

AGENDA CITY OF CEDAR FALLS, IOWA CITY COUNCIL MEETING MONDAY, JULY 15, 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. Approval of the minutes of the Regular City Council meeting of July 1, 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

- Public hearing on the proposed conveyance of certain vacated alley right-of way abutting 1307 Longview Street.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 07/06/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and authorizing execution of a Quit Claim Deed conveying certain vacated alley right-of-way abutting 1307 Longview Street.
- Public hearing on the FFY2024-2028 Consortium 5-Year Consolidated Plan for Community Development Block Grant (CDBG) & HOME programs.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 07/06/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the FFY2024-2028 Consortium 5-Year Consolidated Plan for Community Development Block Grant (CDBG) & HOME programs.

Old Business

- 4. Pass Ordinance #3069, amending the Zoning Map by removing real estate located at 2216 Main Street and 127 East 23rd Street, Commercial District, upon its third & final consideration.
- 5. Pass Ordinance #3070, amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to containers; placement for collection; penalty of violation and service charges established, upon its third & final consideration.
- 6. Pass Ordinance #3071, amending Chapter 2, Administration, of the Code of Ordinances relative to controller/city treasurer, information systems manager, city clerk, appointment, powers and duties of city attorney, appointment, powers and duties of human resources manager, planning and community services manager, manager, building official, manager of operations and maintenance, city engineer, and water reclamation manager, upon its second consideration.
- 7. Pass Ordinance #3072, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to public events on city property, upon its second consideration.
- <u>8.</u> Pass Ordinance #3073, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to parking prohibited on specific streets, upon its second consideration.
- 9. Pass Ordinance #3074, amending Chapter 26, Zoning, of the Code of Ordinances relative to residence district, upon its second consideration.

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

- 10. Receive and file the City Council Committee of the Whole minutes of July 1, 2024 relative to the following items:
 - a) Cash Management Report.
 - b) Proposed Health Plan Amendments.
- 11. Approve the following recommendation of the Mayor relative to the reappointment of members to Boards and Commissions:
 - a) Peter Berendzen, Art & Culture Board, term ending 07/01/2028.
- 12. Receive and file communication from the Civil Service Commission relative to the following certified list:
 - a) Maintenance Worker.
- 13. Receive, file and approve the FY2025 Cash Management Report.
- 14. Receive and file revised bylaws for the Art & Culture Board.
- <u>15.</u> Approve the following applications for retail alcohol licenses:
 - a) Dollar General, 1922 Valley Park Drive, Class B retail alcohol renewal.
 - b) Cypress Lounge, 209 A State Street, Class C retail alcohol & outdoor service renewal.
 - c) Wal-Mart, 525 Brandilynn Boulevard, Class E retail alcohol renewal.
 - d) Wal-Mart, 525 Brandilynn Boulevard, Class E retail alcohol change in ownership.
 - e) River Place Plaza, 200 East 2nd Street Plaza, Special Class C retail alcohol & outdoor service temporary expansion of outdoor service area. (August 31 September 1, September 14 & September 26, 2024)
 - f) Patton, 317 Main Street, Class C retail alcohol temporary outdoor service/sidewalk café. (July 16 November 15, 2024)

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

- 16. Resolution Calendar with items considered separately.
- 17. Resolution amending CFD 1121, Section 2.4, regarding City Council Electronic Meeting Procedures.

- 18. Resolution approving and authorizing execution of an Easement Agreement, in conjunction with a sidewalk café at 315 Main Street.
- 19. Resolution approving and authorizing execution of an amended Joinder Agreement for Group Term Life Insurance with National Insurance Services of Wisconsin Insurance Trust relative to Group Term Life Insurance & Accidental Death & Dismemberment (AD&D) Insurance.
- 20. Resolution approving and authorizing execution of a Subordination Agreement between U.S. Bank National Association relative to the Cedar Heights Area Reconstruction Project.
- 21. Resolution approving and authorizing execution of an Agreement with Lyngsoe Systems for an Automated Materials Handler (AMH) for the Cedar Falls Public Library.
- 22. Resolution rescinding Resolution #23,667, being a Resolution approving and authorizing the expenditure of funds for the purchase of Glock 26 Pistols with Trijicon SRO2 Optic firearms for the Public Safety Department.
- 23. Resolution approving and authorizing the expenditure of funds for the purchase of Glock 26 Pistols with Trijicon SRO2 Optic firearms for the Public Safety Department.
- 24. Resolution approving and authorizing execution of two Red House Studio Lease Extensions relative to the use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's Visiting Artist Program.
- 25. Resolution approving and authorizing execution of a Red House Studio Lease with Monica Sanguino relative to the use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's Visiting Artist Program.
- 26. Resolution approving and authorizing execution of an Addendum to the Agreement with the Iowa Department of Transportation (IDOT) relative to the West 1st Street Reconstruction Project.
- 27. Resolution approving and authorizing execution of a Service/Product Agreement for Custodial Services with Fresh Start Cleaning Solutions, Inc. relative to providing custodial services for city buildings from September 1, 2024 through August 31, 2027.
- 28. Resolution approving and accepting nine Temporary Construction Easements, in conjunction with the North Cedar Heights Drive Project Phase 1A.
- 29. Resolution approving and authorizing execution of two Owner Purchase Agreements; and approving and accepting two Temporary Construction Easements, in conjunction with the Main Street Reconstruction Project.
- 30. Resolution approving and authorizing execution of two Owner Purchase Agreements; and approving and accepting one Temporary Construction Easement; one Crop Loss Agreement, in conjunction with the Viking Road & Prairie Parkway Intersection Improvements Project.
- 31. Resolution receiving and filing, and setting August 5, 2024 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Viking Road & Prairie Parkway Intersection Improvements Project.

Allow Bills and Claims

32. Allow Bills and Claims for July 15, 2024.

Council Updates and Announcements

Council Referrals

Adjournment

CITY HALL CEDAR FALLS, IOWA, JULY 1, 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 7:13 P.M. on the above date. Members present: Schultz, Latta, Kruse (via electronic), Hawbaker, Ganfield, Crisman. Absent: Dunn. Mayor Laudick led the Pledge of Allegiance.

- 54848 It was moved by Latta and seconded by Ganfield that the minutes of the Regular Meeting of June 17, 2024 be approved as presented and ordered of record. Motion carried unanimously.
- 54849 Rick Sharp, Cedar Falls, expressed concerns with fireworks and requested enforcement of the ordinance. Mayor Laudick and Director of Public Safety Berte commented.

David Spreitzer, Cedar Falls, commented on safety concerns regarding dead tree branches on his street that need attention. Mayor Laudick and Director of Public Works Schrage commented.

54850 - Director of Public Safety Berte commented on fireworks usage and enforcement. Mayor Laudick commented.

Library Director Stern announced the 20th birthday of the Library Building and commented on the Summer Reading Program. Stern also announced the 1st Birthday of Library Mascot, Fable the Fox, and a celebration to be held in the Library Parking lot July 12, from 3: 30 PM – 5:30 PM.

