date: 1-2-24

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick , Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

Date: _____

Exhibit A
Services

1. Scope of Services

The Pathways Behavior Services, Inc will be using the funds to support the salaries of the residential and detox staff including the following positions:

Residential Counselor Technicians
Residential Substance Abuse Counselors

2. Schedule for Performance of Contract

The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due January 15, March 15; and May 15 as applicable based on the contract date.

Exhibit B
Budget & Payment for Services

1. Budget

The project budget is detailed as follows:

CDBG funds will be spent on the following salaries:

Residential Counselor Technicians
Residential Substance Abuse Counselors

2. Agreement Sum

The Contractor shall be compensated for the scope of its services under this contract according to the annual appropriation by the City not to exceed \$5,800 of CDBG funds.

3. Method of Payment

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the Contractor for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit D, bills, invoices, and/or other appropriate documentation. The Contractor shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

4. Invoice Timing

Invoices that are not submitted on a timely basis and after the term of this agreement, shall not be paid.

5. Records and Reports

- A. The Contractor will maintain a list of all citizens assisted with CDBG funds. Each Contractor, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the City upon request. If the Contractor is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.
- B. The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due September 15, January 15, April 15; and July 15 as applicable based on the contract date. Reports shall be submitted to the City project manager as noted in paragraph 25 of the Contract unless directed otherwise in writing.
- C. The Contractor will submit to the City the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The Contractor will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

Exhibit C
Federal Contract Requirements

1. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

2. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

3. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

4. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

5. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
3. The Contractor will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase

order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City's Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

7. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

8. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

9. AFFIRMATIVE ACTION STEPS

The Contractor agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. * To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. * To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or Contractor as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- J. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

**Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.*

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Contractor has not filed a compliance report due under applicable instructions, such Contractor shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY CONTRACTOR

NAME AND ADDRESS OF CONTRACTOR: Pathways Behavioral Services Inc
3362 University Ave, Waterloo, IA 50701

1. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Contractor has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

PRINTED NAME: David A. Becker

TITLE: Business Manager

SIGNATURE: 

DATE: 1-2-24

**Exhibit D:
CITY OF CEDAR FALLS, IOWA
FY 23 CDBG SUB-RECIPIENT
QUARTERLY PERFORMANCE REPORT
DIRECT BENEFIT TO LOW INCOME PERSONS**

AGENCY NAME: _____

QUARTER #: _____

NUMBER OF FEMALE-HEADED HOUSEHOLDS: _____

TOTAL NUMBER OF PERSONS BENEFITTING FROM ACTIVITY: _____

TOTAL NUMBER OF HOUSEHOLDS BENEFITTING FROM ACTIVITY: _____

	<u>Households</u>	<u># Hispanic</u>	<u>Persons</u>	<u># Hispanic</u>
White	_____	_____	_____	_____
Black/African American	_____	_____	_____	_____
Asian	_____	_____	_____	_____
American Indian/Alaskan	_____	_____	_____	_____
Hawaiian/Pacific Islander	_____	_____	_____	_____
American Indian/Alaskan & White	_____	_____	_____	_____
Asian & White	_____	_____	_____	_____
Black/African American & White	_____	_____	_____	_____
American Indian/Alaskan & Black/African American	_____	_____	_____	_____
Other Multi-Racial	_____	_____	_____	_____
TOTAL	_____	_____	_____	_____

*This refers to ethnicity rather than race; the number in this column should also be included in the column for total served. A client must identify their race, and then indicate Hispanic or non-Hispanic.

TOTAL NUMBER OF PERSONS SERVED:	<u>Households</u>	<u>Persons</u>
# of Extremely Low Income: (at or below 30% of Area Median Income)		
# of Very Low Income: (between 31 - 50% of Area Median Income)		
# of Low Income: (between 51 - 80% of Area Median Income)		

CDBG Annual Income Limits Effective June 15, 2023								
	1	2	3	4	5	6	7	8
Extremely Low Income	\$18,450	\$21,100	\$23,750	\$26,350	\$28,500	\$30,600	\$32,700	\$34,800
Very Low Income	\$30,750	\$35,150	\$39,550	\$43,900	\$47,450	\$50,950	\$54,450	\$57,950
Low Income	\$49,150	\$56,200	\$63,200	\$70,200	\$75,850	\$81,450	\$87,050	\$92,700

NARRATIVE DESCRIPTION OF QUARTERLY ACTIVITIES USING CDBG FUNDS:

LINE ITEM EXPENSES FOR REIMBURSEMENT:

--

AGENCY: _____

ADDRESS: _____

SUBMITTED BY: _____

TITLE: _____

DATE: _____

TELEPHONE: _____

AMOUNT REQUESTING: _____

QUARTER NO: _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Planning and Zoning Commission
FROM: Michelle Pezley, AICP, Planner III
 Matthew Tolan, EI, Civil Engineer II
DATE: December 27, 2023
SUBJECT: PP23-007: West Fork Crossing Frist Amendment Preliminary Plat Amendment 2

REQUEST: Request to approve the West Fork Crossing Frist Amendment Plat Amendment.
 Case #PP23-007

PETITIONER: Money Pit LLC, and Waterbury Property Investors LLC Owners,
 Corona Woychik, ISG, Engineer

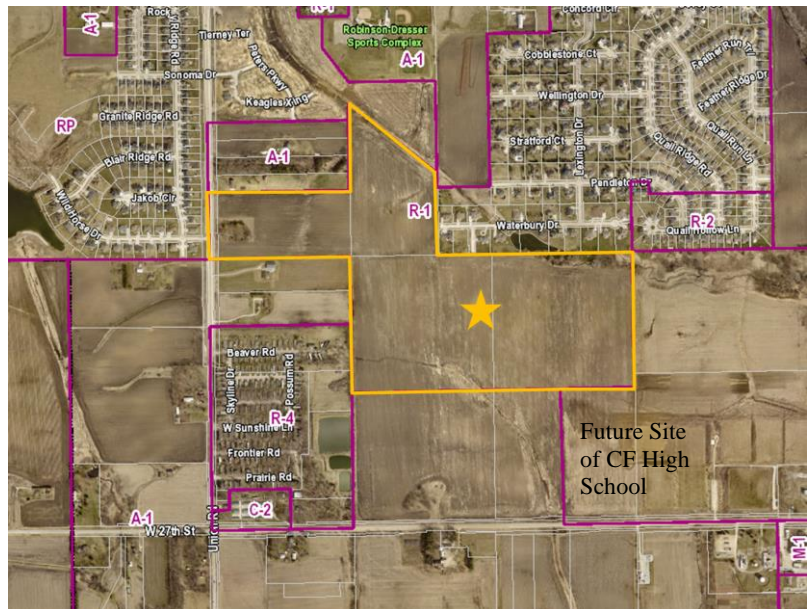
LOCATION: 120-acre parcel between Union Road and Waterbury Drive

PROPOSAL

Money Pit LLC proposes a modification to their approved preliminary plat to remove references of purchasing wetland credits and indicate an alternative wetland mitigation plan for the wetlands that were disturbed with development in the first phase of the development. This will ensure that the final plat is in substantial conformance to the preliminary plat. This staff report will focus on those changes.

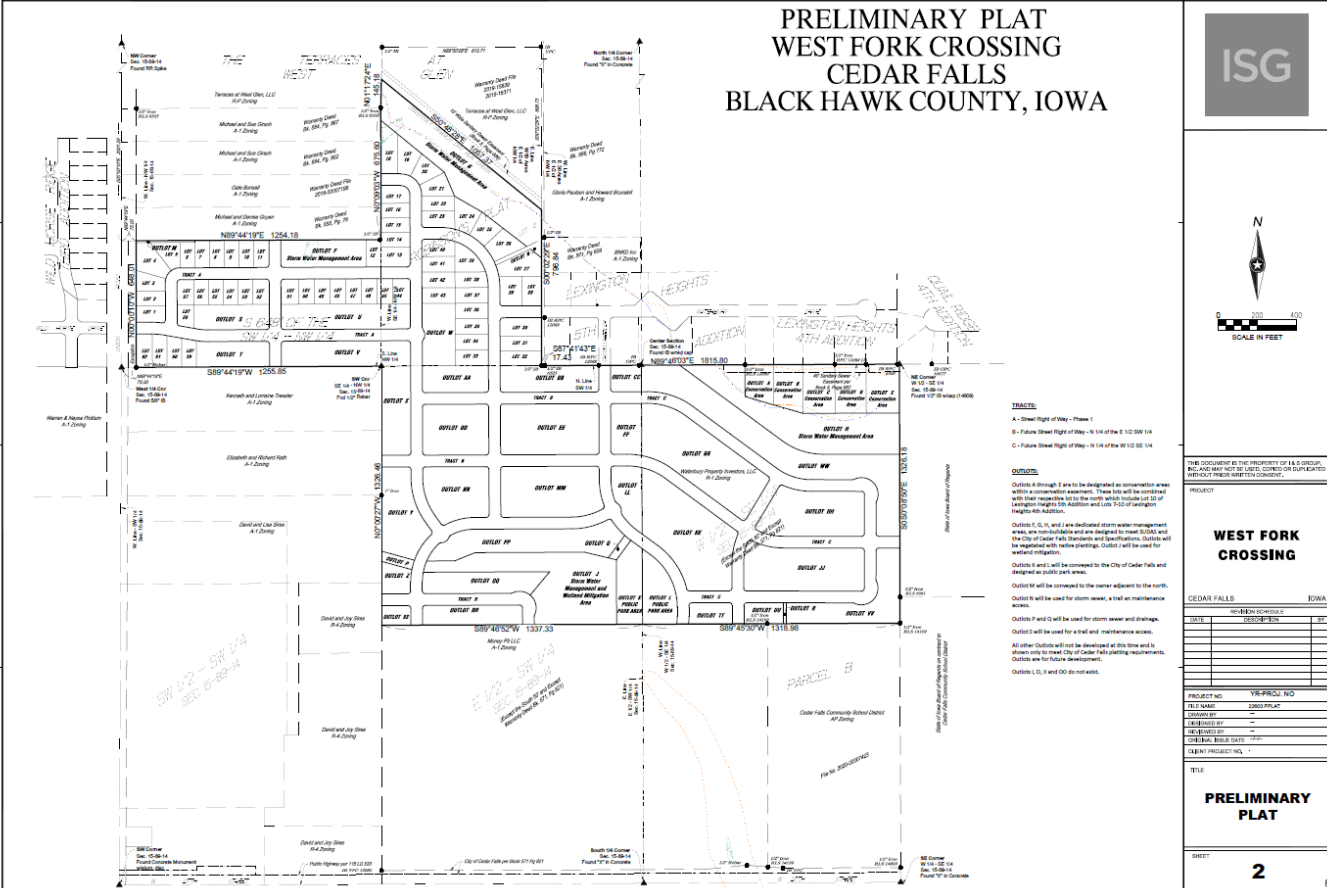
BACKGROUND

The City Council approved the preliminary plat for the 120 acres on November 15, 2021. The next year, the applicant submitted modifications to the plat, which increased the number of lots in Frist Amendment making the lots more uniform in size, and reconfigured the shape and sizes of the stormwater basins. The City Council approved the revisions on June 6, 2022.



The property is zoned R-1 Residence District and as such, the subdivision will consist of uses allowed in that zoning district. The subject property is bordered by an R-1 zoned single-family subdivision (Lexington Heights) and an RP District (Terraces at West Glen) to the north. To the west of the site is a manufactured home development, zoned R-4 and several large single-family lots. Undeveloped land owned by UNI and the site of the new Cedar Falls High School is located east and southeast of the subject property. The property was farmland.

ANALYSIS



The preliminary plat consists of 62 lots and 29 outlots. The site is located north of W. 27th Street and east of Union Road near the site of the new Cedar Falls High School.

The City Code Sec. 20-6 (d) requires any wetlands that will be disturbed or eliminated during construction of the subdivision to be mitigated. The applicant was not able to buy wetland credits to mitigate the wetlands as originally proposed because the wetlands are non-jurisdictional wetlands (i.e. not regulated by the federal government) and the wetland banks are reserved for purchase of credits only for federally regulated wetlands. As an alternative, the applicant proposes to mitigate the wetlands that were disturbed during construction of Frist Amendment of the subdivision within Outlot J, which is located in Third Amendment of the subdivision. The applicant will construct the wetland area within Outlot J with the public improvements for the Second Amendment. The applicant has submitted a preliminary design to establish the wetlands, but a more detailed plan will be submitted with the construction drawings for the Second Amendment of the development. The applicant proposes to mitigate the wetlands on a 1:1 basis, i.e. 0.18 acres of wetlands were disturbed, so 0.18 acres of wetlands will be created.

The revised preliminary plat must be approved prior to consideration of the final plat of Frist Amendment, which is covered in the staff report for FP23-004.

TECHNICAL COMMENTS

A courtesy mailing was mailed on December 20, 2023, to surrounding property owners within 200 feet of the property.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Staff recommends approval of PP 23-007; West Fork Crossing Frist Amendment Preliminary Plat Amendment with the following conditions:

- 1) A detailed Mitigation Plan must be submitted with the construction drawings of West Fork Crossing Second Amendment for Outlot J, showing conformance with Chapter 9.08 Stormwater Wetlands of the Iowa Stormwater Management Manual.
- 2) Construction of the wetlands shall be complete prior to approval of the West Fork Crossing Frist Amendment Final Plat.

PLANNING AND ZONING

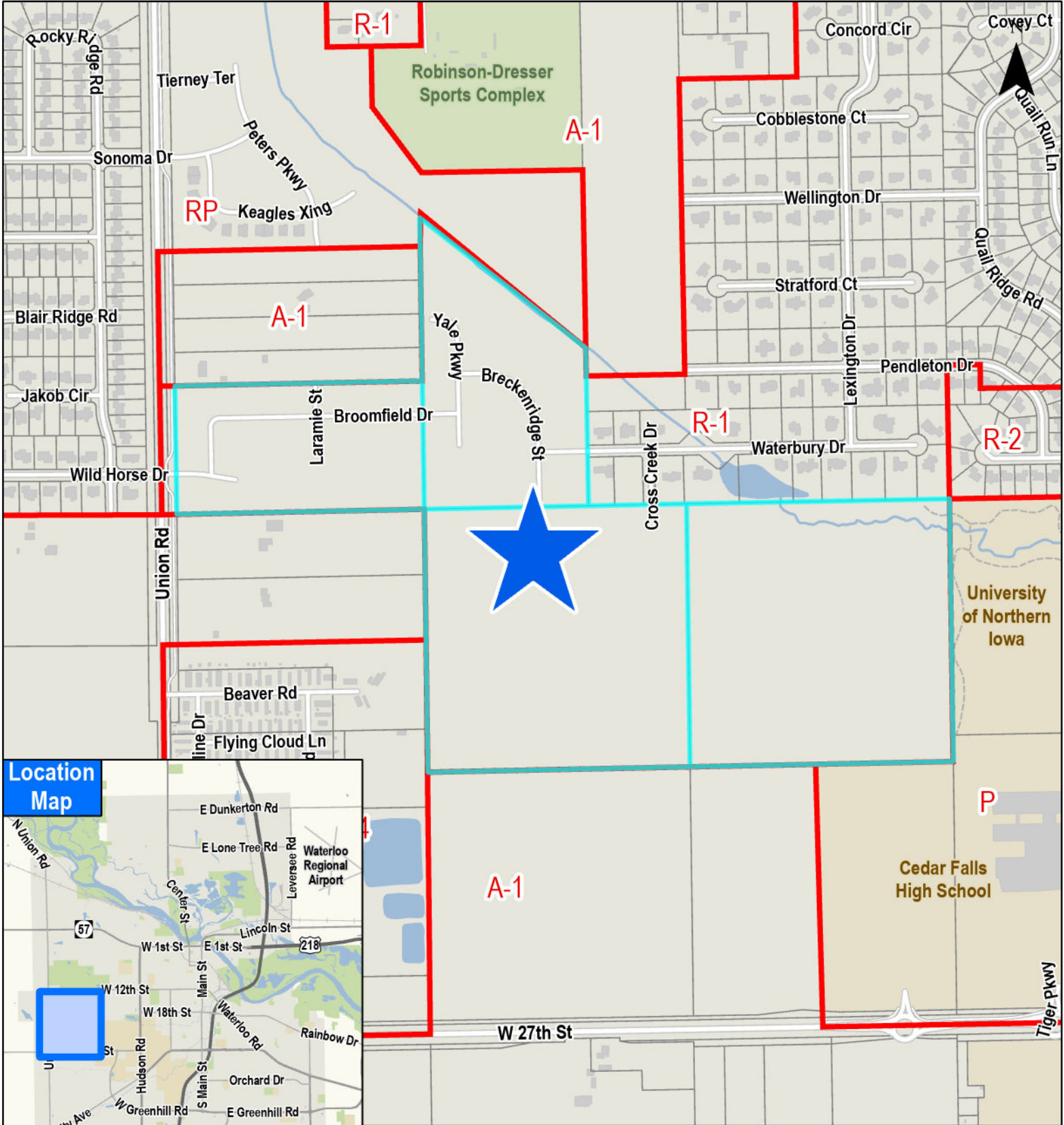
Discussion

Attachments:

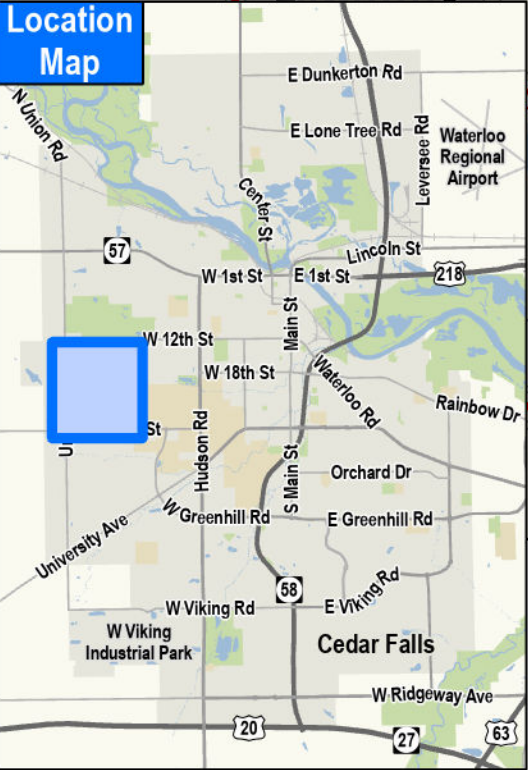
Location Map
West Fork Crossing Revised Preliminary Plat
Draft Wetland Mitigation Plan.

Cedar Falls Planning and Zoning Commission December 27, 2023

Item 21.



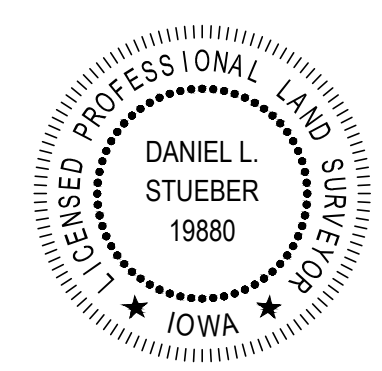
Location Map



West Fork Crossing Preliminary Plat Amendment (PP23-008)

PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA

SEAL



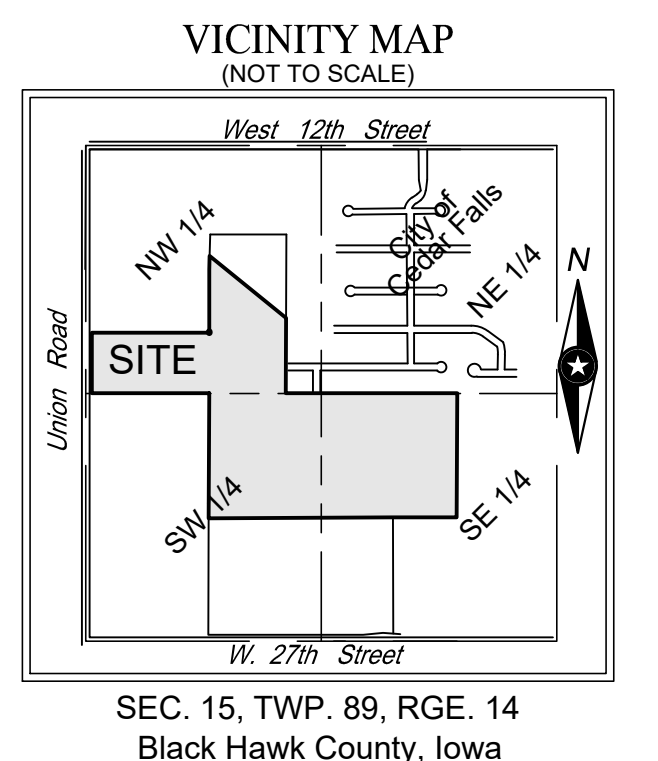
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
DANIEL L. STUEBER

PRINTED SIGNATURE _____ SIGNATURE DATE _____

SIGNATURE _____ SIGNATURE DATE _____

My license renewal date is 12/31/2027
REGISTRATION EXPIRES _____ DATE ISSUED _____

SHEETS COVERED BY THIS SEAL 8



EXISTING LEGAL DESCRIPTION:

The West Half of the Southeast Quarter (W1/2 SE1/4) and the East Half of the Southwest Quarter (E1/2 SW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa except the South 50 feet thereof conveyed for public highway in 115 LD 533 and except that part conveyed to the City of Cedar Falls, Iowa in 571 LD 821
AND
Lot No. 2 in Robinson's Plat of part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa, Owner's Dedication filed July 29, 1992 in 302 Misc. 305
AND
The South 648 feet of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 15, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part conveyed to the City of Cedar Falls for Union Road right of way in 547 LD 656
EXCEPT
The South Half of the East Half of the Southwest Quarter of Section 15, Township 89 North, Range 14 West.
AND FURTHER ACCEPTING
The South Half of the West Half of the Southeast Quarter of Section 15, Township 89 North, Range 14 West.
AND FURTHER ACCEPTING
Parcel B in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2020-00007423.
AND FURTHER ACCEPTING
Parcel A in Lot 2 of Robinson's Minor Plat of part of the Northwest Quarter (NW1/4) of Section 15, Township 89 North, Range 14 West of 5th P.M., City of Cedar Falls, Black Hawk County, Iowa as shown on a plat of survey file no. 2019-00015839

Total area to be platted - 120.88 Acres

DEVELOPERS:
Echo Development
Brent Dahlstrom
604 Clay Street
Cedar Falls, IA 50613

SURVEYOR and ENGINEER:
ISG
314 East 4th Street
Waterloo, IA 50703
(319) 234-1515

OWNERS:
Money Pit, LLC
P.O. Box 128
Cedar Falls, IA 50613

Terraces @Waterbury Property Investors, LLC
604 Clay Street
Cedar Falls, IA 50613

EXISTING PROPERTY:
ZONED: R-1 (1 & 2 Unit Residential)

Building Setback:
Front - 30 feet
Side - 10% - 20% of lot width
Rear - 30 feet

BEARING NOTE:
Orientation of this bearing system is based on IaRCS (Zone 5 - Waterloo).

NOTES:

- West Fork Crossing will be graded to allow for residential construction with the proposed grading primarily following existing topographic features currently present on site.
- Public Street Right-of-Way width will be 60.00 feet.
- A 6' Bike trail is proposed as shown in the development that connects the future 10' bike trails along Union Road and West 27th Street.
- 4' wide sidewalks will be constructed along sides of public streets where the City's bike trail system is not located.
- A 10' Wide Utility Easement will be provided adjacent to all Street Right-of-Way.
- West Fork Crossing First Addition will connect 12" DIP water main along Union Road, and Waterbury Road in Lexington Heights as well as connecting to the north to Robinson Dresser Park. A 12" DIP water main will also be present along the proposed Peters Parkway to connect to Terraces at West Glen in the future. An 8" diameter water main will be present in the other applicable streets, unless a larger water main is required, to be determined during the development of construction plans.
- Storm sewer is generally designed for 10 year storm flows.
- Sanitary sewer will be 8" diameter through the development and comply with SUDAS and the City of Cedar Falls Standards and Specifications.
- Water service and sanitary sewer service will be stubbed to the back of the utility easement line for each residential unit.
- Gas main is generally located 8' behind curb, opposite side of street from water main. Location shall be coordinated with local utility provider.
- Underground electric and communication lines shall be generally located within 10' utility easements. Location shall be coordinated with local utility provider.
- Streets to be 31' back of curb to back of curb, Portland cement concrete, with a minimum 12" thick crushed stone base and sub drain tile on both sides of street system, connecting to storm sewer.
- Existing site features can be found on sheets 3-7.
- Future street improvements can be found on sheets 3-7.
- Proposed street improvements and proposed contours can be found on sheets 3-7.
- Proposed utilities for phase 1 are shown in color and can be found on sheets 3-7. Future utilities outside of phase 1 are preliminary and not finalized.
- Proposed easements and building setbacks can be found on sheets 3-7.
- Proposed lot corners located at street intersections have a 15' radius unless otherwise noted.
- Proposed Street Right of Way and future traffic calming circles are shown for future development.
- Existing flood hazard boundary lines are shown per FEMA map 19013C0163F dated July 18, 2011.
- Non-regulated wetlands are shown per ISG's wetland delineation from June 3, 2019. Wetland mitigation will be achieved by creating wetlands within an outlot dedicated for stormwater management.
- Approximate low structure opening (LSO) elevations are shown on sheet 8.

TRACTS:

- A - Street Right of Way - Phase 1
- B - Future Street Right of Way - N 1/4 of the E 1/2 SW 1/4
- C - Future Street Right of Way - N 1/4 of the W 1/2 SE 1/4

OUTLOTS:

- Outlots A through E are to be designated as conservation areas within a conservation easement. These lots will be combined with their respective lot to the north which include Lot 10 of Lexington Heights 5th Addition and Lots 7-10 of Lexington Heights 4th Addition.
- Outlots F, G, H, and J are dedicated storm water management areas, are non-buildable and are designed to meet SUDAS and the City of Cedar Falls Standards and Specifications. Outlots will be vegetated with native plantings. Outlot J will be used for wetland mitigation.
- Outlots K and L will be conveyed to the City of Cedar Falls and designed as public park areas.
- Outlot M will be conveyed to the owner adjacent to the north.
- Outlot N will be used for storm sewer, a trail and maintenance access.
- Outlots P and Q will be used for storm sewer and drainage.
- Outlot S will be used for a trail and maintenance access.
- All other Outlots will not be developed at this time and is shown only to meet City of Cedar Falls platting requirements. Outlots are for future development.
- Outlots I, O, II and OO do not exist.

Lot Frontage at Building Setback for Irregular Shaped Lots	
Lot Number	Chord Distance (ft.)
3	71.4
4	70.0
5	68.0
24	94.7
25	104.2
26	104.2
27	72.6
39	81.5
40	58.3

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PROJECT

WEST FORK CROSSING

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY
4-25-22	City Submittal	JMW
5-16-22	Revisions to City Submittal	JMW
12-19-23	Revisions to City Submittal	JMW

PROJECT NO.	19-22603
FILE NAME	X-22603-Pro-Lot-S PH1
DRAWN BY	JW
DESIGNED BY	TV
REVIEWED BY	DS/RR
ORIGINAL ISSUE DATE	5/10/21
CLIENT PROJECT NO.	

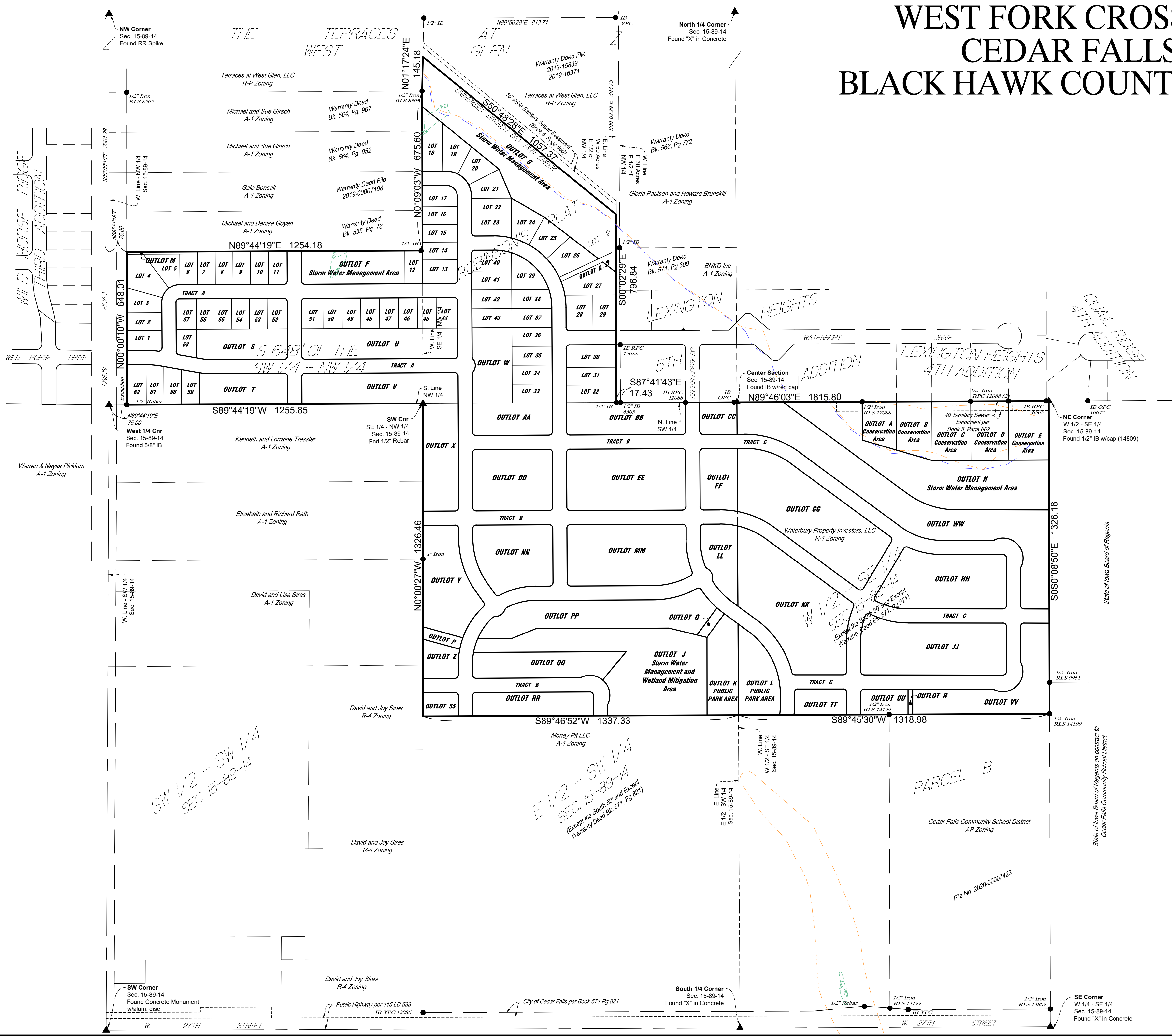
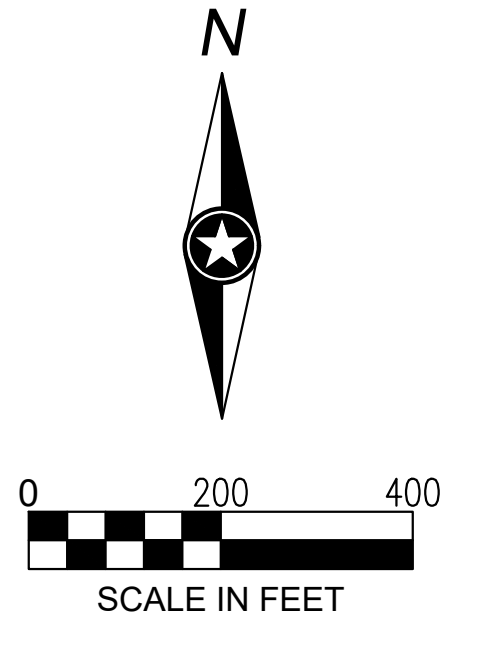
PRELIMINARY PLAT

SHEET
1

LEGEND

---<---	Existing Sanitary Sewer Line	---G---	Underground Gas Line	◆	Benchmark	⊗	Curb Stop
---<---	Proposed Sanitary Sewer Line	---UE---	Underground Electric Line	○	Drop Intake	○	Manhole/Catch Basin
---<---	Future Sanitary Sewer Line	---UTL---	Underground Utility Line	⊗	Gas Valve	⊗	Sign
---<<---	Existing Storm Sewer Line	---FBO---	Underground Fiber Optic Line	●	Iron Monument Found	⊗	Post
---<<---	Proposed Storm Sewer Line	---OHL---	Overhead Utility Line	▲	Section Corner Found	⊗	Deciduous Tree
---<<---	Future Storm Sewer Line	---	Landscaping Edge	⊗	Transformer	⊗	Coniferous Tree
--- ---	Existing Water Line	---W---	Water's Edge	⊗	Light Pole	⊗	Bush
--- ---	Proposed 8" Water Line	---WET---	Wetland Line	⊗	Utility Pedestal	⊗	Stump
--- ---	Proposed 12" Water Line	---	Treeline	⊗	Utility Pole/Guy Wire	⊗	Mailbox
--- ---	Future Water Line	---X---	Fence	⊗	Water Valve	⊗	
---	Proposed Building Setback Line	---	100 Year Floodplain Line	⊗	Hydrant	⊗	
---		---	500 Year Floodplain Line				

PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS BLACK HAWK COUNTY, IOWA



TRACTS:

- A - Street Right of Way - Phase 1
- B - Future Street Right of Way - N 1/4 of the E 1/2 SW 1/4
- C - Future Street Right of Way - N 1/4 of the W 1/2 SE 1/4

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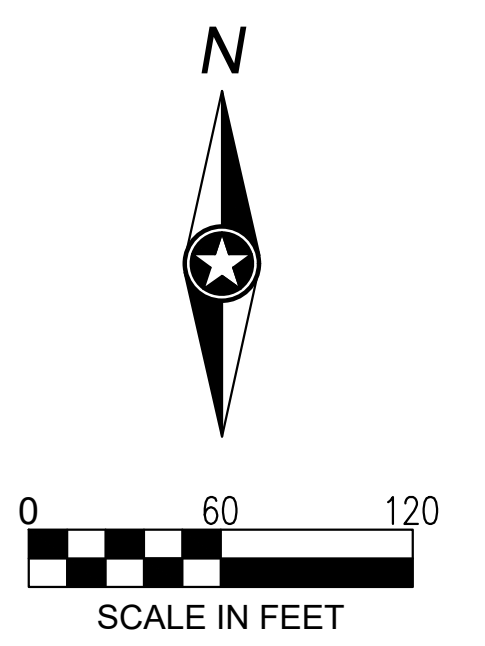
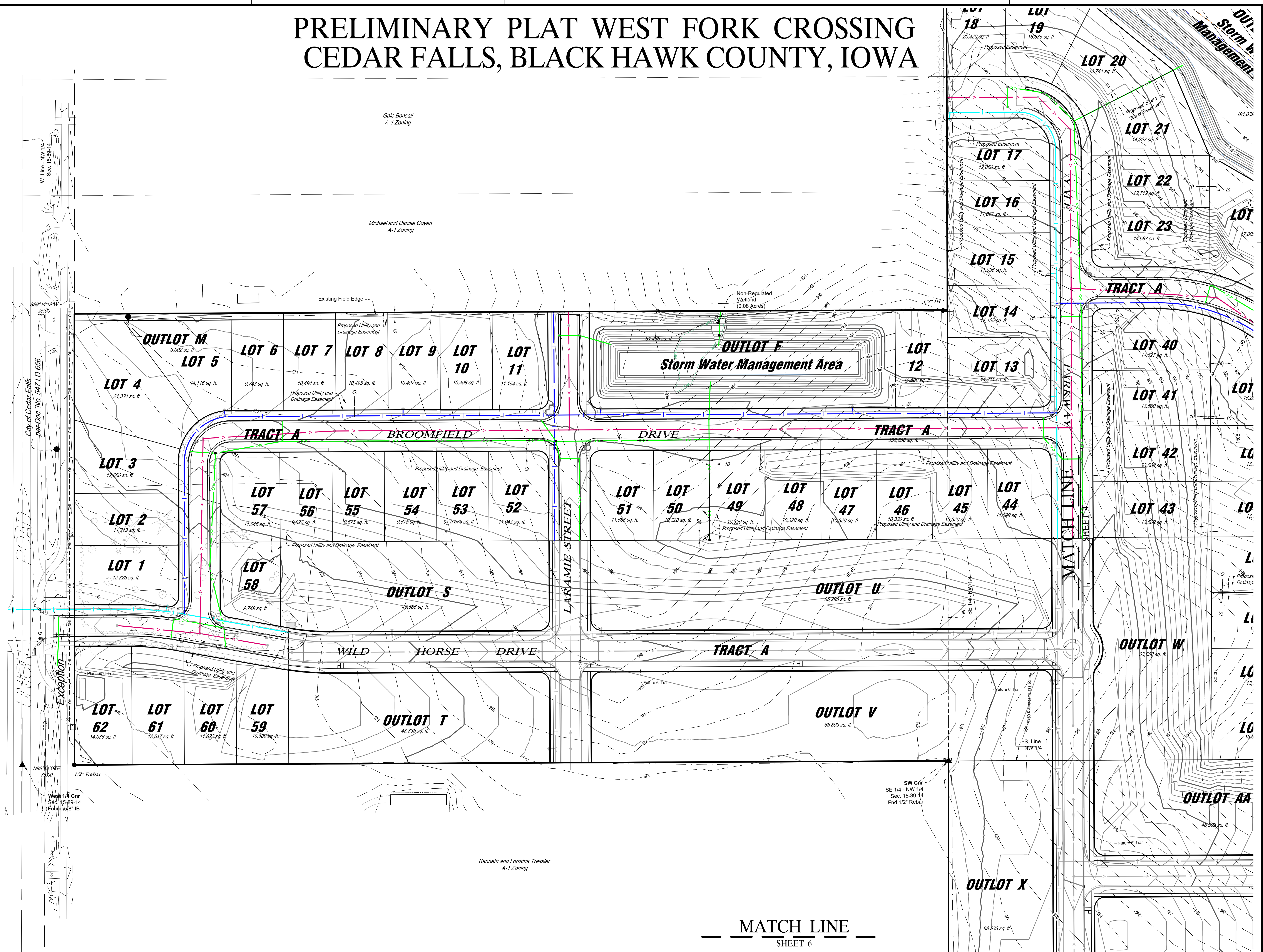
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REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	YR-PROJ. NO
FILE NAME	22803 PPLAT
DRAWN BY	---
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	---
CLIENT PROJECT NO.	---

PRELIMINARY PLAT

PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA



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PROJECT

WEST FORK CROSSING

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

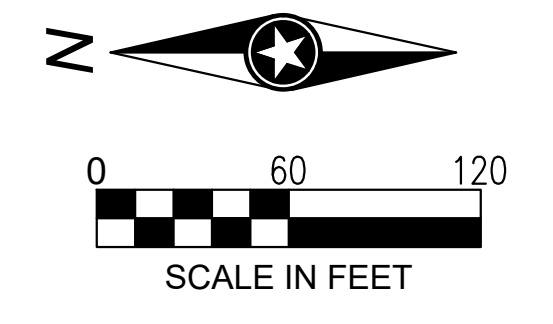
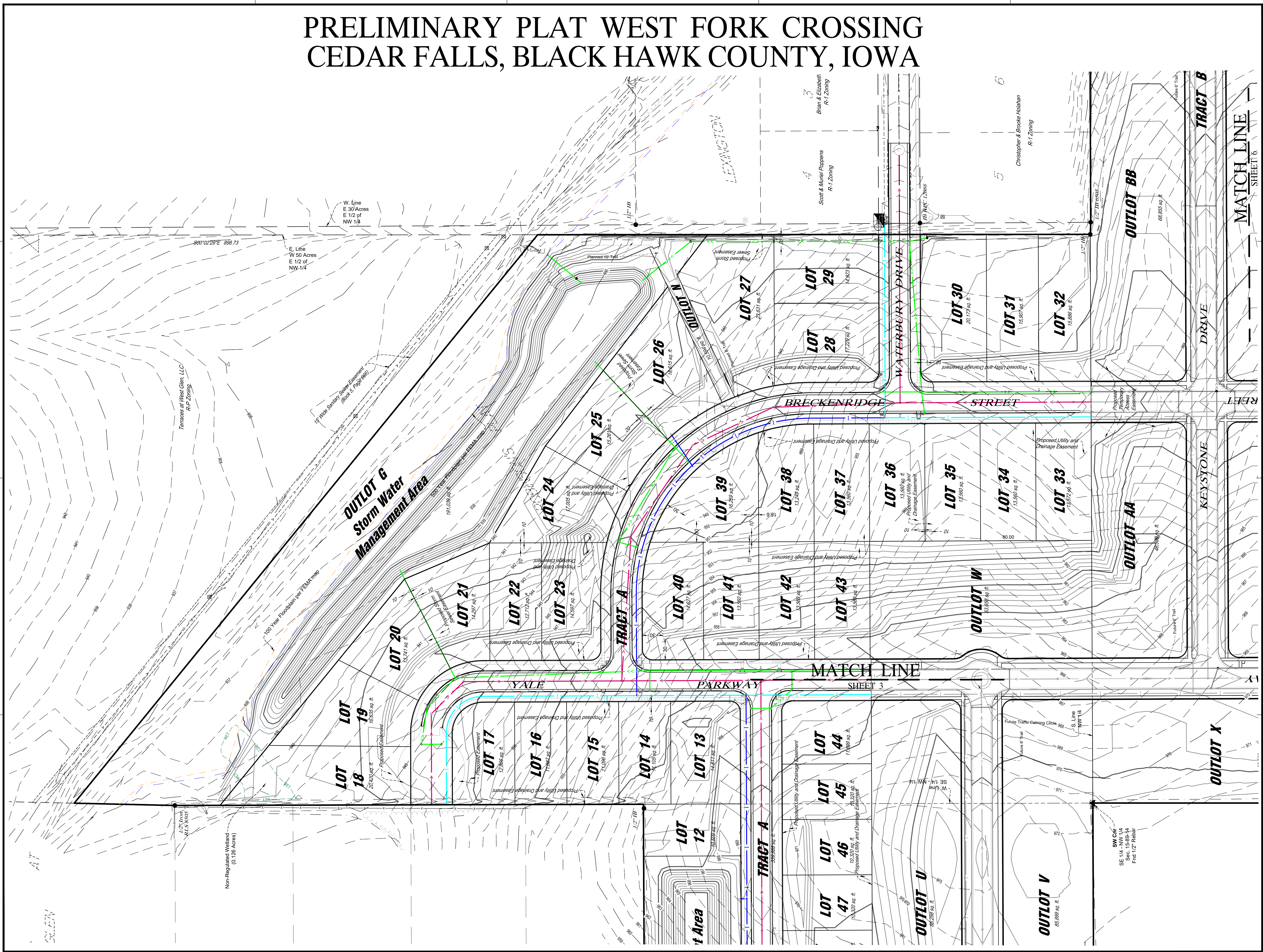
PROJECT NO.	YR-PROJ. NO
FILE NAME	22603 PPLAT
DRAWN BY	---
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	---
CLIENT PROJECT NO.	---

PRELIMINARY PLAT

SHEET **3**

MATCH LINE
SHEET 6

PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA



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PROJECT		
WEST FORK CROSSING		
CEDAR FALLS	IOWA	

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	YR-PROJ. NO
FILE NAME	22603 PPLAT
DRAWN BY	---
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	---
CLIENT PROJECT NO.	---

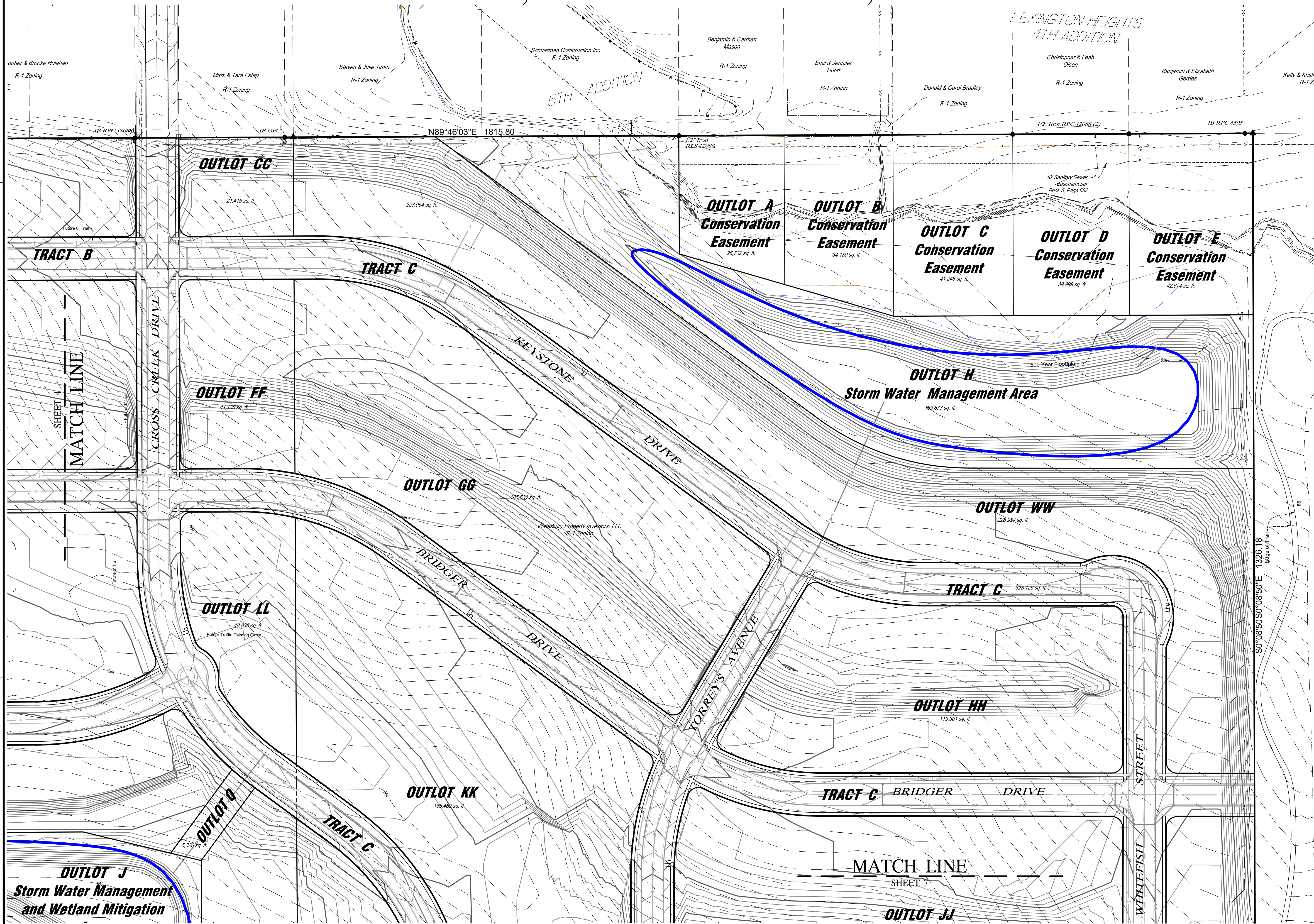
TITLE

PRELIMINARY PLAT

SHEET

4

PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA



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PROJECT
WEST FORK CROSSING

CEDAR FALLS IOWA

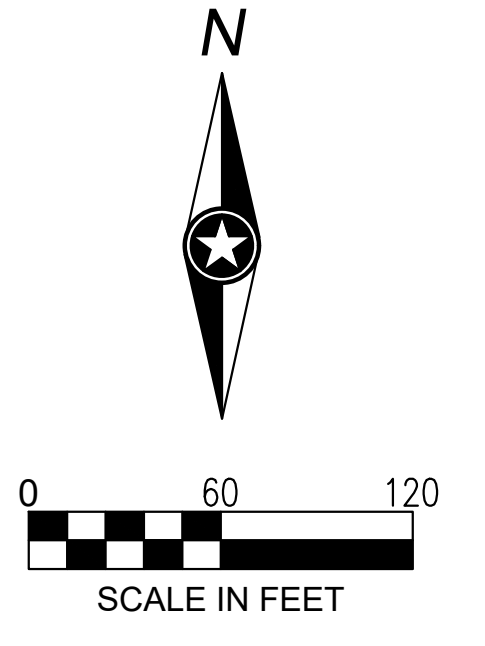
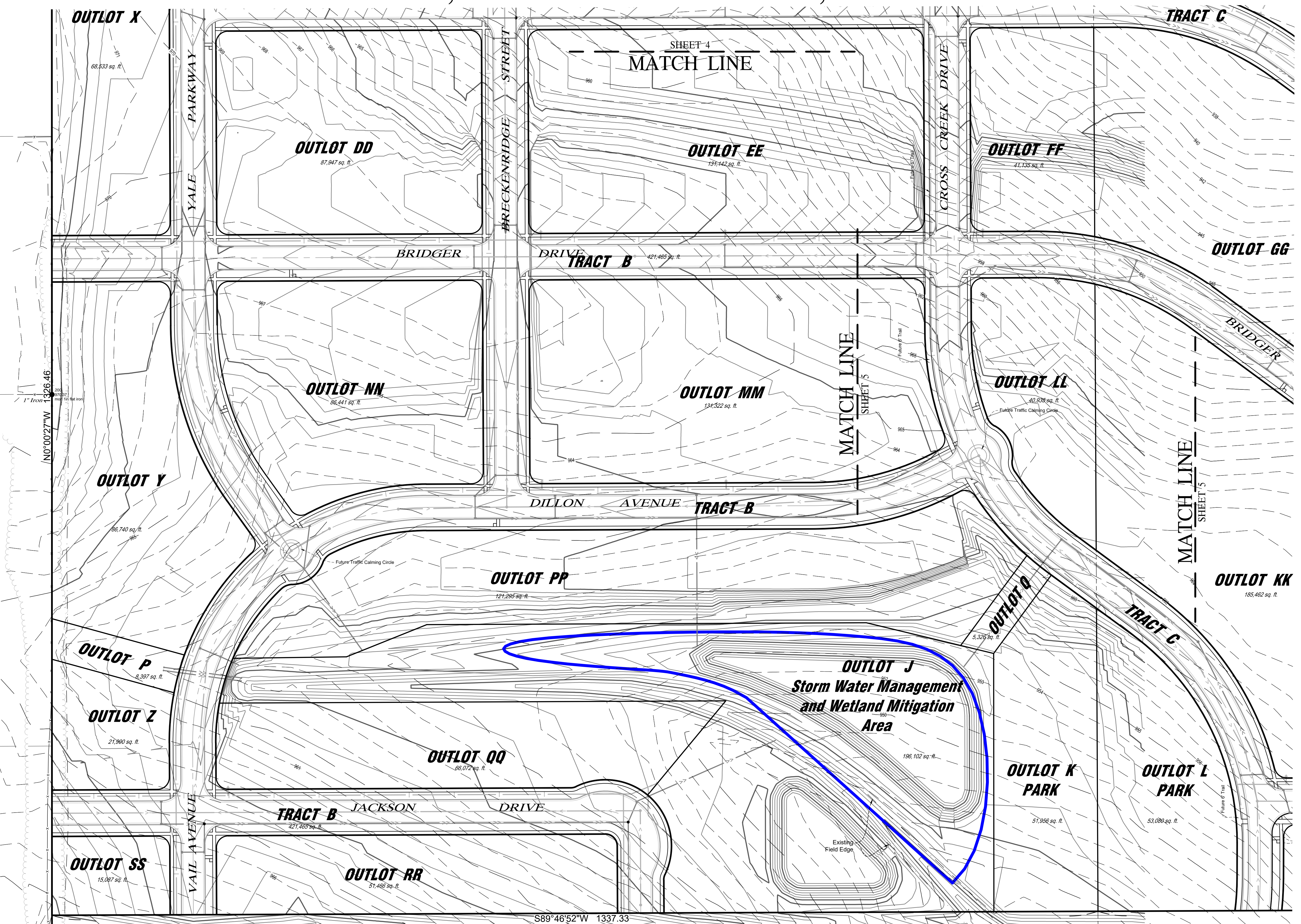
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	YR-PROJ. NO
FILE NAME	22603 PPLAT
DRAWN BY	---
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	11-1-21
CLIENT PROJECT NO.	---

TITLE
PRELIMINARY PLAT

SHEET
5

PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA



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PROJECT

WEST FORK CROSSING

CEDAR FALLS IOWA

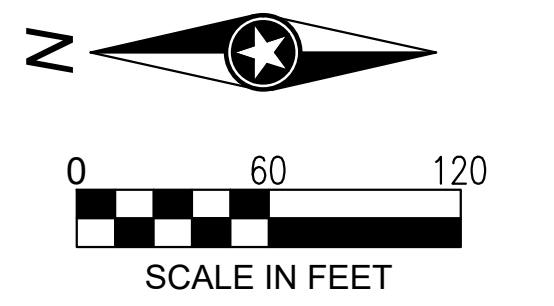
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	YR-PROJ. NO
FILE NAME	22603 PPLAT
DRAWN BY	---
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	11/1/22
CLIENT PROJECT NO.	---

TITLE
PRELIMINARY PLAT

SHEET
6

PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA



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PROJECT

WEST FORK CROSSING

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	YR-PROJ. NO
FILE NAME	22603 PPLAT
DRAWN BY	---
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	11-1-22
CLIENT PROJECT NO.	---

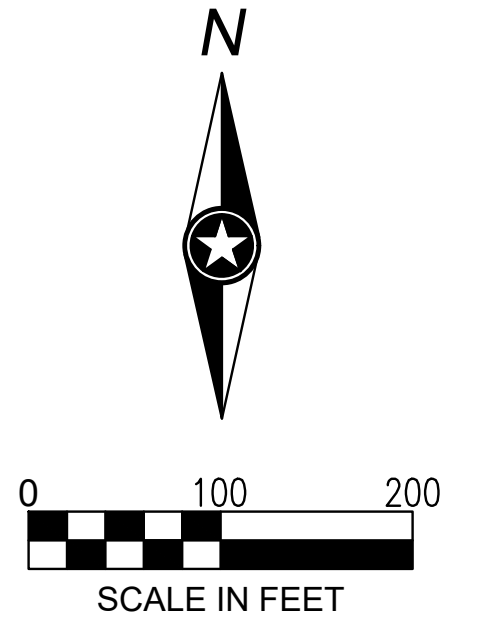
TITLE

PRELIMINARY PLAT

SHEET

7

PRELIMINARY PLAT WEST FORK CROSSING CEDAR FALLS, BLACK HAWK COUNTY, IOWA



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PROJECT

WEST FORK CROSSING

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22603
FILE NAME	X-22603-PRO-LOT-S
DRAWN BY	JW
DESIGNED BY	TV
REVIEWED BY	DS/RR
ORIGINAL ISSUE DATE	5/10/21
CLIENT PROJECT NO.	