- 54851 Mayor Laudick announced that in accordance with the public notice of June 25, 2024, this was the time and place for a public hearing on a proposal to undertake a public improvement project for the Katoski Drive Box Culvert Replacement Project, and to authorize acquisition of private property for said project. It was then moved by Ganfield and seconded by Crisman that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54852 The Mayor then asked if there were any written communications filed to the project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided an update on the project. There being no one else present wishing to speak about the project, the Mayor declared the hearing closed and passed to the next order of business.
- 54853 It was moved by Hawbaker and seconded by Crisman that Resolution #23,685, approving a public improvement project for the Katoski Drive Box Culvert Replacement Project, and to authorize acquisition of private property for said project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman. Nay: None. Motion Carried. The Mayor then declared Resolution

- #23,685 duly passed and adopted.
- 54854 Mayor Laudick announced that in accordance with the public notice of June 25, 2024, this was the time and place for a public hearing on a proposal to undertake a public improvement project for the South Main Street Sanitary Sewer Extension Project, and to authorize acquisition of private property for said project. It was then moved by Crisman and seconded by Ganfield that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54855 The Mayor then asked if there were any written communications filed to the project. Upon being advised that there was one written communication on file, the Mayor then called for oral comments. City Engineer Wicke provided an update on the project. Following supportive comments by Cedar Falls resident Walt Rogers, opposing comments by Cedar Falls residents Sandy Lawry and Natalie Morfitt, and general comments and questions by Denzel, Cedar Falls, Rick Sharp, Cedar Falls, Carrie Sherwood, Dike, and Kim Jensen Jordan, Cedar Falls, and responses by Director of Public Works Schrage, Mayor Laudick, City Attorney Rogers, and AECOM Engineer Tony Hemann, the Mayor declared the hearing closed and passed to the next order of business.
- 54856 -It was moved by Crisman and seconded by Hawbaker that Resolution #23,686, approving a public improvement project for the South Main Street Sanitary Sewer Extension Project, and to authorize acquisition of private property for said project, be adopted. Following questions and comments by Councilmembers Ganfield, Latta, Crisman, Schultz, and Kruse, Cedar Falls residents Barb Shepard and Emily Olson, and responses by Director of Public Works Schrage, City Attorney Rogers, and Mayor Laudick, it was moved by Kruse and seconded by Schultz to postpone consideration to allow staff time to prepare further studies of three separate projects. Following a comment by Schrage, and comments and questions by Councilmembers Hawbaker, Crisman, Kruse, Schultz, Ganfield, and Latta, and responses by Mayor Laudick, Schrage, Rogers, and City Administrator Gaines, the motion to postpone failed 2-4, with Latta, Hawbaker, Ganfield, and Crisman voting Nay. The Mayor then put the guestion on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman. Nay: None. Motion Carried. The Mayor then declared Resolution #23,686 duly passed and adopted.
- 54857 It was moved by Latta and seconded by Crisman that Ordinance #3068, amending Chapter 6, Animals, of the Code of Ordinances relative to impoundment of dogs, cats or poultry running at-large, redemption of impounded animals, permitting dog, cat or poultry to run at-large, disposition of impoundment animals and notice of destruction of animal; appeal, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman. Nay: None. Motion carried. The Mayor then declared Ordinance #3068 duly passed and adopted.
- 54858 It was moved by Ganfield and seconded by Schultz that Ordinance #3069, amending the Zoning Map by removing real estate located at 2216 Main Street and 127 East 23rd Street, Commercial District, be passed upon its second

consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman. Nay: None. Motion carried.

- 54859 It was moved by Latta and seconded by Ganfield that Ordinance #3070, amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to containers; placement for collection; penalty of violation and service charges established, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman. Nay: None. Motion carried.
- 54860 It was moved by Ganfield and seconded by Latta that the following items on the Consent Calendar be received, filed, and approved:

Receive and file the City Council Committee of the Whole minutes of June 17, 2024 relative to the following item:

a) Parking Study Report.

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

- a) Jason Droste, Human Rights Commission.
- b) Brad Leeper, Planning & Zoning Commission.

Approve the following applications for retail alcohol licenses:

- a) Chuck E. Cheese's, 5911 University Avenue, Special Class C retail alcohol renewal.
- b) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C retail alcohol renewal.
- c) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C retail alcohol renewal.
- d) Cooper's Taproom, 2002 College Street, Class C retail alcohol renewal.
- e) Le Petit, 119 Main Street, Class C retail alcohol renewal.
- f Montage, 222-224 Main Street, Class C retail alcohol & outdoor service renewal.
- g) Texas Roadhouse, 5715 University Avenue, Class C retail alcohol renewal.
- h) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C retail alcohol change in ownership.
- i) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C retail alcohol & outdoor service temporary expansion of outdoor service area. (July 25, 2024 and August 29, 2024)

Motion carried unanimously.

54861 - It was moved by Ganfield and seconded by Latta that the following resolutions be introduced and adopted:

Resolution #23,687, approving and authorizing execution of an Agreement in Support of Cedar Falls Community School District relative to FY2025 Cedar Falls Health Trust Services Funding.

Resolution #23,688, approving and authorizing execution of an Agreement in Support of NAMI Black Hawk County relative to FY2025 Cedar Falls Health Trust Services Funding.

Resolution #23,689, approving and authorizing execution of an Agreement in Support of Family YMCA of Black Hawk County relative to FY2025 Cedar Falls Health Trust Services Funding.

Resolution #23,690, approving and authorizing execution of an Agreement with the University of Northern Iowa relative to a City Employee Climate Survey.

Resolution #23,691, approving and authorizing execution of a Service/Product Agreement for asbestos removal and disposal services with All Star Environmental relative to property located at 523 West 1st Street.

Resolution #23,692, approving an amendment to the PC-2, Planned Commercial Zoning District Master Plan and site plan for construction of a practice soccer field to be located at 924 West Viking Road.

Resolution #23,693, approving the minor plat of Geisler Minor Subdivision Plat No. 1, replat of Lots 7, 8, & 9, Normal Addition.

Resolution #23,694, approving a College Hill Neighborhood Overlay District design review for two new duplexes located at 2511 Franklin Street. (Contingent upon approval of previous item)

Resolution #23,695, approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system within the public right-of-way of West 27th Street.

Resolution #23,696, approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system within the public right-of-way of Orchard Drive.

Resolution #23,697, approving and accepting three Warranty Deeds in conjunction with the North Cedar Heights Area Reconstruction Project.

Resolution #23,698, setting July 15 as the date of public hearing on the proposed conveyance of certain vacated alley right-of-way abutting 1307 Longview Street.

Resolution #23,699, setting July 15 as the date of public hearing on the FFY2024-2028 Consortium 5-Year Consolidated Plan for Community Development Block Grant (CDBG) & HOME Programs.

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. Nay: None. Motion carried. The Mayor then declared Resolutions #23,687 through #23,699 duly passed and adopted.

54862 - It was moved by Ganfield and seconded by Crisman that Resolution #23,700, approving and adopting an Amendment to the City's Health Insurance Benefits and Summary Plan Document relative to continuation of health coverage for

dependents of eligible peace officers and firefighters, be adopted. Following comments by Carrie Sherwood, Dike, and Rick Sharp, Cedar Falls, and questions and comments by Councilmembers Hawbaker, Schultz, Ganfield, and Crisman, and responses by Human Resources Manager Schindel and Mayor Laudick, 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. Nay: None. Motion carried. The Mayor then declared Resolution #23,700 duly passed and adopted.

- 54863 It was moved by Ganfield and seconded by Latta that Resolution #23,701, approving and adopting amendments to CFD 2251: Personnel Policy Insurance Benefits, be adopted. Following due consideration by the Council, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman. Nay: None. Motion carried. The Mayor then declared Resolution #23,701 duly passed and adopted.
- 54864 It was moved by Ganfield and seconded by Latta that Resolution #23,702, approving and adopting an Amendment to the City's Health Insurance Benefits and Summary Plan Document relative to continuation of existing health coverage for one additional month, be adopted. Following due consideration by the Council, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman. Nay: None. Motion carried. The Mayor then declared Resolution #23,702 duly passed and adopted.
- 54865 It was moved by Ganfield and seconded by Crisman that Ordinance #3071, amending Chapter 2, Administration, of the Code of Ordinances relative to controller/city treasurer, information systems manager, city clerk, appointment, powers and duties of city attorney, appointment, powers and duties of human resources manager, planning and community services manager, manager, building official, manager of operations and maintenance, city engineer, and water reclamation manager, be passed upon its first consideration. Following comments by Councilmember Ganfield and Mayor Laudick, and Rick Sharp, Cedar Falls, 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. Nay: None. Motion carried.
- 54866 It was moved by Latta and seconded by Crisman that Ordinance #3072, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to public events on city property, be passed upon its first consideration. Following a question by Denzel, Cedar Falls, and response by City Attorney Rogers, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman. Nay: None. Motion carried.
- 54867 It was moved by Ganfield and seconded by Crisman that Ordinance #3073, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to parking prohibited on specific streets, be passed upon its first consideration. Following comments by Councilmember Ganfield, 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. Nay: None. Motion carried.

- 54868 It was moved by Crisman and seconded by Ganfield that Ordinance #3074, amending Chapter 26, Zoning, of the Code of Ordinances relative to residence district, be passed upon its first consideration. Following questions and comments by Councilmembers Schultz and Ganfield, and responses by City Attorney Rogers, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman. Nay: None. Motion carried.
- 54869 It was moved by Latta and seconded by Schultz that the bills and claims of July 1, 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. Nay: None. Motion carried.
- 54870 Councilmember Schultz commented on the recent fireworks display and the Sturgis Falls events and thanked all involved.

City Administrator Gaines thanked staff for work during Sturgis Falls while also fighting a flood. Mayor Laudick agreed.

54871 - It was moved by Crisman and seconded by Hawbaker to adjourn to 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 Information contained in records in the custody of a governmental body that are confidential records pursuant to Iowa Code Section 22.7(50). Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 8:59 P.M.

Mayor Laudick reconvened the Council meeting at 9:59 P.M.

54872 - It was moved by Crisman and seconded by Latta that the meeting be adjourned at 10:00 P.M. Motion carried unanimously.

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: 319-268-5126

www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Michelle Pezley, AICP, Planner III

DATE: July 15, 2024

SUBJECT: Public Hearing to consider offers to purchase and to convey vacated right-

of-way alley abutting 1317 Longview Street

REQUEST: Consideration of offer(s) to purchase and to convey vacated portion of

alley ROW abutting 1307 Longview Street (Case #VAC24-001)

LOCATION: 1,728 sq. ft. of public property located on the west side of Hudson Road

approximately 200 feet north of the intersection of Ashworth Drive.

PROPOSAL

Arthur Hesse requested a vacation of the portion of the public alley that abuts his property at 1307 Longview Street with the intent to purchase the vacated right-of-way at fair market value. The applicant's garage was built on the unimproved alley years ago. Purchasing the vacated alley abutting his property will allow Mr. Hesse to establish clear title to the land where his garage is constructed. The unimproved alley extends from Cedar Street to Longview Street, west of Pine Street, east of Longview Court. After a hearing on May 20, 2024, and three readings, the City Council adopted an ordinance to vacate said portion of the alley on June 17, 2024. As per lowa Code Section 306.23, the City notified persons who were to be given preference to purchase the vacated right-of-way. An offer to purchase the vacated ROW along with certified check made payable to the City of Cedar Falls for the fair market value of \$4,500 was received from Arthur Hesse. Fair market value was determined by independent appraisal with reductions for easements retained

RECOMMENDATION

Staff recommends approval of a resolution to convey the vacated real estate, subject to establishment of a perpetual utility easement and further subject to existing easements of record, all as shown on the attached vacation plat, to Arthur Hesse for the fair market value of \$4,500 and to authorize the Mayor and the City Clerk to execute a Quit Claim Deed for the described real estate and to deliver said Quit Claim Deed to the Grantee.

Attachments: Resolution to Convey Vacated ROW and execute a Quit Claim Deed

Right of Way Vacation Plat

Prepared by: Michelle Pezley, Planning III, 220 Clay St., Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO.	

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A QUIT CLAIM DEED CONVEYING VACATED PORTION OF ALLEY RIGHT-OF-WAY BETWEEN CEDAR STREET AND LONGVIEW STREET IN CEDAR FALLS, IOWA

WHEREAS, the City of Cedar Falls received an application as outlined in Cedar Falls Code of Ordinances Sec. 20-144 to vacate a portion of alley right-of-way between Cedar Street and Longview Street in Cedar Falls, and

WHEREAS, the Planning and Zoning Commission held a meeting on April 24, 2024 and recommended approval to City Council to vacate the alley, and

WHEREAS, the City Council held a public hearing on May 20, 2024, regarding an ordinance to vacate a portion of the alley right-of-way between Cedar Street and Longview Street, as legally described below, with the intent to make this land available for sale and conveyance according to State law; and

WHEREAS, the City Council found that the alley was not in use and the City does not have future use for the alley; and

WHEREAS, on June 17, 2024, the City Council adopted an ordinance vacating the aforementioned portion of right-of-way alley between Cedar Street and Longview Street; and

WHEREAS, an offer to purchase the vacated right-of-way, attached hereto, along with a certified check made payable to the City of Cedar Falls for the fair market value of \$4,500.00 were received from Authur Hesse, by July 8, 2024, with fair market value being determined by independent appraisal by Rally Appraisal, LLC dated February 13, 2024; and

WHEREAS, Authur Hesse, being a current owner of land adjacent to said vacated right-of-way, is entitled to preference as to any offer made equaling or exceeding the fair market value of the vacated right-of-way under Iowa Code § 306.23; and

WHEREAS, no other offers were received within the statutory 60-day period for receiving offers after certified mail notice of vacation was provided by the City to qualified and preferenced property owners according to Iowa Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cedar Falls, lowa, that the real estate described below is hereby conveyed, as shown on the vacation plat attached hereto and incorporated herein, subject to any existing easements of record; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute a Quit Claim Deed for said described real estate accordingly to Arthur Hesse, 1307 Longview Street, Cedar Falls, Iowa 50613 and to deliver said Quit Claim Deed to said Grantees, and to do any other things and to execute any other documents as may be necessary to convey such real estate.