PRELIMINARY PLAT

Memorandum

West Fork Crossing First Addition

Item 21.

ISG

To: City of Cedar Falls

From: Nick McCabe, Senior Environmental Scientist

Date: December 12, 2023

Subject: West Fork Crossing First Addition - Wetland Mitigation Plan

CC: Corona Woychik, Michelle Pezley, Kevin Fittro, David Wicke

OVERVIEW

Construction of the West Fork Crossing First Addition project will result in 0.18 acres of impacts to Non-Regulated Wetlands (wetlands not regulated by the Army Corps of Engineers). This includes 0.08 acres of impact to a wetland in Outlot C and 0.10 acres of impacts to a wetland in Outlot D. Both wetlands are farmed, Type 1 – Seasonally Flooded Basin wetlands.

As part of coordination for the West Fork Crossing Preliminary Plat, it was agreed upon by the Panther Builders (Developer), Money Pit LLC (Owner), and the City of Cedar Falls (City), to mitigate wetlands through the purchase of wetland credits at a banking site. The Developer/Owner, with the assistance of ISG, coordinated the purchase of wetland credits. Upon further coordination with the Army Corps of Engineers (Corps), the Corps stated via email on November 8th, 2023 that wetland credits may not be used to mitigate impacts to non-regulatory wetlands. As such, the payment for credits has been returned.

The City of Cedar Falls requires mitigation of wetlands and makes no differentiation between regulatory vs non-regulatory wetlands as per Section 20.6 subsection D of the City Code of Ordinances. The Developer, City, and ISG met over a virtual meeting on December 7th, 2023 to discuss and verbally agree upon a proposed wetland mitigation plan.

WETLAND MITIGATION PLAN

The 0.18 acres of non-regulated wetland impacts will be mitigated as part of Phase 2 of the West Fork Crossing subdivision, also known as West Fork Crossing Second Addition. This will be done by construction of a created wetland that meets the three required technical criteria of a wetland as detailed in the 1987 US Army Corps of Engineers Wetland Delineation Manual and the 2010 Midwest Regional Supplement: occurrence of hydric soil, predominance of hydrophytic vegetation, and the presence of one primary and/or two secondary indicators of wetland hydrology.

Location

The wetlands will be created within the Phase 3 project boundary in an outlot designated for future stormwater management. The proposed wetland area displaces a planned stormwater management area. The planned stormwater management area will be relocated to a point hydraulically upland/upstream, and the stormwater report will be updated during preliminary plat development for Phase 2. Approximate locations and geometry of the proposed wetland and future stormwater pond is shown in the Wetland Mitigation Plan exhibit attached.

Memorandum

West Fork Crossing First Addition – Wetland Mitigation Plan

Item 21.

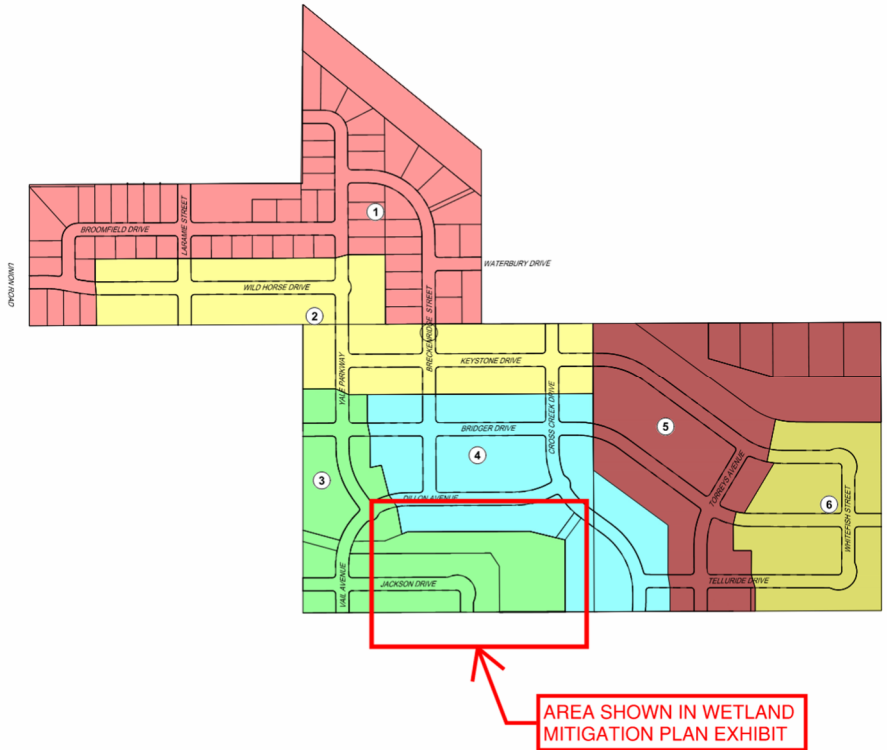
ISG

Timing

Although the proposed wetland area is physically located within the Phase 3 area of West Fork Crossing Subdivision's current phasing plan, wetland mitigation is proposed to be completed during Phase 2 of the West Fork Crossing subdivision. Construction for Phase 2 is expected in 2025; however, construction may occur as early as 2024 or as late as 2026 depending on how quickly Phase 1 lots sell.

Hydric Soil

The proposed wetland area is in a location where soils are partially hydric (33%-67% hydric). Hydric soils will be salvaged from areas within the Phase 2 boundary to fully restore the proposed wetland area with hydric soils. Additionally, the area will be graded as needed to form the conditions necessary to protect or further create hydric soils.



A hydric soil is a soil formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part. Examples of hydric soil indicators include: the accumulation of organic matter, low-chroma soil matrices, gleying, redox concentrations, redox depletions, and hydrogen sulfide odor.

Hydrophytic Vegetation

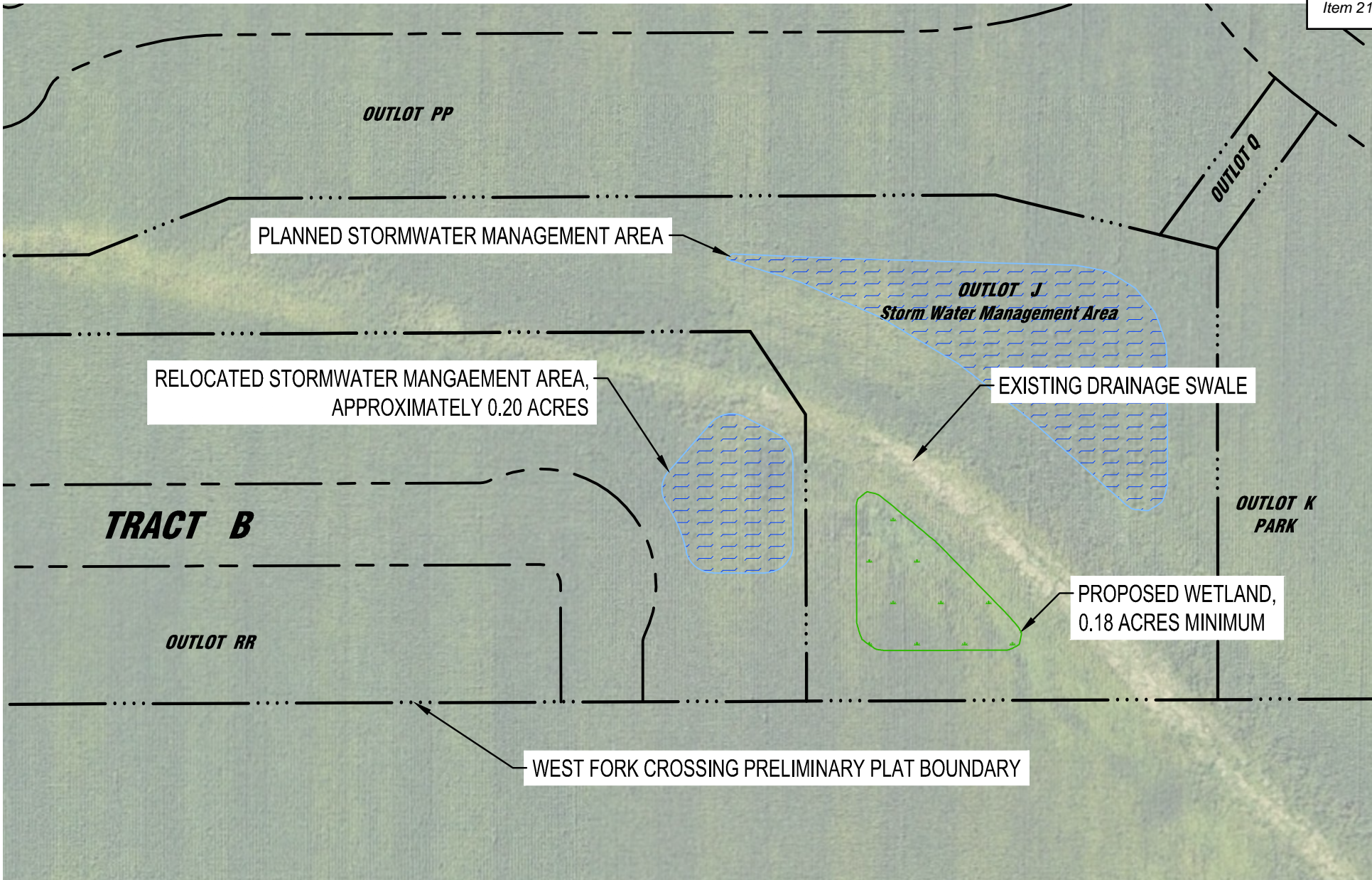
Hydrophytic plant species will be incorporated into the seeding following construction to ensure that the created wetland meets the wetland vegetation criterion.

The wetland vegetation criterion is satisfied when the prevalent vegetation consists of plant species adapted to inundation or substrates periodically deficient in oxygen as a result of prolonged saturation. Specifically, this includes plant communities that under normal circumstances have more than 50% of the composition of the dominant species from all strata ranked with an indicator status as obligate wetland (OBL), facultative wetland (FACW), and/or facultative (FAC) species. The indicator status for individual plants is defined by the updated 2020 Iowa National Wetland Plant List.

Wetland Hydrology

The area will be graded as needed to ensure the proposed wetland meets wetland hydrology.

According to the 1987 manual, wetland hydrology is present when the area is inundated either permanently or periodically at mean water depths less than or equal to 6.6 feet, or the soil is saturated to the surface at some time during the growing season. The Midwest Regional Supplement requires fourteen (14) or more consecutive days of flooding or ponding, or a water table of twelve (12) inches (30 cm) or less below the soil surface, during the growing season at a minimum frequency of five (5) years in ten (10) (50% or higher probability) to satisfy wetland hydrology.



WETLAND MITIGATION PLAN



Architecture + Engineering + Environmental + Planning
 ISGInc.com

WEST FORK CROSSING
 CEDAR FALLS, IOWA - 12/13/22
 ISG PROJECT NO. 19-



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor Daniel Laudick and City Council
FROM: Michelle Pezley, AICP, Planner III
 Matthew Tolan, EI, Civil Engineer II
DATE: January 16, 2024
SUBJECT: FP23-004: West Fork Crossing First Addition Final Plat

REQUEST: Request to approve West Fork Crossing First Addition Final Plat.
 Case #FP23-004

PETITIONER: Money Pit, LLC., Owner,
 Corona Woychik, ISG, Engineer

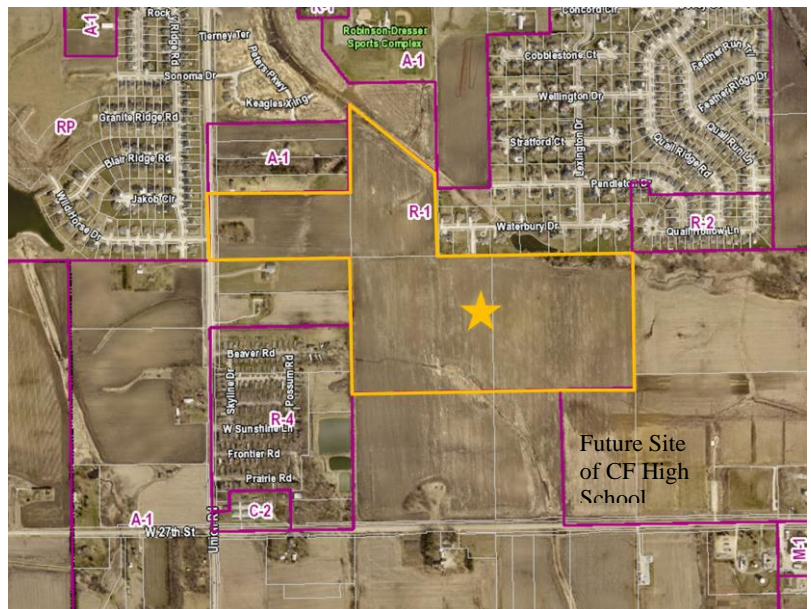
LOCATION: 120-acre parcel between Union Road and Waterbury Drive

PROPOSAL

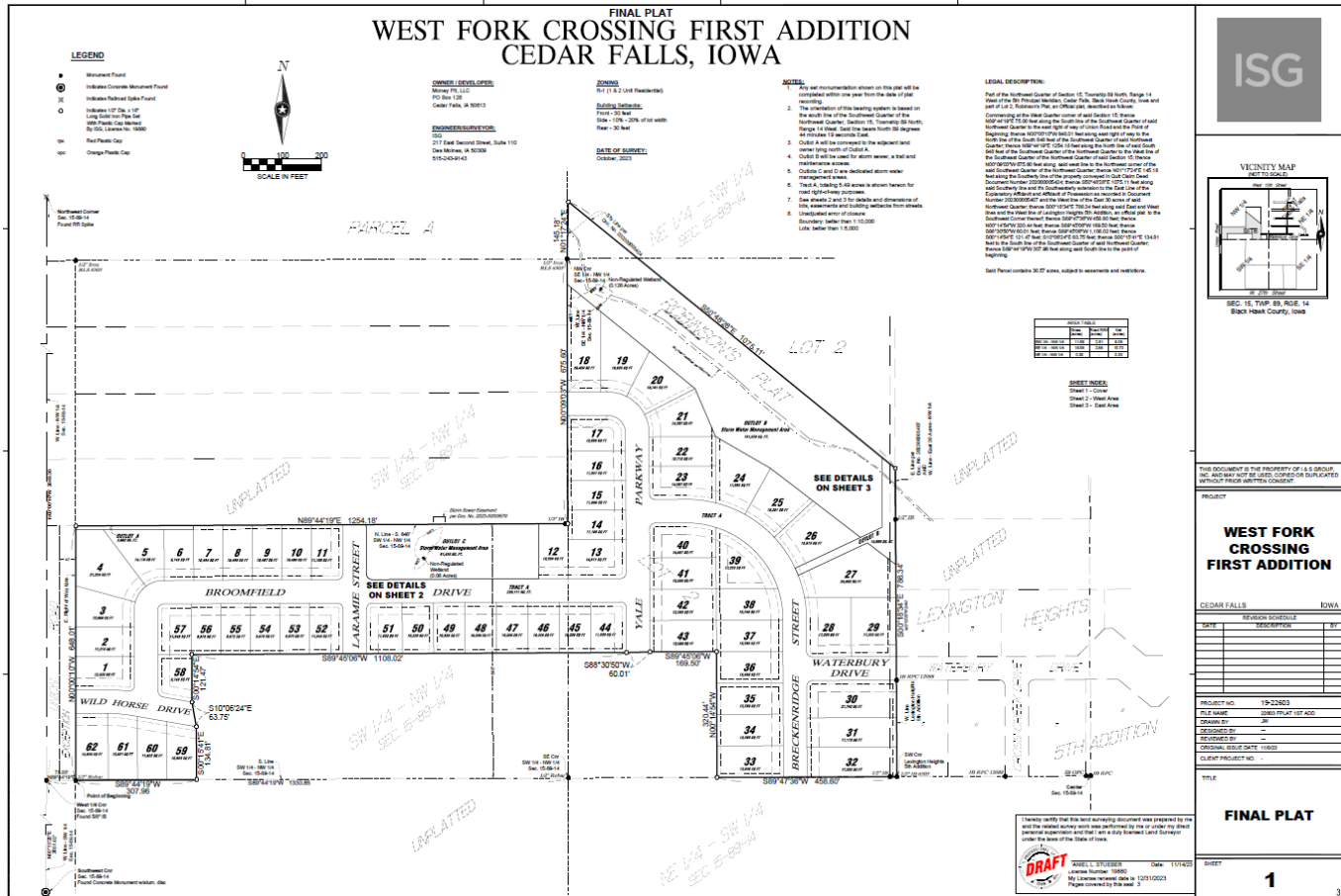
Money Pit LLC is requesting approval of a final plat for West Fork Crossing First Addition, the first phase of development of the 120-acre West Fork Crossings preliminary plat. The proposed final plat encompasses 30 acres and consists of 62 single family lots and four outlots. The property is located north of W. 27th Street and east of Union Road near the site of the new Cedar Falls High School.

BACKGROUND

The City Council approved the preliminary plat for the 120 acres on November 15, 2021, and an amendment to that plat on June 6, 2022. Please note that the applicant is requesting a second amendment to the preliminary plat related to the wetland mitigation plat, which is discussed in a separate staff report under case number PP23-007.



ANALYSIS



The applicant, Money Pit LLC proposes to final plat approximately 30 acres into 62 lots and four outlots.

Outlots C and D are stormwater management areas that have been designed and constructed to meet City Standards. Outlot A is to be conveyed to and combined with the property at 1712 Union Road located north of this subdivision. A 10-foot-wide trail has been constructed within Outlot B. The intent is for this trail to be extended in the future to provide a connection to Robinson-Dresser Sports Complex. Staff notes that a stormwater and public trail easement should be recorded on this Outlot. The applicant will submit a corrected plat. The Deed of Dedication indicates that Outlots B, C, and D, will be maintained by the Homeowner's Association.

The Deed of Dedication consists of restrictions that are proposed that the City not enforced. The Homeowner's Association will enforce those restrictions that are above and beyond the what the City Code requires, such as the minimum size limits of houses or the restriction of poultry.

Outlot C had a wetland in which the applicant had proposed to buy wetland credits to mitigate the wetland as required under Sec. 20-6(d). The applicant found that they could not buy mitigation credits for non-federally regulated wetland. The applicant proposes to modify the preliminary plat to remove the reference to buy credits. They also propose to mitigate the wetlands in West Fork Crossing Second Amendment. Please refer to PP23-007 staff report for the review of the amendment to the preliminary plat.

The City Code states that the final plat must be in substantial conformance with the preliminary plat. Staff finds that subject to approval of the amendment to the preliminary plat for the alternative wetland mitigation proposal, the final plat is in substantial conformance with the preliminary plat and meets code requirements.

TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the final plat for the West Fork Crossing First Addition. Water, electric, gas, and communications utility services are available in accordance with the service policies of CFU.

All the public improvements to serve the First Addition have been completed and addressed by the Engineering Division.

A courtesy mailing was mailed on December 20, 2023, to property owners within 200 feet of the property.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Planning and Zoning Commission recommends approval of FP23-004, a final plat of West Fork Crossing First Addition, subject to:

- approval of the amendment to the preliminary plat of West Fork Crossing to address wetland mitigation; and
- minor corrections to the documents noted in this staff report.

PLANNING AND ZONING

Discussion The next item for consideration by the Commission was the final plat for West Fork Crossing First Addition. Acting Chair Hartley introduced the item and Ms. Pezley provided background information. She explained that the development consists of 62 lots and four outlots. Outlot A is to be conveyed and combined with property at 1712 Union Road, Outlot B will be stormwater management and a public trail easement, and Outlots C and D will be stormwater management. Minor corrections to the plat and Deed of Dedication will be needed prior to City Council approval.

Staff recommends approval with approval of the amendment to the preliminary plat of West Fork Crossing to address wetland mitigation and minor corrections to the documents as noted in the staff report.

Mr. Fittro explained that the minor corrections are still in the works due to holidays and minimal staff.

Ms. Alberhasky made a motion to approve the item. Ms. Grybovych seconded the motion. The motion was approved unanimously with 5 ayes (Alberhasky, Grybovych, Hartley, Moser and Stalnaker), and 0 nays.

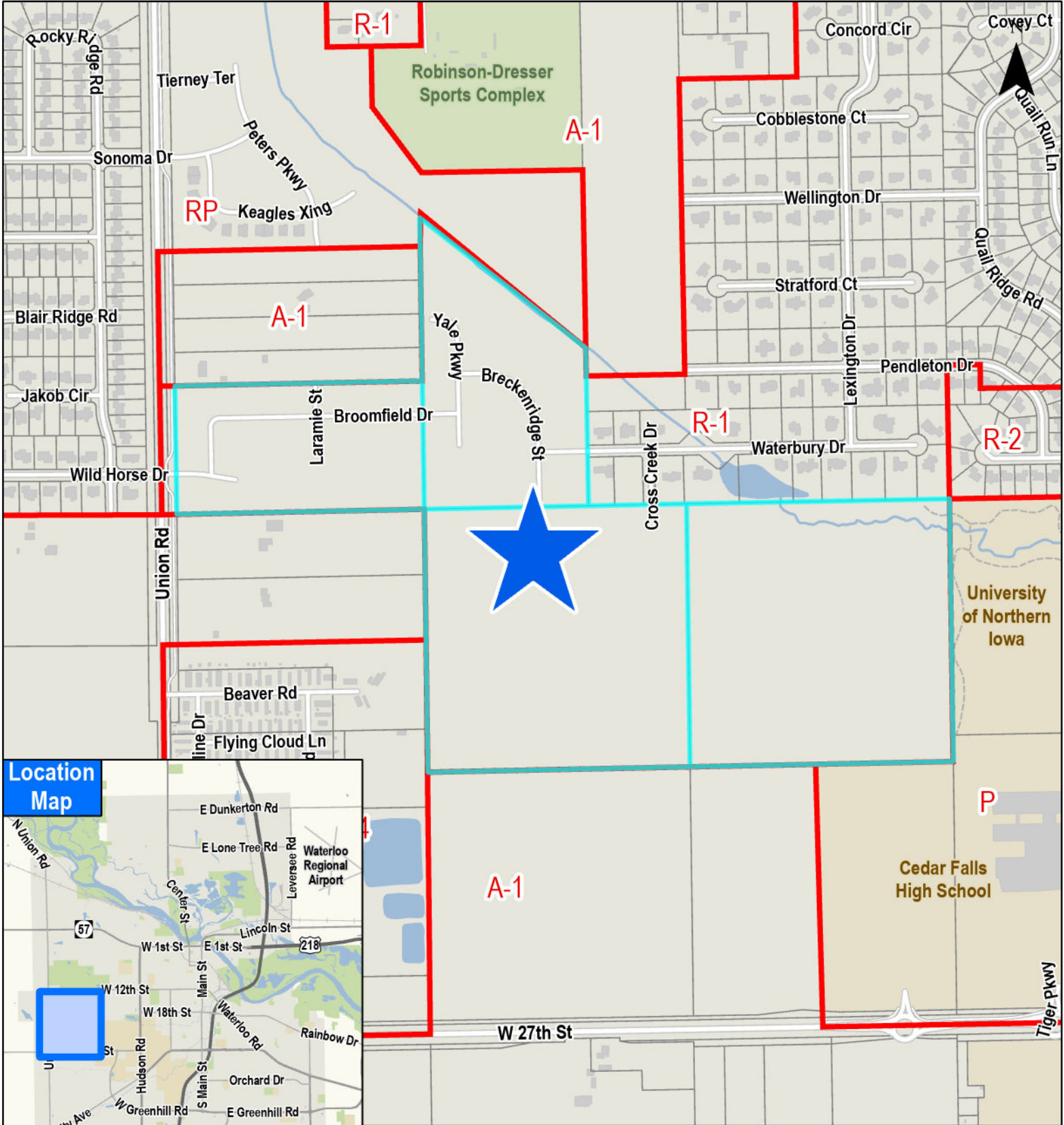
Attachments:

Location Map
West Fork Crossing Phase 1 Final Plat
Deed of Dedication

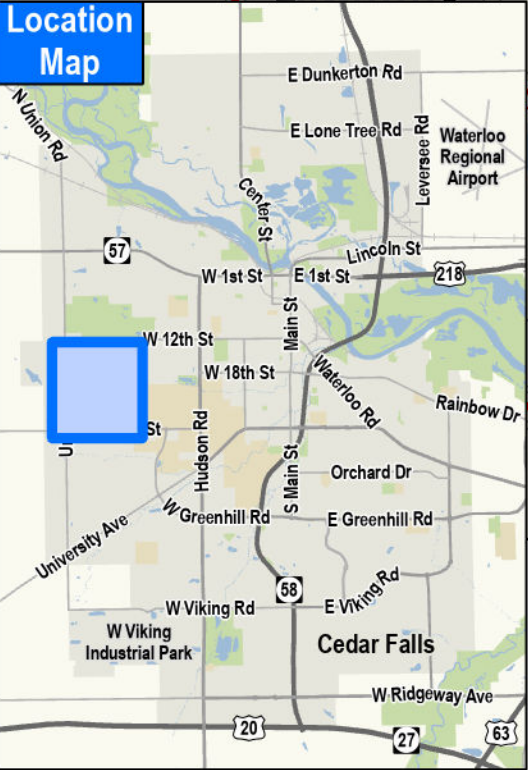
Cedar Falls Planning and Zoning Commission

December 27, 2023

Item 22.



Location Map

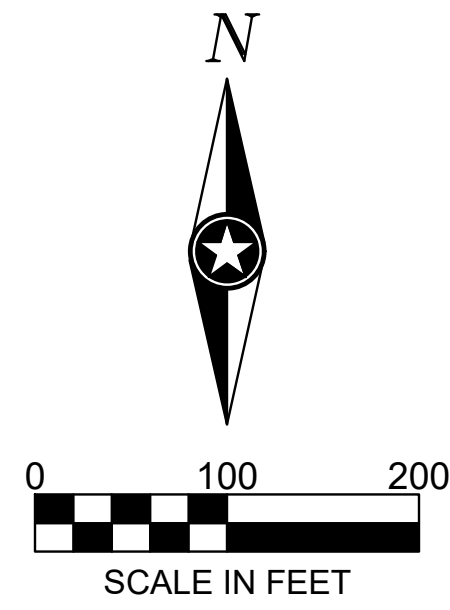


West Fork Crossing Phase 1 Final Plat (FP23-004)

FINAL PLAT WEST FORK CROSSING FIRST ADDITION CEDAR FALLS, IOWA

LEGEND

- Monument Found
- ⊙ Indicates Concrete Monument Found
- ⊙ Indicates Railroad Spike Found
- Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 19880
- rpc Red Plastic Cap
- opc Orange Plastic Cap



OWNER / DEVELOPER:
Money Pit, LLC
PO Box 128
Cedar Falls, IA 50613

ENGINEER/SURVEYOR:
ISG
217 East Second Street, Suite 110
Des Moines, IA 50309
515-243-9143

ZONING
R-1 (1 & 2 Unit Residential)

Building Setbacks:
Front - 30 feet
Side - 10% - 20% of lot width
Rear - 30 feet

DATE OF SURVEY:
October, 2023

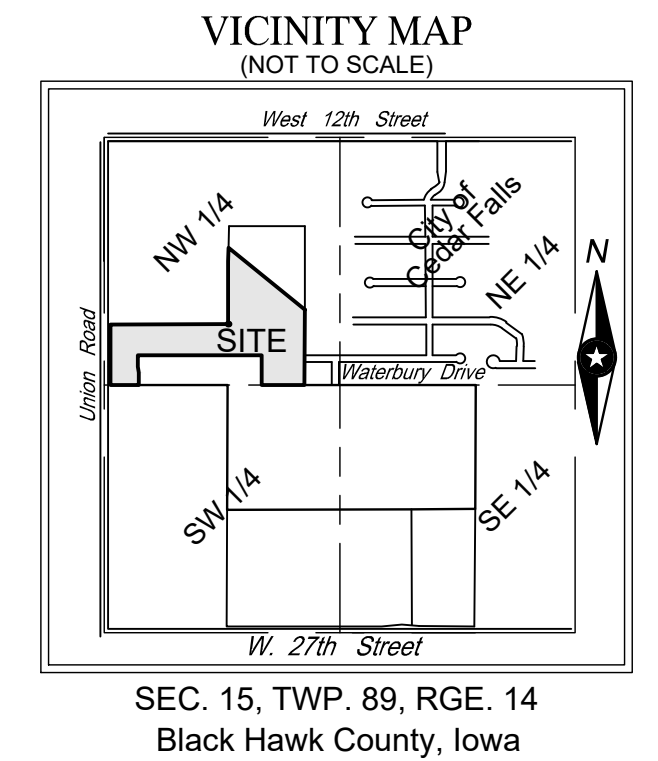
NOTES:

1. Any set monumentation shown on this plat will be completed within one year from the date of plat recording.
2. The orientation of this bearing system is based on the south line of the Southwest Quarter of the Northwest Quarter, Section 15, Township 89 North, Range 14 West. Said line bears North 89 degrees 44 minutes 19 seconds East.
3. Outlot A will be conveyed to the adjacent land owner lying north of Outlot A.
4. Outlot B will be used for storm sewer, a trail and maintenance access.
5. Outlots C and D are dedicated storm water management areas.
6. Tract A, totaling 5.49 acres is shown hereon for road right-of-way purposes.
7. See sheets 2 and 3 for details and dimensions of lots, easements and building setbacks from streets.
8. Unadjusted error of closure:
Boundary: better than 1:10,000
Lots: better than 1:5,000

LEGAL DESCRIPTION:

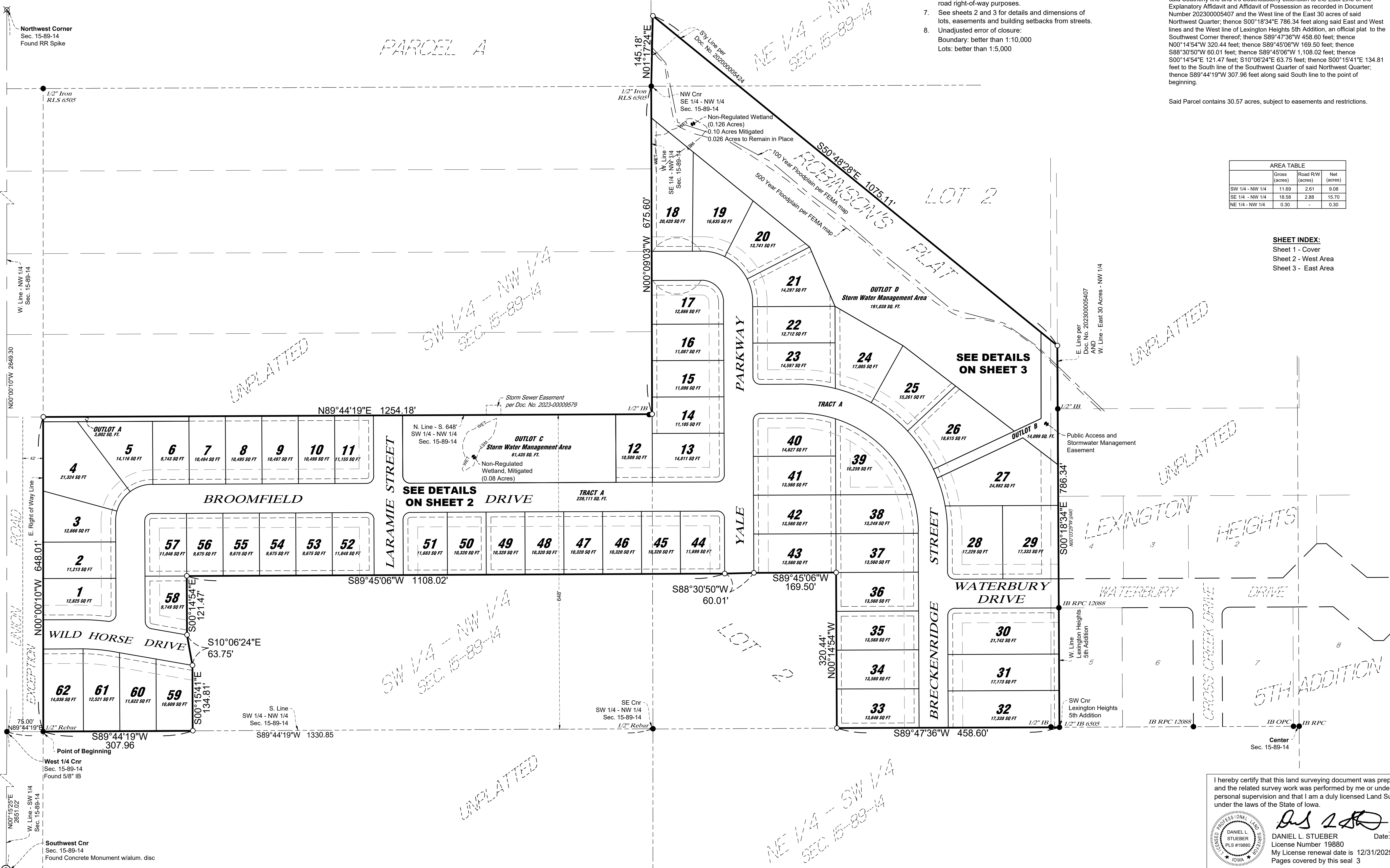
Part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of the 5th Principal Meridian, Cedar Falls, Black Hawk County, Iowa and part of Lot 2, Robinson's Plat, an Official Plat, described as follows:
Commencing at the West Quarter corner of said Section 15; thence N89°44'19"E 75.00 feet along the South line of the Southwest Quarter of said Northwest Quarter to the east right of way of Union Road and the Point of Beginning; thence N00°00'10"W 648.01 feet along east right of way to the North line of the South 648 feet of the Southwest Quarter of said Northwest Quarter; thence N89°44'19"E 1254.18 feet along the North line of said South 648 feet of the Southwest Quarter of the Northwest Quarter to the West line of the Southeast Quarter of the Northwest Quarter of said Section 15; thence N00°09'03"W 675.60 feet along said west line to the Northwest corner of the said Southeast Quarter of the Northwest Quarter; thence N01°17'24"E 145.18 feet along the Southerly line of the property conveyed in Quit Claim Deed Document Number 20200005424; thence S50°48'28"E 1075.11 feet along said Southerly line and it's Southeasterly extension to the East Line of the Explanatory Affidavit and Affidavit of Possession as recorded in Document Number 20230005407 and the West line of the East 30 acres of said Northwest Quarter; thence S00°18'34"E 786.34 feet along said East and West lines and the West line of Lexington Heights 5th Addition, an official plat to the Southwest Corner thereof; thence S89°47'36"W 458.60 feet; thence N00°14'54"W 320.44 feet; thence S89°45'06"W 169.50 feet; thence S88°30'50"W 60.01 feet; thence S89°45'06"W 1,108.02 feet; thence S00°14'54"E 121.47 feet; S10°06'24"E 63.75 feet; thence S00°15'41"E 134.81 feet to the South line of the Southwest Quarter of said Northwest Quarter; thence S89°44'19"W 307.96 feet along said South line to the point of beginning.

Said Parcel contains 30.57 acres, subject to easements and restrictions.