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWO (02), TOWNSHIP EIGHTY-NINE NORTH (89N) RANGE FOURTEEN WEST (14W), OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 54, BRUHN'S SUBDIVISION; THENCE N01°24'46"W 59.91 FEET ALONG THE WEST LINE OF SAID LOT 54 TO THE SOUTHWEST CORNER OF LOT 53, SAID SUBDIVISION; THENCE N01°24'46"W 60 FEET ALONG THE WEST LINE OF SAID LOT 53 TO THE NORTHWEST CORNER OF SAID LOT 53; THENCE S89°13'49"W 15 FEET ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 53 TO THE NORTHEAST CORNER OF PARCEL DESCRIBED IN LAND DEED 569, PAGE 774 IN THE BLACK HAWK COUNTY RECORDER'S OFFICE. THENCE S01°24'46"E 119.93 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF AFORESAID LOT 54; THENCE N89°11'57"E 15 FEET ALONG SAID WESTERLY EXTENSION OF THE POINT OF BEGINNING, CONTAINING 1799 SQUARE FEET.

ADOPTE	O this 15 th day of July 2024.	
		Daniel Laudick, Mayor
ATTEST:	Kim Kerr, CMC, City Clerk	

INDEX	LECEND

Seneral Description: Part of NE 1/4 of Sec. 02-789N-R14W, Cedar Falls

Surveyor: David L. Scheil (#16775)

Surveying Company: Wayne Claassen Engineering & Surveying, Inc. 2705 University Avenue (P.O. Box 898) Waterloo, lowa 50704

(319)235-6294

Survey Requested By: Arthur J. Hesse

Proprietor: Arthur J. Hesse

PLAT OF SURVEY

SHEET 1 OF 2

딢 8

Parcel "B" Part of NE 1/4 of Sec. 02—T89N—R14W, Cedar Falls, Black Hawk County, Iowa Survey for: Arthur J. Hesse Proprietor: Arthur J. Hesse

LEGAL DESCRIPTION Parcel "B"

That part of the Northeast Quarter (NE1/4) of Section Two (02), Township Eighty-nine North (TB9N), Range Fourteen West (R14W), of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, lowa, described as follows:

Beginning at the Southwest corner of Lot Fifty-four (54), Bruhn's Subdivision; thence NO1'24'46'W Fifty-nine and Ninety-one Hundredths (59.91) feet along the West line of said Lot Fifty-four (54) to the Southwest corner of Lot Fifty-three (53), said Subdivision; thence NO1'24'46'W Sixty (60.00) feet along the West line of said Lot Fifty-three (53) to the Northwest corner of said Lot

Fifty-three (53);

hence S89'13'49'W Fifteen (15.00) feet along the Westerly extension of the North line of said Lot Fifty—three (53) to the Northeast corner of Parcel Described in Land Deed 569, Page 774 in the Black Hawk County Recorder's Office; thence S01'24'46"E One Hundred Nineteen and Ninety—three Hundredths (119.93) feet along the West line of said Parcel to the Westerly extension of the South line of aforesaid Lot Fifty—four (54); thence N89'11'57"E Fifteen (15.00) feet along said Westerly extension to the point of beginning containing 1799 square feet.

NOTES:

1. The basis of bearings for this Plat of Survey is the West line of Lot 54 assigned a bearing of N01'24'46"W as per lowa State Plane Coordinate System, North Zone, 2011

This Plat or Subdivision has been reviewed by (City of Cedar Falls)

Signature of (City of Cedar Falls) Zoning Ordinance Administrator

Date

CERTIFICATION

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.

Date of Survey. February ?, 2024

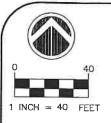
License No_

Pages or Sheets Covered by this Seat: 2

My license renewal date is December 31, 2024

FIELD BOOK 764-20

PHONE: (VOICE) 319-235-6294 (FAX) 319-235-0028



PLAT OF SURVEY

Parcel "B"

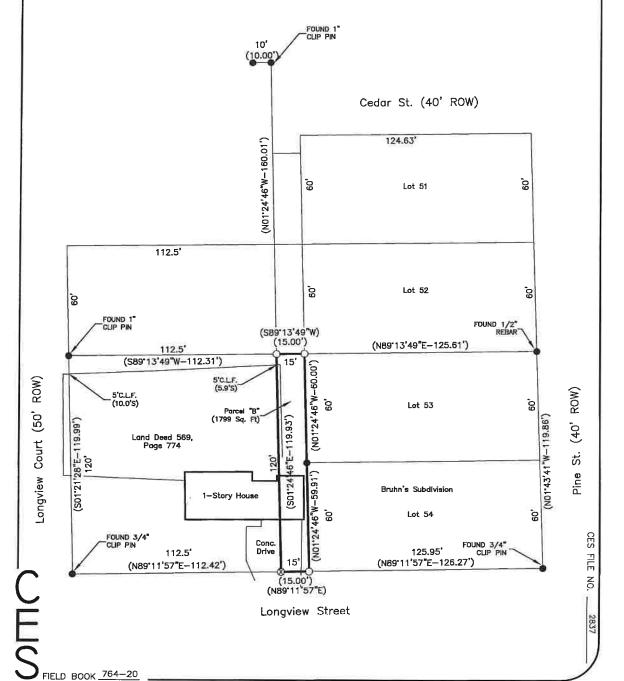
Part of NE 1/4 of Sec. 02—T89N—R14W,
Cedar Falls, Black Hawk County, Iowa
Survey for: Arthur J. Hesse
Proprietor: Arthur J. Hesse

SHEET 2 OF 2

SURVEY LEGEND:

- DENOTES FOUND PIN & ORANGE CAP #6505 (UNLESS NOTED OTHERWISE)
- O DENOTES 1/2" X 24" STEEL REBAR W/ RED PLASTIC CAP W/ NO. 16775 SET
- DENOTES SET "X" CUT IN CONCRETE

000.00 DENOTES RECORD DIMENSION (000.00) DENOTES FIELD DIMENSION



APPRAISAL REPORT

OF

+/- 1,799 Square Feet of Right-of-Way

Longview Street Cedar Falls, Iowa 50613

File # C24B2WH11

PREPARED FOR:

Arthur Hesse

AS OF:

February 13, 2024, As Is, Fee Simple Interest

RALLY APPRAISAL, LLC

JAMES A. HERINK
CERTIFIED GENERAL REAL PROPERTY APPRAISER

209 FRANKLIN STREET, SUITE A-3 CEDAR FALLS, IOWA 50613 PHONE: (319) 266-9373 www.rallyappraisal.com

Item 2.

(Intentionally Left Blank)



Rally Appraisal, L.L.C.

Cedar Falls Office • 209 Franklin Street, Suite A-3 • Cedar Falls, IA 50613

Clint Cota, SRA -- Office Manager Jim Herink -- Senior Appraiser Adam Horan David D. Passmore, MAI – Commercial Manager Ryan Meyers Jon Wienhold

Phone: (319) 266-9373 www.rallyappraisal.com

February 20, 2024

Arthur Hesse 1307 Longview Street Cedar Falls, IA 50613

RE: +/- 1,799 Square Feet of Right-of-Way, Longview Street, Cedar Falls, Iowa 50613

Dear Client:

As requested, I have personally inspected and appraised the right-of-way referenced above. The purpose of this appraisal report is to conclude an opinion of the *As Is*, fee simple market value of the subject as of the inspection, on February 13, 2024. The intended use of this appraisal is for client to determine the subject's fair market value and the intended user is Arthur Hesse. This appraisal is not intended for any other use or for use by others.

The subject is a tract of right-of-way with 1,799 square feet per the survey provided. It is located in a residential area on the north side of Cedar Falls and is zoned R-2, One and Two Unit Residential.

This appraisal report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it may only present summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses may be retained in file.

The estimated As Is market value of the fee simple interest in subject property as of February 13, 2024 is as follows:

FOUR THOUSAND FIVE HUNDRED DOLLARS \$4,500, As Is

This transmittal letter and certification of appraisal precede the appraisal report, further describing the subject property and containing the reasoning and pertinent data leading to the opinion of value. Your attention is directed to the "General Underlying Assumptions" and "Limiting Conditions", which are considered usual for this type assignment and have been included at the beginning of the report.

Please contact us if you have any questions.

Sincerely.

James Herink

Jun & Damb

Certified General Real Property Appraiser, CG02627

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the
 development or reporting of a predetermined value or direction in value that favors
 the cause of the client, the amount of the value opinion, the attainment of a
 stipulated result, or the occurrence of a subsequent event directly related to the
 intended use of this appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and FIRREA.
- Mr. James Herink made a personal inspection of the property.
- No one provided significant real property appraisal assistance to the person signing this certification.
- I have performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice.
- The reported analyses, opinions, and conclusions were developed, and this report
 has been prepared, in conformity with the Code of Professional Ethics and
 Standards of Professional Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

James Herink

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Certified General Real Property Appraiser, CG02627

GENERAL UNDERLYING ASSUMPTIONS

Legal Matters:

The legal description used in this report is assumed to be correct, but it may not necessarily have been confirmed by survey. No responsibility is assumed in connection with a survey or for encroachments or overlapping or other discrepancies that might be revealed thereby. Any sketches included in the report are only for the purpose of aiding the reader in visualizing the property and are not necessarily a result of a survey.

No responsibility is assumed for an opinion of legal nature, such as to ownership of the property or condition of title.

The appraisers assume the title to the property to be marketable; that, unless stated to the contrary, the property is appraised as an unencumbered fee which is not used in violation of acceptable ordinances, statutes or other governmental regulations.

Confidential Information - information that is either: identified by the client as confidential when providing it to an appraiser and that is not available from any other source; or classified as confidential or private by applicable law or regulation*. *NOTICE: For example, pursuant to the passage of the Gramm-Leach-Bliley Act in November 1999, some public agencies have adopted privacy regulations that affect appraisers. As a result, the Federal Trade Commission issued a rule focused on the protection of "non-public personal information" provided by consumers to those involved in financial activities "found to be closely related to banking or usual in connection with the transaction of banking." These activities have been deemed to include "appraising real or personal property." (Quotations are from the Federal Trade Commission, Privacy of Consumer Financial Information; Final Rule, 16 CFR Part 313)

Unapparent Conditions:

The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable than otherwise comparable property. The appraisers are not experts in determining the presence or absence of hazardous substance, defined as all hazardous or toxic materials, waste, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property.

The appraisers assume no responsibility for any engineering studies or analysis which would be required to conclude or discover the presence or absence of such substances or for loss as a result of the presence of such substances, or for unapparent conditions. The client is urged to retain an expert in this field, if desired. The value estimate is based on the assumption that the subject property is not so affected.

Information and Data:

Information and opinions furnished to the appraisers and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no warranty is given for the accuracy of such items furnished the appraisers.

All mortgages, liens, encumbrances, and servitudes have been disregarded unless so specified within the appraisal report. The subject property is appraised as though under responsible ownership and competent management.

Zoning and Licenses:

It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconforming use has been stated, defined and considered in the valuation.

It is assumed that the subject property complies with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the valuation.

It is assumed that the information relating to the location of or existence of public utilities that has been obtained through a verbal inquiry from the appropriate utility authority, or has been ascertained from visual evidence is correct. No warranty has been made regarding the exact location or capacities of public utility systems.

It is assumed that all licenses, consents or other legislative or administrative authority from local, state or national governmental or private entity or organization have been, or can be, obtained or renewed for any use on which the value estimate contained in the valuation report is based.

The appraisers will not be required to give testimony or appear in court due to preparing the appraisal with reference to the subject property in question, unless prior arrangements have been made.

Possession of the report does not carry with it the right of publication. Out-of-context quoting from or partial reprinting of this appraisal report is not authorized. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraisers signing this appraisal report.

Disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's client, through advertising, solicitation materials, public relations, news, sales, or any other media without the written consent and approval of the author, particularly as to valuation conclusions, the identity of the appraiser with which they are connected, or any reference to the Appraisal Institute or to the MAI designation. Further, the appraiser assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.

The distribution of the total valuation in this report, between land and improvements, is applicable only as a part of the whole property. The land value, or the separate value of the improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

No environmental or concurrency impact studies were either requested or made in conjunction with this appraisal report. The appraisers, thereby, reserve the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental or concurrency impact studies, research or investigation.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

An appraisal related to an estate in land that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

The appraisal report related to a geographical portion of a larger parcel is applied only to such geographical portion and should not be considered as applying with equal validity to other portions of the larger parcel or tract. The value for such geographical portions plus the value of all other geographical portions may or may not equal the value of the entire parcel or tract considered as an entity.

The appraisal is subject to any proposed improvements or additions being completed as set forth in the plans, specifications, and representations referred to in the report, and all work being performed in a good and workmanlike manner. The appraisal is further subject to the proposed improvements or additions being constructed in accordance with the regulations of the local, county, and state authorities. The plans, specifications, and representations referred to are an integral part of the appraisal report when new construction or new additions, renovations, refurbishing, or remodeling applies.

If this appraisal is used for mortgage loan purposes, the appraisers invite attention to the fact that (1) the equity cash requirements of the sponsor have not been analyzed, (2) the loan ratio has not been suggested, and (3) the amortization method and term have not been suggested.

The function of this report is <u>not</u> for use in conjunction with a syndication of real property. This report cannot be used for said purposes and, therefore, any use of this report relating to syndication activities is strictly prohibited and unauthorized. If such an unauthorized use of this report takes place, it is understood and agreed that *Rally Appraisal*, *LLC* has no liability to the client and/or third parties.

Acceptance of and/or use of this appraisal report constitutes acceptance of the foregoing General Underlying Assumptions and General Limiting Conditions. The appraisers' duties, pursuant to the employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report. However, any corrections or errors should be called to the attention of the appraisers within 60 days of the delivery of the report.

This report is intended for use only by the identified client and identified other known intended users stated within the cover letter. Use of this report by others is not intended by the appraiser.