AREA TABLE		
	Gross (acres)	Net (acres)
SW 1/4 - NW 1/4	11.69	2.61
SE 1/4 - NW 1/4	18.58	2.88
NE 1/4 - NW 1/4	0.30	-

SHEET INDEX:
Sheet 1 - Cover
Sheet 2 - West Area
Sheet 3 - East Area



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PROJECT

WEST FORK CROSSING FIRST ADDITION

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22603
FILE NAME	22603 FPLAT 1ST ADD
DRAWN BY	JW
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	11/8/23
CLIENT PROJECT NO.	-

TITLE

FINAL PLAT

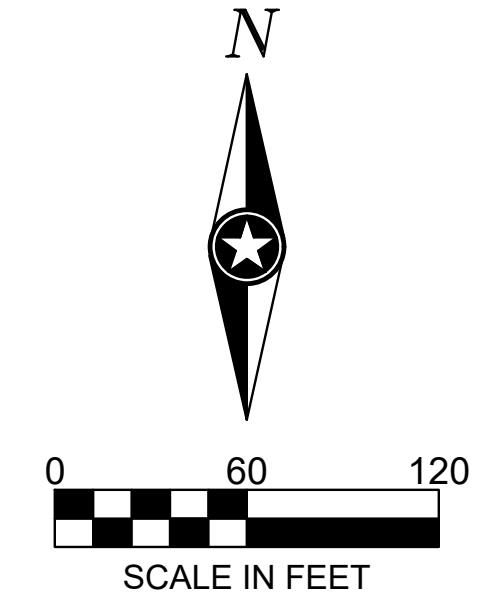
SHEET

I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Daniel L. Stueber
DANIEL L. STUEBER
License Number 19880
My License renewal date is 12/31/2025
Pages covered by this seal 3

Date: 1/3/24

FINAL PLAT WEST FORK CROSSING FIRST ADDITION CEDAR FALLS, IOWA



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PROJECT

WEST FORK CROSSING FIRST ADDITION

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

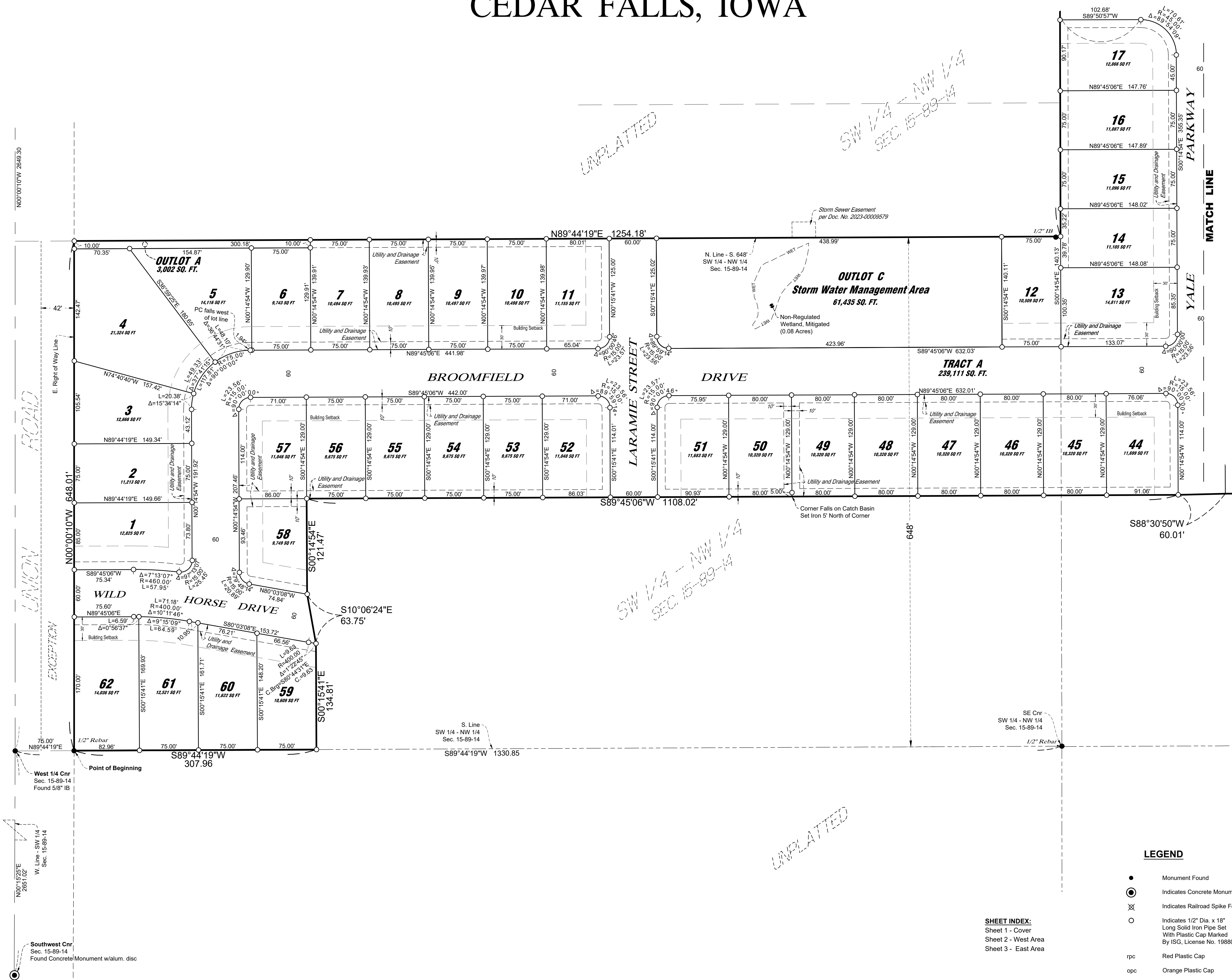
PROJECT NO.	19-22603
FILE NAME	22603 FPLAT 1ST ADD
DRAWN BY	JW
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	1/3/24
CLIENT PROJECT NO.	-

TITLE

FINAL PLAT

SHEET

2



- LEGEND**
- Monument Found
 - ⊙ Indicates Concrete Monument Found
 - ⊗ Indicates Railroad Spike Found
 - Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 19880
 - rpc Red Plastic Cap
 - opc Orange Plastic Cap

SHEET INDEX:
 Sheet 1 - Cover
 Sheet 2 - West Area
 Sheet 3 - East Area

N00°00'10"W 2648.30

W. Line - SW 1/4 Sec. 15-89-14
N01°42'52"E 2861.02

Southwest Cnr Sec. 15-89-14 Found Concrete Monument w/alum. disc

UNPLATTED

SW 1/4 - NW 1/4 SEC. 15-89-14

SW 1/4 - NW 1/4 SEC. 15-89-14

UNPLATTED

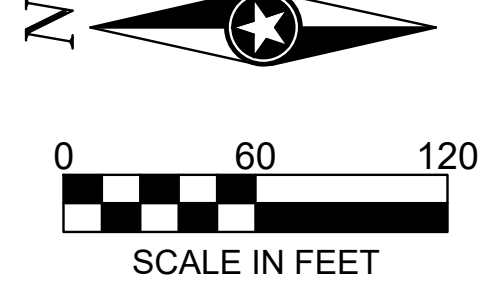
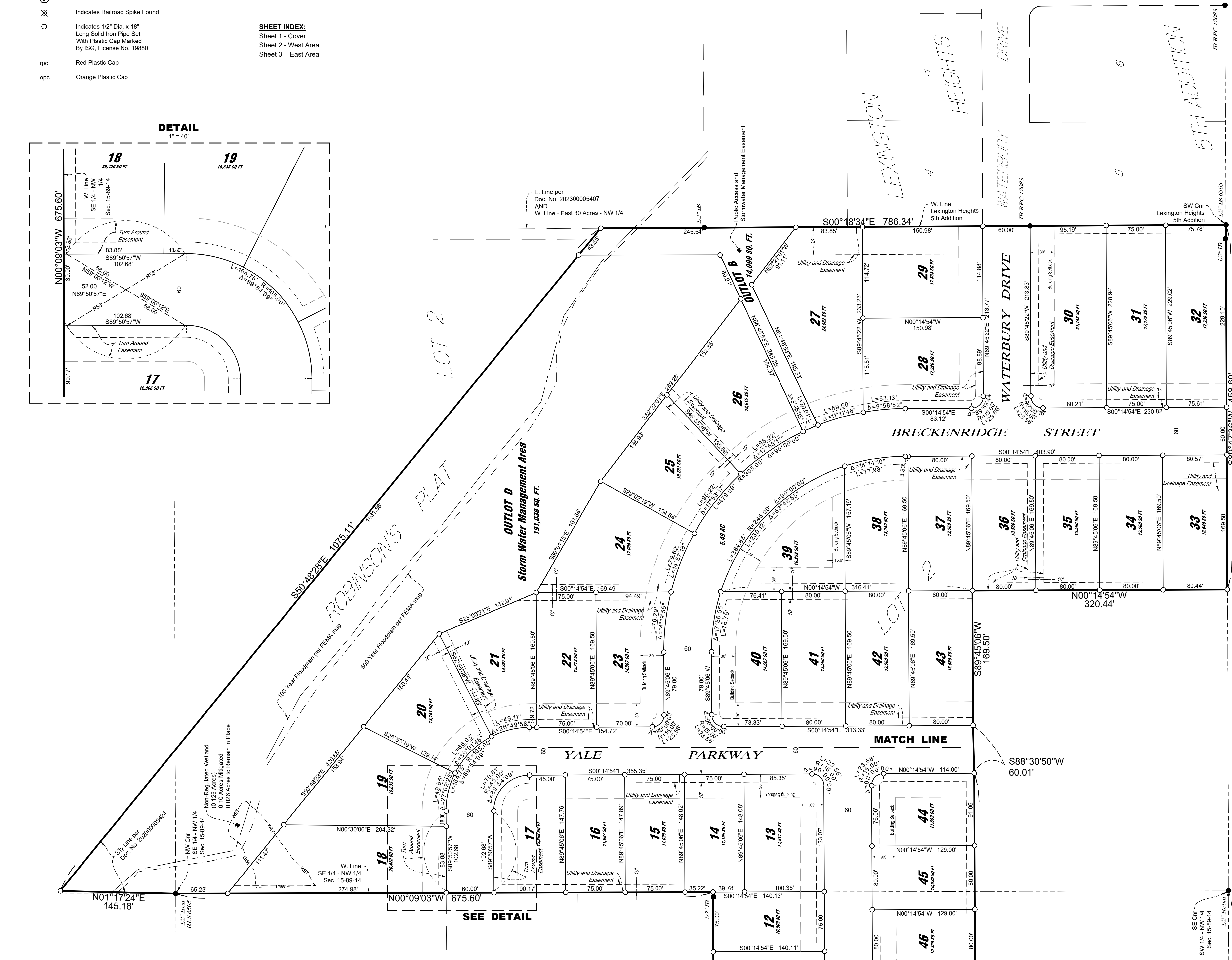
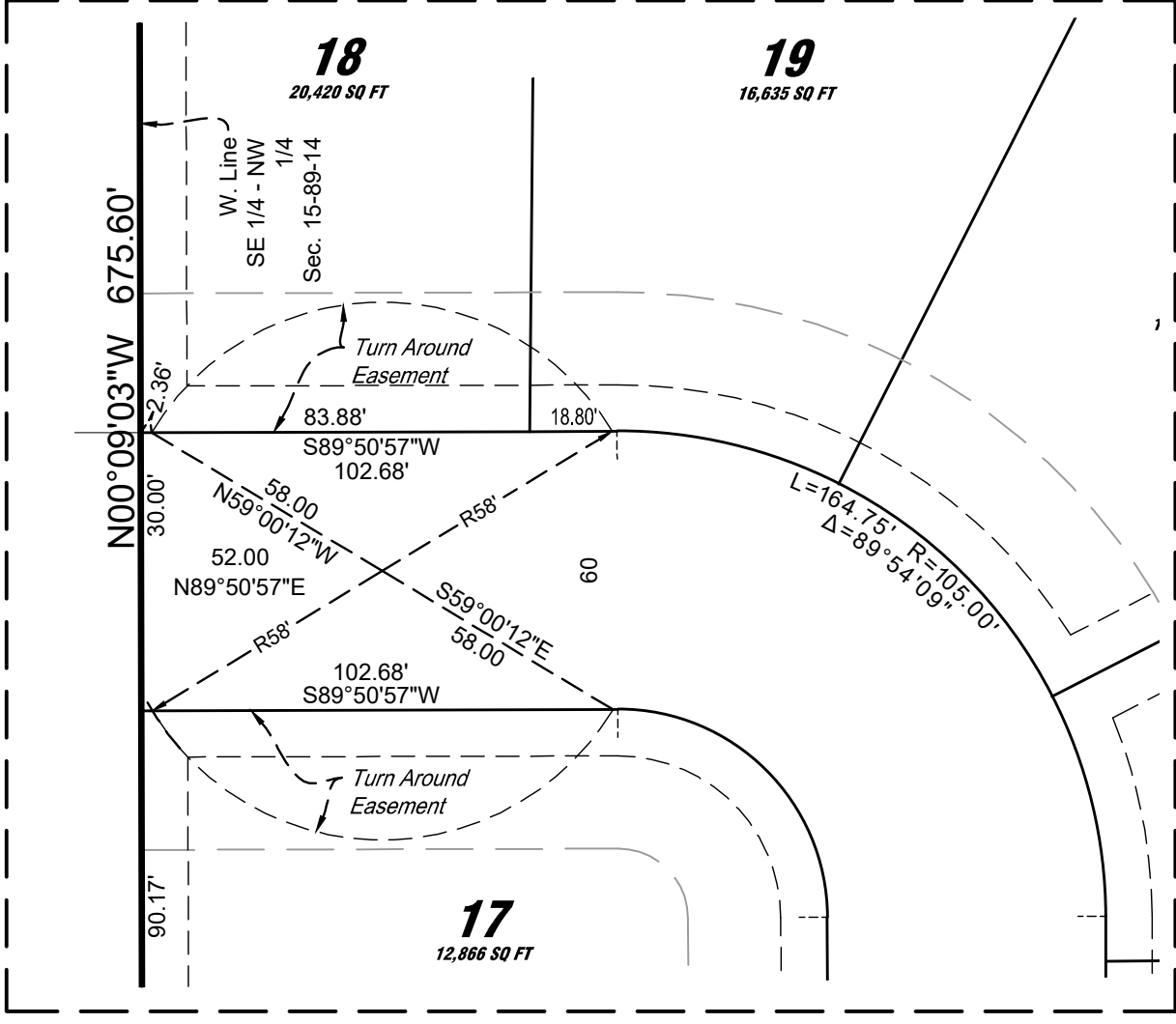
FINAL PLAT WEST FORK CROSSING FIRST ADDITION CEDAR FALLS, IOWA

LEGEND

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SHEET INDEX:
Sheet 1 - Cover
Sheet 2 - West Area
Sheet 3 - East Area

**DETAIL
1" = 40'**



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PROJECT

WEST FORK CROSSING FIRST ADDITION

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	19-22603
FILE NAME	22603 FPLAT 1ST ADD
DRAWN BY	JW
DESIGNED BY	...
REVIEWED BY	...
ORIGINAL ISSUE DATE	1/3/24
CLIENT PROJECT NO.	-

TITLE
FINAL PLAT

SHEET
3

NE 1/4 SEC 15-89-14 SW 1/4 SEC 15-89-14

DEED OF DEDICATION
O F
WEST FORK CROSSING FIRST ADDITION
CEDAR FALLS, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Money Pit, LLC (“Developer”), an Iowa limited liability company, with its principal office in Cedar Falls, Iowa, being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by Daniel L. Stueber, a Professional Engineer and Licensed Land Surveyor, dated the ____ day of _____, 2023, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa the same to be known as:

WEST FORK CROSSING FIRST ADDITION
CEDAR FALLS, IOWA

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the street(s) as shown upon the attached plat. Tract A is herein conveyed to the City of Cedar Falls, Iowa for road purposes.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, gas, electricity, communication service or cable television, perpetual easements for the erection, laying building and maintenance of said services over, across, on and/or under the property as shown on the attached plat. Such easements shall be deemed to run with the land and shall be binding upon the undersigned and the undersigned’s successors and/or assigns. No building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built on or over said easements.

Any and all drainage easements shall be required to follow the "Stormwater Management Plan" and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in and over said drainage easements. All lot owners within the subdivision and/or contractors working on said lots will be responsible to maintain said easements to be free and clear of any physical obstruction(s) so as to allow the conveyance of overland storm water runoff as intended per "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office.

The undersigned do hereby grant and convey to the City of Cedar Falls, its successors and assigns, a public access and stormwater management easement over, across, on, and under Outlot B for purposes of stormwater management and a public trail.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their

successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any dwelling that shall be erected on any lot shall have a minimum setback from the front of the lot line as indicated on the Plat. All minimum setbacks will be required to meet or exceed R-1 Zoning requirements.

2. No single family dwelling shall be constructed, permitted or occupied on any lot herein having a square footage floor space, designed, intended, and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

- A. 1,200 square feet for the main base of a single story, split-level or split-foyer houses.
- B. 600 square feet on the first floor for story and one-half houses, or two story houses. With a total for all floors not less than 1,300 square feet excluding the basement level.
- C. Only single family structures will be allowed in this subdivision

3. Each single family residence shall have a minimum of a two stall attached garage with a minimum of 400 square feet with a maximum of a three stall garage with a maximum of 1,600 square feet.

4. The owner(s) of each lot, vacant or improved, shall keep his/hers lot or lots free of weeds and debris.

5. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. All approaches and driveways in said subdivision shall be paved with concrete.

7. No old or used buildings shall be moved upon any of the lots in said subdivision for any purpose. Any auxiliary buildings or sheds must be built of the same or similar materials of the residential structure on the lot and have the same roof pitch and design as said residential structure.

8. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. No exterior radio antenna shall be erected or maintained in or on the property. No satellite TV antenna or "Dish" may be maintained, constructed or erected on any lot unless it is constructed in the rear yard and at least twenty feet from any property line and is shielded from the public view by shrubbery and landscaping. No dish larger than 24" will be allowed.

9. No dwelling on any lot of said subdivision shall be occupied until the exterior is completed and finished and the interior substantially completed and finished.

10. No bus, boat, semi-tractor, RV, fifth-wheel camper, trailer or truck of any kind except what is commonly described as a "pick-up truck" shall be kept or parked on any lot or street in said subdivision for a period not to exceed forty-eight hours. This shall not apply to such vehicles driven in said subdivision in pursuit of and in conducting their usual business.

11. All buildings erected on any lot in said subdivision shall be constructed in accordance with all applicable statutes, ordinances, codes, rules, regulations, and standards of the City of Cedar Falls, Iowa.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes, such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Cedar Falls, Black Hawk County, Iowa. Dog runs, shelters, or dog kennels of any kind are prohibited.

13. Any and all fencing constructed on said lots shall have a minimum set back of one foot from any property line. Construction of any privacy fencing must have the support posts on the interior side of the fencing.

14. The Outlots shall be used as follows:

A. Outlot A will be conveyed to the owner adjacent to the north.

B. Outlot B will be used for storm sewer, a trail, and maintenance access and will be conveyed to the West Fork Crossing Homeowners Association. Said Outlot is non-buildable and designed to meet SUDAS and the City of Cedar Falls Standards and Specifications. Said Outlot will be vegetated with native plantings.

C. Outlots C & D are dedicated storm water management areas and will be conveyed to the West Fork Crossing Homeowners Association. Said Outlots are non-buildable and designed to meet SUDAS and the City of Cedar Falls Standards and Specifications. Said Outlots will be vegetated with native plantings.

15. A four foot wide P.C.C. sidewalk four inches thick will be installed by the owner of said lot during or immediately after the construction of the residence on any particular lot, or within five years after the date the plat is filed in the office of the recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full width of the lot and on corner lots also. In the event that the owner does not construct said sidewalk in said timeframe, the City may construct the sidewalk and impose a lien against the lot. Developer will construct sidewalks on Outlots where they have frontage along a street. Sidewalks will be 4-foot wide unless shown otherwise as 6-foot or as a 10-foot wide trail on the attached plat. 6-foot wide trails are on the south side of Wild Horse Drive and the east side of Breckenridge south of the 10-foot wide trail. 10-foot wide trails are along Union Road and along the boundary between Lots 26 and 27, and along the east side of Outlot B. The construction and maintenance of the 6' sidewalk/trails with road right of way adjacent to said lots would be the owner of said lots responsibility. The construction of the 6' walk/trails within Outlots, and all 10' trails, will be the responsibility of Developer. Maintenance of the 6' walk/trails within Outlots, and all 10' trails will be the responsibility of the Association established in Paragraph 21 below responsibility.

16. No building or structure shall be erected, placed or altered on any lot in this subdivision until the building plans, and plot plan, showing all buildings, patios, and pools, and showing the location thereof, and

side yard distances, rear yard distances, front yard distances, driveways, and walkways, and type of construction have been approved in writing as to conformity and harmony of the external design and quality workmanship and materials with existing structures in the subdivision by a representative of Developer.

17. Factory-built housing or modular homes will not be allowed. Panelized homes may be allowed, but must meet the requirements of Developer, as stated in the previous restriction.

18. The contractor or owner of any lot shall verify the depth of the sanitary sewer service line serving said lot to ensure minimum drainage will be met prior to any footing or foundation work being completed. All sump pump lines must be buried and attached to the subdrain along the back of the P.C.C. curbed street. No sump lines will be allowed to dump directly onto the ground surface.

19. Owner of each lot shall comply with all requirements of the US Post Office for mail receptacles. All mailboxes shall be clustered or grouped for the units as shown on the Plat, and shall be placed between the curb line and the property line abutting the lots according to the direction of the City Engineer. The area around said mailboxes shall be kept free and clear by the owner of the lots on which said mailboxes are located.

20. No lots shall have direct driveway access off Union Road or 27th Street.

21. Each person or entity who is record owner of a fee or undivided fee interest in any lot shall be a member of the Homeowners Association to be known as West Fork Crossing Homeowners Association. This shall not be construed to include persons or entities who hold an interest merely as security for the performance of an obligation. There shall be one vote per lot and each lot owner shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot; ownership of such lot shall be the sole qualification of membership.

The purpose of West Fork Crossing Homeowners Association shall be to own and maintain the detention basins on all Outlots, common area and green spaces of the development and surrounding access (whether located in said subdivision or serving said subdivision but located outside thereof) and such other activities set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include, but not limited to, common neighborhood monument-type mailboxes, fill, mowing, watering, include upkeep of any underground sprinkler system, snow removal of common areas, and maintenance of the storm water management areas, including water quality issues set forth by the City of Cedar Falls. Initially, the Developer, shall perform the actual construction duties to establish the common area, green spaces, entrance, storm water management areas, and surrounding access area.

The annual dues for the Association shall initially be set at \$100.00 per lot per year beginning in January 1, 2024. The Developer shall be exempt from any dues expense. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties as described above.

Developer reserves the right to add real estate platted as part of the Preliminary Plat of West Fork Crossing to be part of and governed by Association.

22. No short term rentals (less than 28 days) of dwellings in subdivision shall be allowed.

23. The undersigned and all persons and entities hereafter acquiring any right, title, or interest in any

of the Lots in said Development shall be taken and held to have agreed and covenanted with the owners of all other Lots in this Development and with the respective successors and assigns of all of the rest of such other Lots to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the construction of building thereon, for a period of 21 years from the date of filing of said plat, and this deed of dedication for record. Within the period of 21 years and in accordance with Iowa Code § 614.24 and § 614.25 or their successor provisions, these covenants, restrictions, and stipulations may be extended for an additional period of 21 years upon compliance with § 614.24 and § 614.25 of the Code of Iowa. In the event an extension of the covenants, restrictions, and stipulations is not filed within the period of 21 years or successive 21-year periods, then the covenants, restrictions, and stipulations contained herein shall terminate at the end of the existing period of 21 years.

IMPROVEMENTS

1. The Street(s) shown on the attached plat, and referred to as Tract A, will be brought to City grade and that the street will be thirty-one (31) feet, back of curb to back of curb, with approved hard surface pavement in accordance with the City of Cedar Falls, Standard Specifications unless otherwise specified as per approved construction plans. The street segments will be constructed in order as shown on the phasing plan.
2. The stormwater facilities in Outlots B, C & D will be constructed and stabilized, including grading and seeding with adequate ground cover to the satisfaction of the City Engineer.
3. Sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat will be provided.
4. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.
5. That city water will be provided to all lots as required by the Cedar Falls Municipal utilities.
6. That municipal fire hydrant(s) will be provided as required by the Cedar Falls Public Safety Department.
7. That Storm sewer will be provided as specified by the City Engineer.
8. A four foot wide P.C.C. sidewalk four inches thick will be installed by the owner of said lot during or immediately after the construction of the residence on any particular lot, or within five years after the date the plat is filed in the office of the recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full width of the lot and on corner lots also. In the event that the owner does not construct said sidewalk in said timeframe, the City may construct the sidewalk and impose a lien against the lot. Developer will construct sidewalks on Outlots where they have frontage along a street. Sidewalks will be 4-foot wide unless shown otherwise as 6-foot or as a 10-foot wide trail on the attached plat. 6-foot wide trails are on the south side of Wild Horse Drive and the east side of Breckenridge south of the 10-foot wide trail. 10-foot wide trails are along Union Road and along the boundary between Lots 26 and 27, and along the east side of Outlot B. The construction and maintenance of the 6' sidewalk/trails with road right of way adjacent to said lots would be the owner of said lots responsibility. The construction of the 6' walk/trails within Outlots, and all 10' trails, will be the responsibility of Developer. Maintenance of the 6' walk/trails within Outlots, and all 10' trails will be the responsibility of the Association established in Paragraph 21 above responsibility.

9. That handicap ramps will be provided as required by law.

10. Traffic calming circles constructed per the specifications of the City Engineer will be provided at the locations shown on the attached plat.

11. That the work and improvements called for herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the Developer, it grantees and assigns fail to complete said work and improvements within one (1) year from the date of the acceptance of said final plat by the City of Cedar Falls, Iowa, the City may then make improvements and assess the costs of the same to the respective lots. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.

12. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.

SIGNED and DATED this 29th day of December, 2023

Money Pit, LLC


By: Kevin Fittro
Its: Manager

STATE OF IOWA, BLACK HAWK COUNTY: ss

This record was acknowledged before me on this 29 day of December, 2023, by Kevin Fittro, as Manager of Money Pit, LLC.





**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 Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 16th, 2024

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
West Fork Crossings First Addition

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 City Council review.

The Engineering Division of the Public Works Department has reviewed the stormwater management plan and the Maintenance and Repair Agreement for West Fork Crossings First Addition 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, P.E., City Engineer

Prepared by: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178 (319-234-1766)

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Money Pit, LLC (hereinafter “Owner”) and the City of Cedar Falls, Iowa (hereinafter “City”), on the ____ day of January, 2024.

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 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. Notwithstanding the foregoing, should the City acquire any part of the Benefited Property by way of condemnation or otherwise, the City shall not be bound by the terms of this Agreement with respect to the acquired part of the Benefited Property, and shall not be considered a property owner or responsible party for purposes of the City's stormwater control, management, construction, maintenance and repair ordinances.

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.

Money Pit, LLC)

By (Signature):

Printed Name: Kevin Fittro

Title: Manager

STATE OF Iowa)

COUNTY OF Black Hawk) SS

This instrument was acknowledged before me on the 8th day of January, 2024 by Kevin

Fittro, as Manager of Money Pit, LLC.
(Printed Name)

(Title)

Notary Public in and for the State of Iowa



Exhibit A

Legal Description

- Lots 1-11 and 46-58 will drain to Outlot C via overland flow in front and rear yards, drainage swales located within drainage easements, and/or storm sewer located in streets or drainage easements.
- Lots 12-26 and 28-45 will drain to Outlot D via overland flow in front and rear yards, drainage swales located within drainage easements, and/or storm sewer located in streets or drainage easements.

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosion gullies has formed.	Regrade the soil if necessary to remove the gully, and then plant a ground com and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devises such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants com 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately .
	A tree has started to grow on the embankment.	Remove the tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage has occurred at the outlet.	Repair damage.

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 NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS


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 Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 16th, 2024

SUBJECT: West Fork Crossing First Addition
 Final Acceptance of Improvements
 Project No. SU-385-3258

Construction work has been completed on the public improvements in the West Fork Crossing First Addition. The project was designed by ISG, Inc. and has been completed in accordance with the project plans and the City of Cedar Falls Standard Specifications. The project was inspected by the City of Cedar Falls Engineering Division.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process; and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance. Attached are copies of the Maintenance Bond from the developer, Money Pit LLC, and the Final Plat for the West Fork Crossings First Addition.

The West Fork Crossings First Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for the West Fork Crossing First Addition.

Matthew Tolan, EI, Civil Engineer II

January 8th, 2024

Date

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

SURETY BOND NO. SYA3612

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, **Money Pit, LLC**, as Principal (hereinafter the "Principal") and **IMT Insurance Company**, as Surety are held and firmly bound unto the **City of Cedar Falls, Iowa**, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Maintenance Bond (hereinafter referred to as "Bond") in the amount of **Three Million Four Hundred Fifty-seven Thousand One Hundred Eight-one and 20/100** dollars (\$ **3,457,181.20**), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City Engineer this Bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the _____ day of _____, _____; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

West Fork Crossing - Sanitary Sewer, Storm Sewer, Water Lines, Paving and Associated Work

Now therefore, it is expressly understood and agreed by the Principal and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the City Engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the

City Engineer for a new three-year period from the date of repair for that portion of the public improvements involved in the structural failure and repair

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

- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
- B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
- C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this Bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
- D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

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

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

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in this Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in

the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

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

Witness our hands, in triplicate, this 27th day of December, 2013.

Countersigned By:

[Signature]
Signature of Agent

Jason Styve
Printed Name of Agent
Performance Insurance & Financial Services, LLC
Company Name

500 New York Avenue
Company Address

Des Moines, IA 50313
City, State, Zip Code

1-515-309-9500
Company Telephone Number

PRINCIPAL:

Money Pit, LLC
Principal

By: [Signature]
Signature
Manager
Title

SURETY:

IMT Insurance Company
Surety Company

By: [Signature]
Signature of Attorney-in-Fact

Jason Styve
Printed Name of Attorney-in-Fact

IMT Insurance Company
Company Name

PO Box 1336
Company Address

Des Moines, IA 50306-1336
City, State, Zip Code

1-515-327-2844
Company Telephone Number



NOTE:

1. All signatures on this Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

01262978-1\10283-000



POWER OF ATTORNEY

Bond No. SYA3612

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Jason Styve

of Des Moines and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Three Million Four Hundred Fifty-seven Thousand One Hundred Eighty-one and 20/100 Dollars (\$3,457,181.20)

and to bind **IMT Insurance Company** thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of **IMT Insurance Company**, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of **IMT Insurance Company** on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 18th day of December, 2023.

IMT Insurance Company

Sean Kennedy, President



STATE OF IOWA
COUNTY OF DALLAS

} ss:

On this 18th day of December, 2023, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Notary Public, Dallas County, Iowa

CERTIFICATE

I, Greg Blythe, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on _____ day of _____,

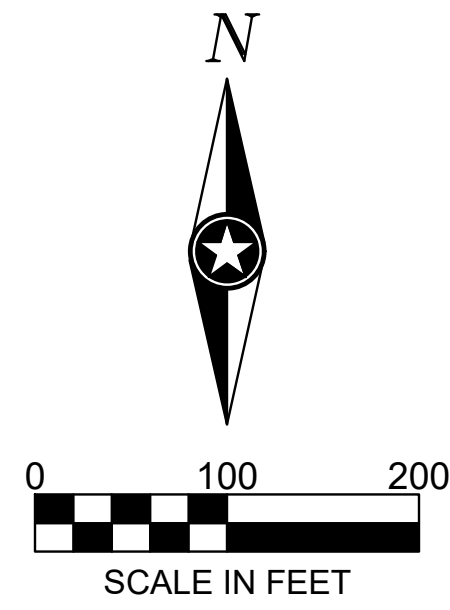
Greg Blythe, Secretary



WEST FORK CROSSING FIRST ADDITION CEDAR FALLS, IOWA

LEGEND

- Monument Found
- ⊙ Indicates Concrete Monument Found
- ⊙ Indicates Railroad Spike Found
- Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 19880
- rpc Red Plastic Cap
- opc Orange Plastic Cap



OWNER / DEVELOPER:
Money Pit, LLC
PO Box 128
Cedar Falls, IA 50613

ENGINEER/SURVEYOR:
ISG
217 East Second Street, Suite 110
Des Moines, IA 50309
515-243-9143

ZONING
R-1 (1 & 2 Unit Residential)

Building Setbacks:
Front - 30 feet
Side - 10% - 20% of lot width
Rear - 30 feet

DATE OF SURVEY:
October, 2023

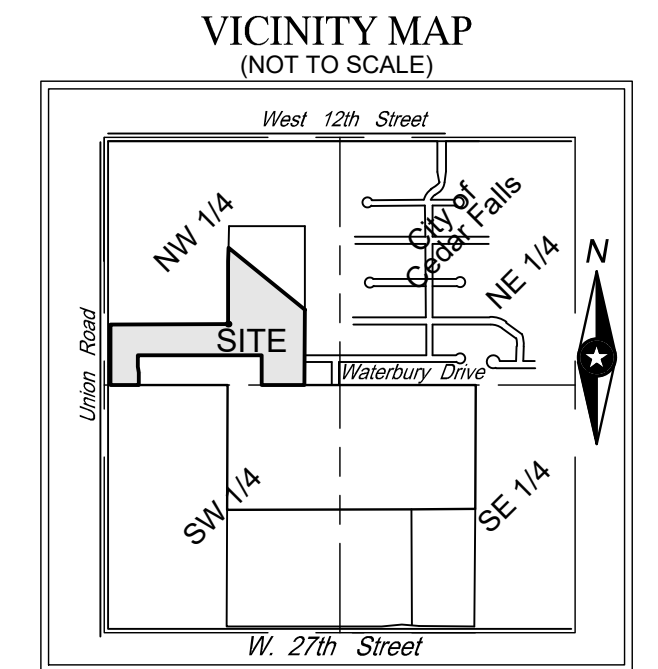
NOTES:

1. Any set monumentation shown on this plat will be completed within one year from the date of plat recording.
2. The orientation of this bearing system is based on the south line of the Southwest Quarter of the Northwest Quarter, Section 15, Township 89 North, Range 14 West. Said line bears North 89 degrees 44 minutes 19 seconds East.
3. Outlot A will be conveyed to the adjacent land owner lying north of Outlot A.
4. Outlot B will be used for storm sewer, a trail and maintenance access.
5. Outlots C and D are dedicated storm water management areas.
6. Tract A, totaling 5.49 acres is shown hereon for road right-of-way purposes.
7. See sheets 2 and 3 for details and dimensions of lots, easements and building setbacks from streets.
8. Unadjusted error of closure:
Boundary: better than 1:10,000
Lots: better than 1:5,000

LEGAL DESCRIPTION:

Part of the Northwest Quarter of Section 15, Township 89 North, Range 14 West of the 5th Principal Meridian, Cedar Falls, Black Hawk County, Iowa and part of Lot 2, Robinson's Plat, an Official plat, described as follows:
Commencing at the West Quarter corner of said Section 15; thence N89°44'19"E 75.00 feet along the South line of the Southwest Quarter of said Northwest Quarter to the east right of way of Union Road and the Point of Beginning; thence N00°00'10"W 648.01 feet along east right of way to the North line of the South 648 feet of the Southwest Quarter of said Northwest Quarter; thence N89°44'19"E 1254.18 feet along the North line of said South 648 feet of the Southwest Quarter of the Northwest Quarter to the West line of the Southeast Quarter of the Northwest Quarter of said Section 15; thence N00°09'03"W 675.60 feet along said west line to the Northwest corner of the said Southeast Quarter of the Northwest Quarter; thence N01°17'24"E 145.18 feet along the Southerly line of the property conveyed in Quit Claim Deed Document Number 20200005424; thence S50°48'28"E 1075.11 feet along said Southerly line and it's Southeasterly extension to the East Line of the Explanatory Affidavit and Affidavit of Possession as recorded in Document Number 20230005407 and the West line of the East 30 acres of said Northwest Quarter; thence S00°18'34"E 786.34 feet along said East and West lines and the West line of Lexington Heights 5th Addition, an official plat to the Southwest Corner thereof; thence S89°47'36"W 458.60 feet; thence N00°14'54"W 320.44 feet; thence S89°45'06"W 169.50 feet; thence S88°30'50"W 60.01 feet; thence S89°45'06"W 1,108.02 feet; thence S00°14'54"E 121.47 feet; S10°06'24"E 63.75 feet; thence S00°15'41"E 134.81 feet to the South line of the Southwest Quarter of said Northwest Quarter; thence S89°44'19"W 307.96 feet along said South line to the point of beginning.

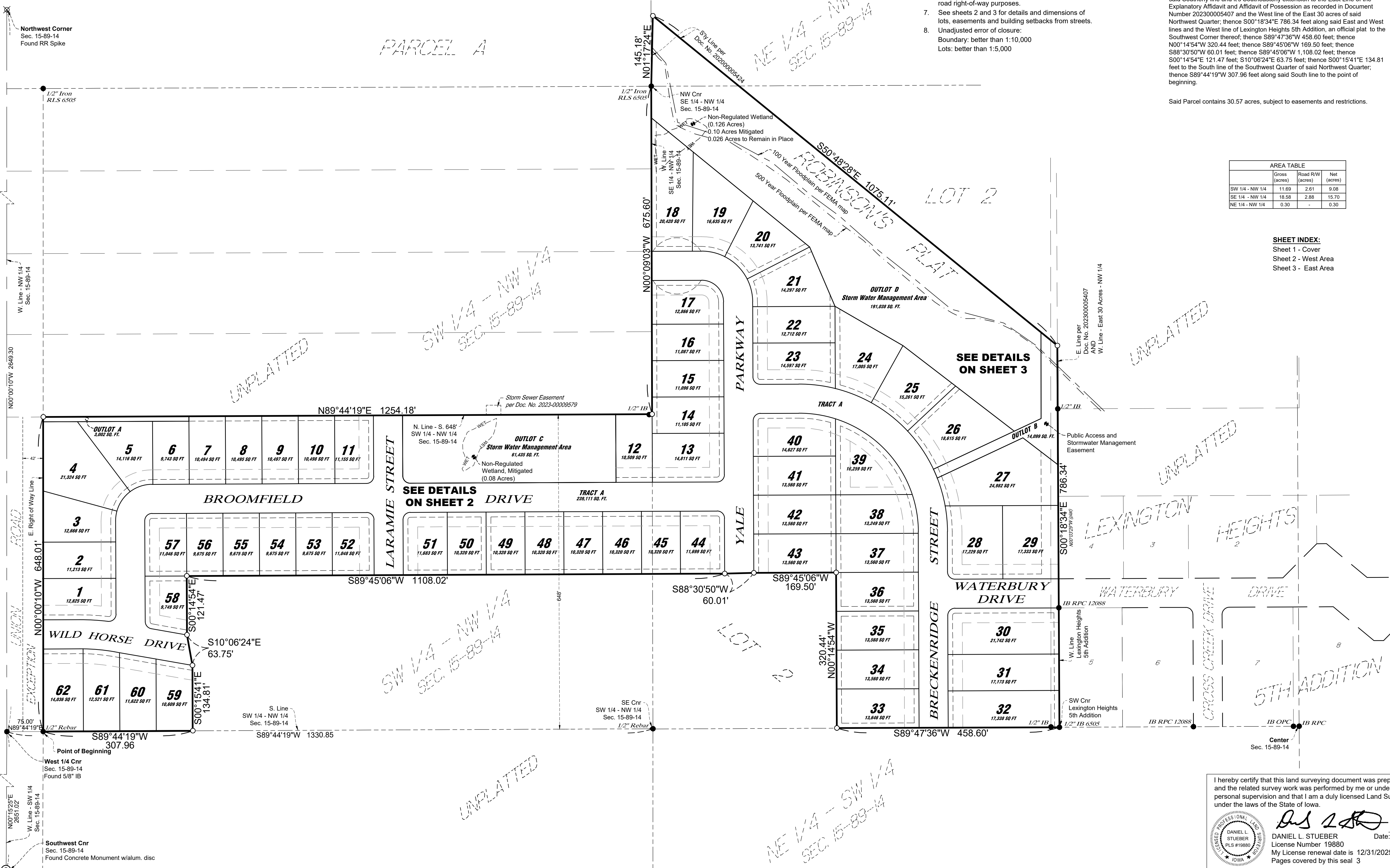
Said Parcel contains 30.57 acres, subject to easements and restrictions.



SEC. 15, TWP. 89, RGE. 14
Black Hawk County, Iowa

AREA TABLE		
	Gross (acres)	Net (acres)
SW 1/4 - NW 1/4	11.69	2.61
SE 1/4 - NW 1/4	18.58	2.88
NE 1/4 - NW 1/4	0.30	-
		0.30

SHEET INDEX:
Sheet 1 - Cover
Sheet 2 - West Area
Sheet 3 - East Area



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PROJECT

WEST FORK CROSSING FIRST ADDITION

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 19-22603
FILE NAME 22603 FPLAT 1ST ADD
DRAWN BY JW
DESIGNED BY ---
REVIEWED BY ---
ORIGINAL ISSUE DATE 11/8/23
CLIENT PROJECT NO. -

TITLE

FINAL PLAT

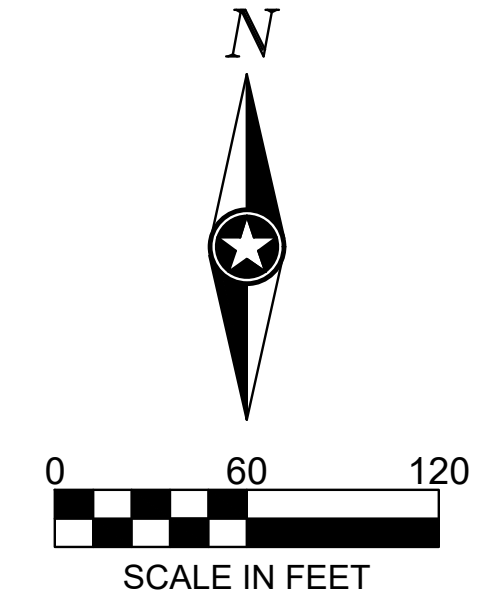
SHEET

I hereby certify that this land surveying document was prepared by me and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Daniel L. Stueber
DANIEL L. STUEBER
License Number 19880
My License renewal date is 12/31/2025
Pages covered by this seal 3

Date: 1/3/24

FINAL PLAT WEST FORK CROSSING FIRST ADDITION CEDAR FALLS, IOWA



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PROJECT

WEST FORK CROSSING FIRST ADDITION

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

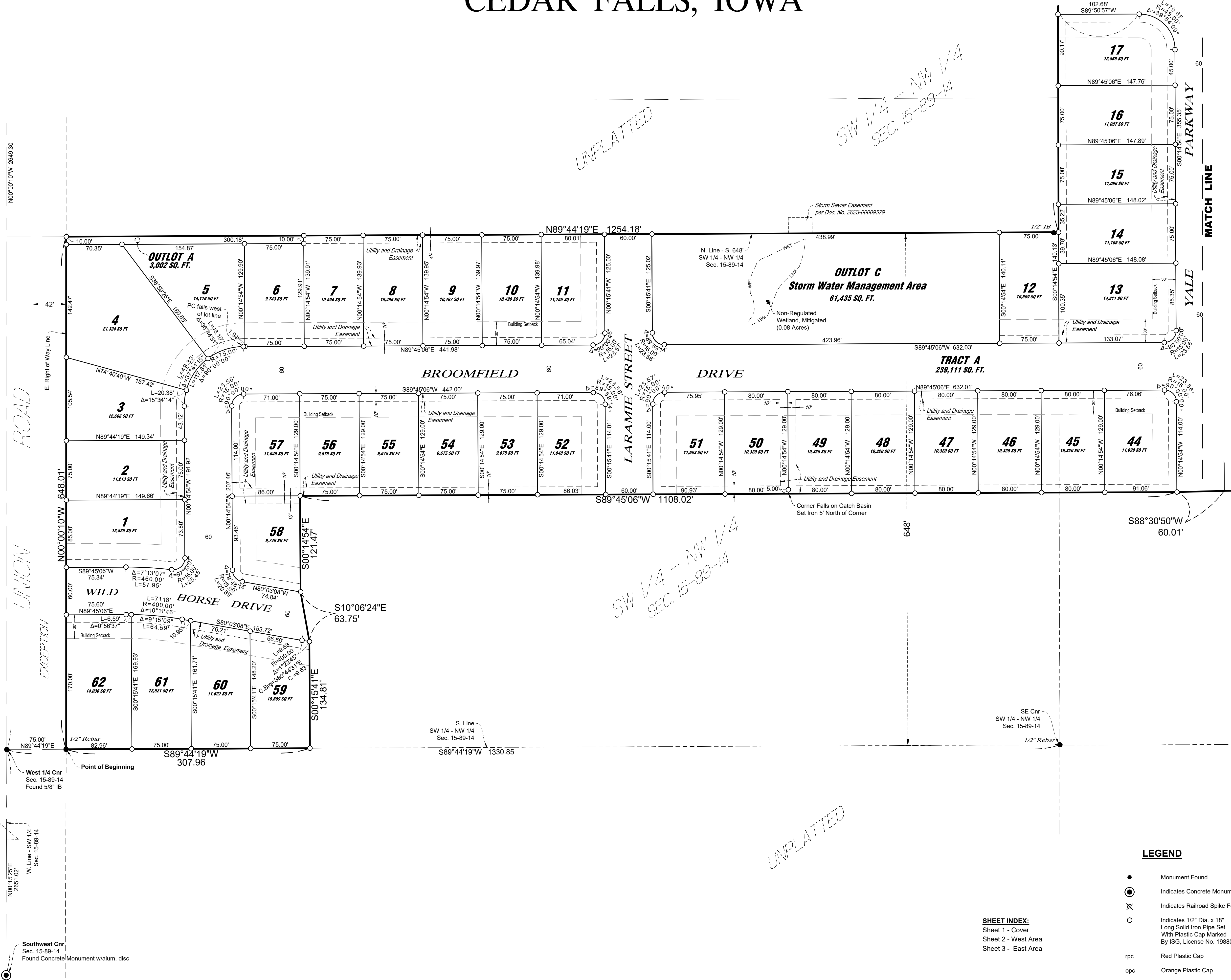
PROJECT NO.	19-22603
FILE NAME	22603 FPLAT 1ST ADD
DRAWN BY	JW
DESIGNED BY	---
REVIEWED BY	---
ORIGINAL ISSUE DATE	1/3/24
CLIENT PROJECT NO.	-

TITLE

FINAL PLAT

SHEET

2



- LEGEND**
- Monument Found
 - ⊙ Indicates Concrete Monument Found
 - ⊗ Indicates Railroad Spike Found
 - Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 19880
 - rpc Red Plastic Cap
 - opc Orange Plastic Cap

SHEET INDEX:
 Sheet 1 - Cover
 Sheet 2 - West Area
 Sheet 3 - East Area

N00°00'00"W 2648.30

E. Right of Way Line

W. Line - SW 1/4 Sec. 15-89-14

West 1/4 Cnr Sec. 15-89-14 Found 5/8" IB

Southwest Cnr Sec. 15-89-14 Found Concrete Monument w/alum. disc

UNPLATTED

SW 1/4 - NW 1/4 SEC. 15-89-14

SW 1/4 - NW 1/4 SEC. 15-89-14

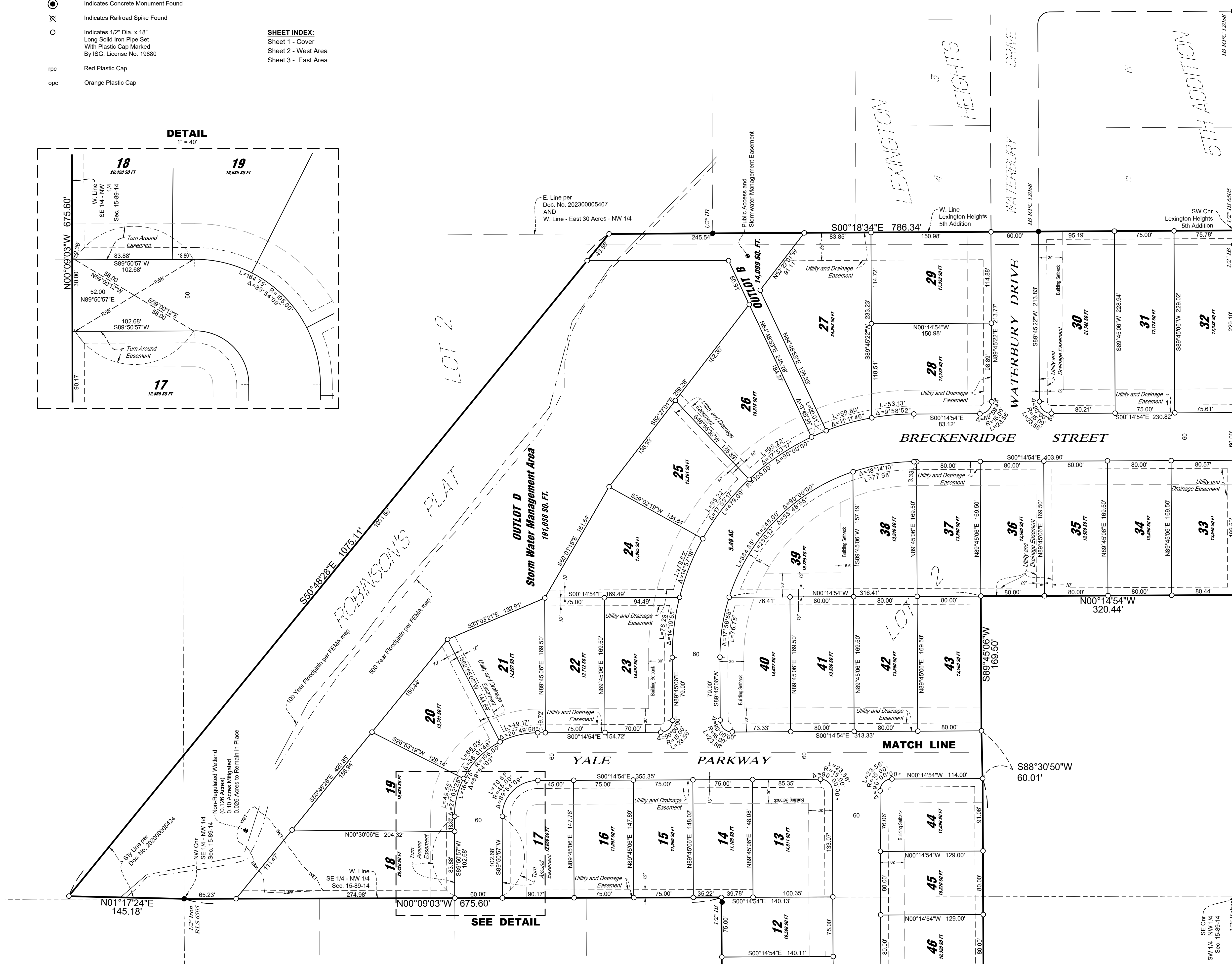
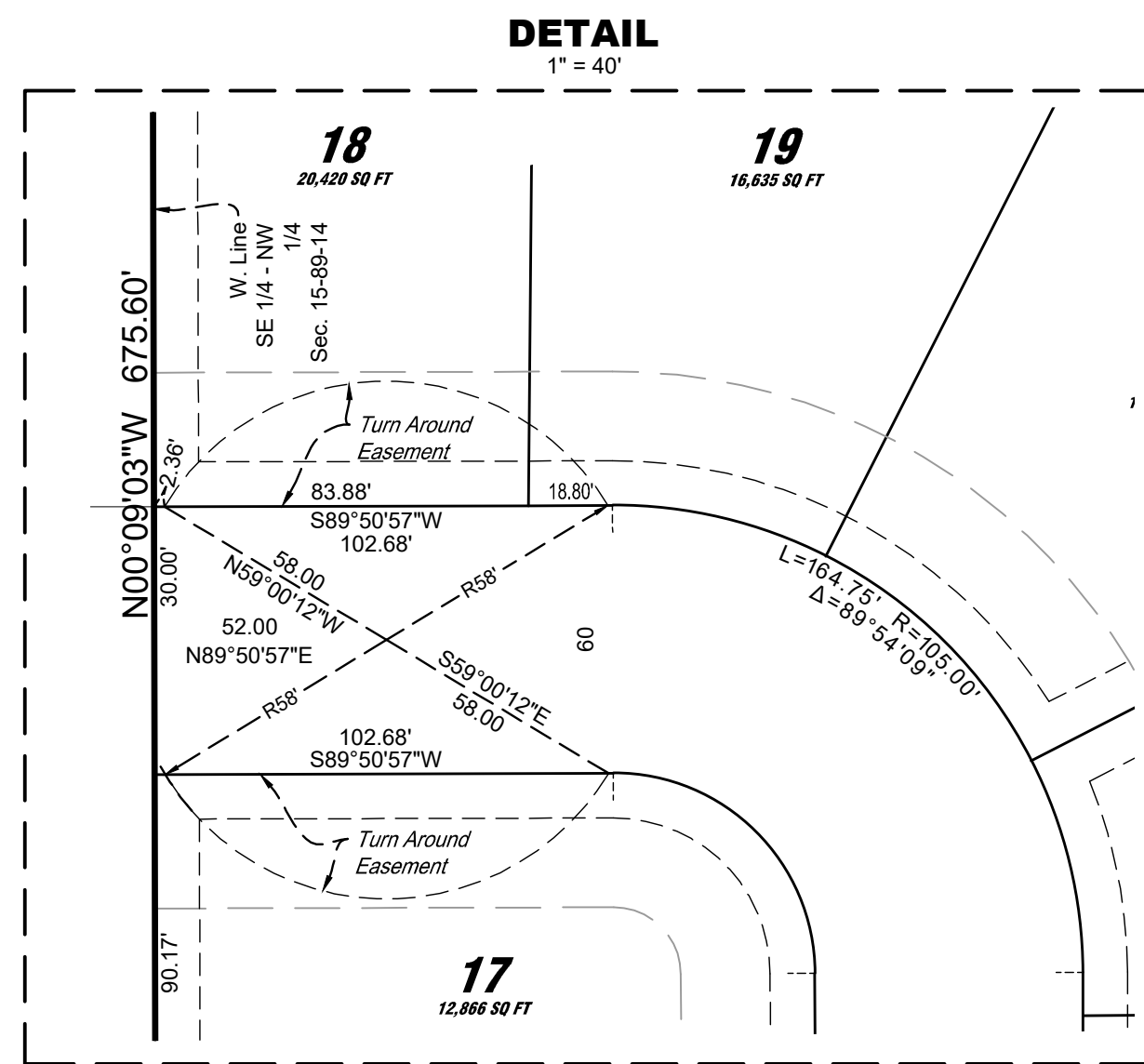
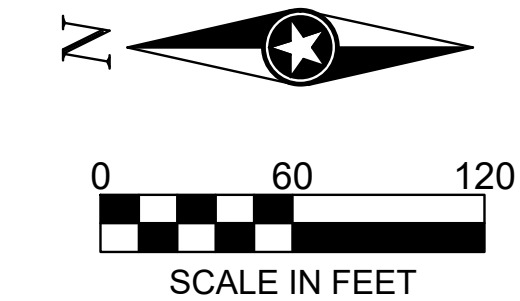
UNPLATTED

FINAL PLAT WEST FORK CROSSING FIRST ADDITION CEDAR FALLS, IOWA

LEGEND

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PROJECT

WEST FORK CROSSING FIRST ADDITION

CEDAR FALLS IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 19-22603
 FILE NAME 22603 FPLAT 1ST ADD
 DRAWN BY JW
 DESIGNED BY ...
 REVIEWED BY ...
 ORIGINAL ISSUE DATE 1/3/24
 CLIENT PROJECT NO. -

TITLE
FINAL PLAT

SHEET
3

NE 1/4 - 1/4 - 1/4 - 1/4
 SW 1/4 - 1/4 - 1/4 - 1/4
 SEC 15-89-14
 19-22603

**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 Daniel Laudick and City Council

FROM: David Wicke, PE, City Engineer

DATE: January 16, 2023

SUBJECT: Professional Services Agreement, Foth Infrastructure and Environment
Katoski Drive Box Culvert Replacement Project
City Project Number: BR-265-3261

Submitted within for City Council approval is the Professional Services Agreement between the City of Cedar Falls and Foth Infrastructure and Environment, LLC. which outlines the scope of services and costs for the Katoski Drive Box Culvert Replacement Project.

The enclosed agreement with Foth provides for professional services for the design, bidding, and construction services to replace the existing bridge on Katoski Drive with a precast concrete box culvert. The fees of this agreement are based on hourly rates and fixed expenses and shall not exceed the total amount of \$85,866.

This project is currently programmed in the CIP for construction in FY 2024. The project is currently budgeted at \$240,000. Programmed funds include the Storm Water Fund.

The Engineering Division of the Public Works Department requests your consideration and approval of this Professional Service Agreement with Foth Infrastructure and Environment, LLC for the Katoski Drive Box Culvert Replacement Project.

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

xc: 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

**Katoski Drive over Branch Black Hawk Creek Bridge Replacement
Cedar Falls, Iowa
City Project Number BR-265-3261**

This Agreement is made and entered by and between Foth Infrastructure & Environment, LLC, 411 6th Avenue SE, Suite 400, Cedar Rapids, Iowa 50401, hereinafter referred to as "CONSULTANT" and City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

CONSULTANT shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. CONSULTANT'S RESPONSIBILITIES

CONSULTANT shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of CONSULTANT and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon CONSULTANT as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control, as set forth in Exhibit A.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two year period following the completion of Services, it is shown that there is an error in the Services solely as a result of CONSULTANT's failure to meet these standards, CONSULTANT shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since CONSULTANT has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, CONSULTANT does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. CONSULTANT makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

- (d) CONSULTANT shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which CONSULTANT procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. CONSULTANT's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.
- (e) CONSULTANT will be providing estimates of costs to the CLIENT covering an extended period of time. CONSULTANT does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by CONSULTANT are estimates only, made on the basis of CONSULTANT's experience and represent CONSULTANT's reasonable judgment as a qualified professional. CONSULTANT does not guarantee that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by CONSULTANT, and the CLIENT waives any and all claims that it may have against CONSULTANT as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services:

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to CONSULTANT all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. CONSULTANT shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

The provisions of the document entitled, "Insurance Requirements for Contractors for the City of Cedar Falls," dated December 13, 2011 as revised January 31, 2017 consisting of 11 pages, which are attached hereto, marked Exhibit B, are hereby made a part of this Agreement as if set out word for word herein.

CONSULTANT shall furnish to CLIENT a certificate or certificates of insurance containing all coverages, endorsements and other provisions required by the Insurance Requirements set forth in Exhibit B. In the event of any conflict between the provisions of Exhibit B and the other terms of this Agreement, the provisions of Exhibit B shall control.

CONSULTANT shall obtain and maintain an insurance policy or policies that meet the provisions set out in the Insurance Requirements for Contractors for the City of Cedar Falls, attached hereto and marked Exhibit B.

V. STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF CEDAR FALLS

The provisions of the documents entitled "Standard Terms and Conditions for Contracts Between Contractors Who Perform Professional Services and the City of Cedar Falls," consisting of two pages are incorporated into this Agreement by the Client and attached as Exhibit C.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed a fee of Eighty five thousand eight hundred sixty six dollars (\$85,866).

CONSULTANT may bill the CLIENT monthly for services completed at the time of billing. CLIENT agrees to pay CONSULTANT the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give CONSULTANT written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to CONSULTANT the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to CONSULTANT. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, CONSULTANT will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which CONSULTANT prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when CONSULTANT has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Nothing contained in this paragraph shall be construed as limiting or depriving CONSULTANT of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. CONSULTANT shall not be liable for any unauthorized reuse or modification of its work product.
- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and CONSULTANT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall

CONSULTANT be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall CONSULTANT be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

X. INDEPENDENT CONTRACTOR

CONSULTANT shall be an independent contractor with respect to the Services to be performed hereunder. Neither CONSULTANT nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, CONSULTANT shall have no legal responsibility or liability for any and all pre-existing contamination. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by CONSULTANT. CLIENT agrees to release CONSULTANT from and against any and all liability to the CLIENT which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from CONSULTANT's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. CONSULTANT shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination.

For CONSULTANT's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide CONSULTANT with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then the CONSULTANT and the CLIENT agree to submit the dispute to mediation. In the event CONSULTANT or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by CONSULTANT and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and CONSULTANT may pursue any property liens or other rights it may have to obtain security for the

payment of its invoices.

This Agreement shall be governed by the laws of the State of Iowa and any action at law or other judicial proceeding arising from this Agreement shall be instituted in Black Hawk County District Court, Waterloo, Iowa.

XIII. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and conditions of Exhibit C shall control. In the event of any conflict among the exhibits, Exhibit C shall control.
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) CONSULTANT may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve CONSULTANT of any of its obligations under this Agreement.
- (d) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (e) This Agreement gives no rights or benefits to anyone other than CLIENT and CONSULTANT and does not create any third party beneficiaries to the Agreement.
- (f) Except as may be explicitly set forth above, nothing contained in this Agreement or its exhibits limits the rights and remedies, including remedies related to damages, of either party that are available to either party under the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT

By: _____

By: Aaron Moniza

Printed Name: Danny Laudick

Printed Name: Aaron Moniza

Title: Mayor of Cedar Falls

Title: Senior Client Manager

Date: _____

Date: 1/5/2024

Exhibit A

Katoski Drive over Branch Black Hawk Creek Bridge Replacement Cedar Falls, Iowa City Project Number BR-265-3261

SCOPE OF SERVICES

This document outlines the scope of services specific for the Katoski Drive over Branch Black Hawk Drive Bridge Replacement Project. The term “CONSULTANT” as used in this document shall be defined as the design contractor (Foth Infrastructure & Environment, LLC) that will be performing work for the City of Cedar Falls, Iowa, hereinafter referred to as “CLIENT”.

A. Project Description

Project will include the replacement of the existing Branch Black Hawk Creek bridge on Katoski Drive with a precast concrete box culvert. Roadway reconstruction will be limited to the anticipated excavation limits for the new box culvert.

B. General Scope of Work

The work to be performed by the Consultant under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to complete the following scope of services for the project.

The project consists of preliminary design and final design, environmental permitting, and geotechnical exploration.

Project Assumptions:

- The replacement structure will be a precast concrete box culvert with standard parallel wing headwalls.
- Roadway reconstruction will be limited to just beyond the excavation limits for the proposed box culvert.
- Public utilities will not be impacted.
- Permanent acquisition and temporary construction easements will be required for project. Consultant to prepare acquisition plats and temporary easement exhibits with acquisition completed by others.
- An Iowa DNR Flood Plain Development Permit will not be required.
- Construct project under full roadway closure.
- A Threatened and Endangered Species Habitat Assessment will not be required.

Design Services

Project Management/Administration

General Project Management

The project manager for the Consultant will be responsible for the development and tracking of the scope of services, maintaining coordination with the Client, monthly progress reporting, interoffice memoranda, and project invoicing. This includes subconsultant management, scheduling of staff, and progress review.

The duration is assumed to be 4 months for this scope of services.

Internal Progress Meetings

The Consultant will conduct project planning events with the project team. The events will involve the development of a realistic project plan, including a high level master schedule, resource plan, visual work flow planning boards and a proactive risk identification and mitigation analysis. Regularly scheduled stand-up meetings, combined with a visual task management board will be used to update the entire team on the progress of project milestones/deliverables, individual team member task completion and to facilitate the overall team collaboration. For budget purposes, the project team will hold weekly progress review meetings.

Project Coordination

Design Development Meetings

The Consultant will maintain communications with the Client to review progress and discuss specific elements of the project design and receive direction from the Client. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, the Consultant will attend two (2) meetings that will be attended by three (3) staff members of the Consultant.

The following meetings are included with the scope of work:

- Preliminary Plan Phase - One (1) meeting
- Final Plan Phase - One (1) meeting

As necessary, discussions with individual utility companies to address specific conflicts will occur as part of the design development meetings.

Project Management Team (PMT)/Project Advisory Committee (PAC) Meetings

Task not included.

Utility Coordination Meetings

The Consultant will conduct meetings with individual utility companies to address specific conflicts. It is anticipated that there will be two (2) meetings with representatives of the various utility companies. The first will be to advise of the nature and extent of the improvements and any potential conflicts with existing or proposed utility systems, and the second will be a final design review and coordination meeting.

Individual Property Owner Meetings

Task not included.

Public Information Meetings

Task not included.

Individual Stakeholder Meetings (Impacted Businesses)

Task not included.

Periodic Meetings with Local Elected Officials

Task not included.

Project Newsletters

Task not included.

Public Engagement Tools and Media Kit

Task not included.

Design Surveys

The Consultant will perform field and office tasks required to collect design survey information deemed necessary to complete the project. The Client will provide aerial photographic and other available mapping of the Project area. The specific survey tasks to be performed include the following:

Control Survey

The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark will have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

Topographic Survey

The Consultant will perform topographic surveys required for the development of the project. Horizontal and vertical accuracies will be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

Utility Survey

The Consultant will perform utility surveys required for the development of the project. Contact utility owners of record or the Iowa One Call representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant will field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed, if present, include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

Property Ownership and Research

Research City and County records including right-of-way strip maps, subdivision plats, section corner ties, and surveys, locate existing boundary corner monuments, establish property lines, right-of-way lines, section lines, and easements, determine ownership of the properties affected by the project. Prepare a drawing with property lines, right-of-way lines, section lines, and easements within the project area as shown on the existing plats and other documents of record along with the land corner monuments and boundary corner monuments located in field. Review property ownership information from public records and add property owner names to the project mapping for public display and plan preparation purposes.

Right-of-Way Survey

The Consultant will perform right-of-way surveys as required for the development of the project. The right-of-way surveys will be in-depth legal surveys for which acquisition plats and temporary easement exhibits are to be developed.

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the

improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

Project Base Map

Incorporate field surveys into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map. For budgetary purposes, it is assumed that 3 parcels are within the project limits.

Preparation of Legal Descriptions and Temporary Easement Exhibits

The Consultant will prepare legal descriptions and parcel exhibits for permanent acquisition and temporary easements to be acquired for the project. For estimating purposes, the following numbers of acquisition plats are assumed for this agreement:

- Permanent (Fee-Title) Right-of-Way Acquisition Plats: 2
- Temporary Construction Easements = 3

The following was used to calculate costs per plat included in the agreement and for any additional plats added at the request of the Client. Consultant will only bill for plats prepared.

Permanent (Fee-Title) Right-of-Way Acquisition Plats = \$650 per plat
Temporary Construction Easement = \$400 per plat

Individual plats and legal descriptions will be prepared for each parcel with permanent and temporary acquisitions. The legal descriptions shall be metes & bounds descriptions for both permanent and temporary construction acquisitions. The plats and legal descriptions shall comply with requirements of the Iowa Code and shall be prepared by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa. For permanent acquisitions, the Consultant will stake the acquisition area at the request of the Client in support of the negotiation process.

Permanent Monumentation of Right-of-Way

This task consists of monumentation of the right-of-way acquired as part of this project which will be performed upon completion of construction of the

proposed improvements. The monumentation will comply with requirements of the Iowa Code and will be performed by or under the direct supervision of a duly licensed land surveyor under the laws of the State of Iowa.

This task also includes resetting existing right-of-way monumentation for those parcels with only a temporary construction easement.

Soil Borings and Potholing Locations

The Consultant will survey soil boring locations and existing utilities that have been potholed. Potholing activities will be completed by the utility owners.

Public Notice of Project
Task not included.

Geotechnical Exploration & Analysis (Terracon)

The Consultant shall perform geotechnical services to evaluate site conditions and develop engineering recommendations for the project. Geotechnical services includes completing two (2) soils borings at a depth of thirty (30) feet, sampling, laboratory testing, engineering analysis, and development of a geotechnical report to present findings and recommendations.

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Iowa. Based on the results of our evaluation, an engineering report will be prepared and include the following information:

- Site location and exploration plan
- Computer generated boring logs with soil stratification based on visual soil classification
- Summarized laboratory data on the boring logs
- Groundwater levels observed during and shortly after completion of drilling
- Boring location diagram
- Subsurface exploration procedures
- Description of subsurface soil conditions
- Earthwork construction including excavation and subgrade preparation, structural fill material types, structural fill compaction criteria, and excavation & dewatering considerations
- Shallow foundation recommendations including anticipated suitable bearing depth(s), net allowable bearing pressure, frost protection depth, and estimated total & differential settlement
- Lateral earth pressure recommendations for design of below-grade RCB walls

Hazardous Material Inspection and Testing (Environmental Resource Services)

The Consultant shall perform an inspection of the bridge for materials suspected of containing asbestos. Samples of suspect materials will be collected and submitted to a laboratory for testing. Paint scrap samples will also be collected from the bridge and analyzed by a laboratory for lead and chromium content. A report documenting areas on the bridge from which the samples were collected and the accompanying tests results will be provided.

Environmental Services

The Consultant will complete the following environmental services as part of the Project.

Wetland and Waters of the U.S. Delineation

The Consultant will perform a wetland and Waters of the United States (WUS) delineation of the project area. The delineation will use mandatory technical criteria, field indicators, and other sources of information to assess whether the project area has jurisdictional wetlands or WUS. The classification will be performed by an experienced biologist, environmental scientist, or engineer. If wetlands are present, the upper boundaries within the project area will be identified. WUS will also be identified and mapped during the delineation.

The methods the Consultant will use in the delineation generally follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (2010) and the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). Under normal circumstances, wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology.

Our proposed Scope of Work includes the following:

- Assemble application information (i.e., aerial maps, soil classifications, site hydrology, vegetation type, etc.).
- Perform on-site visit to gather data pertaining to the hydrophytic vegetation community, surface hydrology, and hydric soil characteristics. The following items will be performed at discrete data point locations within suspect wetland areas on-site.
 - Assess each stratum of vegetation (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by Genus species and dominance will be assessed.
 - Classify soil types and evaluate hydric soil indicators using shallow soil probes or spade holes.
 - Observe site characteristics for wetland hydrology indicators.
- Utilize a hand-held GPS unit (sub-meter accuracy) to map the location and boundaries of delineated wetlands and WUS. If heavy tree cover is present, a non-GPS survey may be needed to identify wetland

boundaries. Fees for standard surveying have not been included in this proposal.

- Prepare maps showing the delineated wetland and WUS area(s).
- Submit a Wetland and Waters of the U.S. Delineation Report containing the applicable data, wetland jurisdictional rationale, and proposed project information.

The scope of this proposal includes one site visit to conduct a baseline delineation. The fees in this proposal do not include additional meetings or data collection/evaluation that may be requested by the U.S. Army Corps of Engineers (USACE).

Section 404 Permit Application and Mitigation Plan

If wetland or WUS impacts are proposed, the Consultant will prepare and submit a Section 404 Permit Application containing the applicable data, wetland jurisdictional rationale, and proposed project information to the USACE, Iowa Department of Natural Resources (IDNR) Flood Plain Section, and IDNR Sovereign Lands Section. The Consultant will prepare a Mitigation Plan for the project to address Section 404 permitting requirements. The Mitigation Plan will summarize each wetland and WUS area that will be impacted by the project based on the findings in the Delineation Report and the proposed site plan for the project.

The project site is located within the primary or secondary service areas of the Black Hawk Mitigation Bank, Cedar River Crossing, Dry Run Creek, Heineman, Mitchell County Conservation, Niebuhr, and Smoketown Mitigation Banks, which offer emergent and forested wetland credits and WUS credits. The Consultant will contact the bank/banks regarding the purchase of credits for wetland and WUS impacts. The Consultant will utilize the State of Iowa Stream Mitigation Method as a guideline for determining the quantity of WUS credits need for the project and wetland credits will be based on USACE regulatory guidance.

The scope of this proposal does not include design of a wetland or WUS mitigation area if mitigation banks or the in-lieu fee program cannot be utilized.

Threatened & Endangered Species Habitat Assessment
Task not included.

Cultural Resource Survey

The Consultant will retain a subcontractor to perform a limited/cursory archeological survey for review by the State Historical Preservation Office (SHPO) during the permitting process. The Phase I investigation will consist of the project area.

Functional Design (30% Plans)

Complete functional design layout for the proposed improvements. The primary focus will be on development of roadway geometrics, identify existing and proposed utility locations, and identify existing and proposed right-of-way needs. The work to be performed by the Consultant under the Functional Design phase shall consist of the following tasks:

Develop Design Criteria

The Consultant will develop and submit to the Client design criteria to be used in developing the improvements. Criteria will conform to the Iowa DOT, SUDAS, and City Standards and will be in English units. The criteria to be addressed include:

- Functional classification and design type.
- Design speed and Regulatory speed.
- Preferred Clear Zone/Acceptable Clear Zone requirements.

Prepare a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the Client prior to proceeding with subsequent tasks.

Develop Typical Sections

Develop typical sections for the mainline street improvements. This task includes lane widths, shoulder width, right-of-way widths, pavement types and clear-zones. This task does not include pavement and subgrade design.

Utility Research

The Consultant will meet with the utility companies, including City utilities and CFU for information within the project corridor regarding transmission, distribution and service laterals. This includes information related to existing facilities and facilities planned for construction during the proposed improvements.

Develop Horizontal Alignments and Vertical Profiles

Utilizing functional geometrics and design survey, develop horizontal alignments and vertical profiles for the mainline. The alignments and profiles will be developed based on the technical memorandum summarizing the design criteria.

Functional Drainage Analysis

Perform hydraulic investigations in accordance with the Iowa Department of Transportation "Guidelines for Preliminary Design of Bridges and Culverts" to determine sizing for the new culvert. Delineate drainage areas on aerial photographs and LiDAR data. This task also consists of developing a brief

“Drainage Report” summarizing the existing hydrologic and hydraulic conditions for the area wide drainage patterns.

Functional Design Exhibit

Prepare functional design exhibit that will consist of a full-size aerial strip map that shows the major project features. Include new roadway features, driveway locations, sidewalk locations, water main locations, property lines, property ownership, anticipated right-of-way needs, changes in accesses, and major structure locations.

Functional Plan Preparation

Upon completion of the functional plans, the design plans will be approximately 30 percent complete. The work to be performed by the Consultant under Functional Design will consist of the following tasks:

- Title and Utility Conflict Sheets (A Sheets)
 - This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Design Traffic data. Includes utility conflict identification tabulations and plan design exhibit sheets.
- Functional Typical Cross Sections (B Sheets)
 - This task consists of assembling the Typical Cross Section to be used for the roadway improvements.
- Functional Plan & Profiles (D Sheets)
 - This item consists of the site plan and profile sheets, including the detail information required for plan approvals, permitting, and construction of the improvements.
- Functional Removal Plans (R Sheets)
 - This item consists of functional layout of the removal plan for the project.
- Functional Cross Sections (W Sheets)
 - This task consists of the design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Quality Control

Involve quality control input from the project team and the design engineer's senior technical staff throughout the function design development. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the 30% plan set. Review functional design set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Field Review

Task not included.

Budget Review

The Consultant will prepare a functional opinion of probable construction cost for the project and compare the cost to the Client's current Project budget.

The Consultant will, if necessary, make recommendations pertaining to modifications in the Project in order to address budgetary concerns. Cost estimates will be developed as part of the functional design and based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the functional cost estimate.

Preliminary Design (60% Plans)

The Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, and other features of the project. Comments received from the Functional Design Phase plans will be implemented in the Preliminary Design Phase plans. The preliminary phase will include but not be limited to the following tasks:

Preliminary Culvert Design

Develop preliminary culvert design in association with roadway improvements.

Utility Conflict Identification

The Consultant will identify utility conflicts based upon the preliminary design layout and develop a tabulation with plan sheet exhibits for the purposes of working through conflict resolution. This task includes all private utilities including gas, electric and communications. Potholing of utilities, if required, shall be performed by the utility owners.

Acquisition Requirements Identification

The Consultant will identify temporary easement needs based on the preliminary design development. The requirements will take into considerations proposed utilities, construction staging and access, utility relocations and other critical construction elements. Colored parcel impact exhibits will be created to illustrate needs and for use in right-of-way negotiations.

Preliminary Plan Preparation

Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. Consultant shall provide the Client with the following deliverables:

- Title and Utility Conflict Sheets (A Sheets)
 - This task consists of assembling the preliminary title and general information sheets. The preliminary title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number, Existing Traffic data. Includes utility conflict identification tabulations and plan design exhibit sheets.
- Preliminary Typical Cross Sections (B Sheets)
 - This task consists of assembling the Typical Cross Sections to be used for the proposed improvements as well as a preliminary determination of the limits that each Typical Section will apply. The Typical Cross Sections will include but not be limited to typical sections for the proposed grading and drainage.
- Preliminary Mainline Plan and Profiles (D Sheets)
 - This task consists of the development of preliminary plan sheets that will show the existing topography along with the roadway improvements, including access points.
- Preliminary Survey Reference (G Sheets)
 - This task consists of assembling reference ties to the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project. This task also includes preserving any Government Corners that are found in the vicinity of the proposed construction.
- Preliminary Right-of-Way (H Sheets)
 - The preliminary plans will include an ownership reference plan exhibit showing general parcel information.
- Preliminary Traffic Control and Staging (J Sheets)
 - The Consultant will develop a preliminary traffic control concept to indicate how the project will generally be constructed and traffic and access will be maintained during construction. A full road closure with maintenance of field entrance access points is anticipated.
- Preliminary Removal Plans (R Sheets)
 - This item consists of preliminary layout of the project removal plan.
- Preliminary Erosion Control (RR and RU Sheets)
 - This item consists of preliminary design and layout of erosion control plan sheets required to construct the project.
- Preliminary Roadway Culvert Plans (V Sheets)
 - Prepare 1"=20' scale Type, Size, and Location (TS&L) plans for proposed major drainage structures. This task includes a Situation Plan and a General Elevation consisting of a cross/longitudinal section perpendicular/along the roadway centerline at the roadway culvert. Roadway curve and profile data, hydraulic data, and traffic data will be shown. One (1) box culvert is required for this project.
- Preliminary Cross Sections (W Sheets)
 - This task consists of the design and drafting associated with the assembly of detailed cross sections (25' increments) to illustrate

typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

Budget Review

The Consultant will prepare a preliminary opinion of probable construction cost for the project and compare the cost to the Client's current Project budget. If necessary, the Consultant will make recommendations pertaining to modifications in the Project in order to address budgetary concerns. Preliminary cost estimates will be based on representative major project elements and recent bid information. Detailed quantity takeoffs of major items will be developed for the preliminary cost estimate.

Quality Control

Involve ongoing quality control input from the project team and the design engineer's senior technical staff throughout the development of preliminary plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the 60% plan set. Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

Check Plans (90% Plans)

Based upon approved preliminary design, field exam, and public informational meetings, the Consultant shall subsequently proceed with final design, contract drawings, specifications, and opinion of probable construction costs for the award of a single Contract for the construction of the proposed improvements. Comments received from the Preliminary Design Phase plans will be implemented in the Final Design Phase plans. The work tasks to be performed include the following:

Final Construction Plans

The Consultant shall provide the Client with the following deliverables:

- Final Title Sheets (A Sheets)
 - Finalize title sheet. The title sheets will include the following: Index of Sheets, Legend, Location Map, Project Number and Existing Traffic Data.
- Final Typical Sections and Final Details (B Sheets)
 - This item consists of final design and drafting of typical cross sections and standard details to be utilized for the improvements.
- Final Quantities and Final Estimate of Miscellaneous Quantities (C Sheets)

- This item consists of final bid items to be included in the Project, as well as final quantity tabulations, and the development of the general notes and estimate reference information.
- Final Mainline Plan and Profiles (D Sheets)
 - This task consists of the development of final plan sheets that will show the existing topography along with the roadway improvements, including pedestrian facilities, and access points.
- Reference Ties and Bench Marks (G Sheets)
 - Finalize the plan control points and the benchmark data used to develop the plans and to be preserved throughout construction of the project.
- Right-of-Way Sheets (H Sheets)
 - Finalize Right-of-Way sheets showing the existing right-of-way and temporary easement information in relation the proposed centerline, control points and property ownership.
- Traffic Control, Staging, Pavement Markings and Traffic Signing (J Sheets)
 - This item consists of final design and drafting of the traffic control and traffic signing plans.
- Final Removal Plans (R Sheets)
 - This item consists of final layout of the project removal plan.
- Final Erosion Control Plan (RR, RU Sheets)
 - This task consists of the development of erosion control sheets that show a draft pollution prevention plan, existing and proposed topography, location of proposed best management practices, and permanent surface restoration types.
- Final Construction Details (U Sheets)
 - This item consists of the final design and drafting of special project details not covered in other items. Included are such items as special grading details, special storm water management details not included in the standard drawings, and other required miscellaneous details found to be required for completion of the project.
- Final Box Culvert Sheets (V Sheets)
 - This task consists of final design and drafting of the plan and details for the one (1) box culvert.
- Final Design Cross-Sections (W Sheets)
 - This item consists of the final design and drafting of individual cross sections for the project. Cross sections will be designed and drawn at 25-foot maximum intervals, with additional cross-sections included as necessary. Cross sections will show the existing ground elevations as well as the final project grading, including fore slope and back slope information, and other pertinent information.

Project Permitting

The Consultant will assist the Client in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary.

The Consultant shall prepare the following documents for the project:

- IDNR NPDES Stormwater Discharge Permit
- Notice of Publication
- Pollution Prevention Plan

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Client. The Consultant shall provide technical criteria, written descriptions and design data for the Client's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

Opinion of Probable Construction Cost

The Consultant shall prepare a Final Opinion of Probable Construction Cost for the project at the time of completion of the plans and specifications. The Opinion of Probable Construction Cost is intended for the use of the Client in financing the Project.

Quality Control

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of final plans. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the check plan set.

Final Design (Bid Documents)

The Consultant will coordinate and manage the final project development submittals to the Client for the project. The work tasks to be performed or coordinated by the Consultant will include the following

Incorporate Client Comments from Check Plan Submittal

The Consultant will incorporate pre-final plan review comments into the plan set. The Consultant will revise pre-final construction plans and special provisions to incorporate comments.

Final Plan Submittal

The Consultant shall submit the Final Plans package via the DOT's TPMS system.

Project Bidding

The project will be let by the Client. The work tasks to be performed or coordinated by the Consultant will include the following:

Plan Clarification and Addenda

The Consultant will be available to answer questions from contractors prior to the letting and will issue addenda as appropriate to interpret, clarify or expend the bidding documents.

Construction Period Services

The scope of services and estimated effort is based on the assumption that construction of this project will during the 2024 construction season. The Consultant shall provide the following Construction Period Services:

Construction Administration

Construction administration services shall consist of office based services to assist the Client in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

Pre-construction Meeting

Task not included.

Shop Drawings Submittal Reviews

Task not included.

Engineer Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a. The Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary (estimated to be one (1) site visit) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the Client informed of the progress of the work.
- b. The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the

- design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c. The Consultant shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.
 - d. During such visits, the Consultant may disapprove of or reject the Contractor's work while it is in progress if the Consultant believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

Weekly Progress Meetings

Task not included.

Request for Information (RFIs), Plan Revisions, and Change Orders

The Consultant will respond to all RFIs, issue necessary plan interpretations, clarifications, and revisions and prepare and process project change orders.

Public Communications

Task not included.

Final Inspections and Project Close-Out

The Consultant shall conduct an inspection in the company of the Client to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable.

Initial Bridge Inspection

The Consultant shall complete Form 107 and submit to the Iowa DOT on behalf of the City. The Consultant shall perform the Initial Bridge Inspection in accordance with Iowa DOT I.M. 7.020 and enter the required bridge record documents into SIIMS. Load rating calculations provided by the precast box culvert manufacturer will be used by the Consultant to complete the load rating evaluation.

Record Drawings

Task not included.

The above Construction Administration Services is for 2024 Calendar Year and includes 24 hours of effort. In the event the construction period exceeds the planned duration or unanticipated conditions require Construction

Administration in excess of 24 hours of effort, the Consultant shall notify the Client as it approaches this limit and determine the additional effort to complete the project. The Consultant and Client shall work to develop a mutual resolution for the remaining effort.

Construction Survey

Construction survey will be included in the contract quantities and performed by the contractor.

C. Project Team

<u>Consultant</u>	<u>Scope</u>
<i>Foth</i>	<i>Project Management, Survey, Design, Construction Administration</i>
<i>Terracon</i>	<i>Geotechnical</i>

D. Schedule

Functional Design	January 2024
Environmental	January to February 2024
Preliminary Design	February 2024
Final Design	March 2024
Bid Letting	April 2024
Construction	2024

E. Deliverables

The scope of services shall be considered to be complete upon completion and delivery of the following items to the satisfaction of the Client:

- Acquisition Plats and Temporary Easement Exhibits
- Original Final construction drawings (11"x17"), Final Project Manual, and Opinion of Probable Construction Cost
- All CADD files and design documents (AutoCad format)
- Record Drawings (.pdf format)

F. Contingency

If at any time during the work the Consultant determines that its actual costs will exceed the estimated actual costs, thus necessitating the use of a contingency amount, it will promptly so notify the Client's Project Manager in writing and describe what costs are causing the overage and the reason. The Consultant shall not exceed the estimated actual costs without prior written approval from the Client.

Items that may cause the need to utilize the Contingency include but are not necessarily limited to the following: Design changes, unanticipated field conditions (e.g. unknown utility conflicts), increases in scope item quantities beyond those listed herein, plan and/or propriety equipment changes, Contractor changes, nonperformance by subconsultants, etc.

G. Additional Services

Additional Services not included as part of this Scope. If authorized, under a supplemental agreement, the Consultant shall furnish or obtain from others the following services:

- Additional meetings or data collection/evaluation requested by the USACE.
- Preparation of an Alternatives Analysis if an Individual Section 404 Permit is needed based on the quantity of wetland or WUS impact.
- Design of a wetland or WUS mitigation area
- Additional T&E species studies, such as mist netting, acoustic surveys, emergence surveys, or botanical surveys
- Phase II archeological investigations
- Preparation of Environmental NEPA Documentation (CE/EA/EIS)
- Condemnation Services

Exhibit B

Katoski Drive over Branch Black Hawk Creek Bridge Replacement Cedar Falls, Iowa City Project Number BR-265-3261

Original 12/13/11
Revision 01/31/2017

INSURANCE REQUIREMENTS FOR CONTRACTORS FOR THE CITY OF CEDAR FALLS

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

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

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

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

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

Katoski Drive over Branch Black Hawk Creek
Bridge Replacement
City Project No. BR-265-3261

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

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

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

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

Katoski Drive over Branch Black Hawk Creek
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pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

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

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

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

Completion Checklist

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

Katoski Drive over Branch Black Hawk Creek
 Bridge Replacement
 City Project No. BR-265-3261

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

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

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

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

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Umbrella: \$3,000,000

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

Errors & Omissions: \$1,000,000

Katoski Drive over Branch Black Hawk Creek
Bridge Replacement
City Project No. BR-265-3261

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

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

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

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

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

Katoski Drive over Branch Black Hawk Creek
Bridge Replacement
City Project No. BR-265-3261

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

DATE: 12/ Item 25.

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Foth Infrastructure & Environmental, LLC 2121 Innovation Court De Pere, WI 54115	INSURER A: Lexington Insurance Company NAIC # 19437	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W31369595 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	037205326	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	Y		015438053	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			026154181	03/01/2023	03/01/2024	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Cedar Falls, IA -Katoski Drive over Branch Black Hawk Creek Bridge Replacement.


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 as respects to General Liability and Umbrella/Excess Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE




ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Foth Infrastructure & Environmental, LLC 2121 Innovation Court De Pere, WI 54115	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

This endorsement, effective 12:01 AM 03/01/2023

Forms a part of policy no.: 037205326

Issued to: FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

As required by written contract

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 your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

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. 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

This endorsement, effective 12:01 AM 03/01/2023

Forms a part of policy no.: 037205326

Issued to: FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS

(Based on CG2037 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

Location of Completed Operations

Where required by contract

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:

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. 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

All other terms and conditions of the policy remain the same.



Authorized Representative

This endorsement, effective 12:01 AM 03/01/2023

Forms a part of policy no.: 037205326

Issued to: FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

By: LEXINGTON INSURANCE COMPANY

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

(Based on CG2010 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

**Name of Additional Insured Person(s)
or Organization(s)**

Location of Covered Operations

All others where required by contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions or
 - 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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. 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.

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

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT #XX

This endorsement, effective 12:01 A.M.,

Forms a part of Policy No.:

Issued to:

By: LEXINGTON INSURANCE COMPANY

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
CITY OF CEDAR FALLS, IOWA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

1. **Non-waiver of Governmental Immunity.** It is the intent of us, the insured, and the City of Cedar Falls, Iowa that the purchase of this policy and including the City of Cedar Falls, Iowa as an additional insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4, as it now exists and as it may be amended from time to time.
2. **Claims Coverage.** This policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under 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 City of Cedar Falls, Iowa shall be responsible for asserting any defenses of governmental immunity, and may do so at any time and shall do so upon the timely written request by us. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. **Non-Denial of Coverage.** We shall not deny coverage under this policy and we shall not deny the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. **No Other Change In Policy.** We and the City of Cedar Falls, agree that the above preservation of governmental immunities shall not otherwise change or alter coverage available under this policy.

All other terms and conditions of the policy remain the same.

Authorized Representative

This endorsement, effective 12:01 AM 03/01/2023

Forms a part of policy no.: 037205326

Issued to: FOTH & VAN DYKE, LLC

By: LEXINGTON INSURANCE COMPANY

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, the email address of the contact at such entity,

and the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

This endorsement, effective 12:01 AM 03/01/2023

Forms a part of policy no.: 026154181

Issued to: FOTH & VAN DYKE, LLC

By: LEXINGTON INSURANCE COMPANY

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date
2. The First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the Insurer, either directly or through its broker of record, the email address of the contact at such entity,

and the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declaration Page of this policy.
2. **Insurer** means the insurance company shown in the header of the Declaration Page of this policy.

All other terms and conditions shall remain the same.

Authorized Representative OR
Countersignature (In states where applicable)

Consultant
Project No. _____

Katoski Drive over Branch Black Hawk Creek
Bridge Replacement
City Project No. BR-265-3261

Exhibit C

**Katoski Drive over Branch Black Hawk Creek Bridge Replacement
Cedar Falls, Iowa
City Project Number BR-265-3261**

2/9/12

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS BETWEEN
CONTRACTORS WHO PERFORM PROFESSIONAL SERVICES AND THE CITY OF
CEDAR FALLS**

This document outlines the Standard Terms and Conditions for all Contractors who perform work or services for the City of Cedar Falls under a contract. The term, "Contractor," as used in this document, includes an engineer, an architect, and any other design professional providing professional services to the City of Cedar Falls, Iowa, under a contract (but excludes construction contractors).

1. This Contract may not be modified or amended except by a writing signed by an authorized representative of the City of Cedar Falls and of the Contractor.
2. Time is of the essence of this Contract.
3. Contractor shall be an independent contractor with respect to the services to be performed under this Contract. Neither Contractor nor its subcontractors, agents, or employees, shall be deemed to be employees or agents of the City.
4. Contractor shall perform all duties in accordance with all applicable federal, state and local laws and regulations.
5. If Contractor breaches this Contract, the City shall have all remedies available to it at law or in equity.
6. Severability. If any provision of this Contract is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Contract shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.
7. Assignment. Contractor may not assign this Contract or any of its rights or obligations hereunder, without the prior written consent of the City, which consent may be withheld in the sole and absolute discretion of the City.
8. Survival of Obligations. All obligations and duties which by their nature extend beyond the term of this Contract shall survive the expiration or termination of this Contract.

Consultant
Project No. _____

Katoski Drive over Branch Black Hawk Creek
Bridge Replacement
City Project No. BR-265-3261

9. Governing Law; Jurisdiction; Venue and Trial. This Contract shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Iowa, excluding its conflicts of law rules. The parties hereto agree that the exclusive jurisdiction and venue shall be in the Iowa District Court for Black Hawk County, and in no other jurisdiction or location, and shall not be removed to federal court. The parties hereby agree to waive the right to trial by jury and agree to submit all disputes to a trial by judge alone. The parties agree that no disputes under this Contract shall be submitted to binding arbitration, but may be submitted to mediation by mutual consent of both parties.

10. Any failure of Contractor to comply with the Insurance Requirements for Contractors for the City of Cedar Falls set forth on Attachment A, shall constitute a default under this Contract.

11. Attorneys' Fees. In the event of litigation, the City shall under no circumstances be obligated for payment of any attorneys' fees of Contractor or any other party, arising out of such litigation.

12. Payment. Payment of Contractor's invoices shall be due no sooner than thirty (30) days from the date of invoice. In the event any invoices are not paid within thirty (30) days, the City shall pay interest thereon at the rate provided for by Section 668.13(3), Code of Iowa, computed monthly.

13. The City shall not be obligated to maintain confidentiality of Contractor documents or records that are furnished to the City if such documents are public records under the Iowa Open Records Law, Chapter 22, Code of Iowa, and the City shall have no responsibility to Contractor for disclosure of such records.

14. Under no circumstances shall the City waive any damages against the Contractor or any other party arising out of any breach of this Contract, whether consequential, indirect, special, or punitive damages.

15. Under no circumstances shall the Contractor's liability to the City be limited to any specific amount or sum, whether that amount is the compensation paid by the City to the Contractor under this Contract, or the dollar amount of coverage provided for in the Insurance Requirements for Contractors for the City of Cedar Falls, Attachment A.

16. No waiver of the City's subrogation rights against the Contractor or any other party shall conflict with the provisions of the City Insurance Requirements, Attachment A.

17. Limitations Period. There shall be no limitation, except as provided for by Iowa law, on the period of time within which the City may make any claim against the Contractor or other party under the provisions of this Contract.

18. This Contract shall not be binding on the City unless and until approved by the City Council of the City at a duly constituted meeting, and signed by the Mayor and City Clerk of the City.

Consultant
Project No. _____

Katoski Drive over Branch Black Hawk Creek
Bridge Replacement
City Project No. BR-265-3261

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 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 Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: January 16, 2024

SUBJECT: Professional Services Agreement, Snyder & Associates, Inc.
2019 Engineering Services
West Viking Road Reconstruction
City Project Number: RC-362-3212
Supplemental Agreement No. 10C

Submitted within for City Council approval is the Supplemental Agreement No. 10C to the original Professional Services Agreement between the City of Cedar Falls and Snyder & Associates, Inc. for the West Viking Road Reconstruction Project.

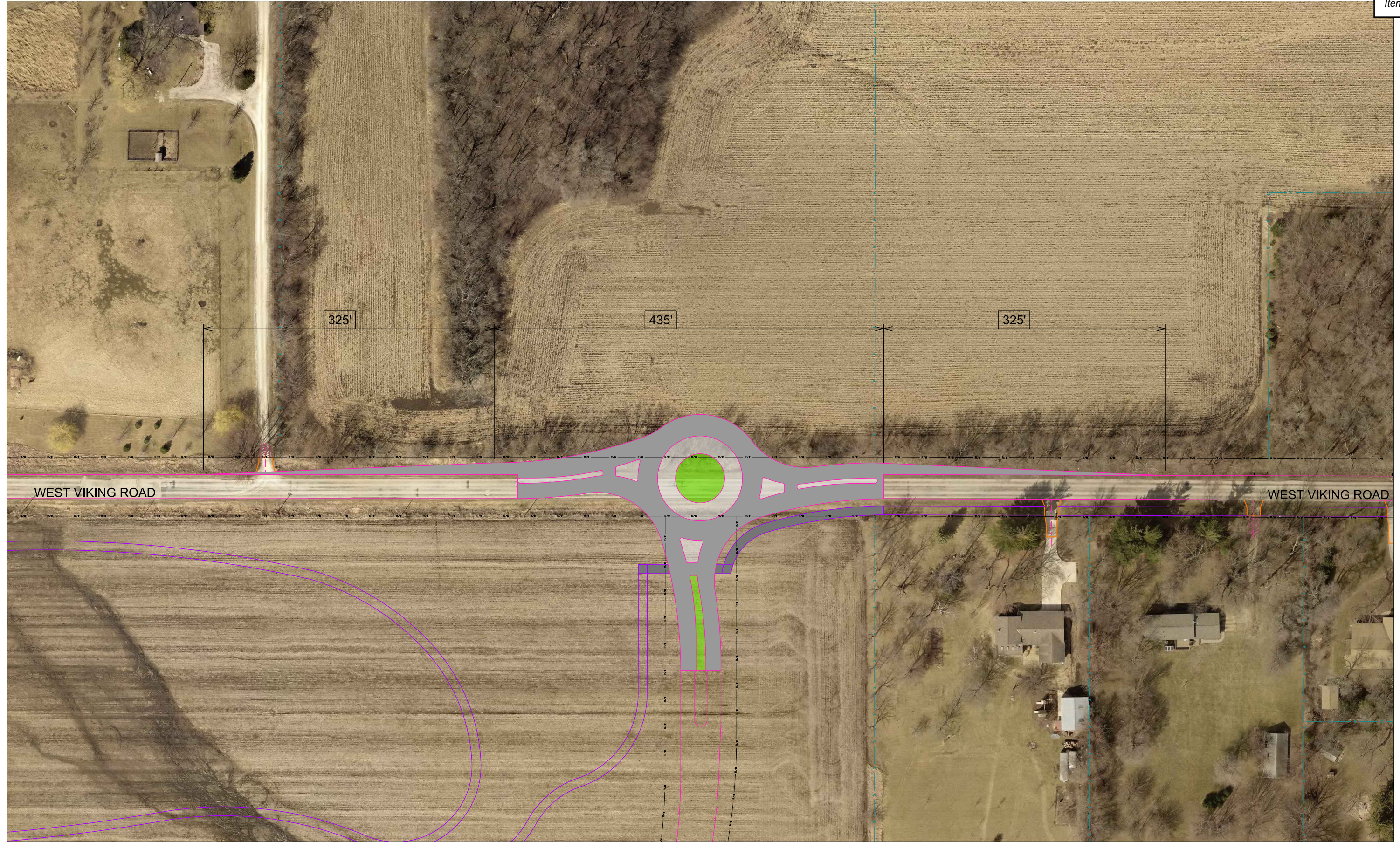
This Supplemental Agreement provides for roundabout intersection improvement design, landscaping, and right-of-way needs at the proposed Viking Road and Innovation Drive intersection based on public comments during public meetings and by Council Goal Setting recommendations. Compensation for the services in Supplemental Agreement No. 10C shall be on an hourly basis and in a total amount not to exceed \$81,400. Attached is a graphical representation of the proposed roundabout at the Viking Road

The City of Cedar Falls entered into a Professional Services Agreement with Snyder & Associates, Inc. for the West Viking Road Reconstruction Project under the original 2019 Engineering Services Agreement on December 3rd, 2018. The project will be funded by the Unified Industrial Park Tax Increment Financing.

The Engineering Division of the Public Works Department requests your consideration and approval of this Supplemental Agreement No. 10C with Snyder & Associates, Inc. for the West Viking Road Reconstruction Project.

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

xc: Chase Schrage, Public Works Director





DEPARTMENT OF PUBLIC WORKS

Item 26.

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

SUPPLEMENTAL AGREEMENT NO. 10C

2019 Engineering Services Cedar Falls, Iowa City Project Number: RC-362-3212

WHEREAS, a Professional Services Agreement (PSA) was entered into by the City of Cedar Falls, Iowa (CLIENT), and Snyder & Associates, Inc. (CONSULTANT), of Cedar Rapids, Iowa, dated December 3, 2018 for the municipal engineering support services; and

WHEREAS, the PSA has been previously amended by Supplemental Agreement No. 10A dated December 2, 2019 and Supplemental Agreement No. 10B dated February 7, 2023; and

WHEREAS, the CLIENT and CONSULTANT desire to amend the previous agreement(s) to include Scope of Services and Compensation to modify the proposed Tee intersection of W Viking Road and Innovation Drive to a roundabout intersection.

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement by adding the following items:

I. SCOPE OF SERVICES

The Scope of Services indicated in the origination Agreement and City approved amendment shall be amended as follows:

PHASE 2 SERVICES

ROUNDAOBOUT DESIGN

The CONSULTANT shall replace the proposed tee intersection with a single lane roundabout at the intersection of W Viking Road and Innovation Drive. The design shall require two additional right-of-way plats, two additional temporary construction easement exhibits, and the following modifications and/or additions to the proposed final plans:

1. Typical sections and special details (B Sheets)
2. Quantities, estimate reference information, tabulations (C Sheets)
3. Roadway plan and profile information (D and E Sheets)
4. Horizontal alignment information (G Sheets)
5. Right-of-Way information (H Sheets)
6. Staging information (J Sheets)
7. Geometric and Jointing information (L Sheets)
8. Landscaping information (LS Sheets)
9. Storm Sewer information (M Sheets)
10. Water Main information (MWM Sheets)
11. Lighting, pavement marking, and signing information (P Sheets)
12. Stormwater pollution prevention plan information (R Sheets)

- 13. Sidewalk ramp compliance information (S Sheets)
- 14. Earthwork information (T Sheets)
- 15. Cross Section information (W and X Sheets)

LANDSCAPE DESIGN

The CONSULTANT shall provide landscape/hardscape improvements to the center of the proposed roundabout and approaching splitter islands. The improvements shall have similar design elements as those built at the Cedar Heights Drive roundabouts. The CONSULTANT shall provide 3D color images of landscape/hardscape concepts and include precedent images and material options to the CLIENT for comments. The CONSULTANT shall include in the final plans elevations, hardscape features, planting designs and tables, details, and lighting.