TABLE OF CONTENTS

PREFACE: TITLE PAGE LETTER OF TRANSMITTAL CERTIFICATION OF VALUE

Salient Data	. 14
Definition of Market Value	.17
Identification of Property	. 22
Highest and Best Use	38
Valuation Methodology	39
Cost Approach	40
Sales Comparison Approach	4 <u>2</u>
Income Approach	46
Reconciliation & Final Value Conclusion	47
Addenda Items	. 48

LOCATION MAP



SUBJECT PHOTOS



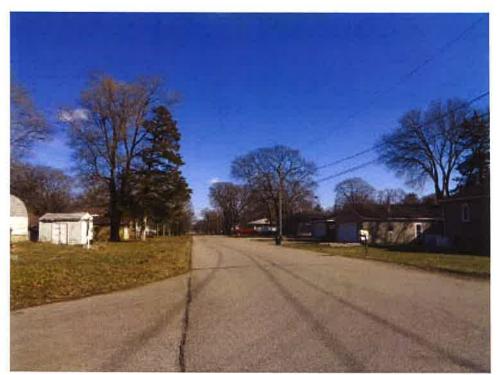
SUBJECT LOOKING NORTH



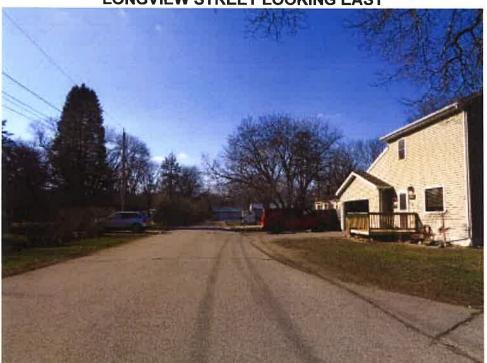
SUBJECT LOOKING SOUTH

SUBJECT PHOTOS

(Continued)



LONGVIEW STREET LOOKING EAST

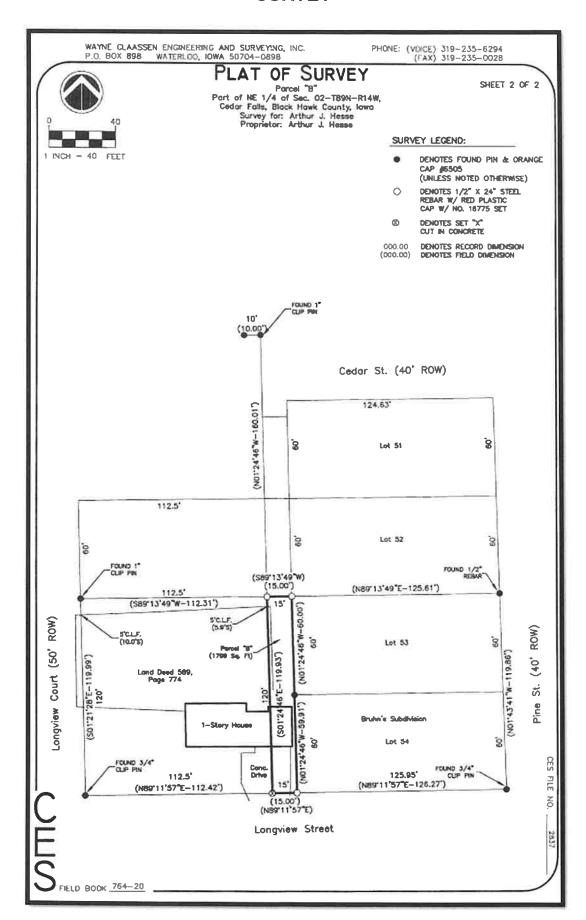


LONGVIEW STREET LOOKING WEST

AERIAL PHOTO (ESTIMATE ONLY)



SURVEY



SUMMARY OF SALIENT DATA

PROPERTY TYPE:	Right-of-way	
PROPERTY LOCATION:	North side of Longview Street between Longview Court and Pine Street, Cedar Falls, IA 50613	
OWNER:	City of Cedar Falls	
DATE OF VALUATION:	February 13, 2024	
DATE OF REPORT:	February 20, 2024	
PROPERTY RIGHTS APPRAISED:	Fee Simple Interest, As Is	
SITE DATA:	1,799 Square Feet	
ZONING:	R-2, One & Two Unit Residential	
HIGHEST AND BEST USE:	Residential	
VALU	JE INDICATIONS:	
COST APPROACH:	Not Developed	
SALES COMPARISON APPROACH:	\$4,500, As Is	
INCOME APPROACH:	Not Developed	
FINAL VALUE ESTIMATE:	\$4,500, As Is	

SCOPE OF REPORT

Intended use, user, and effective date of value:

The scope of the appraisal is the type and extent of research and analysis in an appraisal or appraisal review assignment. It encompasses the necessary research and analysis to prepare a report in accordance with the intended use, the Standards of Professional Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice Foundation.

This appraisal is prepared for the Arthur Hesse to determine the subject's fair market value. This report represents my analysis and conclusion of the estimated *As Is* market value of the fee simple interest in the subject property, as of February 13, 2024.

Appraisal Process and Inspection:

The subject property was inspected on February 13, 2024. The photographs of the subject included in this report were also taken on February 13, 2024. The appraiser walked and drove around the site and viewed multiple aerial photos.

In developing approaches to value, the market data were collected from the assessor's office files, other appraisers, realtors, or persons knowledgeable to the subject property and marketplace. Attempts were made to confirm sales data with at least one of the parties involved in the transaction.

Regional, city, county and neighborhood data were based upon information available from the city, county and Iowa Economic Development.

Information about the subject property was obtained by inspecting the interior and exterior of the property, interviews, and public records.

In estimating the highest and best use of the property, an analysis was made of data compiled in the steps noted above. In addition, a study of the market in the subject area has been made to determine the economic feasibility of the subject property.

The subject property is a tract of right-of-way in a residential area of Cedar Falls. The best indicator of value is the sales approach and this will be the only approach developed herein, since it is the primary approach used by market participants.

The appraiser is not a building or environmental inspector. An inspection was made of the visible areas at the time of the inspection. The site is assumed to be stable and free of any environmental contamination and there are no encroachments by the subject property or on the subject property unless otherwise stated in this report.

SCOPE OF REPORT

(Continued)

The appraiser is not qualified to:

- Make a determination whether the subject property meets current ADA guidelines
- Detect if the subject site contains any environmental contamination
- Survey the subject property to verify actual size or to make a determination as to whether the subject property encroaches on another property or another property is encroaching on the subject property

If there is any question regarding any of these issues, it is the responsibility of the client to obtain verification from qualified sources.

Type of Report and Definition of Value:

The appraiser is estimating the *As Is* market value of the fee simple interest in the subject property.

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitation imposed by the government powers of taxation, eminent domain, police power, and escheat.

Leased Fee Estate: An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

In this report, I have been asked to estimate the value of the **Fee Simple Interest** in the subject property, *As Is*.

Assignment Results: An appraiser's opinions or conclusions, not limited to value, that were developed when performing an appraisal assignment, an appraisal review assignment, or a valuation service other than an appraisal or appraisal review.

Comment: Physical characteristics are not assignment results.

Definition of Market Value:

Market value, as herein used, is defined as follows:

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) Buyer and seller are typically motivated;
- 2) Both parties are well informed or well advised, and acting in what they consider their own best interests:
- 3) A reasonable time is allowed for exposure in the open market;
- 4) Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. ¹

¹ [Code Federal Regulations, Title XI, Part 34.42 (FIRREA)]

Assignment Conditions:

The appraisal assignment is based on the assumptions/conditions outlined below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice (USPAP, 2024 Edition) Standards Rule 2-2 (a) (xi), it is stated here that the use of these extraordinary assumptions and/or hypothetical conditions may affect the assignment results.

Extraordinary Assumption: an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions and conclusions.

<u>Comment:</u> Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis.

The appraiser is making the following extraordinary assumptions:

- The information provided to the appraiser by the client is true, complete, and not misleading.
- There is no environmental contamination to the subject site from past uses.