ROW SERVICES

The CONSULTANT shall provide two permanent right of way plats and two temporary construction easement exhibits.

III. COMPENSATION

The Compensation is hereby amended to include the following fees:

a. PHASE 1 SERVICES

Additional compensation for Phase 1 Services as outlined in Article I shall be hourly, not to exceed, as follows:

Task	Original Fee	Sup. Agmt. 10A	Sup. Agmt. 10B	Sup. Agmt. 10C	Amended Total
Contract Management	\$9,500	\$0	\$0	\$0	\$9,500
Survey, Field, and Other Services	\$26,800	\$7,500	\$0	\$0	\$34,300
Traffic Study	\$16,700	\$0	\$0	\$0	\$16,700
Functional Design and Concept	\$15,900	\$3,100	\$0	\$0	\$19,000
Preliminary Design (30%)	\$36,200	\$8,900	\$0	\$0	\$45,100
Total	\$105,100	\$19,500	\$0	\$0	\$124,600

b. PHASE 2 SERVICES

Additional compensation for Phase 2 Services as outlined in Article I shall be hourly, not to exceed, as follows:

Task	Original Fee	Sup. Agmt. 10A	Sup. Agmt. 10B	Sup. Agrm. 10C	Amended Total
Contract Management	\$6,800	\$0	\$0	\$0	\$6,800
Check Plans (60%)	\$84,100	\$14,800	\$0	\$0	\$98,900
Design Survey	\$0	\$0	\$4,100	\$0	\$4,100
Additional Design Items	\$0	\$0	\$52,600	\$0	\$52,600
Print Documents	\$12,500	\$2,900	\$0	\$0	\$15,400
ROW Services	\$0	\$0	\$61,900	\$3,400	\$65,300
Roundabout Design	\$0	\$0	\$0	\$53,000	\$53,000
Landscaping Design	\$0	\$0	\$0	\$25,000	\$25,000
Letting Services	\$7,400	\$0	\$0	\$0	\$7,400
Total	\$110,800	\$17,700	\$118,600	\$81,400	\$328,500

c. PHASE 3 SERVICES

Additional compensation for Phase 3 Services as outlined in Article I shall be hourly, not to exceed, as follows:

Task	Original Fee	Sup. Agmt. 10A	Sup. Agmt. 10B	Sup. Agrm. 10C	Amended Total
Construction Staking & Monumentation	\$0	\$0	\$115,000	\$0	\$115,000
Total	\$0	\$0	\$115,000	\$0	\$115,000

d. ADDITIONAL SERVICES

Additional Services will be provided upon authorization to proceed with the selected Tasks. Compensation for Additional Services as outlined in Article IV shall be hourly, not to exceed, as follows:

Task	Hourly Fee
Other Services	Per Attached Fee Schedule

IV. In all other aspects, the obligations of the CLIENT and CONSULTANT shall remain as specified in the Professional Services Agreement dated December 3, 2018, and as supplemented.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT

APPROVED FOR CONSULTANT.

By: _____

By: Lindsay Beaman

Printed Name: _____

Printed Name: Lindsay Beaman

Title: _____

Title: Business Unit Leader

Date: _____

Date: January 4, 2024

2024 STANDARD FEE SCHEDULE

PROFESSIONAL

Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist
Project Manager, Planner, Right-of-Way Agent, Graphic Designer

Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
I	\$115.00/hour

TECHNICAL

CAD, Survey, Construction Observation

Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour

ADMINISTRATIVE

II	\$77.00/hour
I	\$63.00/hour

REIMBURSABLES

Mileage	Current IRS standard rate
Outside Services	As Invoiced



DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS & PARKS DIVISION
2200 TECHNOLOGY PARKWAY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

MEMORANDUM

TO: Mayor Robert M. Green and Cedar Falls City Council
FROM: Chase Schrage, Director, Public Works Department
DATE: January 4, 2024
SUBJECT: Local Option Sales Tax

Enclosed are the ordinance revisions related to the local option sales tax for the purpose of street reconstruction and rehabilitation to begin January 1, 2026. The current program/ordinance is set to expire on December 31, 2025. These revisions would be to continue with option tax program beginning January 1, 2026 until repealed. The program was on the ballot in November 2023 and voted on as a block of contiguous cities (passing with 73%).

The Department of Public Works recommends that the City Council approve the ordinance revisions for the continuation of the local options sales tax. Let me know if you have any questions.

Prepared by: Kim Kerr, 220 Clay Street, Cedar Falls, IA 50613

(319) 273-8600

ORDINANCE NO. _____

AN ORDINANCE IMPOSING A LOCAL OPTION TAX WITHIN THE CITY OF CEDAR FALLS, IOWA, OF ONE PERCENT (1%) UPON LOCAL SALES AND SERVICES TO BE EFFECTIVE JANUARY 1, 2026, AND PROVIDING THAT THE REVENUE SHALL BE DERIVED AND ALLOCATED IN ACCORDANCE WITH CHAPTER 423B OF THE 2023 CODE OF IOWA, AS AMENDED.

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

SECTION 1. TAX IMPOSED

That a tax at the rate of one percent (1%) shall be imposed in accordance with Chapter 423B of the 2023 Code of Iowa, as amended, on the local sales and services in the City of Cedar Falls, Iowa, to be effective on January 1, 2026.

SECTION 2. DISTRIBUTION

The revenue generated by the imposition of the local sales and services tax shall be allocated by the City of Cedar Falls, Iowa, as follows:

One hundred percent (100%) of the revenue generated in the City of Cedar Falls, Iowa, during each fiscal year from said local sales and services tax is to be allocated for reconstruction/repair/replacement of existing streets, curbs, structures, storm sewers and sanitary sewers as they relate to streets within the corporate limits of the City of Cedar Falls, Iowa.

The funds received from the local sales and services tax shall be considered additional funds which are allocated only for reconstruction/repair/replacement of existing streets, curbs, structures, storm sewers and sanitary sewers as they relate to streets and not as replacement funds for the present funding levels as authorized by the City Council of Cedar Falls, Iowa, nor for widening of or creation of new streets.

The funds received from the local sales and services tax shall be placed in a separate account solely devoted to street repair and replacement and have all interest income generated by the temporary investment of tax proceeds credited to this special account.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel A. Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

DAILY INVOICES FOR 01/16/24 COUNCIL MEETING

Item 28.

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 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP	PO	ACCTG	----	TRANSACTION	----	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	POST	DT
FUND 101 GENERAL FUND								
101-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE								
984		06/24	AP	12/07/23	0007216	IOWA DEPT.OF REVENUE MONTHLY SALES TAX	3,064.45	01/03/24
ACCOUNT TOTAL						3,064.45	.00	3,064.45
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
984		06/24	AP	12/29/23	0007222	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	32.87	01/03/24
984		06/24	AP	12/29/23	0007222	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	67.28	01/03/24
ACCOUNT TOTAL						100.15	.00	100.15
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES								
984		06/24	AP	12/29/23	0007212	FARMERS STATE BANK OUTGOING WIRE FEE	20.00	01/03/24
984		06/24	AP	12/27/23	0007211	FARMERS STATE BANK VOYA OUTGOING WIRE	20.00	01/03/24
984		06/24	AP	12/13/23	0007210	FARMERS STATE BANK VOYA OUTGOING WIRE	20.00	01/03/24
ACCOUNT TOTAL						60.00	.00	60.00
101-1038-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
984		06/24	AP	12/29/23	0007222	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	23.50	01/03/24
ACCOUNT TOTAL						23.50	.00	23.50
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105								
984		06/24	AP	12/06/23	0007219	ISOLVED BENEFIT SERVICES, INC CAFE ADMIN FEE-NOV'23	727.95	01/03/24
ACCOUNT TOTAL						727.95	.00	727.95
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
984		06/24	AP	12/29/23	0007222	ISOLVED BENEFIT SERVICES, INC HEALTH INS REIMBURSEMENT	9.33	01/03/24
ACCOUNT TOTAL						9.33	.00	9.33
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
860		07/24	AP	11/29/23	0399531	OFFICE EXPRESS OFFICE PRODUCT	46.35	12/28/23

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GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued									
		AA & AAA BATTERIES, DRY				ERASE MARKERS & ERASER			
						ACCOUNT TOTAL	46.35	.00	46.35
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE									
861		07/24 AP 11/26/23 0399535				QUADIENT FINANCE USA, INC. POSTAGE	310.00		12/28/23
						ACCOUNT TOTAL	310.00	.00	310.00
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
861		07/24 AP 12/12/23 0399528				GORDON FLESCH COMPANY INC COPIER CONTRACT 015-1483981-000	977.87		12/28/23
						ACCOUNT TOTAL	977.87	.00	977.87
101-1060-423.85-01 UTILITIES / UTILITIES									
860		07/24 AP 12/05/23 0399523				CEDAR FALLS UTILITIES LIBRARY UTILITIES	3,959.52		12/28/23
						ACCOUNT TOTAL	3,959.52	.00	3,959.52
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
861		07/24 AP 12/22/23 0399518				ARAMARK LIBRARY MAT SERVICE	23.55		12/28/23
861		07/24 AP 12/17/23 0399536				QUADIENT, INC. QUADIENT METER RENTAL 01/16/24-04/15/24	60.00		12/28/23
860		07/24 AP 12/08/23 0399518				ARAMARK LIBRARY MAT SERVICE	23.55		12/28/23
984		06/24 AP 12/04/23 0007236				PROFESSIONAL SOLUTIONS NOVEMBER CREDIT CARD FEES	21.83		01/03/24
861		07/24 AP 12/01/23 0399516				ADVANCED BUSINESS SYSTEMS, IN ANNUAL MAINTENANCE FEE 12/26/23-12/25/24	275.00		12/28/23
						ACCOUNT TOTAL	403.93	.00	403.93
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
860		07/24 AP 12/01/23 0399520				BAKER & TAYLOR BOOKS ADULT BOOKS(MEM STUENKEL)	8.97		12/28/23
						ACCOUNT TOTAL	8.97	.00	8.97
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									

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ACCOUNT ACTIVITY LISTING

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM						continued			
861		07/24 AP		12/18/23	0399534	PRINT INNOVATIONS	260.00		12/28/23
						FOTL:YOUTH-CFPL LOGO			
860		07/24 AP		12/01/23	0399520	BAKER & TAYLOR BOOKS	72.16		12/28/23
						FOTL:ADULT-ADULT BOOKS			
861		07/24 AP		11/20/23	0399525	CHICAGO DISTRIBUTION CENTER	15.74		12/28/23
						FOTL:ADULT-ALA BOOKMARKS			
861		07/24 AP		10/10/23	0399537	SCHOLASTIC, INC.	2,662.40		12/28/23
						FOTL:YOUTH-CVYR BOOKS			
						ACCOUNT TOTAL	3,010.30	.00	3,010.30
101-1060-423.93-01 EQUIPMENT / EQUIPMENT									
861		07/24 AP		11/02/23	0399516	ADVANCED BUSINESS SYSTEMS, IN	1,481.00		12/28/23
						IX-3 POSTAGE MACHINE			
						ACCOUNT TOTAL	1,481.00	.00	1,481.00
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP									
861		07/24 AP		12/19/23	0399526	DEMCO, INC	7,957.11		12/28/23
						BOOK CARTS & DISPLAY SIGNS			
860		07/24 AP		11/30/23	0399538	SHOWCASES	926.00		12/28/23
						12 CD ALBUMS (X100) & DOUBLE CD PAGES (X500)			
860		07/24 AP		11/29/23	0399538	SHOWCASES	767.24		12/28/23
						2-DISC, 3-DISC, & 4-DISC DVD CASES			
860		07/24 AP		11/29/23	0399538	SHOWCASES	61.25		12/28/23
						PLAYSTATION 4 CASES			
861		07/24 AP		11/21/23	0399522	BRODART CO.	659.14		12/28/23
						9.5X6" BOOK COVERS & 12" BOOK COVER ROLLS			
860		07/24 AP		11/16/23	0399538	SHOWCASES	400.14		12/28/23
						12 DISC CD ALBUMS (X50)			
						ACCOUNT TOTAL	10,770.88	.00	10,770.88
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
861		07/24 AP		12/18/23	0399520	BAKER & TAYLOR BOOKS	309.63		12/28/23
						ADULT BOOKS			
860		07/24 AP		12/13/23	0399520	BAKER & TAYLOR BOOKS	245.72		12/28/23
						ADULT BOOKS			
860		07/24 AP		12/13/23	0399520	BAKER & TAYLOR BOOKS	725.15		12/28/23
						ADULT BOOKS			
860		07/24 AP		12/12/23	0399520	BAKER & TAYLOR BOOKS	471.79		12/28/23
						ADULT BOOKS			
860		07/24 AP		12/11/23	0399520	BAKER & TAYLOR BOOKS	538.69		12/28/23
						ADULT BOOKS			
860		07/24 AP		12/11/23	0399520	BAKER & TAYLOR BOOKS	126.52		12/28/23
						ADULT BOOKS			

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GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued			
860		07/24	AP	12/05/23	0399520	BAKER & TAYLOR BOOKS ADULT BOOKS	160.23		12/28/23
860		07/24	AP	12/01/23	0399520	BAKER & TAYLOR BOOKS ADULT BOOKS	196.86		12/28/23
860		07/24	AP	12/01/23	0399520	BAKER & TAYLOR BOOKS 3RD AGE BOOKS	51.68		12/28/23
860		07/24	AP	11/30/23	0399520	BAKER & TAYLOR BOOKS ADULT BOOKS	784.72		12/28/23
860		07/24	AP	11/29/23	0399520	BAKER & TAYLOR BOOKS ADULT BOOKS	550.04		12/28/23
860		07/24	AP	11/27/23	0399520	BAKER & TAYLOR BOOKS ADULT BOOKS	528.90		12/28/23
860		07/24	AP	11/21/23	0399520	BAKER & TAYLOR BOOKS ADULT BOOKS	31.92		12/28/23
ACCOUNT TOTAL							4,721.85	.00	4,721.85
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									
861		07/24	AP	12/20/23	0399520	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	330.55		12/28/23
861		07/24	AP	12/18/23	0399520	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	42.16		12/28/23
860		07/24	AP	12/13/23	0399520	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	118.90		12/28/23
860		07/24	AP	12/12/23	0399520	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	21.59		12/28/23
860		07/24	AP	12/11/23	0399520	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	15.58		12/28/23
860		07/24	AP	12/05/23	0399520	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	23.40		12/28/23
860		07/24	AP	12/01/23	0399520	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	33.62		12/28/23
860		07/24	AP	12/01/23	0399520	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	1,066.93		12/28/23
860		07/24	AP	11/27/23	0399520	BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	27.53		12/28/23
ACCOUNT TOTAL							1,680.26	.00	1,680.26
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
861		07/24	AP	12/18/23	0399520	BAKER & TAYLOR BOOKS YOUTH BOOKS	39.85		12/28/23
861		07/24	AP	12/14/23	0399520	BAKER & TAYLOR BOOKS YOUTH BOOKS	925.19		12/28/23
860		07/24	AP	12/13/23	0399520	BAKER & TAYLOR BOOKS YOUTH BOOKS	90.42		12/28/23
860		07/24	AP	12/12/23	0399520	BAKER & TAYLOR BOOKS	31.91		12/28/23

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GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

FUND 101 GENERAL FUND									
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS continued									
860		07/24 AP		12/11/23	0399520	BAKER & TAYLOR BOOKS	114.91		12/28/23
		YOUTH BOOKS							
860		07/24 AP		12/05/23	0399520	BAKER & TAYLOR BOOKS	35.92		12/28/23
		YOUTH BOOKS							
860		07/24 AP		12/01/23	0399520	BAKER & TAYLOR BOOKS	298.46		12/28/23
		YOUTH BOOKS							
860		07/24 AP		11/30/23	0399520	BAKER & TAYLOR BOOKS	1,011.63		12/28/23
		YOUTH BOOKS							
860		07/24 AP		11/29/23	0399520	BAKER & TAYLOR BOOKS	1,105.06		12/28/23
		YOUTH BOOKS							
860		07/24 AP		11/27/23	0399520	BAKER & TAYLOR BOOKS	19.97		12/28/23
		YOUTH BOOKS							
ACCOUNT TOTAL							3,673.32	.00	3,673.32
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS									
861		07/24 AP		12/18/23	0399520	BAKER & TAYLOR BOOKS	39.99		12/28/23
		LARGE PRINT BOOKS							
860		07/24 AP		12/13/23	0399520	BAKER & TAYLOR BOOKS	35.99		12/28/23
		LARGE PRINT BOOKS							
860		07/24 AP		12/13/23	0399520	BAKER & TAYLOR BOOKS	83.18		12/28/23
		LARGE PRINT BOOKS							
860		07/24 AP		12/11/23	0399520	BAKER & TAYLOR BOOKS	55.39		12/28/23
		LARGE PRINT BOOKS							
860		07/24 AP		12/11/23	0399520	BAKER & TAYLOR BOOKS	29.52		12/28/23
		LARGE PRINT BOOKS							
860		07/24 AP		12/05/23	0399520	BAKER & TAYLOR BOOKS	20.40		12/28/23
		LARGE PRINT BOOKS							
860		07/24 AP		12/01/23	0399520	BAKER & TAYLOR BOOKS	74.98		12/28/23
		LARGE PRINT BOOKS							
860		07/24 AP		12/01/23	0399524	CENTER POINT LARGE PRINT	49.14		12/28/23
		LARGE PRINT BOOKS							
860		07/24 AP		11/30/23	0399520	BAKER & TAYLOR BOOKS	193.03		12/28/23
		LARGE PRINT BOOKS							
860		07/24 AP		11/29/23	0399520	BAKER & TAYLOR BOOKS	37.20		12/28/23
		LARGE PRINT BOOKS							
860		07/24 AP		11/27/23	0399520	BAKER & TAYLOR BOOKS	120.23		12/28/23
		LARGE PRINT BOOKS							
ACCOUNT TOTAL							739.05	.00	739.05
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO									
861		07/24 AP		12/20/23	0399521	BAKER & TAYLOR ENTERTAINMENT	11.89		12/28/23
		ADULT CD MUSIC							
861		07/24 AP		12/18/23	0399520	BAKER & TAYLOR BOOKS	24.74		12/28/23
		ADULT CD BOOKS							

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION---	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO continued											
860		07/24	AP	12/13/23	0399520		BAKER & TAYLOR BOOKS	178.13			12/28/23
							ADULT CD BOOKS				
860		07/24	AP	12/13/23	0399520		BAKER & TAYLOR BOOKS	21.99			12/28/23
							ADULT CD BOOKS				
860		07/24	AP	12/13/23	0399521		BAKER & TAYLOR ENTERTAINMENT	12.73			12/28/23
							ADULT CD MUSIC				
860		07/24	AP	12/12/23	0399520		BAKER & TAYLOR BOOKS	24.75			12/28/23
							ADULT CD BOOKS				
860		07/24	AP	12/05/23	0399520		BAKER & TAYLOR BOOKS	43.98			12/28/23
							ADULT CD BOOKS				
860		07/24	AP	12/01/23	0399520		BAKER & TAYLOR BOOKS	21.99			12/28/23
							ADULT CD BOOKS				
860		07/24	AP	11/29/23	0399520		BAKER & TAYLOR BOOKS	41.24			12/28/23
							ADULT CD BOOKS				
860		07/24	AP	11/27/23	0399520		BAKER & TAYLOR BOOKS	19.25			12/28/23
							ADULT CD BOOKS				
							ACCOUNT TOTAL	400.69	.00	400.69	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO											
861		07/24	AP	12/20/23	0399521		BAKER & TAYLOR ENTERTAINMENT	92.32			12/28/23
							ADULT VIDEOS				
861		07/24	AP	12/19/23	0399521		BAKER & TAYLOR ENTERTAINMENT	227.27			12/28/23
							ADULT VIDEOS				
860		07/24	AP	12/13/23	0399521		BAKER & TAYLOR ENTERTAINMENT	185.42			12/28/23
							ADULT VIDEOS				
860		07/24	AP	12/05/23	0399521		BAKER & TAYLOR ENTERTAINMENT	17.49			12/28/23
							ADULT VIDEOS				
860		07/24	AP	12/04/23	0399521		BAKER & TAYLOR ENTERTAINMENT	108.45			12/28/23
							ADULT VIDEOS				
860		07/24	AP	11/27/23	0399521		BAKER & TAYLOR ENTERTAINMENT	164.39			12/28/23
							ADULT VIDEOS				
860		07/24	AP	11/22/23	0399521		BAKER & TAYLOR ENTERTAINMENT	72.76			12/28/23
							ADULT VIDEOS				
							ACCOUNT TOTAL	868.10	.00	868.10	
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES											
860		07/24	AP	09/20/23	0399529		INGRAM ENTERTAINMENT INC.	145.42			12/28/23
							ADULT VIDEO GAMES				
860		07/24	AP	09/20/23	0399529		INGRAM ENTERTAINMENT INC.	740.65			12/28/23
							YOUNG ADULT VIDEO GAMES				
							ACCOUNT TOTAL	886.07	.00	886.07	
101-1061-423.89-29 MISCELLANEOUS SERVICES / NEWSPAPERS											

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-29 MISCELLANEOUS SERVICES / NEWSPAPERS						continued			
860		07/24	AP	12/05/23	0399527	GAZETTE COMMUNICATIONS, INC. THE GAZETTE 1 YEAR SUB.	452.40		12/28/23
ACCOUNT TOTAL							452.40	.00	452.40
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS									
860		07/24	AP	12/12/23	0399517	AMERICAN LIBRARY ASSOCIATION SUBSCRIPTION RENEWAL 1 YR	80.00		12/28/23
ACCOUNT TOTAL							80.00	.00	80.00
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO									
860		07/24	AP	12/08/23	0399530	MIDWEST TAPE, LLC YOUTH VIDEOS	44.98		12/28/23
860		07/24	AP	12/01/23	0399530	MIDWEST TAPE, LLC YOUTH VIDEOS	125.18		12/28/23
860		07/24	AP	11/29/23	0399533	PLAYAWAY PRODUCTS YOUTH LAUNCHPADS	736.20		12/28/23
860		07/24	AP	11/22/23	0399530	MIDWEST TAPE, LLC YOUTH VIDEOS	5.24		12/28/23
ACCOUNT TOTAL							911.60	.00	911.60
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO									
860		07/24	AP	12/11/23	0399520	BAKER & TAYLOR BOOKS YOUNG ADULT MP3S	54.98		12/28/23
860		07/24	AP	12/01/23	0399520	BAKER & TAYLOR BOOKS YOUNG ADULT CD BOOKS	30.79		12/28/23
860		07/24	AP	11/29/23	0399533	PLAYAWAY PRODUCTS YOUNG ADULT PLAYAWAYS	224.99		12/28/23
ACCOUNT TOTAL							310.76	.00	310.76
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS									
861		07/24	AP	12/20/23	0399532	OVERDRIVE, INC. ADULT E-BOOKS	335.47		12/28/23
861		07/24	AP	12/20/23	0399532	OVERDRIVE, INC. ADULT AUDIO BOOKS	711.12		12/28/23
861		07/24	AP	12/18/23	0399532	OVERDRIVE, INC. ADULT E-BOOKS	284.42		12/28/23
861		07/24	AP	12/18/23	0399532	OVERDRIVE, INC. ADULT AUDIO BOOKS	464.19		12/28/23
861		07/24	AP	12/15/23	0399532	OVERDRIVE, INC. ADULT E-BOOKS	146.63		12/28/23
861		07/24	AP	12/15/23	0399532	OVERDRIVE, INC.	323.28		12/28/23

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FUND 101 GENERAL FUND										
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS						continued				
						ADULT AUDIO BOOKS				
861		07/24 AP		12/14/23	0399532	OVERDRIVE, INC.	27.98			12/28/23
						ADULT E-BOOKS				
860		07/24 AP		12/12/23	0399532	OVERDRIVE, INC.	17.99			12/28/23
						ADULT E-BOOKS				
860		07/24 AP		12/11/23	0399532	OVERDRIVE, INC.	245.32			12/28/23
						ADULT E-BOOKS				
860		07/24 AP		12/11/23	0399532	OVERDRIVE, INC.	352.09			12/28/23
						ADULT AUDIO BOOKS				
860		07/24 AP		12/11/23	0399532	OVERDRIVE, INC.	196.73			12/28/23
						ADULT E-BOOKS				
860		07/24 AP		12/11/23	0399532	OVERDRIVE, INC.	45.00			12/28/23
						ADULT AUDIO BOOKS				
860		07/24 AP		12/05/23	0399532	OVERDRIVE, INC.	195.87			12/28/23
						ADULT E-BOOKS				
860		07/24 AP		12/05/23	0399532	OVERDRIVE, INC.	65.00			12/28/23
						ADULT AUDIO BOOKS				
860		07/24 AP		12/03/23	0399532	OVERDRIVE, INC.	341.36			12/28/23
						ADULT E-BOOKS				
860		07/24 AP		12/03/23	0399532	OVERDRIVE, INC.	277.32			12/28/23
						ADULT AUDIO BOOKS				
860		07/24 AP		12/03/23	0399532	OVERDRIVE, INC.	80.48			12/28/23
						ADULT E-BOOKS				
860		07/24 AP		12/03/23	0399532	OVERDRIVE, INC.	140.35			12/28/23
						ADULT AUDIO BOOKS				
860		07/24 AP		11/28/23	0399532	OVERDRIVE, INC.	455.96			12/28/23
						ADULT E-BOOKS				
860		07/24 AP		11/28/23	0399532	OVERDRIVE, INC.	1,192.92			12/28/23
						ADULT AUDIO BOOKS				
860		07/24 AP		11/28/23	0399532	OVERDRIVE, INC.	124.50			12/28/23
						ADULT E-BOOKS				
860		07/24 AP		11/28/23	0399532	OVERDRIVE, INC.	103.00			12/28/23
						ADULT AUDIO BOOKS				
860		07/24 AP		11/27/23	0399532	OVERDRIVE, INC.	1,156.04			12/28/23
						ADULT E-BOOKS				
860		07/24 AP		11/27/23	0399532	OVERDRIVE, INC.	2,148.83			12/28/23
						ADULT AUDIO BOOKS				
						ACCOUNT TOTAL	9,431.85	.00	9,431.85	
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS										
860		07/24 AP		11/30/23	0399532	OVERDRIVE, INC.	43.99			12/28/23
						YOUNG ADULT E-BOOKS				
860		07/24 AP		11/30/23	0399532	OVERDRIVE, INC.	79.99			12/28/23
						YOUNG ADULT AUDIO BOOKS				
860		07/24 AP		11/28/23	0399532	OVERDRIVE, INC.	546.43			12/28/23
						YOUNG ADULT E-BOOKS				
860		07/24 AP		11/28/23	0399532	OVERDRIVE, INC.	404.50			12/28/23

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

FUND 101 GENERAL FUND									
101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS continued									
									POST DT
					ACCOUNT TOTAL	1,074.91	.00	1,074.91	
101-1199-421.31-11					HUMAN DEVELOPMENT GRANTS / CULTURAL-VNDR COMMISSIONS				
1116		07/24 AP		12/30/23	0399512 FULCHER, INDONESIA	101.50			01/04/24
					"LA PORTE" ART SALE				
					ACCOUNT TOTAL	101.50	.00	101.50	
101-1199-441.81-03					PROFESSIONAL SERVICES / RECORDING FEES				
1057		06/24 AP		12/21/23	0399501 BLACK HAWK CO.RECORDER	12.00			12/27/23
					RCD:DEED W/OUT WARRANTY CEDAR FALLS PARTNERS				
1057		06/24 AP		12/21/23	0399501 BLACK HAWK CO.RECORDER	5.00			12/27/23
					RCD:DEED FEE CEDAR FALLS PARTNERS				
					ACCOUNT TOTAL	17.00	.00	17.00	
101-1199-441.89-13					MISCELLANEOUS SERVICES / CONTINGENCY				
1077		06/24 AP		12/20/23	0399506 CEDAR FALLS UTILITIES	58.71			12/29/23
					UTILITIES THRU 12/20/23				
984		06/24 AP		12/04/23	0007227 PROFESSIONAL SOLUTIONS	31.80			01/03/24
					NOVEMBER CREDIT CARD FEES				
					ACCOUNT TOTAL	90.51	.00	90.51	
101-1199-441.89-14					MISCELLANEOUS SERVICES / REFUNDS				
1059		06/24 AP		10/12/22	0397803 RUTH WALKER		52.00		12/27/23
					VOID CHECK-LOST CHECK REFUND-RECORDING FEES				
					ACCOUNT TOTAL	.00	52.00	52.00	
101-2235-412.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT				
984		06/24 AP		12/29/23	0007222 ISOLVED BENEFIT SERVICES, INC	409.36			01/03/24
					HEALTH INS REIMBURSEMENT				
					ACCOUNT TOTAL	409.36	.00	409.36	
101-2235-412.89-15					MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
984		06/24 AP		12/05/23	0007200 AUTHORIZE.NET	5.00			01/03/24
					FRAUD DETECTION FEE-LAMA				
984		06/24 AP		12/04/23	0007231 PROFESSIONAL SOLUTIONS	1,299.99			01/03/24
					NOVEMBER CREDIT CARD FEES				

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2235-412.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES	continued		
984		06/24	AP	12/04/23	0007232	PROFESSIONAL SOLUTIONS	367.33		01/03/24
						NOVEMBER CREDIT CARD FEES			
						ACCOUNT TOTAL	1,672.32	.00	1,672.32
101-2253-423.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
984		06/24	AP	12/29/23	0007222	ISOLVED BENEFIT SERVICES, INC	115.98		01/03/24
						HEALTH INS REIMBURSEMENT			
						ACCOUNT TOTAL	115.98	.00	115.98
101-2253-423.85-01						UTILITIES / UTILITIES			
1077		06/24	AP	12/20/23	0399506	CEDAR FALLS UTILITIES	147.62		12/29/23
						UTILITIES THRU 12/20/23			
						ACCOUNT TOTAL	147.62	.00	147.62
101-2253-423.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES			
984		06/24	AP	12/04/23	0007234	PROFESSIONAL SOLUTIONS	7.95		01/03/24
						NOVEMBER CREDIT CARD FEES			
984		06/24	AP	12/04/23	0007235	PROFESSIONAL SOLUTIONS	7.95		01/03/24
						NOVEMBER CREDIT CARD FEES			
984		06/24	AP	12/04/23	0007237	PROFESSIONAL SOLUTIONS	1,071.47		01/03/24
						NOVEMBER CREDIT CARD FEES			
984		06/24	AP	12/04/23	0007228	PROFESSIONAL SOLUTIONS	42.24		01/03/24
						NOVEMBER CREDIT CARD FEES			
						ACCOUNT TOTAL	1,129.61	.00	1,129.61
101-2280-423.89-14						MISCELLANEOUS SERVICES / REFUNDS			
1116		07/24	AP	01/02/24	0399511	ANN THOMAS	250.00		01/04/24
						REFUND-SECURITY DEPOSIT			
						ACCOUNT TOTAL	250.00	.00	250.00
101-2280-423.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES			
984		06/24	AP	12/04/23	0007229	PROFESSIONAL SOLUTIONS	38.38		01/03/24
						NOVEMBER CREDIT CARD FEES			
984		06/24	AP	12/04/23	0007228	PROFESSIONAL SOLUTIONS	49.67		01/03/24
						NOVEMBER CREDIT CARD FEES			
						ACCOUNT TOTAL	88.05	.00	88.05

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-4511-414.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
984		06/24	AP	12/29/23	0007222	ISOLVED BENEFIT SERVICES, INC	20.00		01/03/24
						HEALTH INS REIMBURSEMENT			
						ACCOUNT TOTAL	20.00	.00	20.00
101-4511-414.85-01						UTILITIES / UTILITIES			
1077		06/24	AP	12/20/23	0399506	CEDAR FALLS UTILITIES	5.25		12/29/23
						UTILITIES THRU 12/20/23			
						ACCOUNT TOTAL	5.25	.00	5.25
101-5521-415.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
984		06/24	AP	12/29/23	0007222	ISOLVED BENEFIT SERVICES, INC	398.57		01/03/24
						HEALTH INS REIMBURSEMENT			
						ACCOUNT TOTAL	398.57	.00	398.57
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1077		06/24	AP	12/20/23	0399506	CEDAR FALLS UTILITIES	36.03		12/29/23
						UTILITIES THRU 12/20/23			
						ACCOUNT TOTAL	36.03	.00	36.03
101-5521-415.72-08						OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT			
1077		06/24	AP	12/10/23	0399509	U.S. CELLULAR	94.32		12/29/23
						COVERT CAMERA CELL PLAN 12/09/23-01/08/24			
						ACCOUNT TOTAL	94.32	.00	94.32
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
1140		07/24	AP	12/15/23	0399540	HOWARD, MARK A.	46.10		01/08/24
						RMB:MEALS-ILEA GRADUATION JOHNSTON,BECKNER/SMITH			
						ACCOUNT TOTAL	46.10	.00	46.10
101-5521-415.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES			
984		06/24	AP	12/04/23	0007226	PROFESSIONAL SOLUTIONS	35.56		01/03/24
						NOVEMBER CREDIT CARD FEES			
984		06/24	AP	12/04/23	0007227	PROFESSIONAL SOLUTIONS	3.08		01/03/24
						NOVEMBER CREDIT CARD FEES			
						ACCOUNT TOTAL	38.64	.00	38.64

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NBR	NBR	PER.	CD	DATE	NUMBER				POST DT
FUND 101 GENERAL FUND									
101-6613-433.85-01						UTILITIES / UTILITIES			
1077		06/24	AP	12/20/23	0399506	CEDAR FALLS UTILITIES	583.24		12/29/23
						UTILITIES THRU 12/20/23			
						ACCOUNT TOTAL	583.24	.00	583.24
101-6616-446.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
984		06/24	AP	12/29/23	0007222	ISOLVED BENEFIT SERVICES, INC	63.24		01/03/24
						HEALTH INS REIMBURSEMENT			
						ACCOUNT TOTAL	63.24	.00	63.24
101-6623-423.85-01						UTILITIES / UTILITIES			
1077		06/24	AP	12/20/23	0399506	CEDAR FALLS UTILITIES	319.25		12/29/23
						UTILITIES THRU 12/20/23			
						ACCOUNT TOTAL	319.25	.00	319.25
101-6625-432.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
984		06/24	AP	12/29/23	0007222	ISOLVED BENEFIT SERVICES, INC	19.79		01/03/24
						HEALTH INS REIMBURSEMENT			
984		06/24	AP	12/29/23	0007222	ISOLVED BENEFIT SERVICES, INC	114.04		01/03/24
						HEALTH INS REIMBURSEMENT			
						ACCOUNT TOTAL	133.83	.00	133.83
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE			
1116		07/24	AP	12/20/23	0399513	MIDAMERICAN ENERGY	10.33		01/04/24
						FINCHFORD RIVER GAUGE			
						11/17-12/20/23			
						ACCOUNT TOTAL	10.33	.00	10.33
101-6625-432.83-07						TRANSPORTATION&EDUCATION / REGISTRATIONS			
1140		07/24	AP	01/04/24	0399541	IOWA CONCRETE PAVING ASSN.	60.00		01/08/24
						REG:AWARDS LUNCHEON-TOLAN			
1140		07/24	AP	01/04/24	0399541	IOWA CONCRETE PAVING ASSN.	60.00		01/08/24
						REG:AWARDS LUNCHEON-WICKE			
						DES MOINES			
						ACCOUNT TOTAL	120.00	.00	120.00
101-6633-423.85-01						UTILITIES / UTILITIES			
1077		06/24	AP	12/20/23	0399506	CEDAR FALLS UTILITIES	900.05		12/29/23
						UTILITIES THRU 12/20/23			
						ACCOUNT TOTAL	900.05	.00	900.05

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 101	GENERAL FUND							
					FUND TOTAL	56,975.86	52.00	56,923.86
FUND 203	TAX INCREMENT FINANCING							
FUND 206	STREET CONSTRUCTION FUND							
206-6637-436.72-56	OPERATING SUPPLIES /				FLOOD CONTROL			
1077	06/24 AP			12/20/23	0399506 CEDAR FALLS UTILITIES	126.67		12/29/23
					UTILITIES THRU 12/20/23			
					ACCOUNT TOTAL	126.67	.00	126.67
206-6647-436.85-01	UTILITIES / UTILITIES							
1077	06/24 AP			12/20/23	0399506 CEDAR FALLS UTILITIES	703.99		12/29/23
					UTILITIES THRU 12/20/23			
					ACCOUNT TOTAL	703.99	.00	703.99
					FUND TOTAL	830.66	.00	830.66
FUND 215	HOSPITAL FUND							
FUND 216	POLICE BLOCK GRANT FUND							
FUND 217	SECTION 8 HOUSING FUND							
217-2214-432.89-61	MISCELLANEOUS SERVICES /				HOUS.ASSIST PMTS-OCCUPIED			
1078	07/24 AP			01/01/24	0039920 BAUCH, JAMES C	495.00		12/29/23
					HAP_Lewis H 012024			
1078	07/24 AP			01/01/24	0039969 RINNELS, DOUGLAS G.	850.00		12/29/23
					HAP_Hoffman K 012024			
1078	07/24 AP			01/01/24	0039969 RINNELS, DOUGLAS G.	267.00		12/29/23
					HAP_Wierck L 012024			
1078	07/24 AP			01/01/24	0039927 CHESTNUT, SHAWN	522.00		12/29/23
					HAP_Chestnut N 012024			
1078	07/24 AP			01/01/24	0039935 EXCEPTIONAL PERSONS,INC.	403.00		12/29/23
					HAP_Blake M 012024			
1078	07/24 AP			01/01/24	0039935 EXCEPTIONAL PERSONS,INC.	105.00		12/29/23
					HAP_Houdek C 012024			
1078	07/24 AP			01/01/24	0039935 EXCEPTIONAL PERSONS,INC.	290.00		12/29/23
					HAP_Poldberg J 012024			
1078	07/24 AP			01/01/24	0039935 EXCEPTIONAL PERSONS,INC.	354.00		12/29/23
					HAP_Nissen A 012024			
1078	07/24 AP			01/01/24	0039935 EXCEPTIONAL PERSONS,INC.	396.00		12/29/23
					HAP_Myers J 012024			
1078	07/24 AP			01/01/24	0039935 EXCEPTIONAL PERSONS,INC.	405.00		12/29/23
					HAP_Moore M 012024			
1078	07/24 AP			01/01/24	0039935 EXCEPTIONAL PERSONS,INC.	386.00		12/29/23
					HAP_Anderson B 012024			
1078	07/24 AP			01/01/24	0039941 GOLD FALLS VILLA	441.00		12/29/23
					HAP_Shuman J 012024			

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								POST DT
FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED					continued			
1078		07/24	AP	01/01/24	0039939	GEELAN, JOSEPH N.	349.00	12/29/23
		HAP Becker T 012024						
1078		07/24	AP	01/01/24	0039939	GEELAN, JOSEPH N.	361.00	12/29/23
		HAP Juhl A 012024						
1078		07/24	AP	01/01/24	0039943	GRAY, LEROY L. OR CAROLYN K.	800.00	12/29/23
		HAP Mullins J 012024						
1078		07/24	AP	01/01/24	0039918	BARTELT PROPERTIES L.C.	550.00	12/29/23
		HAP Luck L 012024						
1078		07/24	AP	01/01/24	0039918	BARTELT PROPERTIES L.C.	473.00	12/29/23
		HAP Woodward C 012024						
1078		07/24	AP	01/01/24	0039918	BARTELT PROPERTIES L.C.	1,050.00	12/29/23
		HAP Avino G 012024						
1078		07/24	AP	01/01/24	0039978	VALDIVIA, OSCAR J.	1,049.00	12/29/23
		HAP Davis C 012024						
1078		07/24	AP	01/01/24	0039982	WILKEN PROPERTIES, LLC	860.00	12/29/23
		HAP Barfels K 012024						
1078		07/24	AP	01/01/24	0039982	WILKEN PROPERTIES, LLC	405.00	12/29/23
		HAP Andersen L 012024						
1078		07/24	AP	01/01/24	0039967	PURDY PROPERTIES, LLC	932.00	12/29/23
		HAP Cummings A 012024						
1078		07/24	AP	01/01/24	0039921	BETH N BROS LLC	838.00	12/29/23
		HAP Beaman D 012024						
1078		07/24	AP	01/01/24	0039931	D & J PROPERTIES	550.00	12/29/23
		HAP Grant F 012024						
1078		07/24	AP	01/01/24	0039931	D & J PROPERTIES	705.00	12/29/23
		HAP Sumerall T 012024						
1078		07/24	AP	01/01/24	0039931	D & J PROPERTIES	325.00	12/29/23
		HAP Rogers S 012024						
1078		07/24	AP	01/01/24	0039931	D & J PROPERTIES	775.00	12/29/23
		HAP Mitchell L 012024						
1078		07/24	AP	01/01/24	0039931	D & J PROPERTIES	775.00	12/29/23
		HAP Keys A 012024						
1078		07/24	AP	01/01/24	0039931	D & J PROPERTIES	770.00	12/29/23
		HAP Terry M 012024						
1078		07/24	AP	01/01/24	0039972	STANDARD FAMILY ASSIST.LIVING	242.00	12/29/23
		HAP Refshauge T 012024						
1078		07/24	AP	01/01/24	0039924	CEDAR APARTMENTS LLC	110.00	12/29/23
		HAP Becerra C 012024						
1078		07/24	AP	01/01/24	0039924	CEDAR APARTMENTS LLC	293.00	12/29/23
		HAP Groskurth D 012024						
1078		07/24	AP	01/01/24	0039937	FIRM FOUNDATION REAL ESTATE L	834.00	12/29/23
		HAP Brown D 012024						
1078		07/24	AP	01/01/24	0039974	SWEETING, LARRY	602.00	12/29/23
		HAP Schumacher D 012024						
1078		07/24	AP	01/01/24	0039929	CITY OF CARLSBAD	3,212.00	12/29/23
		HAP Levry S 012024						
1078		07/24	AP	01/01/24	0039948	HUNNY HOMES, LLC	800.00	12/29/23
		HAP Prior D 012024						
1078		07/24	AP	01/01/24	0039948	HUNNY HOMES, LLC	722.00	12/29/23

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									POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
1078				07/24	AP 01/01/24 0039948	HUNNY HOMES, LLC	716.00		12/29/23
1078				07/24	AP 01/01/24 0039949	IACE LINCOLN MHP LLC	358.00		12/29/23
1078				07/24	AP 01/01/24 0039949	IACE LINCOLN MHP LLC	498.00		12/29/23
1078				07/24	AP 01/01/24 0039949	IACE LINCOLN MHP LLC	373.00		12/29/23
1078				07/24	AP 01/01/24 0039949	IACE LINCOLN MHP LLC	625.00		12/29/23
1078				07/24	AP 01/01/24 0039981	WASSERFORT, JOAN K.	1,022.00		12/29/23
1078				07/24	AP 01/01/24 0039917	BARKER, CARMEN	292.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	49.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	289.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	546.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	574.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	447.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	538.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	609.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	522.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	467.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	363.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	546.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	542.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	370.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	293.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	276.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	540.00		12/29/23
1078				07/24	AP 01/01/24 0039964	PARK @ NINE23 MANOR	311.00		12/29/23

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	490.00			12/29/23
		HAP_Kelly K 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	481.00			12/29/23
		HAP_Brown G 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	604.00			12/29/23
		HAP_Bollman M 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	439.00			12/29/23
		HAP_Overkamp D 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	253.00			12/29/23
		HAP_Delos-Reyes M 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	540.00			12/29/23
		HAP_Miller M 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	464.00			12/29/23
		HAP_Deck J 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	160.00			12/29/23
		HAP_Welshans D 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	410.00			12/29/23
		HAP_Newell R 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	453.00			12/29/23
		HAP_Berger M 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	489.00			12/29/23
		HAP_Baker A 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	540.00			12/29/23
		HAP_Lang M 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	546.00			12/29/23
		HAP_Backhaus N 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	668.00			12/29/23
		HAP_Beebe B 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	540.00			12/29/23
		HAP_Kressley F 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	440.00			12/29/23
		HAP_Graas A 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	219.00			12/29/23
		HAP_Delamore Jr D 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	271.00			12/29/23
		HAP_Wagner K 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	496.00			12/29/23
		HAP_Fain S 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	514.00			12/29/23
		HAP_Schossow I 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	478.00			12/29/23
		HAP_Newson C 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	540.00			12/29/23
		HAP_Kenealy E 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	790.00			12/29/23
		HAP_Werner R 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	546.00			12/29/23
		HAP_Beck J 012024								
1078		07/24 AP		01/01/24	0039964	PARK @ NINE23 MANOR	674.00			12/29/23

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued									
					HAP_Ali V 012024				
1078		07/24	AP	01/01/24	0039964	PARK @ NINE23 MANOR	451.00	12/29/23	
					HAP_Sheppard L 012024				
1078		07/24	AP	01/01/24	0039964	PARK @ NINE23 MANOR	546.00	12/29/23	
					HAP_Quackenbush K 012024				
1078		07/24	AP	01/01/24	0039964	PARK @ NINE23 MANOR	244.00	12/29/23	
					HAP_Fremont G 012024				
1078		07/24	AP	01/01/24	0039964	PARK @ NINE23 MANOR	524.00	12/29/23	
					HAP_Sandahl R 012024				
1078		07/24	AP	01/01/24	0039964	PARK @ NINE23 MANOR	432.00	12/29/23	
					HAP_Hanson G 012024				
1078		07/24	AP	01/01/24	0039964	PARK @ NINE23 MANOR	434.00	12/29/23	
					HAP_Miller E 012024				
1078		07/24	AP	01/01/24	0039964	PARK @ NINE23 MANOR	447.00	12/29/23	
					HAP_Hansen T 012024				
1078		07/24	AP	01/01/24	0039964	PARK @ NINE23 MANOR	199.00	12/29/23	
					HAP_Meier R 012024				
1078		07/24	AP	01/01/24	0039964	PARK @ NINE23 MANOR	548.00	12/29/23	
					HAP_Price R 012024				
1078		07/24	AP	01/01/24	0039964	PARK @ NINE23 MANOR	426.00	12/29/23	
					HAP_Williamson P 012024				
1078		07/24	AP	01/01/24	0039964	PARK @ NINE23 MANOR	441.00	12/29/23	
					HAP_Barber D 012024				
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	483.00	12/29/23	
					HAP_Strickland L 012024				
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	238.00	12/29/23	
					HAP_Matthias L 012024				
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	473.00	12/29/23	
					HAP_Lebahn B 012024				
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	455.00	12/29/23	
					HAP_Stegen R 012024				
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	220.00	12/29/23	
					HAP_Stock M 012024				
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	342.00	12/29/23	
					HAP_Wray M 012024				
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	487.00	12/29/23	
					HAP_Greene L 012024				
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	544.00	12/29/23	
					HAP_Howe J 012024				
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	445.00	12/29/23	
					HAP_Hayden J 012024				
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	31.00	12/29/23	
					HAP_Lenz J 012024				
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	385.00	12/29/23	
					HAP_Shelton S 012024				
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	133.00	12/29/23	
					HAP_Brown J 012024				
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	191.00	12/29/23	
					HAP_Garvis C 012024				

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED					continued			
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	407.00	12/29/23
		HAP Lewis C 012024						
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	423.00	12/29/23
		HAP Huenefeld D 012024						
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	290.00	12/29/23
		HAP Wright S 012024						
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	431.00	12/29/23
		HAP Wright S 012024						
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	496.00	12/29/23
		HAP Lippert R 012024						
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	336.00	12/29/23
		HAP Birk J 012024						
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	336.00	12/29/23
		HAP Ford M 012024						
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	346.00	12/29/23
		HAP Mackie N 012024						
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	160.00	12/29/23
		HAP Voy M 012024						
1078		07/24	AP	01/01/24	0039977	THUNDER RIDGE SR.APARTMENTS L	141.00	12/29/23
		HAP Friedrich D 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	215.00	12/29/23
		HAP Havlik C 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	427.00	12/29/23
		HAP Temple S 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	540.00	12/29/23
		HAP Henderson D 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	492.00	12/29/23
		HAP Smith T 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	201.00	12/29/23
		HAP Vaughn S 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	494.00	12/29/23
		HAP Nelson B 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	251.00	12/29/23
		HAP Ford D 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	417.00	12/29/23
		HAP Swartley J 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	533.00	12/29/23
		HAP Ducharme T 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	462.00	12/29/23
		HAP Moore D 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	156.00	12/29/23
		HAP Porter J 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	328.00	12/29/23
		HAP Dixon S 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	405.00	12/29/23
		HAP Clark T 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	544.00	12/29/23
		HAP Prior L 012024						
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	243.00	12/29/23

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									POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
						HAP_Bradley J 012024			
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	426.00		12/29/23
						HAP_Gordon Jr. T 012024			
1078		07/24	AP	01/01/24	0039979	VILLAGE I AT NINE23 APARTMENT	490.00		12/29/23
						HAP_Dieken A 012024			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	123.00		12/29/23
						Barnes 7598128389			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	75.00		12/29/23
						Clinton 4729040291			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	119.00		12/29/23
						Prior 5694286669			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	231.00		12/29/23
						Santiago-Lebron 873557879			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	186.00		12/29/23
						Hoffman 1928441540			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	99.00		12/29/23
						Young 1995063175			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	104.00		12/29/23
						Mitchell 0876307197			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	64.00		12/29/23
						Keys 7930305447			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	81.00		12/29/23
						BALM 4535924167			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	50.00		12/29/23
						Jurries 7681775462			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	71.00		12/29/23
						Davis 1373345676			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	50.00		12/29/23
						Jordan 2080742555			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	73.00		12/29/23
						Mullins 9837918987			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	94.00		12/29/23
						Rule 9816666531			
1078		07/24	AP	01/01/24	0039925	CEDAR FALLS UTILITIES-SEC.8	17.00		12/29/23
						Hunt 8390315265			
1078		07/24	AP	01/01/24	0039957	MALBEC PROPERTIES, LLC	411.00		12/29/23
						HAP_Smith T 012024			
1078		07/24	AP	01/01/24	0039957	MALBEC PROPERTIES, LLC	544.00		12/29/23
						HAP_Tomlyanovich C 012024			
1078		07/24	AP	01/01/24	0039957	MALBEC PROPERTIES, LLC	567.00		12/29/23
						HAP_Hepker D 012024			
1078		07/24	AP	01/01/24	0039928	CHRISTOPHERSON RENTALS	572.00		12/29/23
						HAP_Williams L 012024			
1078		07/24	AP	01/01/24	0039928	CHRISTOPHERSON RENTALS	398.00		12/29/23
						HAP_Lam C 012024			
1078		07/24	AP	01/01/24	0039928	CHRISTOPHERSON RENTALS	658.00		12/29/23
						HAP_Ricks F 012024			
1078		07/24	AP	01/01/24	0039928	CHRISTOPHERSON RENTALS	158.00		12/29/23
						HAP_Hall T 012024			

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								POST DT
FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED					continued			
1078		07/24	AP	01/01/24	0039928	CHRISTOPHERSON RENTALS	543.00	12/29/23
		HAP Hoffert J 012024						
1078		07/24	AP	01/01/24	0039928	CHRISTOPHERSON RENTALS	215.00	12/29/23
		HAP Davis K 012024						
1078		07/24	AP	01/01/24	0039928	CHRISTOPHERSON RENTALS	582.00	12/29/23
		HAP Benson J 012024						
1078		07/24	AP	01/01/24	0039928	CHRISTOPHERSON RENTALS	31.00	12/29/23
		HAP Sherwood S 012024						
1078		07/24	AP	01/01/24	0039928	CHRISTOPHERSON RENTALS	512.00	12/29/23
		HAP Dyer A 012024						
1078		07/24	AP	01/01/24	0039928	CHRISTOPHERSON RENTALS	459.00	12/29/23
		HAP Ackerson B 012024						
1078		07/24	AP	01/01/24	0039928	CHRISTOPHERSON RENTALS	775.00	12/29/23
		HAP Hunt M 012024						
1078		07/24	AP	01/01/24	0039928	CHRISTOPHERSON RENTALS	167.00	12/29/23
		HAP Pellitteri A 012024						
1078		07/24	AP	01/01/24	0039966	PETERSEN, RANDEL	1,267.00	12/29/23
		HAP Brown S 012024						
1078		07/24	AP	01/01/24	0039934	EPM IOWA	633.00	12/29/23
		HAP Thompson T 012024						
1078		07/24	AP	01/01/24	0039932	DC MANAGEMENT, LLC	683.00	12/29/23
		HAP Strickland S 012024						
1078		07/24	AP	01/01/24	0039955	KROEMER, KRAIG	668.00	12/29/23
		HAP Chapman J 012024						
1078		07/24	AP	01/01/24	0039956	LEGACY RESIDENTIAL	363.00	12/29/23
		HAP Ross Z 012024						
1078		07/24	AP	01/01/24	0039956	LEGACY RESIDENTIAL	975.00	12/29/23
		HAP Jordan L 012024						
1078		07/24	AP	01/01/24	0039962	OWL INVESTMENTS, LLC	544.00	12/29/23
		HAP Schroeder S 012024						
1078		07/24	AP	01/01/24	0039930	CRESCENT CONDOMINIUMS, LLC	465.00	12/29/23
		HAP Lohr K 012024						
1078		07/24	AP	01/01/24	0039945	HARRINGTON'S RENTAL LLC	746.00	12/29/23
		HAP Larronda E 012024						
1078		07/24	AP	01/01/24	0039936	FERNHOLZ, KARI L.	1,140.00	12/29/23
		HAP Carlton D 012024						
1078		07/24	AP	01/01/24	0039970	ROGERS, DERICK	811.00	12/29/23
		HAP Sherwood J 012024						
1078		07/24	AP	01/01/24	0039970	ROGERS, DERICK	1,373.00	12/29/23
		HAP Santiago-Lebro 012024						
1078		07/24	AP	01/01/24	0039953	KAI, BRENT	284.00	12/29/23
		HAP Hamilton T 012024						
1078		07/24	AP	01/01/24	0039960	MORRIS, RICHARD R.	1,200.00	12/29/23
		HAP Young C 012024						
1078		07/24	AP	01/01/24	0039971	STAND FIRM PROPERTIES LLC	378.00	12/29/23
		HAP Rousseau G 012024						
1078		07/24	AP	01/01/24	0039971	STAND FIRM PROPERTIES LLC	484.00	12/29/23
		HAP Hodge G 012024						
1078		07/24	AP	01/01/24	0039984	WYMORE, LARRY R.	171.00	12/29/23

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FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued									
1078		HAP_Steinkamp K 012024		07/24 AP 01/01/24	0039984	WYMORE, LARRY R.	237.00		12/29/23
1078		HAP_MOFFETT J 012024		07/24 AP 01/01/24	0039951	JDR PROPERTIES, INC.	215.00		12/29/23
1078		HAP_Diaz J 012024		07/24 AP 01/01/24	0039952	JLL EXTENDED STAY INN	222.00		12/29/23
1078		HAP_Zanders D 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	340.00		12/29/23
1078		HAP_Saccento J 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	464.00		12/29/23
1078		HAP_Harken G 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	352.00		12/29/23
1078		HAP_Dzapo S 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	466.00		12/29/23
1078		HAP_Haug K 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	417.00		12/29/23
1078		HAP_Loffredo C 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	277.00		12/29/23
1078		HAP_Lane S 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	343.00		12/29/23
1078		HAP_Wilson J 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	411.00		12/29/23
1078		HAP_Billman D 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	415.00		12/29/23
1078		HAP_Cruise B 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	483.00		12/29/23
1078		HAP_Garrigus S 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	726.00		12/29/23
1078		HAP_Willis C 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	222.00		12/29/23
1078		HAP_O'dell J 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	390.00		12/29/23
1078		HAP_O'Brien N 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	25.00		12/29/23
1078		HAP_Hoodjer S 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	411.00		12/29/23
1078		HAP_Lam K 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	414.00		12/29/23
1078		HAP_Humphrey E 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	600.00		12/29/23
1078		HAP_BALM D 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	145.00		12/29/23
1078		HAP_Rogers J 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	434.00		12/29/23
1078		HAP_Harmon A 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	172.00		12/29/23
1078		HAP_Nielsen J 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	551.00		12/29/23
1078		HAP_Wheeler S 012024		07/24 AP 01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN			

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POST DT									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued			
1078		07/24	AP	01/01/24	0039980	VILLAGE II AT NINE23 APARTMEN	714.00	12/29/23	
						HAP Coleman P 012024			
1078		07/24	AP	01/01/24	0039946	HOUSING AUTHORITY OF JOLIET	1,078.00	12/29/23	
						HAP Wilson Q 012024			
1078		07/24	AP	01/01/24	0039946	HOUSING AUTHORITY OF JOLIET	1,951.00	12/29/23	
						HAP Payne I 012024			
1078		07/24	AP	01/01/24	0039947	HOWARD, BRAD	990.00	12/29/23	
						HAP Thrower M 012024			
1078		07/24	AP	01/01/24	0039968	R & R RENTAL PROPERTIES, LLC	536.00	12/29/23	
						HAP Stewart J 012024			
1078		07/24	AP	01/01/24	0039944	HAGEDORN, JEREMIAH	950.00	12/29/23	
						HAP Clinton A 012024			
1078		07/24	AP	01/01/24	0039944	HAGEDORN, JEREMIAH	830.00	12/29/23	
						HAP Gottfried L 012024			
1078		07/24	AP	01/01/24	0039942	GOV, LLC	1,024.00	12/29/23	
						HAP Guzzle T 012024			
1078		07/24	AP	01/01/24	0039923	CARL ERICSON	941.00	12/29/23	
						HAP Burk B 012024			
1078		07/24	AP	01/01/24	0039923	CARL ERICSON	694.00	12/29/23	
						HAP Cooper L 012024			
1078		07/24	AP	01/01/24	0039923	CARL ERICSON	806.00	12/29/23	
						HAP Leohr K 012024			
1078		07/24	AP	01/01/24	0039983	WINGERT, BRIAN	383.00	12/29/23	
						HAP Holden K 012024			
1078		07/24	AP	01/01/24	0039973	STEIN INVESTMENTS, LLC	836.00	12/29/23	
						HAP Gordon A 012024			
1078		07/24	AP	01/01/24	0039961	OAKVIEW PROPERTIES LLC	1,000.00	12/29/23	
						HAP Jurries P 012024			
1078		07/24	AP	01/01/24	0039926	CEDAR VALLEY LIVING LLC	251.00	12/29/23	
						HAP White L 012024			
1078		07/24	AP	01/01/24	0039926	CEDAR VALLEY LIVING LLC	254.00	12/29/23	
						HAP Bachman K 012024			
1078		07/24	AP	01/01/24	0039976	THIRD AVE PLACE LLC	748.00	12/29/23	
						HAP Boehmer R 012024			
1078		07/24	AP	01/01/24	0039954	KELLY PROPERTY INVESTMENTS LL	245.00	12/29/23	
						HAP Clayton R 012024			
1078		07/24	AP	01/01/24	0039959	MCKERNAN, PAMELA	379.00	12/29/23	
						HAP Buchanan J 012024			
1078		07/24	AP	01/01/24	0039958	MCH INVESTMENTS LLC	470.00	12/29/23	
						HAP Barr G 012024			
1078		07/24	AP	01/01/24	0039958	MCH INVESTMENTS LLC	536.00	12/29/23	
						HAP Langel A 012024			
1078		07/24	AP	01/01/24	0039965	PAULSON, JAMES	296.00	12/29/23	
						HAP Bond J 012024			
1078		07/24	AP	01/01/24	0039933	ELMCREST ESTATES, L.C.	529.00	12/29/23	
						HAP Davis D 012024			
1078		07/24	AP	01/01/24	0039938	G P MANAGEMENT LLC	396.00	12/29/23	
						HAP Wenzel J 012024			
1078		07/24	AP	01/01/24	0039975	T.J.J.C. L.L.C.	274.00	12/29/23	

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								POST DT
FUND 217 SECTION 8 HOUSING FUND								
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED					continued			
					HAP Dornbrock M 012024			
1078		07/24	AP	01/01/24	0039975	T.J.J.C. L.L.C.	179.00	12/29/23
					HAP Hornback K 012024			
1078		07/24	AP	01/01/24	0039975	T.J.J.C. L.L.C.	376.00	12/29/23
					HAP Bracelly J 012024			
1078		07/24	AP	01/01/24	0039975	T.J.J.C. L.L.C.	432.00	12/29/23
					HAP Fruchtenicht J 012024			
1078		07/24	AP	01/01/24	0039975	T.J.J.C. L.L.C.	314.00	12/29/23
					HAP Beck D 012024			
1078		07/24	AP	01/01/24	0039940	GERDES III, BENJAMIN P.	1,600.00	12/29/23
					HAP Barnes A 012024			
1078		07/24	AP	01/01/24	0039940	GERDES III, BENJAMIN P.	1,110.00	12/29/23
					HAP Orgell A 012024			
1078		07/24	AP	01/01/24	0039940	GERDES III, BENJAMIN P.	287.00	12/29/23
					HAP Alessi S 012024			
1078		07/24	AP	01/01/24	0039940	GERDES III, BENJAMIN P.	754.00	12/29/23
					HAP Schmidt K 012024			
1078		07/24	AP	01/01/24	0039950	J & A PROPERTIES	671.00	12/29/23
					HAP Porter C 012024			
1078		07/24	AP	01/01/24	0039919	BARTELT RENTALS L.C.	964.00	12/29/23
					HAP Woods N 012024			
1078		07/24	AP	01/01/24	0039919	BARTELT RENTALS L.C.	483.00	12/29/23
					HAP Luck J 012024			
1078		07/24	AP	01/01/24	0039919	BARTELT RENTALS L.C.	873.00	12/29/23
					HAP Barton C 012024			
1078		07/24	AP	01/01/24	0039922	C & H HOLDINGS LLC	673.00	12/29/23
					HAP Ross S 012024			
1060		06/24	AP	12/01/23	0039881	KAI, BRENT	284.00	12/27/23
					VOID CHECK-LOST CHECK			
					HAP_Hamilton T 122023			
ACCOUNT TOTAL						120,389.00	284.00	120,105.00
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS								
1078		07/24	AP	01/01/24	0039929	CITY OF CARLSBAD	62.05	12/29/23
					AF Levry S 012024			
1078		07/24	AP	01/01/24	0039946	HOUSING AUTHORITY OF JOLIET	48.79	12/29/23
					AF Wilson Q 012024			
1078		07/24	AP	01/01/24	0039946	HOUSING AUTHORITY OF JOLIET	48.79	12/29/23
					AF_Payne I 012024			
ACCOUNT TOTAL						159.63	.00	159.63
FUND TOTAL						120,548.63	284.00	120,264.63

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FUND 223 COMMUNITY BLOCK GRANT									
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
FUND 254 CABLE TV FUND									
254-1088-431.72-01						OPERATING SUPPLIES /			
984		06/24	AP	12/04/23	0007227	PROFESSIONAL SOLUTIONS	.68	01/03/24	
						NOVEMBER CREDIT CARD FEES			
ACCOUNT TOTAL							.68	.00	.68
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
1140		07/24	AP	01/05/24	0399543	SIMPSON, MARK	125.00	01/08/24	
						ANNOUNCER			
PROJECT#:					759				
1140		07/24	AP	01/05/24	0399542	LONGNECKER, JEREMIAH	100.00	01/08/24	
						ANNOUNCER			
PROJECT#:					759				
1140		07/24	AP	01/05/24	0399539	DEWITT, JASON	100.00	01/08/24	
						CAMERA OPERATOR			
PROJECT#:					759				
1140		07/24	AP	01/05/24	0399545	SURMA, JOSEPH EDWARD	100.00	01/08/24	
						CAMERA OPERATOR			
PROJECT#:					759				
1140		07/24	AP	01/05/24	0399544	STOW, CHRISTIAN	100.00	01/08/24	
						CAMERA OPERATOR			
PROJECT#:					759				
1140		07/24	AP	01/05/24	0399546	WILLIAMS, BRETT L	100.00	01/08/24	
						ANNOUNCER			
PROJECT#:					759				
ACCOUNT TOTAL							625.00	.00	625.00
FUND TOTAL							625.68	.00	625.68
FUND 258 PARKING FUND									
258-5531-435.89-15						MISCELLANEOUS SERVICES /			
984		06/24	AP	12/04/23	0007224	PROFESSIONAL SOLUTIONS	94.35	01/03/24	
						NOVEMBER CREDIT CARD FEES			
984		06/24	AP	12/04/23	0007225	PROFESSIONAL SOLUTIONS	235.76	01/03/24	
						NOVEMBER CREDIT CARD FEES			
984		06/24	AP	12/04/23	0007227	PROFESSIONAL SOLUTIONS	55.37	01/03/24	
						NOVEMBER CREDIT CARD FEES			
984		06/24	AP	12/04/23	0007223	PROFESSIONAL SOLUTIONS	228.42	01/03/24	
						NOVEMBER CREDIT CARD FEES			
ACCOUNT TOTAL							613.90	.00	613.90

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									POST DT
FUND 258 PARKING FUND									
FUND TOTAL						613.90	.00	613.90	
FUND 261 TOURISM & VISITORS									
261-2291-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
984		06/24	AP	12/04/23	0007230	PROFESSIONAL SOLUTIONS	53.94		01/03/24
NOVEMBER CREDIT CARD FEES									
ACCOUNT TOTAL						53.94	.00	53.94	
FUND TOTAL						53.94	.00	53.94	
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01 UTILITIES / UTILITIES									
862		07/24	AP	12/05/23	0399523	CEDAR FALLS UTILITIES	754.19		12/28/23
COMMUNITY CNTER UTILITIES									
ACCOUNT TOTAL						754.19	.00	754.19	
262-1092-423.87-01 RENTALS / RENTALS									
1057		06/24	AP	12/13/23	0399504	ROSARITA BARRY	250.00		12/27/23
REFUND-SECURITY DEPOSIT									
1057		06/24	AP	12/06/23	0399503	COMMUNITY MAIN STREET	250.00		12/27/23
REFUND-SECURITY DEPOSIT									
ACCOUNT TOTAL						500.00	.00	500.00	
FUND TOTAL						1,254.19	.00	1,254.19	
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP									
984		06/24	AP	12/13/23	0007204	EMC RISK SERVICES, LLC	275.00		01/03/24
WORKER COMP-POLICE ADMIN									
984		06/24	AP	12/13/23	0007204	EMC RISK SERVICES, LLC	584.73		01/03/24
WORKER COMP-POLICE CLAIM									
ACCOUNT TOTAL						859.73	.00	859.73	
FUND TOTAL						859.73	.00	859.73	

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GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 293 FIRE RETIREMENT FUND									
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP									
984		06/24	AP	12/13/23	0007204	EMC RISK SERVICES, LLC	550.00		01/03/24
984		06/24	AP	12/13/23	0007204	EMC RISK SERVICES, LLC	4,825.92		01/03/24
ACCOUNT TOTAL							5,375.92	.00	5,375.92
FUND TOTAL							5,375.92	.00	5,375.92
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
FUND 430 2004 TIF BOND									
430-1220-431.91-10		06/24	AP	12/20/23	0399506	INDUSTRIAL PARK LAND ACQ CEDAR FALLS UTILITIES	35.25		12/29/23
ACCOUNT TOTAL							35.25	.00	35.25
FUND TOTAL							35.25	.00	35.25
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2024 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
FUND 439 2022 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-23 CAPITAL PROJECTS / PROPERTY BUYOUTS									
984		06/24	AP	12/11/23	0007209	FARMERS STATE BANK	20.00		01/03/24
984		06/24	AP	12/11/23	0007213	FIRST FEDERAL CREDIT UNION	70,748.95		01/03/24
CLOSING PMT-FIRST FED CU									
523 W 1ST MORTGAGE PAYOFF									

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GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 443 CAPITAL PROJECTS								
443-1220-431.94-23					CAPITAL PROJECTS / PROPERTY BUYOUTS	continued		
984		06/24	AP	12/11/23	0007214	10.00		01/03/24
					FIRST FEDERAL CREDIT UNION			
					CLOSING PMT-FIRST FED CU			
					523 W 1ST WIRE FEE			
					ACCOUNT TOTAL	70,778.95	.00	70,778.95
					FUND TOTAL	70,778.95	.00	70,778.95
FUND 472 PARKADE RENOVATION								
FUND 473 SIDEWALK ASSESSMENT								
FUND 483 ECONOMIC DEVELOPMENT								
FUND 484 ECONOMIC DEVELOPMENT LAND								
FUND 541 2018 STORM WATER BONDS								
FUND 544 2008 SEWER BONDS								
FUND 545 2018 SEWER BONDS								
FUND 546 SEWER IMPROVEMENT FUND								
FUND 547 SEWER RESERVE FUND								
FUND 548 1997 SEWER BOND FUND								
FUND 549 1992 SEWER BOND FUND								
FUND 550 2000 SEWER BOND FUND								
FUND 551 REFUSE FUND								
551-0000-213.00-00					CURRENT LIABILITY / SALES TAX PAYABLE			
984		06/24	AP	12/07/23	0007216	213.04		01/03/24
					IOWA DEPT.OF REVENUE			
					MONTHLY SALES TAX			
					COMMERCIAL GARBAGE A/R			
					ACCOUNT TOTAL	213.04	.00	213.04
551-6675-436.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT			
984		06/24	AP	12/29/23	0007222	177.61		01/03/24
					ISOLVED BENEFIT SERVICES, INC			
					HEALTH INS REIMBURSEMENT			
					ACCOUNT TOTAL	177.61	.00	177.61
551-6685-436.85-01					UTILITIES / UTILITIES			
1077		06/24	AP	12/20/23	0399506	47.51		12/29/23
					CEDAR FALLS UTILITIES			
					UTILITIES THRU 12/20/23			
					ACCOUNT TOTAL	47.51	.00	47.51
551-6685-436.87-02					RENTALS / MATERIAL DISPOSAL/HANDLIN			
1077		06/24	AP	12/15/23	0399505	22,267.12		12/29/23
					BLACK HAWK CO.LANDFILL			
					LANDFILL SRV:12/1-12/15			
					12/1-12/15/23			
					ACCOUNT TOTAL	22,267.12	.00	22,267.12

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GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT	
FUND 551 REFUSE FUND									
551-6685-436.89-04						MISCELLANEOUS SERVICES / SALES TAX			
984		06/24	AP	12/07/23	0007216	IOWA DEPT.OF REVENUE	180.98		01/03/24
						MONTHLY SALES TAX			
						COMMERCIAL GARBAGE			
						ACCOUNT TOTAL	180.98	.00	180.98
551-6685-436.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES									
984		06/24	AP	12/04/23	0007233	PROFESSIONAL SOLUTIONS	452.17		01/03/24
						NOVEMBER CREDIT CARD FEES			
984		06/24	AP	12/04/23	0007227	PROFESSIONAL SOLUTIONS	36.54		01/03/24
						NOVEMBER CREDIT CARD FEES			
						ACCOUNT TOTAL	488.71	.00	488.71
						FUND TOTAL	23,374.97	.00	23,374.97
FUND 552 SEWER RENTAL FUND									
552-6665-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
984		06/24	AP	12/29/23	0007222	ISOLVED BENEFIT SERVICES, INC	8.00		01/03/24
						HEALTH INS REIMBURSEMENT			
						ACCOUNT TOTAL	8.00	.00	8.00
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
984		06/24	AP	12/04/23	0007227	PROFESSIONAL SOLUTIONS	8.63		01/03/24
						NOVEMBER CREDIT CARD FEES			
						ACCOUNT TOTAL	8.63	.00	8.63
552-6665-436.85-01 UTILITIES / UTILITIES									
1077		06/24	AP	12/20/23	0399506	CEDAR FALLS UTILITIES	855.50		12/29/23
						UTILITIES THRU 12/20/23			
						ACCOUNT TOTAL	855.50	.00	855.50
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
1077		06/24	AP	12/15/23	0399505	BLACK HAWK CO.LANDFILL	55.47		12/29/23
						LANDFILL SRV:12/1-12/15			
						12/1-12/15/23			
						ACCOUNT TOTAL	55.47	.00	55.47
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
984		06/24	AP	12/07/23	0007216	IOWA DEPT.OF REVENUE	8,810.37		01/03/24

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GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT
FUND 552 SEWER RENTAL FUND								
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX						continued		
MONTHLY SALES TAX								
						8,810.37	.00	8,810.37
ACCOUNT TOTAL								
						9,737.97	.00	9,737.97
FUND TOTAL								
FUND 553 2004 SEWER BOND								
FUND 555 STORM WATER UTILITY								
555-6630-432.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT								
984		06/24	AP	12/29/23	0007222	71.18		01/03/24
HEALTH INS REIMBURSEMENT								
ACCOUNT TOTAL						71.18	.00	71.18
FUND TOTAL						71.18	.00	71.18
FUND 570 SEWER ASSESSMENT								
FUND 606 DATA PROCESSING FUND								
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT								
1116		07/24	AP	12/19/23	0399515	1,081.09		01/04/24
WIRELESS								
WIRELESS SRV:12/20-1/19								12/20/23-1/19/24
1116		07/24	AP	12/06/23	0399514	3,632.88		01/04/24
U.S. CELLULAR								
WIRELESS SRV:12/6-1/5/24								12/6/23-1/5/24
ACCOUNT TOTAL						4,713.97	.00	4,713.97
FUND TOTAL								
606-1078-441.93-01 EQUIPMENT / EQUIPMENT								
1116		07/24	AP	12/06/23	0399514	267.18		01/04/24
U.S. CELLULAR								
PHONES								
ACCOUNT TOTAL						267.18	.00	267.18
FUND TOTAL						4,981.15	.00	4,981.15
FUND 680 HEALTH INSURANCE FUND								
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE								
984		06/24	AP	12/29/23	0007247	61,873.42		01/03/24
WELLMARK IOWA								
HEALTH CLAIMS PROCESSING								
984		06/24	AP	12/29/23	0007222	219.23		01/03/24
ISOLVED BENEFIT SERVICES, INC								
HEALTH INS REIMBURSEMENT								
984		06/24	AP	12/26/23	0007208	29,367.01		01/03/24
EXPRESS SCRIPTS, INC.								
RX CLAIMS PROCESSING								

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE						continued				
984		06/24	AP	12/26/23	0007248	WEX HEALTH, INC.	124.20		01/03/24	
		COBRA MONTHLY ADMIN FEE								
984		06/24	AP	12/22/23	0007246	WELLMARK IOWA	76,955.53		01/03/24	
		HEALTH CLAIMS PROCESSING								
984		06/24	AP	12/18/23	0007207	EXPRESS SCRIPTS, INC.	13,679.48		01/03/24	
		RX CLAIMS PROCESSING								
984		06/24	AP	12/15/23	0007245	WELLMARK IOWA	37,287.15		01/03/24	
		HEALTH CLAIMS PROCESSING								
984		06/24	AP	12/11/23	0007206	EXPRESS SCRIPTS, INC.	36,138.98		01/03/24	
		RX CLAIMS PROCESSING								
984		06/24	AP	12/08/23	0007244	WELLMARK IOWA	91,340.23		01/03/24	
		HEALTH CLAIMS PROCESSING								
984		06/24	AP	12/04/23	0007205	EXPRESS SCRIPTS, INC.	9,298.70		01/03/24	
		RX CLAIMS PROCESSING								
984		06/24	AP	12/01/23	0007242	WELLMARK IOWA	61,823.48		01/03/24	
		HEALTH CLAIMS PROCESSING								
984		06/24	AP	12/01/23	0007243	WELLMARK IOWA	57,152.95		01/03/24	
		HEALTH CLAIMS PROCESSING								
		ACCOUNT TOTAL						475,260.36	.00	475,260.36
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
984		06/24	AP	12/04/23	0007203	DELTA DENTAL OF IOWA	8,408.02		01/03/24	
		DECEMBER 2023 DENTAL								
		ACCOUNT TOTAL						8,408.02	.00	8,408.02
		FUND TOTAL						483,668.38	.00	483,668.38
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
1077		06/24	AP	12/28/23	0399507	LUX, JOSH	105.22		12/29/23	
		RMB:HEALTH SEV.1/2 OCT'23								
1077		06/24	AP	12/28/23	0399507	LUX, JOSH	105.22		12/29/23	
		RMB:HEALTH SEV.1/2 NOV'23								
1077		06/24	AP	12/28/23	0399507	LUX, JOSH	105.22		12/29/23	
		RMB:HEALTH SEV.1/2 NOV'23								
1077		06/24	AP	12/28/23	0399507	LUX, JOSH	105.22		12/29/23	
		RMB:HEALTH SEV.1/2 DEC'23								
1077		06/24	AP	12/28/23	0399507	LUX, JOSH	105.22		12/29/23	
		RMB:HEALTH SEV.1/2 DEC'23								
1077		06/24	AP	12/28/23	0399510	WINTERBERG, PATSY	686.70		12/29/23	
		RMB:JAN-MAR'24 HEALTH SEV MEDICARE SUPPL. - PATSY								
1077		06/24	AP	12/28/23	0399510	WINTERBERG, PATSY	799.80		12/29/23	
		RMB:JAN-MAR'24 HEALTH SEV MEDICARE SUPPL. - GAYLEN								
1077		06/24	AP	12/27/23	0399508	SEYMOUR, ROBERT	356.36		12/29/23	

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FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS						continued			
RMB:4TH QTR'23 HEALTH SEV									
ACCOUNT TOTAL							2,368.96	.00	2,368.96
FUND TOTAL							2,368.96	.00	2,368.96
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES									
984		06/24 AP		12/18/23	0007239	UNITED STATES TREASURY	73,170.40		01/03/24
						FEDERAL WITHHOLDING TAX			12/15/23 PAYROLL
984		06/24 AP		12/04/23	0007238	UNITED STATES TREASURY	72,933.36		01/03/24
						FEDERAL WITHHOLDING TAX			12/01/23 PAYROLL
ACCOUNT TOTAL							146,103.76	.00	146,103.76
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING									
984		06/24 AP		12/18/23	0007217	IOWA DEPT.OF REVENUE	30,012.28		01/03/24
						STATE WITHHOLDING TAX			12/15/23 PAYROLL
984		06/24 AP		12/04/23	0007215	IOWA DEPT.OF REVENUE	29,957.89		01/03/24
						STATE WITHHOLDING TAX			12/01/23 PAYROLL
ACCOUNT TOTAL							59,970.17	.00	59,970.17
686-0000-222.03-00 PAYROLL LIABILITY / FICA									
984		06/24 AP		12/18/23	0007239	UNITED STATES TREASURY	78,782.42		01/03/24
						SS & MQGE/MEDICARE TAX			12/15/23 PAYROLL
984		06/24 AP		12/04/23	0007238	UNITED STATES TREASURY	82,860.60		01/03/24
						SS & MQGE/MEDICARE TAX			12/01/23 PAYROLL
ACCOUNT TOTAL							161,643.02	.00	161,643.02
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE									
984		06/24 AP		12/29/23	0007221	ISOLVED BENEFIT SERVICES, INC	6,526.43		01/03/24
						CAFETERIA PLAN			12/29/23 PAYROLL
1057		06/24 AP		12/27/23	0399502	CEDAR VALLEY UNITED WAY	154.00		12/27/23
						4TH QTR.2023 CONTRIBUTION			
984		06/24 AP		12/27/23	0007241	VOYA FINANCIAL	11,646.65		01/03/24
						EMPLOYEE 457 CONTRIBUTION			12/29/23 PAYROLL
984		06/24 AP		12/18/23	0007202	COLLECTION SERVICES CENTER	1,137.52		01/03/24
						CHILD SUPPORT PAYMENTS			12/15/23 PAYROLL
984		06/24 AP		12/15/23	0007220	ISOLVED BENEFIT SERVICES, INC	6,533.99		01/03/24
						CAFETERIA PLAN			12/15/23 PAYROLL

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GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE

								POST DT	
FUND 686 PAYROLL FUND									
686-0000-222.05-00						PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE	continued		
984		06/24 AP		12/13/23	0007240	VOYA FINANCIAL	11,646.75	01/03/24	
						EMPLOYEE 457 CONTRIBUTION	12/15/23 PAYROLL		
984		06/24 AP		12/04/23	0007201	COLLECTION SERVICES CENTER	1,137.52	01/03/24	
						CHILD SUPPORT PAYMENTS	12/01/23 PAYROLL		
984		06/24 AP		12/01/23	0007218	ISOLVED BENEFIT SERVICES, INC	6,533.99	01/03/24	
						CAFETERIA PLAN	12/01/23 PAYROLL		
ACCOUNT TOTAL							45,316.85	.00	45,316.85
FUND TOTAL							413,033.80	.00	413,033.80
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02						INSURANCE / WORKERS COMP INSURANCE			
984		06/24 AP		12/13/23	0007204	EMC RISK SERVICES, LLC	263.87	01/03/24	
						WORKER COMP CLAIM			
ACCOUNT TOTAL							263.87	.00	263.87
FUND TOTAL							263.87	.00	263.87
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05						INSURANCE / LIABILITY INSURANCE			
984		06/24 AP		12/13/23	0007204	EMC RISK SERVICES, LLC	245.00	01/03/24	
						LIABILITY ADMIN FEES			
ACCOUNT TOTAL							245.00	.00	245.00
FUND TOTAL							245.00	.00	245.00
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL							1,195,697.99	336.00	1,195,361.99

COUNCIL INVOICES FOR 01/16/24 MEETING

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GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE	
FUND 101 GENERAL FUND										
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.97			01/09/24
						SHARPIES/CORRECTION TAPE				
						POST-ITS/FILE FOLDER TABS				
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.18			01/09/24
						COPY PAPER				
						ACCOUNT TOTAL	25.15	.00	25.15	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.95			01/09/24
						SHARPIES/CORRECTION TAPE				
						POST-ITS/FILE FOLDER TABS				
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.80			01/09/24
						COPY PAPER				
						ACCOUNT TOTAL	6.75	.00	6.75	
101-1026-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1117		07/24	AP	12/12/23	0145199	US BANK	180.00			01/08/24
						GOVERNMENT FINANCE OFFIC				
						REG:ANNL GOVT GAAP UDATE				
						ACCOUNT TOTAL	180.00	.00	180.00	
101-1026-441.93-01 EQUIPMENT / EQUIPMENT										
1117		07/24	AP	12/18/23	0145199	US BANK	70.00			01/08/24
						WAL-MART #0753				
						MICROWAVE-CITY HALL				
						ACCOUNT TOTAL	70.00	.00	70.00	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.97			01/09/24
						SHARPIES/CORRECTION TAPE				
						POST-ITS/FILE FOLDER TABS				
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	19.00			01/09/24
						COPY PAPER				
1069		07/24	AP	12/28/23	0000000	DES MOINES STAMP MFG. CO.	68.00			01/09/24
						FINANCE PAID STAMP				
						HD DATER 2360 1 COLOR				
1069		07/24	AP	12/15/23	0000000	PTM DOCUMENT SYSTEMS, INC.	354.06			01/09/24
						W-2 FORMS,1099 & W-2 ENV.				
						ACCOUNT TOTAL	451.03	.00	451.03	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.69			01/09/24
						SHARPIES/CORRECTION TAPE				
						POST-ITS/FILE FOLDER TABS				
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.40			01/09/24
						COPY PAPER				

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FUND 101 GENERAL FUND									
101-1038-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
						ACCOUNT TOTAL	15.09	.00	15.09
continued									
101-1038-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION			
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.52		01/09/24
						ACCOUNT TOTAL	1.52	.00	1.52
101-1038-441.81-49						PROFESSIONAL SERVICES / BACKGROUND CHECK			
1069		07/24	AP	01/01/24	0000000	ONE SOURCE THE BACKGROUND CHE DECEMBER APPLICANTS	126.90		01/09/24
						ACCOUNT TOTAL	126.90	.00	126.90
101-1038-441.81-50						PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS			
1069		07/24	AP	12/11/23	0000000	MERCYONE OCCUPATIONAL HEALTH PRE-EMPLOY.PHYS-NOV'23	6,567.00		01/09/24
						ACCOUNT TOTAL	6,567.00	.00	6,567.00
101-1038-441.81-51						PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS			
1117		07/24	AP	12/19/23	0145199	US BANK	125.00		01/08/24
						FMCSA D&A CLEARINGHOUSE			
1069		07/24	AP	12/11/23	0000000	MERCYONE OCCUPATIONAL HEALTH POST-EMPLOY.PHYS-NOV'23	862.00		01/09/24
						ACCOUNT TOTAL	987.00	.00	987.00
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES			
1145		07/24	AP	12/24/23	0000000	COURIER COMMUNICATIONS-ADVERT	467.00		01/09/24
						COURIER DIGITAL ADS			
1145		07/24	AP	12/23/23	0000000	COURIER COMMUNICATIONS-ADVERT	16.50		01/09/24
						JOB AD:PSO			
1145		07/24	AP	12/21/23	0000000	CEDAR VALLEY SAVER, INC.	75.00		01/09/24
						JOB AD:PUBLIC SAFETY			
1145		07/24	AP	12/21/23	0000000	CEDAR VALLEY SAVER, INC.	75.00		01/09/24
						JOB AD:POLICE RESERVE			
1145		07/24	AP	12/21/23	0000000	CEDAR VALLEY SAVER, INC.	75.00		01/09/24
						JOB AD:SEASONAL LABORERS			
1145		07/24	AP	12/21/23	0000000	CEDAR VALLEY SAVER, INC.	75.00		01/09/24
						JOB AD:ENGINEERING TECH I			
1145		07/24	AP	12/21/23	0000000	COURIER COMMUNICATIONS-ADVERT	93.00		01/09/24
						FRONT PAGE STRIP ADS			
						COURIER			

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FUND 101 GENERAL FUND										
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES						continued				
1145		07/24	AP	12/16/23	0000000	COURIER COMMUNICATIONS-ADVERT	112.95			01/09/24
						FRONT PAGE STRIP ADS				
						COURIER				
1145		07/24	AP	12/15/23	0000000	COURIER COMMUNICATIONS-ADVERT	39.00			01/09/24
						SEARCH BOOST				
						ONLINE				
1145		07/24	AP	12/14/23	0000000	COURIER COMMUNICATIONS-ADVERT	16.50			01/09/24
						JOB AD:PSO				
						COURIER				
1145		07/24	AP	12/14/23	0000000	COURIER COMMUNICATIONS-ADVERT	1,000.00			01/09/24
						10 FACEBOOK				
						EMPLOYMENT PACKAGES				
1145		07/24	AP	12/14/23	0000000	COURIER COMMUNICATIONS-ADVERT	2,250.00			01/09/24
						10 MAX GOLD POSTINGS				
						EMPLOYMENT PACKAGES				
1145		07/24	AP	12/09/23	0000000	COURIER COMMUNICATIONS-ADVERT	16.50			01/09/24
						JOB AD:PSO				
						COURIER				
1145		07/24	AP	12/09/23	0000000	COURIER COMMUNICATIONS-ADVERT	29.00			01/09/24
						JOB AD:12/9 & 12/12				
						COURIER				
1145		07/24	AP	12/07/23	0000000	COURIER COMMUNICATIONS-ADVERT	113.28			01/09/24
						FRONT PAGE ADS-VARIOUS				
						COURIER				
1145		07/24	AP	12/07/23	0000000	COURIER COMMUNICATIONS-ADVERT	45.50			01/09/24
						JOB AD:PSO				
						COURIER				
1117		07/24	AP	12/06/23	0145199	US BANK	150.00			01/08/24
						ISU CAREER FAIRS				
						SPRING CAREER FAIR AT ISU				
1117		07/24	AP	12/05/23	0145199	US BANK	119.95			01/08/24
						LINKEDIN 8979722826				
						RECRUITER LITE:12/4-1/4				
1117		07/24	AP	12/05/23	0145199	US BANK	195.00			01/08/24
						TEMPLEPUBLI				
						JOB AD:PSO RECRUITMENT				
1145		07/24	AP	12/04/23	0000000	COURIER COMMUNICATIONS-ADVERT	500.00			01/09/24
						PPC CAMPAIGN-DECEMBER				
						AMP DIGITAL				
1145		07/24	AP	12/04/23	0000000	COURIER COMMUNICATIONS-ADVERT	650.00			01/09/24
						AUDIENCE TARGETING				
						AMP DIGITAL				
1145		07/24	AP	12/04/23	0000000	COURIER COMMUNICATIONS-ADVERT	600.00			01/09/24
						40,000 ADDITIONAL-DEC.				
						AMP DIGITAL				
1117		07/24	AP	11/28/23	0145199	US BANK	250.00			01/08/24
						UNI INVOICE PAYMENTS				
						SPRING CAREER FAIR AT UNI				
						ACCOUNT TOTAL	6,964.18	.00		6,964.18
101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG										
1069		07/24	AP	12/27/23	0000000	WELLWORKS FOR YOU	866.25			01/09/24
						WELLNESS PROGRAM FEE				
						DECEMBER 2023				
1069		07/24	AP	12/11/23	0000000	MERCYONE OCCUPATIONAL HEALTH	96.00			01/09/24
						FLU SHOTS				
						ACCOUNT TOTAL	962.25	.00		962.25
101-1038-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1117		07/24	AP	12/06/23	0145199	US BANK	30.00			01/08/24
						PELRA* INV-8792				
						'23 IA VIRTUAL CONFERENCE				
						ACCOUNT TOTAL	30.00	.00		30.00

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FUND 101 GENERAL FUND								
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1145		07/24 AP		01/02/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.85		01/09/24
					SHARPIES/CORRECTION TAPE POST-ITS/FILE FOLDER TABS			
1145		07/24 AP		01/02/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.28		01/09/24
					COPY PAPER			
					ACCOUNT TOTAL	4.13	.00	4.13
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES								
1145		07/24 AP		01/01/24	0000000 THOMSON REUTERS - WEST	741.54		01/09/24
					WESTLAW INFORMATION 12/01/23-12/31/23			
					ACCOUNT TOTAL	741.54	.00	741.54
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS								
1145		07/24 AP		12/29/23	0000000 AHLERS AND COONEY, P.C.	1,432.00		01/09/24
					LGL:JUDICIAL REVIEW 09/16/23-12/14/23			
1069		07/24 AP		12/26/23	0000000 AHLERS AND COONEY, P.C.	264.00		01/09/24
					LGL:URBAN RENEWAL/GENERAL 12/11/23-12/12/23			
					ACCOUNT TOTAL	1,696.00	.00	1,696.00
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1119		07/24 AP		12/11/23	0145199 US BANK	17.99		01/08/24
					AMZN MKTP US*WX1947E23 PENS			
1119		07/24 AP		12/01/23	0145199 US BANK	29.51		01/08/24
					AMZN MKTP US*2C8HN2WF3 PAINTER'S TAPE			
					ACCOUNT TOTAL	47.50	.00	47.50
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT								
1119		07/24 AP		12/12/23	0145199 US BANK	90.00		01/08/24
					INTUIT *QBOOKS ONLINE QUICKBOOKS MONTHLY SUB.			
					ACCOUNT TOTAL	90.00	.00	90.00
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1119		07/24 AP		12/01/23	0145199 US BANK	64.00		01/08/24
					AMZN MKTP US*F33RFOPD3 LYSOL SPRAY			
1119		07/24 AP		12/01/23	0145199 US BANK	79.08		01/08/24
					AMZN MKTP US*2C8HN2WF3 LYSOL WIPES			
					ACCOUNT TOTAL	143.08	.00	143.08

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									POST DT	
FUND 101 GENERAL FUND										
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1119		07/24 AP		12/19/23	0145199	US BANK	17.99		01/08/24	
		AMZN MKTP		US*L51UJ3I23		FOTL:YOUTH-BALLOON RELEASE				
1119		07/24 AP		12/19/23	0145199	US BANK	20.38		01/08/24	
		WM SUPERCENTER		#753		FOTL:YOUTH-COOKIES & HOT				
1119		07/24 AP		12/18/23	0145199	US BANK	77.76		01/08/24	
		AMZN MKTP		US*6U97B4YX3		FOTL:YOUTH-GAFFER TAPE				
1119		07/24 AP		12/13/23	0145199	US BANK	6.97		01/08/24	
		AMAZON.COM*B13BC3NK3				FOTL:COLAB-SPOON				
1119		07/24 AP		12/13/23	0145199	US BANK	25.72		01/08/24	
		MICHAELS STORES		1246		FOTL:COLAB-FELT				
1119		07/24 AP		12/12/23	0145199	US BANK	11.55		01/08/24	
		AMAZON.COM*NL00D2Y83				FOTL:YA-YOUNG ADULT BOOKS				
1119		07/24 AP		12/12/23	0145199	US BANK	79.85		01/08/24	
		AMAZON.COM*Q90Y34QS3				FOTL:ADULT-ADULT BOOKS				
1119		07/24 AP		12/11/23	0145199	US BANK	16.74		01/08/24	
		WAL-MART #0753				FOTL:YOUTH-BREAD & EGGS				
1119		07/24 AP		12/11/23	0145199	US BANK	19.48		01/08/24	
		HY-VEE CEDAR FALLS		1052		FOTL:YA-SNACKS				
1119		07/24 AP		12/06/23	0145199	US BANK	55.76		01/08/24	
		AMZN MKTP		US*T61915S23		FOTL:YOUTH-GAFFER TAPE				
1119		07/24 AP		12/04/23	0145199	US BANK	60.45		01/08/24	
		HOBBY-LOBBY #0135				FOTL:COLAB-CARD MAKING				
1119		07/24 AP		12/04/23	0145199	US BANK	54.74		01/08/24	
		AMZN MKTP		US*R18GL3WJ3		FOTL:YOUTH-TAPE, STICKERS				
1119		07/24 AP		12/01/23	0145199	US BANK	36.96		01/08/24	
		WAL-MART #0753				FOTL:YOUTH-TEA & SNACKS				
1119		07/24 AP		11/30/23	0145199	US BANK	79.72		01/08/24	
		AMZN MKTP		US*RA41W6FP3		FOTL:YA-GLUE, MARKERS,				
1119		07/24 AP		11/22/23	0145199	US BANK		1.80	01/08/24	
		CHICAGO BOOKS & JOURNALS				FOTL:YOUTH-TAX REFUND				
		ACCOUNT TOTAL						564.07	1.80	562.27
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
1119		07/24 AP		11/29/23	0145199	US BANK	2,111.50		01/08/24	
		PAYONEER INC				BERG 2RMB BRANDNG ROLOUT-				
		ACCOUNT TOTAL						2,111.50	.00	2,111.50
101-1060-423.93-01 EQUIPMENT / EQUIPMENT										
1117		07/24 AP		12/18/23	0145199	US BANK	238.00		01/08/24	
		WAL-MART #0753				TV-LIBRARY SIGNAGE				
		ACCOUNT TOTAL						238.00	.00	238.00
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP										