Hypothetical Condition: a condition directly related to a specific assignment, which is contrary to what exists but is used for the purpose of analysis.

This report was not subject to any hypothetical conditions.

Estimated Marketing Time: 3-6 months

Market data indicates the anticipated marketing time for the subject is **3-6 months**. This is based on historical marketing periods of other similar properties that have sold in this market and other similar market areas. However, the list price and the marketing effort are paramount to getting a sale within the indicated marketing time. Properties which are over-priced often experience extended marketing times.

Exposure Time: is defined as "an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal".²

In case of the subject, exposure time is determined to be 3-6 months.

² Uniform Standards of Professional Appraisal Practices & Advisory Opinions, Appraisal Standards Board, The Appraisal Foundation, 2024.

COMPETENCY PROVISION

James Herink is a Certified General Real Property Appraiser currently certified by the State of Iowa and has been appraising commercial real estate for the past ten years.

Mr. Herink has been appraising residential and multi-family properties for 14 years. He is a graduate of Denver University, with a Bachelor's Degree in Journalism. He is currently taking courses from the Appraisal Institute and working towards a future designation. He successfully achieved General Certification in August of 2012.

The appraiser has appraised retail properties, light industrial, mini-storage, warehouses and multi-family properties in the past fifteen years and is familiar with the processes of valuation. The appraiser is seeking guidance from other knowledgeable persons within Rally Appraisal who have experience with valuation of this type as well.

A list of qualifications and a list of various property types appraised are in the addendum section of this report.

APPRAISAL:3

(Noun) the act or process of developing an opinion of value; an opinion of value. (Adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.

Comment: An appraisal is numerically expresses as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value).

TYPE OF REPORT:

According to the Uniform Standards of Professional Appraisal Practice, Standards Rule 2-2, an appraisal report must be prepared under one the following two options: Appraisal Report or Restricted Appraisal Report. These two report types are described as follows:

Appraisal Report:

Should contain a summary of all information significant to the solution of the appraisal problem. "Summarize" is the distinguishing term related to the Appraisal Report.

Restricted Appraisal Report:

Should contain a brief statement of information significant to the solution of the appraisal problem. "State" is the distinguishing term related to the Restricted Appraisal Report.

This is an **Appraisal Report**, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practice (USPAP) for an Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning data, reasoning, and analyses is retained in the appraiser's files. The depth of discussion contained in this report is specific to the needs of the client and for the intended use as stated in the scope of work. The appraiser is not responsible for unauthorized use of this report.

³ Uniform Standards of Professional Appraisal Practice and Advisory Opinions, 2020-23 Edition, Appraisal Standards Board, The Apprais Foundation, page 3.

IDENTIFICATION OF THE PROPERTY

Legal Description:

That part of the Northeast Quarter (NE1/4) of Section Two (02), Township Eighty-nine North (T89N), Range Fourteen West (R14W), of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southwest corner of Lot Fifty-four (54), Bruhn's Subdivision;

thence N01°24'46"W Fifty-nine and Ninety-one Hundredths (59.91) feet along the West line of said Lot Fifty-four (54) to the Southwest corner of Lot Fifty-three (53), said Subdivision;

thence N01°24'46"W Sixty (60.00) feet along the West line of said Lot Fifty-three (53) to the Northwest corner of said Lot Fifty-three (53);

thence S89°13'49"W Fifteen (15.00) feet along the Westerly extension of the North line of said Lot Fifty-three (53) to the Northeast corner of Parcel Described in Land Deed 569, Page 774 in the Black Hawk County Recorder's Office;

thence S01°24'46"E One Hundred Nineteen and Ninety-three Hundredths (119.93) feet along the West line of said Parcel to the Westerly extension of the South line of aforesaid Lot Fifty-four (54);

thence N89°11'57"E Fifteen (15.00) feet along said Westerly extension to the point of beginning containing 1799 square feet.

Owner of Record:

City of Cedar Falls

Property History:

The subject has not been sold or transferred in the last three years per the assessor's records. It has not been listed for sale in the last 12 months on any of the listing services available to the appraiser. There are no known pending sales contracts on the subject as of the effective date of this report.

Encroachment/Encumbrance:

There were no apparent issues with encroachments or encumbrances noted at the time of the inspection.

ASSESSED VALUE & TAXES

The subject is owned by the City of Cedar Falls and not subject to taxation and does not have an assessed value. The assessed land values of nearby residential lots range from \$0.91 to \$1.63 per square foot. If the subject were taxed, it would likely be in this range. The appraiser recommends the client monitor future assessments.

THE APPRAISAL PROCESS

The appraisal process is the orderly gathering, organizing and analyzing of factual data, in order to estimate a logical conclusion of a defined value as of a given date. The valuation process begins when an appraiser fully identifies the appraisal problem and ends when he/she reports the solution to the client. The valuation process is accomplished by following specific steps; the number of steps used depends on the nature of the appraisal assignment and the data available.

The first step is defining the appraisal problem, which involves determining the following considerations:

- 1. Identification of real estate
- 2. Identification of the property rights to be appraised
- 3. Date of value estimate
- 4. Use of appraisal
- 5. Definition of value
- 6. Other limiting conditions

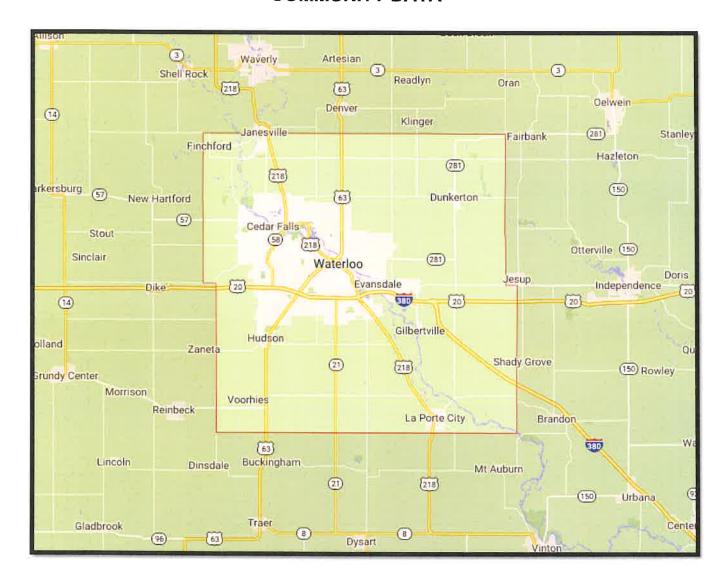
Once the appraisal problem is defined, the appraiser collects and analyzes data that affects the market value of the subject property. The necessary data to be gathered includes general data for the region, community and neighborhood in which the subject property is located. This general data includes socio-economic, governmental, and environmental information. Also, specific data is gathered for the subject property and possible comparable properties. This specific data includes site and improvements, sales and listings, costs and depreciation, income/expense and capitalization rate information. It is most desirable to use specific data within close proximity of the property to be appraised, but is sometimes necessary to search beyond neighborhood or community boundaries in order to find sufficient and/or reliable data. The examination of the data should lead to an understanding of the interrelationships specific area. It also provides raw data from which to extract numerical measurements and other evidence of market trends.