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									POST DT
FUND 101 GENERAL FUND									
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP						continued			
1119		07/24	AP	12/11/23	0145199	US BANK	46.99		01/08/24
		AMZN MKTP	US*5S4ST80A3			BUFFING PADS FOR DVD			
1119		07/24	AP	12/07/23	0145199	US BANK	376.93		01/08/24
		AMZN MKTP	US*LI8UG12J3			SIGN STANDS			
		ACCOUNT TOTAL					423.92	.00	423.92
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
1119		07/24	AP	12/13/23	0145199	US BANK	240.00		01/08/24
		MOBILE BEACON							
		HOTSPOT SERVICE 1 YR (X2)							
		ACCOUNT TOTAL					240.00	.00	240.00
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS									
1119		07/24	AP	12/19/23	0145199	US BANK	17.61		01/08/24
		AMAZON.COM*2E2KQ82D3							
		ADULT BOOKS							
1119		07/24	AP	12/19/23	0145199	US BANK	65.95		01/08/24
		AMAZON.COM*CQ6OT3C73							
		ADULT BOOKS							
1119		07/24	AP	12/18/23	0145199	US BANK	83.66		01/08/24
		AMAZON.COM*ON0F06DQ3							
		ADULT BOOKS							
1119		07/24	AP	12/11/23	0145199	US BANK	49.99		01/08/24
		AMAZON.COM*077GR8DV3							
		ADULT BOOKS							
1119		07/24	AP	12/11/23	0145199	US BANK	32.98		01/08/24
		AMAZON.COM*1U98654W3							
		ADULT BOOKS							
1119		07/24	AP	12/08/23	0145199	US BANK	49.94		01/08/24
		AMAZON.COM*304J26NU3							
		ADULT BOOKS							
1119		07/24	AP	12/07/23	0145199	US BANK	28.00		01/08/24
		AMAZON.COM*UR5X038V3							
		ADULT BOOKS							
1119		07/24	AP	12/06/23	0145199	US BANK	19.99		01/08/24
		AMZN MKTP US*0673C8953							
		ADULT BOOKS							
1119		07/24	AP	12/04/23	0145199	US BANK	13.04		01/08/24
		AMZN MKTP US*0C2PQ86V3							
		ADULT BOOKS							
1119		07/24	AP	12/04/23	0145199	US BANK	20.40		01/08/24
		AMZN MKTP US*TJ85017J0							
		ADULT BOOKS							
1119		07/24	AP	12/04/23	0145199	US BANK	50.51		01/08/24
		AMZN MKTP US*FV4B03T43							
		ADULT BOOKS							
1119		07/24	AP	11/29/23	0145199	US BANK	18.55		01/08/24
		AMAZON.COM*WV1A22HM3							
		ADULT BOOKS							
1119		07/24	AP	11/27/23	0145199	US BANK	22.71		01/08/24
		AMAZON.COM*R16T09QC3							
		ADULT BOOKS							
1119		07/24	AP	11/21/23	0145199	US BANK	19.78		01/08/24
		AMAZON.COM*SG6ZV0QD3							
		ADULT BOOKS							
		ACCOUNT TOTAL					493.11	.00	493.11
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS									

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									POST DT
FUND 101 GENERAL FUND									
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS						continued			
1119		07/24 AP		12/20/23	0145199	US BANK	12.29		01/08/24
		AMZN MKTP		US*G88HX33V3		YOUNG ADULT BOOKS			
1119		07/24 AP		12/19/23	0145199	US BANK	41.13		01/08/24
		AMZN MKTP		US*C53XZ45B3		YOUNG ADULT BOOKS			
1119		07/24 AP		12/08/23	0145199	US BANK	45.00		01/08/24
		AMAZON.COM*OY1T73IY3				YOUNG ADULT BOOKS			
1119		07/24 AP		12/06/23	0145199	US BANK	16.99		01/08/24
		AMZN MKTP		US*XJ5493DL3		YOUNG ADULT BOOKS			
ACCOUNT TOTAL							115.41	.00	115.41
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
1119		07/24 AP		12/20/23	0145199	US BANK	28.78		01/08/24
		AMAZON.COM*EN6DR6TY3				YOUTH BOOKS			
1119		07/24 AP		12/20/23	0145199	US BANK	82.95		01/08/24
		AMZN MKTP		US*BH8LF97N3		YOUTH BOOKS			
1119		07/24 AP		12/19/23	0145199	US BANK	18.65		01/08/24
		AMZN MKTP		US*R11FH9S83		YOUTH BOOKS			
1119		07/24 AP		12/01/23	0145199	US BANK	14.98		01/08/24
		AMZN MKTP		US*OP8DT4LK3		YOUTH BOOKS			
1119		07/24 AP		11/30/23	0145199	US BANK	11.82		01/08/24
		AMZN MKTP		US*6381L2UH3		YOUTH BOOKS			
1119		07/24 AP		11/27/23	0145199	US BANK		19.17	01/08/24
		AMZN MKTP		US		YOUTH BOOKS REFUND			
1119		07/24 AP		11/24/23	0145199	US BANK	193.38		01/08/24
		AMAZON.COM*S98ZH0B83				YOUTH BOOKS			
ACCOUNT TOTAL							350.56	19.17	331.39
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO									
1119		07/24 AP		12/19/23	0145199	US BANK	44.41		01/08/24
		AMZN MKTP		US*GH96H2XP3		ADULT VIDEOS			
1119		07/24 AP		12/12/23	0145199	US BANK	19.99		01/08/24
		AMAZON.COM*WN1LX6JF3				ADULT VIDEOS			
1119		07/24 AP		11/28/23	0145199	US BANK	38.22		01/08/24
		AMZN MKTP		US*496WI1TQ3		ADULT VIDEOS			
1119		07/24 AP		11/24/23	0145199	US BANK	16.99		01/08/24
		AMZN MKTP		US*OY6OH5WQ3		ADULT VIDEOS			
ACCOUNT TOTAL							119.61	.00	119.61
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES									
1119		07/24 AP		12/19/23	0145199	US BANK	163.90		01/08/24
		AMZN MKTP		US*ES5JS0GQ3		YOUNG ADULT VIDEO GAMES			
1119		07/24 AP		12/18/23	0145199	US BANK	59.88		01/08/24
		AMZN MKTP		US*TA2FK3OW3		YOUNG ADULT VIDEO GAMES			

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FUND 101 GENERAL FUND											
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES						continued					
1119		07/24 AP		12/18/23	0145199	US BANK	29.97			01/08/24	
		AMZN MKTP		US*NK45S5EH3		YOUNG ADULT VIDEO GAMES					
1119		07/24 AP		12/14/23	0145199	US BANK	114.50			01/08/24	
		AMZN MKTP		US*FJ05Z2IT3		YOUNG ADULT VIDEO GAMES					
1119		07/24 AP		11/30/23	0145199	US BANK	73.56			01/08/24	
		AMZN MKTP		US*R81F43IY3		ADULT VIDEO GAMES					
1119		07/24 AP		11/21/23	0145199	US BANK	39.94			01/08/24	
		AMAZON.COM*KF3XD4NB3				YOUNG ADULT VIDEO GAMES					
1119		07/24 AP		11/21/23	0145199	US BANK	59.99			01/08/24	
		AMAZON.COM*V21IC2203				YOUNG ADULT VIDEO GAMES					
		ACCOUNT TOTAL						541.74	.00		541.74
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO											
1119		07/24 AP		12/19/23	0145199	US BANK	14.99			01/08/24	
		WWW.AMAZON*		TECH SERVI		YOUTH MP3S					
1119		07/24 AP		12/18/23	0145199	US BANK	14.99			01/08/24	
		WWW.AMAZON*		TECH SERVI		YOUTH MP3S					
1119		07/24 AP		11/22/23	0145199	US BANK	29.98			01/08/24	
		WWW.AMAZON*		TECH SERVI		YOUTH MP3S					
1119		07/24 AP		11/22/23	0145199	US BANK	42.30			01/08/24	
		AMZN MKTP		US*IH2J493N3		YOUTH MP3S					
		ACCOUNT TOTAL						102.26	.00		102.26
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO											
1119		07/24 AP		12/20/23	0145199	US BANK	21.98			01/08/24	
		AMZN MKTP		US*BH8LF97N3		YOUTH VIDEOS					
1119		07/24 AP		12/05/23	0145199	US BANK	21.96			01/08/24	
		AMZN MKTP		US*NX48Q2973		YOUTH VIDEOS					
1119		07/24 AP		11/24/23	0145199	US BANK	14.99			01/08/24	
		AMAZON.COM*S98ZH0B83				YOUTH VIDEOS					
		ACCOUNT TOTAL						58.93	.00		58.93
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS											
1119		07/24 AP		11/22/23	0145199	US BANK	59.98			01/08/24	
		WEST MUSIC - CEDAR FALLS				GUITAR CASES					
		ACCOUNT TOTAL						59.98	.00		59.98
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1145		07/24 AP		01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.85			01/09/24	
		SHARPIES/CORRECTION TAPE				POST-ITS/FILE FOLDER TABS					
1145		07/24 AP		01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.76			01/09/24	

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GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT
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FUND 101 GENERAL FUND									
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
COPY PAPER									
ACCOUNT TOTAL							2.61	.00	2.61
continued									
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1145	07/24	AP	01/02/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	1.85		01/09/24
						SHARPIES/CORRECTION TAPE			
						POST-ITS/FILE FOLDER TABS			
1145	07/24	AP	01/02/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	.76		01/09/24
						COPY PAPER			
ACCOUNT TOTAL							2.61	.00	2.61
101-1158-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1117	07/24	AP	11/21/23	0145199		US BANK	140.00		01/08/24
						IOWA LEAGUE OF CITIES			
						MLA TRAINING-MAYOR			
ACCOUNT TOTAL							140.00	.00	140.00
101-1168-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1117	07/24	AP	11/21/23	0145199		US BANK	520.00		01/08/24
						IOWA LEAGUE OF CITIES			
						MLA TRAINING-COUNCIL			
ACCOUNT TOTAL							520.00	.00	520.00
101-1199-411.32-90 COMM PROTECTION GRANTS / GRANTS - POLICE EQUIPMENT									
1073	06/24	AP	11/28/23	0145040		MIDWEST DEFENSE SOLUTIONS, LL	1,962.80		12/28/23
						5 BALLISTIC VESTS			
						50% REIMBURSED BY GRANT			
ACCOUNT TOTAL							1,962.80	.00	1,962.80
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE									
1081	07/24	AP	12/15/23	0000000		STOEHR STEVENSON, ANNETTE	150.00		01/09/24
						POETRY OUT LOUD STIPEND			
ACCOUNT TOTAL							150.00	.00	150.00
101-1199-421.31-21 HUMAN DEVELOPMENT GRANTS / GRANTS-LIBRARY STATE AID									
1119	07/24	AP	12/14/23	0145199		US BANK	46.95		01/08/24
						DIMENSIONS EDUCATIONAL R			
						MAGNIFIERS (IEEE STEM)			
1119	07/24	AP	12/13/23	0145199		US BANK	18.99		01/08/24
						AMZN MKTP US*JO6HM0AC3			
						MAGNIFIER (IEEE STEM)			
ACCOUNT TOTAL							65.94	.00	65.94

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FUND 101 GENERAL FUND									
101-1199-431.88-01						OUTSIDE AGENCIES / MET - CF DISABLED			
1069		07/24 AP		01/01/24	0000000	METROPOLITAN TRANSIT AUTHORIT	9,420.00		01/09/24
						PAYMENT FOR FY24-3RD QTR			
						ACCOUNT TOTAL	9,420.00	.00	9,420.00
101-1199-431.88-02						OUTSIDE AGENCIES / MET-RTC			
1069		07/24 AP		01/01/24	0000000	METROPOLITAN TRANSIT AUTHORIT	6,275.00		01/09/24
						PAYMENT FOR FY24-3RD QTR			
						ACCOUNT TOTAL	6,275.00	.00	6,275.00
101-1199-431.88-11						OUTSIDE AGENCIES / MET TRANSIT AUTHORITY			
1069		07/24 AP		01/01/24	0000000	METROPOLITAN TRANSIT AUTHORIT	89,195.00		01/09/24
						PAYMENT FOR FY24-3RD QTR			
						ACCOUNT TOTAL	89,195.00	.00	89,195.00
101-1199-431.88-12						OUTSIDE AGENCIES / MET CAPITAL REPLACEMENT			
1069		07/24 AP		01/01/24	0000000	VEHICLE MAINTENANCE FUND	4,400.00		01/09/24
						PAYMENT FOR FY24-3RD QTR			
						ACCOUNT TOTAL	4,400.00	.00	4,400.00
101-1199-431.88-19						OUTSIDE AGENCIES / MET-ROUTE 9			
1069		07/24 AP		01/01/24	0000000	METROPOLITAN TRANSIT AUTHORIT	9,295.00		01/09/24
						PAYMENT FOR FY24-3RD QTR			
						ACCOUNT TOTAL	9,295.00	.00	9,295.00
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING			
1069		07/24 AP		01/01/24	0000000	LEGISLATIVE SERVICES AGENCY	75.00		01/09/24
						(1)2023 IA ACTS (1)2023 IA COURT RULES			
1145		07/24 AP		12/23/23	0000000	COURIER LEGAL COMMUNICATIONS	76.30		01/09/24
						ORDINANCE NO. 3046			
1069		07/24 AP		12/12/23	0000000	COURIER LEGAL COMMUNICATIONS	394.69		01/09/24
						12/4 MTG-MINUTES & BILLS			
1069		07/24 AP		12/05/23	0000000	COURIER LEGAL COMMUNICATIONS	162.92		01/09/24
						FY24 BUDGET AMENDMENT			
1069		07/24 AP		11/28/23	0000000	COURIER LEGAL COMMUNICATIONS	666.80		01/09/24
						11/20 MTG-MINUTES & BILLS			
						ACCOUNT TOTAL	1,375.71	.00	1,375.71

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									POST DT
FUND 101 GENERAL FUND									
101-1199-441.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
1145		07/24 AP		01/03/24	0000000	IOWA STATE UNIV-TREASURER	6,000.00		01/09/24
						FY25 GOAL SETTING PROCESS			
ACCOUNT TOTAL							6,000.00	.00	6,000.00
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY									
1145		07/24 AP		12/30/23	0000000	AWARDS, GIFTS & ENGRAVING	36.38		01/09/24
						NAME BADGES-MAYOR/COUNCIL NEW MEMBERS			
1069		07/24 AP		12/26/23	0000000	SIGNS & DESIGNS, INC.	140.00		01/09/24
						CH COUNCIL/MAYOR NAME SGN			
1117		07/24 AP		12/19/23	0145199	US BANK	53.30		01/08/24
						WALMART.COM 8009666546 COUNCIL/MAYOR RECEPTION			
1117		07/24 AP		12/06/23	0145199	US BANK	35.87		01/08/24
						WALMART.COM 2023 GOAL SETTING SNACKS			
1117		07/24 AP		11/28/23	0145199	US BANK	97.84		01/08/24
						WALMART.COM 8009666546 2023 GOAL SETTING SNACKS			
1117		07/24 AP		11/28/23	0145199	US BANK	.96		01/08/24
						WALMART.COM 2023 GOAL SETTING SNACKS			
ACCOUNT TOTAL							364.35	.00	364.35
101-2205-432.88-10 OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH									
1069		07/24 AP		01/01/24	0000000	BLACK HAWK CO.HEALTH DEPT.	3,250.00		01/09/24
						PAYMENT FOR FY24-3RD QTR			
ACCOUNT TOTAL							3,250.00	.00	3,250.00
101-2205-432.88-38 OUTSIDE AGENCIES / CEDAR VALLEY SOCCER									
1069		07/24 AP		01/01/24	0000000	CEDAR VALLEY YOUTH SOCCER ASS	2,500.00		01/09/24
						PAYMENT FOR FY24-3RD QTR			
ACCOUNT TOTAL							2,500.00	.00	2,500.00
101-2235-412.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1117		07/24 AP		11/30/23	0145199	US BANK	160.00		01/08/24
						INT'L CODE COUNCIL INC MEMBERSHIP DUES-J. CASTLE			
ACCOUNT TOTAL							160.00	.00	160.00
101-2245-442.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1069		07/24 AP		12/20/23	0000000	DENTONS DAVIS BROWN PC	684.00		01/09/24
						LGL:RE:IMMIGRATION 11/08/23-11/30/23			
ACCOUNT TOTAL							684.00	.00	684.00

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FUND 101 GENERAL FUND										
101-2245-442.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1117		07/24	AP	12/06/23	0145199	US BANK	40.00			01/08/24
		IFMSA				MEMBERSHIP DUES-WEINTRAUT				
		ACCOUNT TOTAL					40.00	.00	40.00	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1107		07/24	AP	11/30/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	13.75			01/09/24
		CALCULATOR								
		ACCOUNT TOTAL					13.75	.00	13.75	
101-2253-423.72-30 OPERATING SUPPLIES / REC CENTER EQUIP. & SUPP.										
1117		07/24	AP	12/14/23	0145199	US BANK	87.99			01/08/24
		AMZN MKTP US*LS78I5CD3				BIZ LAUNDRY DETERGENT				
1117		07/24	AP	12/04/23	0145199	US BANK	256.49			01/08/24
		AMAZON.COM*HJ7HYORP3				POPCORN POPPER W/ CART				
1117		07/24	AP	11/30/23	0145199	US BANK	15.74			01/08/24
		AMZN MKTP US*IC5SA9DB3				SPECIAL EVENT AWARD				
		ACCOUNT TOTAL					360.22	.00	360.22	
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT										
1117		07/24	AP	12/01/23	0145199	US BANK	300.45			01/08/24
		4IMPRINT				RACQUETBALL LEAGUE				
		ACCOUNT TOTAL					300.45	.00	300.45	
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS										
1107		07/24	AP	12/28/23	0000000	ATLANTIC COCA-COLA	245.55			01/09/24
		CONCESSIONS SUPPLIES								
1117		07/24	AP	12/05/23	0145199	US BANK	47.49			01/08/24
		WM SUPERCENTER #753				COFFEE FRONT DESK SALES				
		ACCOUNT TOTAL					293.04	.00	293.04	
101-2253-423.72-44 OPERATING SUPPLIES / EXERCISE EQUIP. REPAIRS										
1117		07/24	AP	12/06/23	0145199	US BANK	198.00			01/08/24
		KEISER CORPORATION				REPLACEMENT BIKE PEDALS				
		ACCOUNT TOTAL					198.00	.00	198.00	
101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES										
1117		07/24	AP	11/29/23	0145199	US BANK	23.29			01/08/24

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FUND 101 GENERAL FUND								
101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES						continued		
AMZN MKTP US*CP9LL4E53								
ACCOUNT TOTAL						23.29	.00	23.29
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP								
1107		07/24 AP		12/31/23	0000000 CULLIGAN WATER CONDITIONING	38.20		01/09/24
		DECEMBER 23			SOFTNER SERVICE			
1107		07/24 AP		12/22/23	0000000 ARAMARK	31.75		01/09/24
		REC CTR MATS						
1117		07/24 AP		12/13/23	0145199 US BANK	29.06		01/08/24
		O DONNELL ACE			HARDWARE SPRAY BOTTLE, CEILING			
1117		07/24 AP		12/08/23	0145199 US BANK	7.69		01/08/24
		O DONNELL ACE			HARDWARE FUSES FOR PA SYSTEM			
1117		07/24 AP		12/07/23	0145199 US BANK	232.60		01/08/24
		AMAZON.COM*P29N84403			CHAIR CARTS			
1129		06/24 AP		10/10/23	0144651 HAWKEYE ALARM & SIGNAL CO.		334.80	01/05/24
		ACCOUNT CORRECTION			NEW WIRING-DOOR TO PANEL			
ACCOUNT TOTAL						339.30	334.80	4.50
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1081		07/24 AP		01/02/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	107.86		01/09/24
		COPIER PAPER, 2			CARTONS			
1117		07/24 AP		12/11/23	0145199 US BANK	158.99		01/08/24
		AMZN MKTP US*1F00S4U03			TV CART, SPACE HEATER			
ACCOUNT TOTAL						266.85	.00	266.85
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES								
1081		07/24 AP		12/27/23	0000000 O'DONNELL ACE HARDWARE	125.09		01/09/24
		BUCKETS, TAPE,			CONTAINERS BLEACH, SPONGES, PLASTER			
1117		07/24 AP		12/20/23	0145199 US BANK	24.89		01/08/24
		AMZN MKTP US*NM1728DF3			DVDS FOR EDUCATION			
1117		07/24 AP		12/07/23	0145199 US BANK	39.99		01/08/24
		AMZN MKTP US*6L5JY6Y43			WHITE CANVAS			
1117		07/24 AP		12/04/23	0145199 US BANK	34.24		01/08/24
		HOBBY-LOBBY #0135			PAPER CARDS, CARDSTOCK,			
1117		07/24 AP		11/27/23	0145199 US BANK	53.99		01/08/24
		AMZN MKTP US*JB07G8J93			SCALE FOR CERAMICS			
1117		07/24 AP		11/27/23	0145199 US BANK	67.20		01/08/24
		DBC*BLICK ART MATERIAL			PAPER, DRAWING GUM, NORI			
ACCOUNT TOTAL						345.40	.00	345.40
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES								

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									POST DT
FUND 101 GENERAL FUND									
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES						continued			
1117		07/24	AP	12/20/23	0145199	US BANK	23.96		01/08/24
						O DONNELL ACE HARDWARE			
						ADHESIVE, MOUNT SQUARES			
1117		07/24	AP	12/15/23	0145199	US BANK	194.39		01/08/24
						UNIVERSITY PRODUCTS IN			
						GLASSINE, STORAGE BOX			
						ACCOUNT TOTAL	218.35	.00	218.35
101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES									
1117		07/24	AP	12/08/23	0145199	US BANK	105.44		01/08/24
						HOBBY-LOBBY #0135			
						CHRISTMAS DECOR - OUTSIDE			
1117		07/24	AP	12/08/23	0145199	US BANK	309.90		01/08/24
						FLOWERAMA #427			
						CHRISTMAS DECOR - OUTSIDE			
						ACCOUNT TOTAL	415.34	.00	415.34
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.									
1117		07/24	AP	12/18/23	0145199	US BANK	34.82		01/08/24
						THE HOME DEPOT #2101			
						DECOR FOR PERFORMANCE			
						ACCOUNT TOTAL	34.82	.00	34.82
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1081		07/24	AP	01/03/24	0000000	FULCHER, INDONESIA	150.00		01/09/24
						COLLAGRAPH WORKSHOP 1/23			
1081		07/24	AP	12/28/23	0000000	CITY LAUNDERING CO.	80.12		01/09/24
						FIRST AID KIT RESTOCK			
1081		07/24	AP	12/22/23	0000000	ARAMARK	13.74		01/09/24
						MAT SERVICE			
						ACCOUNT TOTAL	243.86	.00	243.86
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS									
1117		07/24	AP	12/04/23	0145199	US BANK	15.77		01/08/24
						FACEBK RQWFQYPYN2			
						FALL 2023 FACEBOOK ADS			
1117		07/24	AP	12/04/23	0145199	US BANK	8.00		01/08/24
						FACEBK LQNJYWTYN2			
						FALL 2023 FACEBOOK ADS			
						ACCOUNT TOTAL	23.77	.00	23.77
101-2280-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1081		07/24	AP	12/27/23	0000000	COOLEY PUMPING, LLC	360.00		01/09/24
						DRAIN LINE JETTING			
						ACCOUNT TOTAL	360.00	.00	360.00

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									POST DT
FUND 101 GENERAL FUND									
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.08		01/09/24
						COPY PAPER			
1061		07/24	AP	12/28/23	0000000	CITY LAUNDERING CO.	40.40		01/09/24
						RESTOCK FIRST AID KITS			
ACCOUNT TOTAL							46.48	.00	46.48
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY									
1062		07/24	AP	12/22/23	0000000	ARAMARK	31.35		01/09/24
						MATS/TOWELS - PSS BLDG			
1062		07/24	AP	12/22/23	0000000	ARAMARK	7.25		01/09/24
						TOWELS - STATION #2			
ACCOUNT TOTAL							38.60	.00	38.60
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES									
1117		07/24	AP	12/20/23	0145199	US BANK	7.78		01/08/24
						BOUND TREE MEDICAL LLC			
1062		07/24	AP	12/19/23	0000000	CAMPBELL SUPPLY WATERLOO	1,348.00		01/09/24
						MILWKEE CHAINSAW & CUTOFF			
1117		07/24	AP	12/18/23	0145199	US BANK	2,214.35		01/08/24
						BOUND TREE MEDICAL LLC			
1117		07/24	AP	12/18/23	0145199	US BANK	9.00		01/08/24
						BOUND TREE MEDICAL LLC			
1117		07/24	AP	12/18/23	0145199	US BANK	14.85		01/08/24
						BOUND TREE MEDICAL LLC			
						CANNULAS			
ACCOUNT TOTAL							3,593.98	.00	3,593.98
101-4511-414.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT									
1117		07/24	AP	12/01/23	0145199	US BANK	86.34		01/08/24
						AMZN MKTP US*4K6KK4JN3			
						SCREEN PROTECTORS FOR			
ACCOUNT TOTAL							86.34	.00	86.34
101-4511-414.72-10 OPERATING SUPPLIES / FIRE PREVENTION									
1062		07/24	AP	12/27/23	0000000	MENARDS-CEDAR FALLS	279.40		01/09/24
						SMOKE DETECTORS X10			
ACCOUNT TOTAL							279.40	.00	279.40
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1062		07/24	AP	01/03/24	0000000	DINGES FIRE COMPANY	116.31		01/09/24
						42" RED PADDED SUSPENDER			

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FUND 101 GENERAL FUND									

POST DT -----									
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT						continued			
1062		07/24	AP	02/21/23	0000000	DINGES FIRE COMPANY RETURNED INV#35537		92.14	01/09/24
ACCOUNT TOTAL							116.31	92.14	24.17
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES									
1062		07/24	AP	12/27/23	0000000	MENARDS-CEDAR FALLS	3.33		01/09/24
1061		07/24	AP	12/18/23	0000000	KIRK GROSS COMPANY	2,900.96		01/09/24
1125		07/24	AP	11/30/23	0000000	60 FOLDING CHAIRS/2 CARTS NAPA AUTO PARTS	550.24		01/09/24
1117		07/24	AP	11/27/23	0145199	US BANK	44.85		01/08/24
1117		07/24	AP	11/24/23	0145199	AMZN MKTP US*QP5H36DF3 US BANK	40.97		01/08/24
1117		07/24	AP	11/22/23	0145199	AMZN MKTP US*E66RJ74Y3 US BANK	11.97		01/08/24
						FARM & FLT OF CEDAR FLS WALL ANCHORS/SPACKLING			
ACCOUNT TOTAL							3,552.32	.00	3,552.32
101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1061		07/24	AP	01/02/24	0000000	EDGE REALTY - PINNACLE PRAIRIE	1,003.32		01/09/24
1117		07/24	AP	12/18/23	0145199	CY2023 PINNACLE PRAIRIE US BANK		42.50	01/08/24
1117		07/24	AP	12/11/23	0145199	UIOWA ONLINE PAYMENTS US BANK	42.50		01/08/24
						REF:INV.44048 DBL PAYMT BLS HEALTHCARE CARDS-5			
ACCOUNT TOTAL							1,045.82	42.50	1,003.32
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1117		07/24	AP	12/14/23	0145199	US BANK	17.00		01/08/24
1117		07/24	AP	12/11/23	0145199	UIOWA ONLINE PAYMENTS US BANK	8.50		01/08/24
1117		07/24	AP	12/04/23	0145199	UIOWA ONLINE PAYMENTS US BANK	25.00		01/08/24
						NATIONAL REGISTRY EMT EMT RECERT.FEE-Z.LADAGE			
ACCOUNT TOTAL							50.50	.00	50.50
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1062		07/24	AP	12/20/23	0000000	MENARDS-CEDAR FALLS	32.97		01/09/24
1117		07/24	AP	11/22/23	0145199	3 TARPS 12' X 16' US BANK	273.00		01/08/24
						FOR L511 SALVAGE/OVRHAUL			

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GROUP	PO	ACCTG	----	TRANSACTION	----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
										BALANCE
FUND 101 GENERAL FUND										
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE continued										
PK SAFETY SUPPLY REPL.O2 SENSOR-GAS METERS										
ACCOUNT TOTAL							305.97	.00	305.97	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1062		07/24	AP	12/22/23	0000000	GALLS, LLC	200.76			01/09/24
3 STRYKE PDU PANTS-HANSON										
1062		07/24	AP	12/19/23	0000000	GALLS, LLC	318.95			01/09/24
HALF ZIP JOB SHIRT SIZING (4) MED,LRG,XL,XXL										
1117		07/24	AP	11/29/23	0145199	US BANK	79.98			01/08/24
ALDO 2043										
1117		07/24	AP	11/21/23	0145199	US BANK	104.99			01/08/24
FSP*THE RUNNER'S FLAT SHOES-ZACH ANDERSEN										
ACCOUNT TOTAL							704.68	.00	704.68	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.80			01/09/24
COPY PAPER										
1061		07/24	AP	12/20/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	261.88			01/09/24
OFFICE SUPPLIES;BINDERS/ DIVIDERS/EXP FILES/PAPER										
1061		07/24	AP	12/08/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.98			01/09/24
DESK CALENDARS(2)										
ACCOUNT TOTAL							277.66	.00	277.66	
101-5521-415.71-05 OFFICE SUPPLIES / ADVERTISING										
1061		07/24	AP	12/31/23	0000000	WATERLOO TOWNSQUARE MEDIA	2,241.00			01/09/24
KKHQ PSO RECRUITMENT ADS 12/1/23 - 12/31/23										
ACCOUNT TOTAL							2,241.00	.00	2,241.00	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1061		07/24	AP	01/02/24	0000000	MIRACLE CAR WASH, INC.	17.50			01/09/24
1 CAR WASH- PLATE#797631A										
1061		07/24	AP	01/02/24	0000000	MIRACLE CAR WASH, INC.	17.50			01/09/24
1 CAR WASH- PLATE#859291A										
1061		07/24	AP	12/29/23	0000000	MARTIN BROS.DISTRIBUTING	82.18			01/09/24
PLATES -KITCHEN SUPPLIES										
1061		07/24	AP	12/28/23	0000000	CITY LAUNDERING CO.	24.76			01/09/24
RESTOCK FIRST AID KITS										
1062		07/24	AP	12/22/23	0000000	ARAMARK	25.36			01/09/24
TOWELS/MATS -FSS BLDG										
1061		07/24	AP	12/19/23	0000000	GIBSON SPECIALTY CO.	80.75			01/09/24
19 NAME PLATES-NEW HIRES 5/8" X 4" BLACK TAGS										

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FUND 101 GENERAL FUND									
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
1061		07/24 AP		12/18/23	0000000	KIRK GROSS COMPANY	2,900.96		01/09/24
		60		FOLDING CHAIRS/2 CARTS		BLK FLEX ONE CS BKS			
1117		07/24 AP		12/12/23	0145199	US BANK	58.78		01/08/24
		AMZN MKTP		US*6V6D393I3		2 SNOW BRUSHES-POLICE			
				ACCOUNT TOTAL			3,207.79	.00	3,207.79
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT									
1117		07/24 AP		12/19/23	0145199	US BANK	192.37		01/08/24
				SIRCHIE ACQUISITION COMPA		STORAGE BOXES;GUNS/KNIVES			
				ACCOUNT TOTAL			192.37	.00	192.37
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1073		06/24 AP		11/28/23	0145040	MIDWEST DEFENSE SOLUTIONS, LL		5,635.60	12/28/23
				SPLIT OUT AMOUNTS		6 VESTS;MOORE/RIOS/CHASE			
1073		06/24 AP		11/28/23	0145040	MIDWEST DEFENSE SOLUTIONS, LL	3,672.80		12/28/23
				5 VESTS-50% REIMBURSED		6 CONCEALABLE CARRIERS			
				ACCOUNT TOTAL			3,672.80	5,635.60	1,962.80-
101-5521-415.72-29 OPERATING SUPPLIES / SWAT EQUIPMENT									
1117		07/24 AP		12/08/23	0145199	US BANK	53.52		01/08/24
				SQ *COVER ALL EMBROIDERY		SWAT BASEBALL HATS			
				ACCOUNT TOTAL			53.52	.00	53.52
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE									
1117		07/24 AP		12/06/23	0145199	US BANK	22.49		01/08/24
				FEDEX774243021501		SHIP EVIDENCE TO FBI			
				ACCOUNT TOTAL			22.49	.00	22.49
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1061		07/24 AP		01/02/24	0000000	EDGE REALTY - PINNACLE PRAIRI	1,003.31		01/09/24
				CY2023 PINNACLE PRAIRIE		CAM EXPENSES+MGMT FEES			
1061		07/24 AP		12/15/23	0000000	VIQ SOLUTIONS, INC	334.47		01/09/24
				TRANSCRIP.FEES #23100233		TIMMER			
				ACCOUNT TOTAL			1,337.78	.00	1,337.78
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1117		07/24 AP		12/18/23	0145199	US BANK	42.12		01/08/24

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FUND 101 GENERAL FUND										
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				continued
		JERSEY MIKES 38006				MEALS-ILEA GRADUATION				
1117		07/24 AP 12/15/23 0145199				US BANK	335.00			01/08/24
		IA PUBLIC DEF LODGING				HOTEL-PUBL.RELAT.-CARMAN				
1117		07/24 AP 11/30/23 0145199				US BANK	38.29			01/08/24
		CASEYS #2816				FUEL-ANNUAL SWAT TRAINING				
1117		07/24 AP 11/30/23 0145199				US BANK	28.16			01/08/24
		CASEYS #2816				FUEL-ANNUAL SWAT TRAINING				
1117		07/24 AP 11/30/23 0145199				US BANK	49.94			01/08/24
		CASEYS #2816				FUEL-ANNUAL SWAT TRAINING				
1117		07/24 AP 11/30/23 0145199				US BANK	27.62			01/08/24
		CASEYS #2816				FUEL-ANNUAL SWAT TRAINING				
1117		07/24 AP 11/30/23 0145199				US BANK	30.56			01/08/24
		CASEYS #2816				FUEL-ANNUAL SWAT TRAINING				
1117		07/24 AP 11/29/23 0145199				US BANK	179.67			01/08/24
		HY-VEE JOHNS MKT GRL 4318				MEALS-ANNUAL SWAT TRNG.				
1117		07/24 AP 11/29/23 0145199				US BANK	316.97			01/08/24
		JETHRO S PORK CHOP GRILL				MEALS-ANNUAL SWAT TRNG.				
1117		07/24 AP 11/29/23 0145199				US BANK	645.00			01/08/24
		IA PUBLIC DEF LODGING				HTL.-ANNUAL SWAT TRAINING				
1117		07/24 AP 11/28/23 0145199				US BANK	185.03			01/08/24
		SUBWAY 11517				MEALS-ANNUAL SWAT TRNG.				
		ACCOUNT TOTAL					1,878.36	.00		1,878.36
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1117		07/24 AP 12/13/23 0145199				US BANK	795.00			01/08/24
		FBI LEEDA INC				REG:PUBL.RELATIONS-CARMAN				
		ACCOUNT TOTAL					795.00	.00		795.00
101-5521-415.93-01 EQUIPMENT / EQUIPMENT										
1117		07/24 AP 11/21/23 0145199				US BANK	830.00			01/08/24
		INTOXIMETERS INC				2 BREATHALIZERS				
		ACCOUNT TOTAL					830.00	.00		830.00
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
1061		07/24 AP 01/02/24 0000000				WATERLOO, CITY OF	4,313.40			01/09/24
		ANIMAL CALLS;12/1-12/31								
		ACCOUNT TOTAL					4,313.40	.00		4,313.40
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1114		07/24 AP 12/28/23 0000000				CITY LAUNDERING CO.	36.64			01/09/24
		FIRST AID SUPPLIES								

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FUND 101 GENERAL FUND									
101-6613-433		72-01			OPERATING SUPPLIES /	OPERATING SUPPLIES			continued
1114		07/24	AP	12/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.39		01/09/24
						OFFICE SUPPLIES, APPT BK, PAPER, PLANNER			
					ACCOUNT TOTAL		41.03	.00	41.03
101-6616-446		72-01			OPERATING SUPPLIES /	OPERATING SUPPLIES			
1122		07/24	AP	01/03/24	0000000	O'DONNELL ACE HARDWARE	17.69		01/09/24
						CARPET CLEANER			
					PROJECT#: 062511				
1122		07/24	AP	01/02/24	0000000	O'DONNELL ACE HARDWARE	12.69		01/09/24
						GLUE			
					PROJECT#: 062501				
1122		07/24	AP	12/27/23	0000000	ECHO GROUP, INC.	77.70		01/09/24
						LIGHT BULBS			
					PROJECT#: 062503				
1105		07/24	AP	12/21/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	99.22		01/09/24
						CAN LINERS			
					PROJECT#: 062510				
1105		07/24	AP	12/20/23	0000000	MENARDS-CEDAR FALLS	15.98		01/09/24
						PARTS ORGANIZER			
					PROJECT#: 062511				
1117		07/24	AP	12/19/23	0145199	US BANK	129.99		01/08/24
						BESTBUYCOM806874971455 TV MOUNT-PUBLIC WORKS			
1122		07/24	AP	12/19/23	0000000	VAN METER, INC.	224.63		01/09/24
						LIGHT SWITCHES			
					PROJECT#: 062511				
1056		07/24	AP	12/18/23	0000000	O'DONNELL ACE HARDWARE	68.00		01/09/24
						PAINT ROLLER, TRAY AND SPACKLE			
					PROJECT#: 062501				
1105		07/24	AP	12/18/23	0000000	MENARDS-CEDAR FALLS	15.84		01/09/24
						CAULK			
					PROJECT#: 062501				
1105		07/24	AP	12/18/23	0000000	MENARDS-CEDAR FALLS	17.98		01/09/24
						ADHESIVE			
					PROJECT#: 062506				
1117		07/24	AP	12/18/23	0145199	US BANK	1,599.98		01/08/24
						BESTBUYCOM806874971455 TV (2)-PUBLIC WORKS			
1056		07/24	AP	12/15/23	0000000	O'DONNELL ACE HARDWARE	29.07		01/09/24
						SCREW DRIVER AND GLUE			
					PROJECT#: 062501				
1105		07/24	AP	12/15/23	0000000	MENARDS-CEDAR FALLS	23.58		01/09/24
						TILE CLEANER			
					PROJECT#: 062507				
1056		07/24	AP	12/14/23	0000000	ECHO GROUP, INC.	41.71		01/09/24
						LABELS CITY HALL			
					PROJECT#: 062501				
1114		07/24	AP	12/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.51		01/09/24
						OFFICE SUPPLIES, APPT BK, PAPER, PLANNER			

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GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER				

FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
1117		07/24	AP	12/14/23	0145199	US BANK	129.99		01/08/24
						BESTBUYCOM806874971455			
1056		07/24	AP	12/12/23	0000000	A-TEC RECYCLING, INC.	587.33		01/09/24
						LIGHT BULB RECYCLING			
	PROJECT#:					062506			
1056		07/24	AP	12/11/23	0000000	ECHO GROUP, INC.	775.22		01/09/24
						LIGHT BULBS			
	PROJECT#:					062509			
1125		07/24	AP	11/30/23	0000000	NAPA AUTO PARTS	1,724.69		01/09/24
						NAPA PARTS			
1056		07/24	AP	11/29/23	0000000	POLK'S LOCK SERVICE, INC.	3.74		01/09/24
						KEYS			
	PROJECT#:					062506			
1117		07/24	AP	11/24/23	0145199	US BANK	30.22		01/08/24
						PRACTICON INC			
	PROJECT#:					062503			
						CLAY TRAP O RINGS			
						ACCOUNT TOTAL	5,628.76	.00	5,628.76
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1117		07/24	AP	12/12/23	0145199	US BANK	151.54		01/08/24
						THE CERAMIC SHOP			
	PROJECT#:					062508			
						CERAMICS KILN REPAIR PART			
						ACCOUNT TOTAL	151.54	.00	151.54
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1122		07/24	AP	12/28/23	0000000	ECHO GROUP, INC.	12.95		01/09/24
						LIGHT FIXTURE REPAIR			
	PROJECT#:					062506			
1122		07/24	AP	12/27/23	0000000	ECHO GROUP, INC.	162.20		01/09/24
						LIGHT FIXTURE REPAIR			
	PROJECT#:					062506			
1105		07/24	AP	12/21/23	0000000	O'DONNELL ACE HARDWARE	42.76		01/09/24
						BUG FOGGER, SHOE COVERS A			
	PROJECT#:					062510			
1122		07/24	AP	12/20/23	0000000	FERGUSON ENTERPRISES, INC.	83.96		01/09/24
						STOOL VALVE REPAIR			
	PROJECT#:					062507			
1117		07/24	AP	12/18/23	0145199	US BANK	82.23		01/08/24
						AMAZON.COM*9HOM08PO3			
	PROJECT#:					062511			
1105		07/24	AP	12/15/23	0000000	MENARDS-CEDAR FALLS	18.69		01/09/24
						THRESHOLD			
	PROJECT#:					062509			
1117		07/24	AP	12/15/23	0145199	US BANK	34.40		01/08/24
						AMAZON.COM*YU0PL4G63			
						SHOWER FAUCET REPAIR			

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GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	

								POST DT	

FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued			
PROJECT#:		062511							
1056	07/24	AP	12/14/23	0000000	POLK'S LOCK SERVICE, INC.	110.00		01/09/24	
PROJECT#:		062511			LOCK KEYING SERVICE				
1117	07/24	AP	12/11/23	0145199	US BANK	131.47		01/08/24	
PROJECT#:		062511			PAYPAL *MARVELLIGHT				
					BLUETOOTH DEVICE FOR				
1056	07/24	AP	12/08/23	0000000	BENTON'S READY MIX CONCRETE,	2,466.75		01/09/24	
PROJECT#:		062506			CONCRETE-REPAIRS 2200TECH				
1117	07/24	AP	12/08/23	0145199	US BANK	804.00		01/08/24	
PROJECT#:		062507			AIRIUS				
					UV BULBS				
1056	07/24	AP	12/05/23	0000000	VAN METER, INC.	444.12		01/09/24	
PROJECT#:		062511			LIGHTING CONTROLLERS				
					PUBLIC SAFETY				
1117	07/24	AP	11/21/23	0145199	US BANK	51.98		01/08/24	
PROJECT#:		062506			AMZN MKTP US*D87W867L3				
					CURRENT SWITCH				
ACCOUNT TOTAL						4,445.51	.00	4,445.51	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
1056	07/24	AP	12/12/23	0000000	PLUNKETT'S PEST CONTROL, INC	83.46		01/09/24	
PROJECT#:		062509			PEST CONTROL				
					V&T				
1056	07/24	AP	12/11/23	0000000	PLUNKETT'S PEST CONTROL, INC	42.00		01/09/24	
PROJECT#:		062506			PEST CONTROL				
					PW				
ACCOUNT TOTAL						125.46	.00	125.46	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
1056	07/24	AP	12/03/24	0000000	CHRISTIE DOOR COMPANY	1,024.50		01/09/24	
PROJECT#:		062510			OVERHEAD DOOR REPAIR				
					FIRE PUBLIC SAFETY				
1114	07/24	AP	01/01/24	0000000	FRESH START CLEANING SOLUTION	4,500.00		01/09/24	
PROJECT#:		062501			JANITORIAL SERVICES				
1114	07/24	AP	01/01/24	0000000	FRESH START CLEANING SOLUTION	700.00		01/09/24	
PROJECT#:		062509			JANITORIAL SERVICES				
1114	07/24	AP	01/01/24	0000000	FRESH START CLEANING SOLUTION	7,000.00		01/09/24	
PROJECT#:		062507			JANITORIAL SERVICES				
1114	07/24	AP	01/01/24	0000000	FRESH START CLEANING SOLUTION	3,165.00		01/09/24	
PROJECT#:		062507			JANITORIAL SERVICES				

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FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
PROJECT#: 062511									
1114		07/24 AP		01/01/24	0000000	FRESH START CLEANING SOLUTION	770.00		01/09/24
JANITORIAL SERVICES									
PROJECT#: 062508									
1114		07/24 AP		01/01/24	0000000	FRESH START CLEANING SOLUTION	3,300.00		01/09/24
JANITORIAL SERVICES									
PROJECT#: 062503									
1114		07/24 AP		01/01/24	0000000	FRESH START CLEANING SOLUTION	1,865.00		01/09/24
JANITORIAL SERVICES									
PROJECT#: 062506									
1114		07/24 AP		01/01/24	0000000	FRESH START CLEANING SOLUTION	1,500.00		01/09/24
JANITORIAL SERVICES									
PROJECT#: 062505									
1122		07/24 AP		01/01/24	0000000	WOODMAN CONTROLS COMPANY	6,079.80		01/09/24
BUILDING CONTROL PREVENT MAINT TECH SUPPORT									
PROJECT#: 062507									
1114		07/24 AP		12/28/23	0000000	CITY LAUNDERING CO.	58.90		01/09/24
FIRST AID SUPPLIES									
PROJECT#: 062501									
1105		07/24 AP		12/22/23	0000000	ARAMARK	134.80		01/09/24
MAT AND TOWEL SERVICE									
PROJECT#: 062506									
1105		07/24 AP		12/22/23	0000000	ARAMARK	56.85		01/09/24
MAT SERVICE									
PROJECT#: 062501									
ACCOUNT TOTAL							30,154.85	0.00	30,154.85
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1105		07/24 AP		12/28/23	0000000	TESTAMERICA LABORATORIES, INC	24.61		01/09/24
PRO SHOP WATER TEST									
ACCOUNT TOTAL							24.61	0.00	24.61
101-6625-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1051		07/24 AP		12/15/23	0000000	IOWA STATE UNIVERSITY	20.00		01/09/24
24 WINTER IA CONCRETE-WLO 4 BOX LUNCHES									
ACCOUNT TOTAL							20.00	0.00	20.00
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1114		07/24 AP		12/28/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	38.10		01/09/24
CALENDAR AND PADS									
1114		07/24 AP		12/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	13.16		01/09/24
OFFICE SUPPLIES, APPT BK, PAPER, PLANNER									
ACCOUNT TOTAL							51.26	0.00	51.26

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FUND 101 GENERAL FUND										
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1122		07/24	AP	01/03/24	0000000	BUILDERS SELECT LLC	191.96			01/09/24
						BATHROOM LOCKS				
1114		07/24	AP	12/29/23	0000000	STOKES WELDING	1,355.92			01/09/24
						ARBORIST SAWS				
1114		07/24	AP	12/28/23	0000000	CITY LAUNDERING CO.	22.92			01/09/24
						FIRST AID SUPPLIES				
1105		07/24	AP	12/27/23	0000000	BUILDERS SELECT LLC	128.97			01/09/24
						PARKS BATHROOM LOCKS				
1105		07/24	AP	12/27/23	0000000	BUILDERS SELECT LLC	214.95			01/09/24
						PARKS BATHROOM LOCKS				
1056		07/24	AP	12/20/23	0000000	BENTON BUILDING CENTER	58.71			01/09/24
						LITTLE RED SCHOOL HOUSE BATHROOM				
1105		07/24	AP	12/20/23	0000000	MENARDS-CEDAR FALLS	220.74			01/09/24
						HEATER/PLUGS/BRAKER/SEALS				
1105		07/24	AP	12/20/23	0000000	POLK'S LOCK SERVICE, INC.	20.00			01/09/24
						PARK KEYS				
1105		07/24	AP	12/19/23	0000000	ECHO GROUP, INC.	193.12			01/09/24
						120V PLUGS				
1105		07/24	AP	12/19/23	0000000	ECHO GROUP, INC.	144.22			01/09/24
						240V PLUGS, PANEL				
1114		07/24	AP	12/14/23	0000000	SERVICEWEAR APPAREL, INC.	24.13			01/09/24
						UNIFORMS FOR KEVIN C				
1114		07/24	AP	12/04/23	0000000	SERVICEWEAR APPAREL, INC.	114.63			01/09/24
						UNIFORMS FOR LOGAN G				
1125		07/24	AP	11/30/23	0000000	NAPA AUTO PARTS	391.65			01/09/24
						NAPA PARTS				
1056		07/24	AP	11/21/23	0000000	POLK'S LOCK SERVICE, INC.	43.50			01/09/24
						KEYS FOR PARKS				
						ACCOUNT TOTAL	3,125.42	.00		3,125.42
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1056		07/24	AP	12/15/23	0000000	COOLEY PUMPING, LLC	125.00			01/09/24
						PORTA POTTY				
						EL DORADO				
						ACCOUNT TOTAL	125.00	.00		125.00
						FUND TOTAL	236,303.68	6,126.01		230,177.67
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1114		07/24	AP	12/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	8.78			01/09/24
						OFFICE SUPPLIES, APPT BK,				
						PAPER, PLANNER				
						ACCOUNT TOTAL	8.78	.00		8.78

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FUND 206 STREET CONSTRUCTION FUND											
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL											
1122		07/24 AP		01/02/24	0000000	NORTHLAND PRODUCTS CO.	3,102.00			01/09/24	
1114		07/24 AP		12/27/23	0000000	BRINE SYSTEM ANTIFREEZE				01/09/24	
1056		07/24 AP		12/15/23	0000000	FERTILIZER DEALER SUPPLY, INC	287.20			01/09/24	
1114		07/24 AP		12/15/23	0000000	BRINE FITTINGS				01/09/24	
1114		07/24 AP		12/15/23	0000000	MENARDS-CEDAR FALLS	2.02			01/09/24	
1114		07/24 AP		12/15/23	0000000	PARTS FOR BRINE SYSTEMS				01/09/24	
1056		07/24 AP		12/08/23	0000000	FERTILIZER DEALER SUPPLY, INC	48.12			01/09/24	
1125		07/24 AP		11/30/23	0000000	BRINE SYSTEMS				01/09/24	
		07/24 AP		12/15/23	0000000	FERTILIZER DEALER SUPPLY, INC	507.61			01/09/24	
		07/24 AP		12/08/23	0000000	BRINE SYSTEMS				01/09/24	
		07/24 AP		12/08/23	0000000	COMPASS MINERALS AMERICA	5,036.50			01/09/24	
		07/24 AP		11/30/23	0000000	ROAD SALT				01/09/24	
		07/24 AP		11/30/23	0000000	NAPA AUTO PARTS	718.38			01/09/24	
		07/24 AP		11/30/23	0000000	NAPA PARTS				01/09/24	
		ACCOUNT TOTAL						9,701.83	.00		9,701.83
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES											
1114		07/24 AP		12/28/23	0000000	CITY LAUNDERING CO.	22.92			01/09/24	
		07/24 AP		12/28/23	0000000	FIRST AID SUPPLIES				01/09/24	
		ACCOUNT TOTAL						22.92	.00		22.92
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR											
1056		07/24 AP		12/11/23	0000000	MENARDS-CEDAR FALLS	15.98			01/09/24	
1056		07/24 AP		12/07/23	0000000	SANITARY CLEANOUT				01/09/24	
		07/24 AP		12/07/23	0000000	BENTON'S READY MIX CONCRETE,	1,064.00			01/09/24	
		07/24 AP		12/07/23	0000000	CONCRETE-REPAIRS 2200TECH				01/09/24	
		ACCOUNT TOTAL						1,079.98	.00		1,079.98
206-6637-436.73-32 OTHER SUPPLIES / STREETS											
1105		07/24 AP		12/20/23	0000000	ZIMCO SUPPLY CO.	718.50			01/09/24	
1117		07/24 AP		12/19/23	0145199	RIGHT OF WAY SEEDING				01/08/24	
1117		07/24 AP		12/19/23	0145199	US BANK	392.56			01/08/24	
1117		07/24 AP		12/19/23	0145199	TRACTOR-SUPPLY-CO #0146				01/08/24	
1125		07/24 AP		11/30/23	0000000	FENCING FOR DITCH MAINT	169.14			01/08/24	
		07/24 AP		11/30/23	0000000	US BANK				01/09/24	
		07/24 AP		11/30/23	0000000	FLEET FARM 5600				01/09/24	
		07/24 AP		11/30/23	0000000	1ST AND UNION FENCING				01/09/24	
		07/24 AP		11/30/23	0000000	NAPA AUTO PARTS	211.51			01/09/24	
		07/24 AP		11/30/23	0000000	NAPA PARTS				01/09/24	
		ACCOUNT TOTAL						1,491.71	.00		1,491.71
206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING											
1114		07/24 AP		12/29/23	0000000	BLACK HAWK RENTAL	67.98			01/09/24	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING						continued		
1056				07/24 AP 12/18/23	0000000	CHAIN SAW CHAIN BLACK HAWK RENTAL	36.99	01/09/24
						TRIMMER KNIFE BLADE		
ACCOUNT TOTAL						104.97	.00	104.97
206-6637-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1114				07/24 AP 12/28/23	0000000	CEDAR FALLS UTILITIES 1500 HYDRANT USAGE	92.56	01/09/24
ACCOUNT TOTAL						92.56	.00	92.56
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS								
1051				07/24 AP 01/02/24	0000000	PETERSON CONTRACTORS	68,453.01	01/09/24
						3240-W 27TH STREET RECON PROJECT#: 023240		
1051				07/24 AP 12/13/23	0000000	AECOM TECHNICAL SERVICES, INC THROUGH 12/08/23	8,835.78	01/09/24
						3240-W 27TH ST RECON PROJECT#: 023240		
ACCOUNT TOTAL						77,288.79	.00	77,288.79
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1114				07/24 AP 12/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT OFFICE SUPPLIES, APPT BK, PAPER, PLANNER	4.39	01/09/24
ACCOUNT TOTAL						4.39	.00	4.39
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1114				07/24 AP 01/03/24	0000000	O'DONNELL ACE HARDWARE	26.99	01/09/24
1056				07/24 AP 12/14/23	0000000	PIGTAILS WITH SCREWS ECHO GROUP, INC.	254.77	01/09/24
						PVC JUNCTION BOX DP CONTACTOR		
1056				07/24 AP 12/12/23	0000000	ECHO GROUP, INC.	17.82	01/09/24
						PAS SOCKET REDUCER		
1117				07/24 AP 11/21/23	0145199	US BANK NRWELL.COM	309.00	01/08/24
						FAN REPLACEMENT KIT		
ACCOUNT TOTAL						608.58	.00	608.58
206-6647-436.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES								
1117				07/24 AP 12/20/23	0145199	US BANK	.55	01/08/24
						STATE FIRE MARSHAL DIV EL ELECTRICAL LICENSE		
1117				07/24 AP 12/20/23	0145199	US BANK	20.00	01/08/24

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FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES STATE FIRE MARSHAL DIV EL ELECTRICAL LICENSE	continued		
						ACCOUNT TOTAL	20.55	.00	20.55
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS									
1114		07/24 AP		01/02/24	0000000	O'DONNELL ACE HARDWARE DRILL, HOLE SAW	122.98		01/09/24
						ACCOUNT TOTAL	122.98	.00	122.98
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1114		07/24 AP		12/28/23	0000000	CITY LAUNDERING CO. FIRST AID SUPPLIES	12.53		01/09/24
						ACCOUNT TOTAL	12.53	.00	12.53
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1056		07/24 AP		12/13/23	0000000	TRAFFIC CONTROL CORPORATION BATTERIES FOR SIGNALS	5,680.00		01/09/24
						ACCOUNT TOTAL	5,680.00	.00	5,680.00
206-6647-436.93-01 EQUIPMENT / EQUIPMENT									
1125		07/24 AP		12/20/23	0000000	EZ-LINER TRAFFIC PAVEMENT LINE PAINTER PW03294	219,530.61		01/09/24
						ACCOUNT TOTAL	219,530.61	.00	219,530.61
						FUND TOTAL	315,771.18	.00	315,771.18
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			
1145		07/24 AP		01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28		01/09/24
						ACCOUNT TOTAL	2.28	.00	2.28
						FUND TOTAL	2.28	.00	2.28

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.52		01/09/24
ACCOUNT TOTAL							1.52	.00	1.52
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1073		06/24	AP	10/31/23	0004848	IOWA NORTHLAND REGIONAL CO. O FFY22 RENTAL REHAB		562.67	12/28/23
ACCOUNT TOTAL							.00	562.67	562.67-
223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT									
1069		07/24	AP	12/14/23	0000000	COURIER LEGAL COMMUNICATIONS NOI RELEASE FUNDS PROJECT#: 023325	82.92		01/09/24
ACCOUNT TOTAL							82.92	.00	82.92
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1073		06/24	AP	10/31/23	0004848	IOWA NORTHLAND REGIONAL CO. O FFY22 RENTAL REHAB OCTOBER EXPENSES	562.67		12/28/23
ACCOUNT TOTAL							562.67	.00	562.67
FUND TOTAL							647.11	562.67	84.44
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON									
1145		07/24	AP	12/29/23	0000000	AHLERS AND COONEY, P.C. LGL:023271:N.CDR HTS 11/20/23-12/12/23	1,477.57		01/09/24
PROJECT#: 023271									
1051		07/24	AP	12/13/23	0000000	AECOM TECHNICAL SERVICES, INC 3271-N CEDAR HEIGHTS PH1 11/11-12/08/23	20,769.49		01/09/24
PROJECT#: 023271									
1051		07/24	AP	12/06/23	0000000	AECOM TECHNICAL SERVICES, INC 3271-N CEDAR HEIGHTS PH1 11/04-12/01/23 SURVEY	15,040.52		01/09/24
PROJECT#: 023271									
ACCOUNT TOTAL							37,287.58	.00	37,287.58
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
1051		07/24	AP	09/26/23	0000000	BERGEN PLUMBING, HEATING & CO	217.85		01/09/24

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									POST DT
FUND 242 STREET REPAIR FUND									
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION continued									
		3299-2023				STREET RECON			
PROJECT#:		023299				EVAL PIPE LINE-1424 18TH			
ACCOUNT TOTAL							217.85	.00	217.85
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
1051		07/24 AP	01/02/24	0000000		PETERSON CONTRACTORS	116,648.96		01/09/24
		3283-MAIN ST				RECONSTRUCT			
PROJECT#:		023283							
1051		07/24 AP	12/29/23	0000000		TERRACON CONSULTANTS, INC.	122.50		01/09/24
		3283-MAIN ST				RECONSTRUCT			
PROJECT#:		023283				THROUGH 12/23/23			
ACCOUNT TOTAL							116,771.46	.00	116,771.46
FUND TOTAL							154,276.89	.00	154,276.89
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1145		07/24 AP	01/02/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	2.95		01/09/24
		SHARPIES/CORRECTION TAPE				POST-ITS/FILE FOLDER TABS			
1145		07/24 AP	01/02/24	0000000		OFFICE EXPRESS OFFICE PRODUCT	3.04		01/09/24
		COPY PAPER							
1117		07/24 AP	12/01/23	0145199		US BANK	171.31		01/08/24
		B&H PHOTO 800-606-6969				INK CARTRIDGE/LAVALIER MIC			
ACCOUNT TOTAL							177.30	.00	177.30
254-1088-431.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
1117		07/24 AP	12/04/23	0145199		US BANK	2,039.40		01/08/24
		ADOBE *STOCK				ADOBE CLOUD RENEWAL			
ACCOUNT TOTAL							2,039.40	.00	2,039.40
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1117		07/24 AP	11/30/23	0145199		US BANK	447.72		01/08/24
		B&H PHOTO 800-606-6969				512GB SDXC MEMORY CARD			
ACCOUNT TOTAL							447.72	.00	447.72
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
1117		07/24 AP	12/04/23	0145199		US BANK	35.00		01/08/24
		SP ASHEDESIGN				OVERLAYS/TEMPLATES/BANNER			

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT	BALANCE
										POST DT
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING continued										
1117		07/24	AP	12/04/23	0145199	US BANK	132.00			01/08/24
						SPORTTEMPLATES.NET				
1117		07/24	AP	11/27/23	0145199	US BANK	271.00			01/08/24
						SHIRK PHOTO				
1117		07/24	AP	11/27/23	0145199	US BANK	210.00			01/08/24
						MY PHOTO BORDERS				
1117		07/24	AP	11/27/23	0145199	US BANK	64.60			01/08/24
						PHOTOBACKS.COM				
						ACCOUNT TOTAL	712.60	.00		712.60
254-1088-431.93-01 EQUIPMENT / EQUIPMENT										
1145		07/24	AP	12/27/23	0000000	CASTUS CORPORATION	54,057.00			01/09/24
						QUICKROLL 4K VIDEO SERVER				
						ACCOUNT TOTAL	54,057.00	.00		54,057.00
						FUND TOTAL	57,434.02	.00		57,434.02
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.85			01/09/24
						SHARPIES/CORRECTION TAPE				
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			01/09/24
						COPY PAPER				
						ACCOUNT TOTAL	4.13	.00		4.13
258-5531-435.81-22 PROFESSIONAL SERVICES / PARKING STUDY										
1069		07/24	AP	12/28/23	0000000	FISHBECK	9,835.75			01/09/24
						PARKING STUDY				
						ACCOUNT TOTAL	9,835.75	.00		9,835.75
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
1069		07/24	AP	12/31/23	0000000	IPS GROUP, INC	127.87			01/09/24
						GATEWAY FEES-DECEMBER'23				
						(2 PAY STATIONS)				
						ACCOUNT TOTAL	127.87	.00		127.87
						FUND TOTAL	9,967.75	.00		9,967.75

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									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE									
1117		07/24	AP	12/15/23	0145199	US BANK	12.72		01/08/24
						THE UPS STORE 5189			
						SHIP VISITOR GUIDE PROOF			
ACCOUNT TOTAL							12.72	.00	12.72
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM									
1115		07/24	AP	01/01/24	0000000	SPINUTECH WEB DESIGN, INC.	650.00		01/09/24
						QTRLY CMS LICENSE/SUPPORT			
						FEE/HOSTING JAN-FEB-MAR24			
ACCOUNT TOTAL							650.00	.00	650.00
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
1115		07/24	AP	12/22/23	0000000	MOXIE	3,600.00		01/09/24
						CREATIVE AD DESIGN-SOCIAL			
						/GOOGLE/RETARGETING			
1115		07/24	AP	12/20/23	0000000	MOXIE	475.00		01/09/24
						MONTH 4 REPORTING			
1117		07/24	AP	12/11/23	0145199	US BANK	10.15		01/08/24
						FACEBK VZ594VFGFB2			
						MOXIE CAMPAIGN AD QTR 2			
1117		07/24	AP	12/11/23	0145199	US BANK	117.55		01/08/24
						FACEBK 2EE9AUXFB2			
						MOXIE QTR 2 NOV25-DEC7			
1117		07/24	AP	12/11/23	0145199	US BANK	20.35		01/08/24
						FACEBK 2EE9AUXFB2			
						BIG SOIL HEALTH			
1117		07/24	AP	12/04/23	0145199	US BANK	344.28		01/08/24
						GOOGLE*ADS4363039278			
						MOXIE QTR 1&2 ADS			
1117		07/24	AP	11/27/23	0145199	US BANK	135.35		01/08/24
						FACEBK KHKWUTXFB2			
						MOXIE QTR2 NOV8-26			
1117		07/24	AP	11/27/23	0145199	US BANK	30.00		01/08/24
						FACEBK KHKWUTXFB2			
						HOLIDAY SHOP SMALL BUSINS			
1117		07/24	AP	11/27/23	0145199	US BANK	9.65		01/08/24
						FACEBK KHKWUTXFB2			
						BIG SOIL HEALTH			
ACCOUNT TOTAL							4,742.33	.00	4,742.33
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1117		07/24	AP	12/19/23	0145199	US BANK	265.00		01/08/24
						EVENT* 2024 IOWA TOURI			
						JENNIFER-IA TOURSIM CONF			
PROJECT#:		032424							
ACCOUNT TOTAL							265.00	.00	265.00
261-2291-423.83-07 TRANSPORTATION&EDUCATION / REGISTRATIONS									
1117		07/24	AP	12/19/23	0145199	US BANK	362.00		01/08/24
						SQ *IOWA BICYCLING ACTION			
						BOOTH FEE/PARKING PASS			
PROJECT#:		032420							
ACCOUNT TOTAL							362.00	.00	362.00

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									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE									
1115		07/24	AP	12/22/23	0000000	ARAMARK	7.80		01/09/24
						MAT SERVICE			
ACCOUNT TOTAL							7.80	.00	7.80
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS									
1117		07/24	AP	12/12/23	0145199	US BANK	72.00		01/08/24
						SQ *HERE'S WHAT'S POPPIN			
						ITEMS FOR GIFT BAGS			
1117		07/24	AP	12/11/23	0145199	US BANK	15.02		01/08/24
						FAREWAY STORES #951			
						VOLUNTEER APPRECIATION			
1117		07/24	AP	12/08/23	0145199	US BANK	13.44		01/08/24
						SAMS CLUB #6514			
						VOLUNTEER APPRECIATION			
ACCOUNT TOTAL							100.46	.00	100.46
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS									
1115		07/24	AP	12/20/23	0000000	STRATEGIC IMAGING	113.70		01/09/24
						WRESTLING WELCOME BANNER			
						FOR BROCHURE STAND			
1117		07/24	AP	11/22/23	0145199	US BANK	37.50		01/08/24
						TST* BIGFOOTBETTYS			
						CLIENT LUNCH (7V7 FBALL)			
ACCOUNT TOTAL							151.20	.00	151.20
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS									
1115		07/24	AP	12/19/23	0000000	IOWA COMM. COLLEGE ATHL. CONF	1,000.00		01/09/24
						2 TEAMS STAYED CF HOTELS			
						GAME ONE BOWL AT UNIDOME			
ACCOUNT TOTAL							1,000.00	.00	1,000.00
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS									
1101		07/24	AP	01/02/24	0000000	SOBCZAK, ROBERT	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
						FEE-1ST PAYMENT			
PROJECT#:						032372			
1101		07/24	AP	12/20/23	0000000	MILLER, ALEXANDER	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
						FEE-1ST PAYMENT			
PROJECT#:						032372			
1101		07/24	AP	12/20/23	0000000	STOUT, AMANDA	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
						FEE-1ST PAYMENT			
PROJECT#:						032372			
1101		07/24	AP	12/20/23	0000000	WEGNER, AMBER	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
						FEE-1ST PAYMENT			
PROJECT#:						032372			
1101		07/24	AP	12/20/23	0000000	GOTERA, AMELIA	1,000.00		01/09/24
						PANTHERS ON PARADE ARTIST			
						FEE-1ST PAYMENT (2 POP)			
PROJECT#:						032372			

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									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS						continued			
1101		07/24	AP	12/20/23	0000000	MILLER, BRET	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT			
1101		07/24	AP	12/20/23	0000000	BARDLE, CAITLYN	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT			
1101		07/24	AP	12/20/23	0000000	SLACK, CASEY	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT			
1101		07/24	AP	12/20/23	0000000	MCKINZIE, CHAD	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT			
1101		07/24	AP	12/20/23	0000000	VANDER WIEL, JAYLIN	1,000.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT (2 POP)			
1101		07/24	AP	12/20/23	0000000	DESNOYERS, KARIN	1,000.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT (2 POP)			
1101		07/24	AP	12/20/23	0000000	RUNYAN, LEAH	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT			
1101		07/24	AP	12/20/23	0000000	INGAMELLS, MARY KAY	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT			
1101		07/24	AP	12/20/23	0000000	HEINE, RACHEL	1,000.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT (2 POP)			
1101		07/24	AP	12/20/23	0000000	SMITH, RACHAEL	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT			
1101		07/24	AP	12/20/23	0000000	GAVIN, SALINA	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT			
1101		07/24	AP	12/20/23	0000000	FITZGERALD, SARA	1,500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT (3 POP)			
1101		07/24	AP	12/20/23	0000000	FEVER, STEPHANIE	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT			
1101		07/24	AP	12/20/23	0000000	ROLINGER, SUSAN	500.00		01/09/24
						PANTHERS ON PARADE ARTIST			
	PROJECT#:				032372	FEE-1ST PAYMENT			
ACCOUNT TOTAL							12,500.00	.00	12,500.00
261-2291-423.93-01 EQUIPMENT / EQUIPMENT									
1117		07/24	AP	12/19/23	0145199	US BANK	87.01		01/08/24
						AMAZON.COM*R76T63DW3			
						2 HEAVY DUTY STEEL CROWD			

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.93-01 EQUIPMENT / EQUIPMENT continued									
ACCOUNT TOTAL							87.01	.00	87.01
FUND TOTAL							19,878.52	.00	19,878.52
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1119		07/24	AP	12/01/23	0145199	US BANK	14.96		01/08/24
						AMAZON.COM*X49Y11SS3			
						POPCORN SEASONING			
1119		07/24	AP	11/30/23	0145199	US BANK	32.91		01/08/24
						AMAZON.COM*MG7AI4J73			
						REGULAR & DECAF COFFEE			
ACCOUNT TOTAL							47.87	.00	47.87
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
935		07/24	AP	12/22/23	0000000	ARAMARK	7.80		01/09/24
						COMM. CENTER MAT SERVICE			
ACCOUNT TOTAL							7.80	.00	7.80
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
935		07/24	AP	12/20/23	0000000	HEARST CENTER FOR THE ARTS	100.00		01/09/24
						GROUP ART ACTIVITY 12/20			
1119		07/24	AP	12/20/23	0145199	US BANK	85.00		01/08/24
						AMAZON.COM*UH10TOEH3			
						NOTEBOOKS (X10)			
1119		07/24	AP	12/04/23	0145199	US BANK	105.49		01/08/24
						AMZN MKTP US*DC1K41V03			
						WREATH MAKING SUPPLIES			
ACCOUNT TOTAL							290.49	.00	290.49
FUND TOTAL							346.16	.00	346.16
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									

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 297 REC FACILITIES CAPITAL									
297-2253-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
1129		06/24 AP		10/10/23	0144651	HAWKEYE ALARM & SIGNAL CO. NEW WIRING-DOOR TO PANEL REPAIRED	334.80		01/05/24
						ACCOUNT TOTAL	334.80	.00	334.80
						FUND TOTAL	334.80	.00	334.80
FUND 298 HEARST CAPITAL									
298-2280-423.89-39						MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS			
1117		07/24 AP		12/20/23	0145199	US BANK STAS PICTURE HANGING ART HANGING SYSTEM	912.44		01/08/24
						ACCOUNT TOTAL	912.44	.00	912.44
						FUND TOTAL	912.44	.00	912.44
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43						CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE			
1051		07/24 AP		01/02/24	0000000	PETERSON CONTRACTORS	853,740.72		01/09/24
						PROJECT#: 3290-CEDAR RIVER REC 023290			
						ACCOUNT TOTAL	853,740.72	.00	853,740.72
						FUND TOTAL	853,740.72	.00	853,740.72
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
410-1220-431.96-78						SEWER BOND PROJECTS / NUTRIENT REMOV/FAC PLAN			
1111		07/24 AP		12/13/23	0000000	STRAND ASSOCIATES, INC. UPGRADES ENG SERVICES	1,359.53		01/09/24
						PROJECT#: 023322			
						ACCOUNT TOTAL	1,359.53	.00	1,359.53
						FUND TOTAL	1,359.53	.00	1,359.53

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									POST DT
FUND 430	2004	TIF				BOND			
FUND 431	2014	BOND							
FUND 432	2003	BOND							
FUND 433	2001	TIF							
FUND 434	2024	BOND							
FUND 435	1999	TIF							
FUND 436	2012	BOND							
FUND 437	2018	BOND							
FUND 438	2020	BOND FUND							
438-1220-431.98-83		CAPITAL PROJECTS /				CEDAR HGTS DRIVE RECON			
1051	07/24	AP		01/02/24	0000000	PETERSON CONTRACTORS	15,787.45		01/09/24
						3171-CEDAR HEIGHTS RECON			
PROJECT#:					023171				
1051	07/24	AP		12/29/23	0000000	TERRACON CONSULTANTS, INC.	1,470.00		01/09/24
						3171-CEDAR HEIGHTS RECON			
PROJECT#:					023171	THROUGH 12/23/23			
1051	07/24	AP		12/27/23	0000000	SNYDER & ASSOCIATES, INC.	6,916.40		01/09/24
						3171-CEDAR HEIGHTS RECON			
PROJECT#:					023171	THROUGH 11/30/23			
						ACCOUNT TOTAL	24,173.85	.00	24,173.85
438-1220-431.98-87		CAPITAL PROJECTS /				SLOPE REPAIR			
1051	07/24	AP		12/12/23	0000000	AECOM TECHNICAL SERVICES, INC	1,647.99		01/09/24
						3256-GREENWOOD CEM SLOPE			
PROJECT#:					023256	11/11-12/08/23			
						ACCOUNT TOTAL	1,647.99	.00	1,647.99
						FUND TOTAL	25,821.84	.00	25,821.84
FUND 439	2022	BOND FUND							
FUND 443		CAPITAL PROJECTS							
443-1220-431.98-81		CAPITAL PROJECTS /				PICKLE BALL COURTS			
1107	07/24	AP		12/20/23	0000000	ECHO GROUP, INC.	1,521.49		01/09/24
						ELECTRICAL WIRE			
PROJECT#:					023331				
1056	07/24	AP		10/20/23	0000000	MENARDS-CEDAR FALLS	37.00		01/09/24
						ORCHARD HILL PARK LUMBER			
PROJECT#:					023331				
						ACCOUNT TOTAL	1,558.49	.00	1,558.49
						FUND TOTAL	1,558.49	.00	1,558.49

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FUND 472						PARKADE RENOVATION			
FUND 473						SIDEWALK ASSESSMENT			
FUND 483						ECONOMIC DEVELOPMENT			
483-2245-432.89-16						MISCELLANEOUS SERVICES / ECON DEVEL MARKETING			
1145		07/24	AP	01/03/24	0000000	CEDAR FALLS ECONOMIC DEVELOPM	30,000.00		01/09/24
						FUNDS FROM CFU PILOT FOR ECONOMIC DEVELOPMENT			
						ACCOUNT TOTAL	30,000.00	.00	30,000.00
						FUND TOTAL	30,000.00	.00	30,000.00
FUND 484						ECONOMIC DEVELOPMENT LAND			
FUND 541						2018 STORM WATER BONDS			
FUND 544						2008 SEWER BONDS			
FUND 545						2018 SEWER BONDS			
FUND 546						SEWER IMPROVEMENT FUND			
FUND 547						SEWER RESERVE FUND			
FUND 548						1997 SEWER BOND FUND			
FUND 549						1992 SEWER BOND FUND			
FUND 550						2000 SEWER BOND FUND			
FUND 551						REFUSE FUND			
551-6675-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1114		07/24	AP	12/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	13.16		01/09/24
						OFFICE SUPPLIES, APPT BK, PAPER, PLANNER			
						ACCOUNT TOTAL	13.16	.00	13.16
551-6685-426.81-20						PROFESSIONAL SERVICES / HUMANE SOCIETY			
1061		07/24	AP	01/02/24	0000000	WATERLOO, CITY OF	305.55		01/09/24
						DEER DISPOSAL;12/1-12/31			
						ACCOUNT TOTAL	305.55	.00	305.55
551-6685-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1114		07/24	AP	12/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	23.70		01/09/24
						OFFICE SUPPLIES, APPT BK, PAPER, PLANNER			
						ACCOUNT TOTAL	23.70	.00	23.70
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1114		07/24	AP	12/31/23	0000000	CULLIGAN WATER CONDITIONING	7.75		01/09/24
						WATER AT TRANSFER ST			
1117		07/24	AP	12/01/23	0145199	US BANK	23.46		01/08/24
						AMAZON.COM*G26VX2M63 CLIPBOARD STORAGE CASE			
						ACCOUNT TOTAL	31.21	.00	31.21

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									POST DT
FUND 551 REFUSE FUND									
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS									
1122		07/24	AP	01/02/24	0000000	O'DONNELL ACE HARDWARE	34.07		01/09/24
						DRILL BITS			
						STYROFOAM MACHINE INSTALL			
ACCOUNT TOTAL							34.07	.00	34.07
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1114		07/24	AP	12/28/23	0000000	CITY LAUNDERING CO.	79.82		01/09/24
						FIRST AID SUPPLIES			
1069		07/24	AP	09/23/22	0000000	CITY LAUNDERING CO.		78.99	01/09/24
						CREDIT DOUBLE PAYMENT			
						INV. S5004809			
ACCOUNT TOTAL							79.82	78.99	.83
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
1122		07/24	AP	01/03/24	0000000	C & C WELDING & SANDBLASTING	530.14		01/09/24
						SCRAP STEEL- BUNKER WALL			
1122		07/24	AP	01/03/24	0000000	C & C WELDING & SANDBLASTING	1,050.19		01/09/24
						TRAILER TURN BUCKLES			
						TRANSFER STATION			
1114		07/24	AP	12/27/23	0000000	O'DONNELL ACE HARDWARE	5.69		01/09/24
						MAILBOX REPAIR AT 1033			
1056		07/24	AP	12/12/23	0000000	MENARDS-CEDAR FALLS	43.44		01/09/24
						SOAP DISPENSER AND FLUID			
						AT TRANSFER ST			
ACCOUNT TOTAL							1,629.46	.00	1,629.46
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1125		07/24	AP	11/30/23	0000000	NAPA AUTO PARTS	838.92		01/09/24
						NAPA PARTS			
ACCOUNT TOTAL							838.92	.00	838.92
551-6685-436.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1105		07/24	AP	12/10/23	0000000	U.S. CELLULAR	279.36		01/09/24
						SECURITY CAMERA DATA FEES			
						RECYCLING SITES			
ACCOUNT TOTAL							279.36	.00	279.36
551-6685-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1117		07/24	AP	12/14/23	0145199	US BANK	34.78		01/08/24
						JIMMY JOHNS - 2490 - E			
						LUNCH FOR TRANSFER ST			
ACCOUNT TOTAL							34.78	.00	34.78

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FUND 551 REFUSE FUND									
551-6685-436.86-36						REPAIR & MAINTENANCE / TRANSFER STATION MAINT.			
1114				07/24 AP 12/15/23	0000000	ECHO GROUP, INC.	308.66		01/09/24
						TRANSFER LIGHTING UPGRADE			
						ACCOUNT TOTAL	308.66	.00	308.66
551-6685-436.86-37 REPAIR & MAINTENANCE / REFUSE CART TRACKING SW									
1056				07/24 AP 12/18/23	0000000	ROUTEWARE, INC.	145.60		01/09/24
						RFID ANTENNA CONNECTS			
						ACCOUNT TOTAL	145.60	.00	145.60
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1114				07/24 AP 12/16/23	0000000	LIBERTY TIRE RECYCLING, LLC	1,448.06		01/09/24
						SCRAP TIRE RECYCLING			
1058				06/24 AP 10/18/23	0144607	BLACK HAWK CO SOLID WASTE MGM		1,358.72	12/27/23
						VOID CHECK-LOST CHECK			
						HAZARDOUS WASTE DISPOSAL			
						ACCOUNT TOTAL	1,448.06	1,358.72	89.34
551-6685-436.93-01 EQUIPMENT / EQUIPMENT									
1125				07/24 AP 12/28/23	0000000	ELLIOTT EQUIPMENT CO.	265,950.00		01/09/24
						ASL GARBAGE TRUCK #346			
						PW03295			
						ACCOUNT TOTAL	265,950.00	.00	265,950.00
						FUND TOTAL	271,122.35	1,437.71	269,684.64
FUND 552 SEWER RENTAL FUND									
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1114				07/24 AP 12/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.02		01/09/24
						OFFICE SUPPLIES, APPT BK,			
						PAPER, PLANNER			
						ACCOUNT TOTAL	7.02	.00	7.02
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS									
1111				07/24 AP 12/27/23	0000000	CAMPBELL SUPPLY WATERLOO	69.31		01/09/24
						PUNCH			
1111				07/24 AP 12/26/23	0000000	CAMPBELL SUPPLY WATERLOO	246.53		01/09/24
						BULL PINS, PRYBARS			
						PUNCHES			
						ACCOUNT TOTAL	315.84	.00	315.84

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FUND 552 SEWER RENTAL FUND									
552-6665-436.72-17 OPERATING SUPPLIES / UNIFORMS									
1114		07/24	AP	12/14/23	0000000	SERVICEWEAR APPAREL, INC. UNIFORMS FOR TYLER G	27.35		01/09/24
ACCOUNT TOTAL							27.35	.00	27.35
552-6665-436.72-19 OPERATING SUPPLIES / PRINTING									
1111		07/24	AP	11/03/23	0000000	STOREY KENWORTHY TANKER DISCHARGE PADS	98.40		01/09/24
ACCOUNT TOTAL							98.40	.00	98.40
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1111		07/24	AP	12/28/23	0000000	CITY LAUNDERING CO. SAFETY CABINET SERVICE	58.75		01/09/24
1111		07/24	AP	12/22/23	0000000	UNITED RENTALS (NORTH AMERICA STATION	3,000.00		01/09/24
1111		07/24	AP	12/19/23	0000000	GRAINGER PARTS DISP GLOVES SAFETY	86.49		01/09/24
ACCOUNT TOTAL							3,145.24	.00	3,145.24
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1111		07/24	AP	01/03/24	0000000	O'DONNELL ACE HARDWARE CONDUIT/NIPPLE	11.68		01/09/24
1111		07/24	AP	12/20/23	0000000	O'DONNELL ACE HARDWARE GRD CORDS	26.66		01/09/24
1111		07/24	AP	12/20/23	0000000	PLUMB TECH INC. OPS HEAT PUMP	8,051.00		01/09/24
1111		07/24	AP	12/11/23	0000000	GRAINGER PARTS INTERIOR PANEL	48.72		01/09/24
1125		07/24	AP	11/30/23	0000000	NAPA AUTO PARTS NAPA PARTS	381.80		01/09/24
ACCOUNT TOTAL							8,519.86	.00	8,519.86
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1111		07/24	AP	12/15/23	0000000	CHRISTIE DOOR COMPANY BIO BLDG OVERHEAD DOOR	808.75		01/09/24
ACCOUNT TOTAL							808.75	.00	808.75
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT									
1111		07/24	AP	12/15/23	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	221.21		01/09/24

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FUND 552 SEWER RENTAL FUND									
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT							continued		
ACCOUNT TOTAL							221.21	.00	221.21
552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY									
1056		07/24 AP		12/13/23	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR INTERCEPTOR BOXOUTS	859.63		01/09/24
1073		06/24 AP		11/21/23	0144977	BENTON'S READY MIX CONCRETE, BOX OUT	243.13		12/28/23
ACCOUNT TOTAL							1,102.76	.00	1,102.76
552-6665-436.74-27 SEWER SUPPLIES / IOWA ONE CALL									
1114		07/24 AP		12/22/23	0000000	IOWA ONE CALL ONE CALLS NOVEMBER	308.70		01/09/24
ACCOUNT TOTAL							308.70	.00	308.70
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS									
1111		07/24 AP		01/03/24	0000000	MENARDS-CEDAR FALLS	159.17		01/09/24
1111		07/24 AP		12/20/23	0000000	HOOK MAGNET/CONCRETE/SHOP VAC/SHOP LIGHT/SCREWS CAMPBELL SUPPLY WATERLOO	69.83		01/09/24
1117		07/24 AP		12/04/23	0145199	BATTERIES US BANK	256.00		01/08/24
1073		06/24 AP		11/21/23	0144977	WAL-MART #0753 UPS-LS BENTON'S READY MIX CONCRETE, ACCOUNT CORRECTION BOX OUT		243.13	12/28/23
ACCOUNT TOTAL							485.00	243.13	241.87
552-6665-436.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1111		07/24 AP		12/19/23	0000000	IOWA DEPT-NATURAL RESOURCES WASTE WATER 3 OPERATOR JEREMY NORTHRUP	80.00		01/09/24
ACCOUNT TOTAL							80.00	.00	80.00
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
1111		07/24 AP		12/22/23	0000000	ARAMARK TOWELS AND RUGS	34.46		01/09/24
ACCOUNT TOTAL							34.46	.00	34.46
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
1111		07/24 AP		12/30/23	0000000	MICROBAC LABORATORIES, INC	1,204.25		01/09/24

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									POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING						continued			
1111		07/24	AP	12/28/23	0000000	TESTAMERICA LABORATORIES, INC	175.00		01/09/24
						ANALYTICAL TESTING PRE TREATMENT ANALYTICAL			
						ACCOUNT TOTAL	1,379.25	.00	1,379.25
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
1111		07/24	AP	12/24/23	0000000	COURIER COMMUNICATIONS-ADVERT	170.95		01/09/24
						SARTORI FARM RFP CLASSIF.			
						ACCOUNT TOTAL	170.95	.00	170.95
552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1111		07/24	AP	11/18/23	0000000	UNITED PARCEL SERVICE	23.24		01/09/24
						UPS SHIPPING ALDERON IND			
1111		07/24	AP	11/11/23	0000000	UNITED PARCEL SERVICE	146.74		01/09/24
						UPS SHIPPING KEYSTONE LAB			
						ACCOUNT TOTAL	169.98	.00	169.98
						FUND TOTAL	16,874.77	243.13	16,631.64
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1117		07/24	AP	12/06/23	0145199	US BANK	36.95		01/08/24
						WAL-MART #0753			EDUCATION-SNACKS
						ACCOUNT TOTAL	36.95	.00	36.95
						FUND TOTAL	36.95	.00	36.95
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1145		07/24	AP	01/02/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		01/09/24
						COPY PAPER			
1145		07/24	AP	12/07/23	0000000	STOREY KENWORTHY	590.16		01/09/24
						BLUE BAR PAPER			
						ACCOUNT TOTAL	592.44	.00	592.44

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FUND 606 DATA PROCESSING FUND									
606-1078-441.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				
1117		07/24 AP		12/06/23	0145199 US BANK	201.00		01/08/24	
					DEEPNET SECURITY MFA KEYCHAIN DONGLES				
1117		07/24 AP		12/05/23	0145199 US BANK	49.98		01/08/24	
					AMZN MKTP US*M27VS7I73 BLUETOOTH HEADPHONES-IT				
					ACCOUNT TOTAL	250.98	.00	250.98	
606-1078-441.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1069		07/24 AP		12/26/23	0000000 TECHNOLOGY SERVICES & SOLUTIO	1,040.00		01/09/24	
					ISERIES V7R4 UPGRADE				
					ACCOUNT TOTAL	1,040.00	.00	1,040.00	
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									
1145		07/24 AP		12/21/23	0000000 PROFESSIONAL OFFICE SERVICES	13,154.91		01/09/24	
					PRINT WINTER'23 CURRENTS				
1117		07/24 AP		11/24/23	0145199 US BANK	99.00		01/08/24	
					STK*BIGSTOCKPHOTO.COM ONLINE IMAGE SUBSCRIPTION				
					ACCOUNT TOTAL	13,253.91	.00	13,253.91	
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT									
1117		07/24 AP		11/27/23	0145199 US BANK	83.88		01/08/24	
					WEB*NETWORKSOLUTIONS CF1STOP.COM DOMAIN RENEWL				
					ACCOUNT TOTAL	83.88	.00	83.88	
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES									
1145		07/24 AP		11/07/23	0000000 HEARTLAND BUSINESS SYSTEMS LL	3,000.00		01/09/24	
					BLOCK OF SUPPORT HOURS				
					ACCOUNT TOTAL	3,000.00	.00	3,000.00	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
1145		07/24 AP		12/22/23	0000000 GORDON FLESCH COMPANY	1,083.25		01/09/24	
					COPIERS/24629-MPS-01 12/22/23-01/21/24				
					ACCOUNT TOTAL	1,083.25	.00	1,083.25	
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1117		07/24 AP		12/19/23	0145199 US BANK	47.98		01/08/24	
					AMZN MKTP US*L51UG4YB3 COMPUTER MICE/HEADPHONES				
					ACCOUNT TOTAL	47.98	.00	47.98	

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									POST DT
FUND 606 DATA PROCESSING FUND									
606-1078-441.86-10						REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS			
1145		07/24	AP	01/02/24	0000000	ESRI	3,850.00		01/09/24
						ARCGIS MOBILE ANNL SUBSC.			
				01/02/24-01/01/25					
1145		07/24	AP	12/31/23	0000000	IP PATHWAYS, LLC	5,788.14		01/09/24
						DR AS A SERVICE			
						MONTHLY BILLING DEC. 2023			
1069		07/24	AP	12/30/23	0000000	DE LAGE LANDEN FINANCIAL SERV	6,886.94		01/09/24
						CISCO UMBRELLA RENEWAL			
1069		07/24	AP	12/23/23	0000000	IP PATHWAYS, LLC	10,610.00		01/09/24
						AVAMAR SUPPORT MAINT.			
1117		07/24	AP	12/04/23	0145199	US BANK	839.76		01/08/24
						ADOBE *STOCK			
						ADOBE CLOUD RENEWAL			
1117		07/24	AP	11/22/23	0145199	US BANK	185.49		01/08/24
						FOLLOWMEEE LLC			
						FOLLOWMEEE ANNL SUBSCRIPT.			
						ACCOUNT TOTAL	28,160.33	.00	28,160.33
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
1069		07/24	AP	12/20/23	0000000	KELTEK INCORPORATED	340.20		01/09/24
						CAR KEYBOARDS-PD			
1117		07/24	AP	12/14/23	0145199	US BANK	101.05		01/08/24
						AMZN MKTP US*XU43X5RN3			
						LAPTOP BACKPACKS			
1117		07/24	AP	12/14/23	0145199	US BANK	179.00		01/08/24
						AMZN MKTP US*526055393			
						TABLET-WATER REC			
1117		07/24	AP	12/05/23	0145199	US BANK	67.92		01/08/24
						AMZN MKTP US*9F9C51XJ3			
						MEMORY-GIS TECH/ERG.MOUSE			
1117		07/24	AP	11/28/23	0145199	US BANK	267.24		01/08/24
						AMZN MKTP US*PB1TC3G33			
						IPAD FOR REC CENTER			
						ACCOUNT TOTAL	955.41	.00	955.41
						FUND TOTAL	48,468.18	.00	48,468.18
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE			
1145		07/24	AP	01/02/24	0000000	PDCM INSURANCE	3,541.67		01/09/24
						BENEFITS CONSULTING SERV.			
						JANUARY 2024			
						ACCOUNT TOTAL	3,541.67	.00	3,541.67
						FUND TOTAL	3,541.67	.00	3,541.67

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FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1114		07/24	AP	12/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.65		01/09/24
						OFFICE SUPPLIES, APPT BK, PAPER, PLANNER			
ACCOUNT TOTAL							9.65	.00	9.65
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
1122		07/24	AP	01/02/24	0000000	NORTHLAND PRODUCTS CO.	2,251.85		01/09/24
						BULK FLUIDS			
1122		07/24	AP	12/29/23	0000000	SAM ANNIS & CO.	66.30		01/09/24
						PROPANE REFILL			
1122		07/24	AP	12/26/23	0000000	HOTSY EQUIPMENT COMPANY	930.83		01/09/24
						HOTSY REPAIR AT 2200 TECH			
1122		07/24	AP	12/19/23	0000000	VIAFIELD GROWING OPPORTUNITY	20,124.00		01/09/24
						GAS AT BLUFF STREET			
1122		07/24	AP	12/15/23	0000000	HTP ENERGY	20,714.45		01/09/24
						#1 DIESEL AT BLUFF ST			
1122		07/24	AP	12/06/23	0000000	CONSOLIDATED ENERGY COMPANY	855.00		01/09/24
						BULK DEF			
1125		07/24	AP	11/30/23	0000000	NAPA AUTO PARTS	2,876.97		01/09/24
						NAPA PARTS			
ACCOUNT TOTAL							47,819.40	.00	47,819.40
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS									
1125		07/24	AP	11/30/23	0000000	NAPA AUTO PARTS	31.54		01/09/24
						NAPA PARTS			
ACCOUNT TOTAL							31.54	.00	31.54
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1114		07/24	AP	12/28/23	0000000	CITY LAUNDERING CO.	35.54		01/09/24
						FIRST AID SUPPLIES			
1125		07/24	AP	11/30/23	0000000	NAPA AUTO PARTS	84.16		01/09/24
						NAPA PARTS			
ACCOUNT TOTAL							119.70	.00	119.70
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
1122		07/24	AP	01/03/24	0000000	C & C WELDING & SANDBLASTING	1,902.95		01/09/24
						STEEL FOR V BODY FRAME			
1125		07/24	AP	12/20/23	0000000	LAWSON PRODUCTS, INC.	1,491.61		01/09/24
						MISC SHOP SUPPLIES			
1122		07/24	AP	12/19/23	0000000	SIGNS BY TOMORROW	364.25		01/09/24

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES						continued			
1125		07/24 AP		11/30/23	0000000	NAPA AUTO PARTS	53,339.56		01/09/24
CITY DECALS									
1122		07/24 AP		11/21/23	0000000	POLK'S LOCK SERVICE, INC. #2403 KEY	165.00		01/09/24
ACCOUNT TOTAL							57,263.37	.00	57,263.37
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS									
1122		07/24 AP		12/27/23	0000000	PRECISE MRM LLC CELL CHARGES AVL	1,080.00		01/09/24
ACCOUNT TOTAL							1,080.00	.00	1,080.00
685-6698-446.86-11 REPAIR & MAINTENANCE / VEHICLE MAINT. SOFTWARE									
1125		07/24 AP		11/30/23	0000000	NAPA AUTO PARTS NAPA PARTS	1,223.79		01/09/24
ACCOUNT TOTAL							1,223.79	.00	1,223.79
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
1125		07/24 AP		12/29/23	0000000	TRUCK CENTER COMPANIES EAST L ENGINE MISC REPAIR #370	2,965.49		01/09/24
1125		07/24 AP		12/29/23	0000000	TRUCK CENTER COMPANIES EAST L #372 COOLANT LEAK REPAIR	1,973.09		01/09/24
1125		07/24 AP		12/15/23	0000000	D & D TIRE INC. FD501 TIRES	4,090.00		01/09/24
1105		07/24 AP		12/13/23	0000000	TRUCK CENTER COMPANIES EAST L #370 OVERHEAD AND #6 INJECTOR	2,965.49		01/09/24
1125		07/24 AP		12/12/23	0000000	D & D TIRE INC. #320 DRIVES	1,300.00		01/09/24
1125		07/24 AP		12/12/23	0000000	RASMUSSEN CO., THE TOW RANGER TO PW #2403	75.00		01/09/24
1125		07/24 AP		12/11/23	0000000	D & D TIRE INC. 373 TIRES	700.00		01/09/24
1125		07/24 AP		12/11/23	0000000	D & D TIRE INC. #383 LRI	280.00		01/09/24
1125		07/24 AP		11/22/23	0000000	C & C WELDING & SANDBLASTING DUMP BASE REPAIR	1,280.71		01/09/24
ACCOUNT TOTAL							15,629.78	.00	15,629.78
685-6698-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1056		07/24 AP		12/14/23	0000000	BENTON'S READY MIX CONCRETE, BULK STORAGE CONCRETE	2,546.00		01/09/24

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS							continued			
PROJECT#: 062386										
1056		07/24	AP	12/04/23	0000000	WHITE CAP, LP	129.98			01/09/24
PROJECT#: 062386										
ACCOUNT TOTAL							2,675.98	.00	2,675.98	
FUND TOTAL							125,853.21	.00	125,853.21	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
688-1902-457.51-03 INSURANCE / LTD INSURANCE										
1069		07/24	AP	12/29/23	0000000	MADISON NATIONAL LIFE INS.CO, LTD-JANUARY 2024	4,302.43			01/09/24
ACCOUNT TOTAL							4,302.43	.00	4,302.43	
688-1902-457.51-04 INSURANCE / LIFE INSURANCE										
1069		07/24	AP	12/29/23	0000000	MADISON NATIONAL LIFE INS.CO, GROUP LIFE AD/D-JAN.2024	2,762.79			01/09/24
ACCOUNT TOTAL							2,762.79	.00	2,762.79	
FUND TOTAL							7,065.22	.00	7,065.22	
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
1069		07/24	AP	12/20/23	0000000	ARTHUR J. GALLAGHER RISK MGMT ARTIST HOUSE CGL RENEWAL 1/18/24 - 1/18/25	2,096.00			01/09/24
ACCOUNT TOTAL							2,096.00	.00	2,096.00	
FUND TOTAL							2,096.00	.00	2,096.00	
FUND 724 TRUST & AGENCY										
FUND 727 GREENWOOD CEMETERY P-CARE										

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CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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ACCOUNTING PERIOD 06/2024

GROUP	PO	ACCTG	---TRANSACTION---						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 728	FAIRVIEW	CEMETERY	P-CARE						
FUND 729	HILLSIDE	CEMETERY	P-CARE						
FUND 790	FLOOD	LEVY							
GRAND TOTAL							2,183,413.76	8,369.52	2,175,044.24