The next step in this process is to analyze and estimate the highest and best use for the subject site, as vacant, and as improved (in the case of improved properties).

Then the specific data is analyzed and used in one or more of the three standard approaches to value that are generally recognized by the appraisal community. The most common titles for these approaches are The Cost Approach, The Sales Comparison Approach, and The Income Approach.

The final step in the appraisal process is the reconciliation of the value indications given by each of the applied approaches into a single dollar figure. When all three approaches are used, the appraiser examines the spread among the three, separate indications. A wide spread may indicate that one or more of the approaches is not truly applicable to the appraisal problem. The appraiser must always consider the relative dependability and applicability of each approach in reconciling the value indications into a final estimate of defined value. In the reconciliation, the appraiser considers the following critical factors: which of the approaches is based upon the greatest amount of reliable data, which approach most closely reflects the actual attitudes of typical buyers and sellers, and which approach (s) is most pertinent given the objective of the appraisal. The reconciliation also provides an opportunity to resolve variations and inconsistencies among the value indications and the methods with which they were derived.

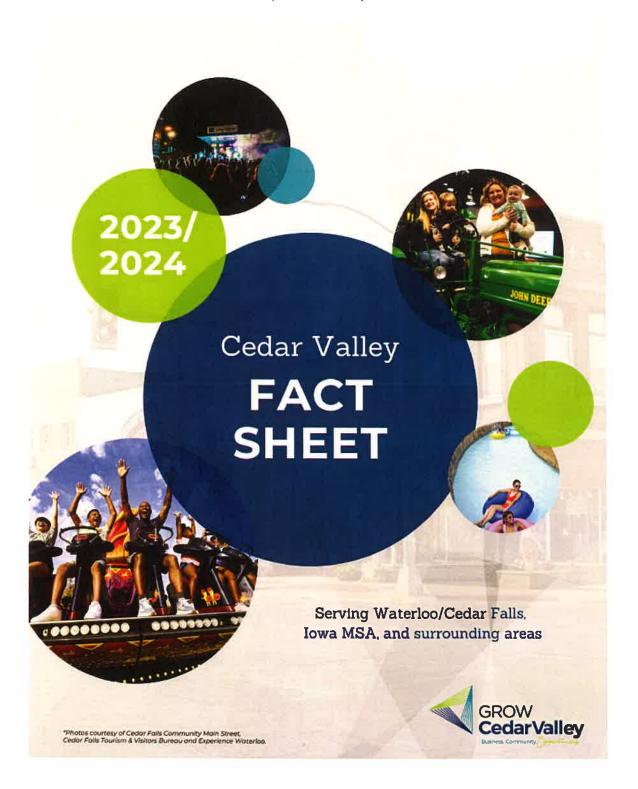
The report of defined value provides the client with a summary of the data analyzed, the methods used, and the reasoning that led to the value estimate.



Overview

The Waterloo/Cedar Falls metro area includes the communities of Waterloo, Cedar Falls, Evansdale, and the outlying communities of Elk Run Heights, Hudson, Washburn and Raymond. The population, education and household statistics for the Waterloo/Cedar Falls metro area as reported by the Cedar Valley Alliance are on the following pages.

(Continued)



(Continued)

THE CEDAR VALLEY OF IOWA

The Cedar Valley of Iowa

The Cedar Valley area in Northeast Iowa includes a total population of 250,000. The area is home to one of three lowa Board of Regents universities, a four-year private college, innovative public and private Pre-K and K-12 schools, and nationally recognized historic

Life in the Cedar Valley is enhanced by an extensive system bicycle paths, numerous municipal and state parks, golf co music and cultural festivals, and a state-of-the-art perform

The Cedar Valley is within a day's drive of all major Midwes direct commercial flights to/from Chicago O'Hare.

m of recreational tralls and		1
ourses, a variety of museums,		
ning arts center.	De	O Marie
st markets, with a 50-minute		1

Р				

Cedar Falls- Waterloo MSA	167,565
Black Hawk County	129,812
Cedar Falls	42,463
Dunkerton	2,604
Elk Run Heights	1,056
Evansdale	7.585
Gilbertville	825
Hudson	2,915
Janesville	7,528
La Porte City	3,265
Raymond	690
Waterloo	70,343
Bremer County	25,195
Waverly	12,877
Buchanan County	20,384
Butler County	14,380
Chickasaw County	11,926
Fayette County	19,082
Grundy County	12,559
Reinbeck	2,430
Tama County	16,966
Cedar Valley Region	250,303
Source: Ughtcost 2023	

CLIMATE

Spring March - May	Avg. Temp: 48.4
Summer June - Aug.	Avg. Temp: 70.8
Fall Sept Noy.	Avg. Temp: 49.9
Winter Dec Feb.	Avg. Temp: 21.4
Avg. Temperature	(F) Source: weatherbase.com

RAIN & SNOW

Spring	Avg. Rain: 3.4"
March · Moy	Avg. Snow: 6.6°
Summer	Avg. Rain: 11.7"
June - Aug.	Avg. \$now: 0°
Fall	Avg. Rain: 236°
Sept - Novi	Avg. Snow: 1.3°
Winter	Avg. Rain: 1.0°
Dec Feb.	Avg. Snow: 6,3°

RECREATION & SPORTING OPPORTUNITIES

- 40 Public Parks
- 1 Inclusive Park
- 3 Dog Parks
- 10 Golf Courses
- 5 Disc Golf Courses
- 7 Public Swimming Pools/ Aquatic Centers
- 30 Public Tennis Courts
- 23 Softball/Baseball Diamonds
- 1 Ice Skating/Hockey Arena (Indoor)
- 15 Public Boat Launches
- 12:560+ Campgrounds: Sites
 - 5 Soccer Complexes: Fields (Outdoor)
 - 1 Soccer Field (Indoor)
 - 1 Theme Park (Outdoor)
 - 2 Water Parks (Outdoor)

ARTS & CULTURE

- 15 Museums
- 7 Public Libraries
- 2 Art Museums

- 8 Performing Arts Venues
- 2 Youth Museums
- 2 Symphony Orchestras

(Continued)

Employment

Employment and cost of living factors, including the area's largest employers, are shown below. The U.S. Bureau of Labor Statistics is indicating an overall unemployment rate for Black Hawk County of 2.9% as of December, 2023. This is compared with 3.2% for the entire state of Iowa and 3.7% for the United States.



HEALTH CARE

UnityPoint Health -204 Beds Allen Hospital MercyOne Waterloo 366 Beds Medical Center MercyOne - Cedar Falls 100 Beds Memorial Center Waverly Health Care 25 Beds

Transportation & Warehousing \$63,547 | 4.6% Finance & Insurance \$89,042 | 3.8% Manufacturing \$91,252 | 18.1% Healthcare & Social Assistance \$61,579 1 12.1% **Retail Trade**

\$38.949 I 11.2%

Source: Average Salary 1 % of worldorce - Lightcost 2023

COST OF LIVING



Cost of Living Overall cost of living is 13.3% lower than U.S. average



Housing 29.9% lower than U.S. average



Groceries

0.8% lower than U.S. average



14.6% lower than U.S. average

Utilities

Source: COLI, 2022 Annual Avg. Cost of Living Index, Waterloo/Cedar Falls, IA MSA Cost of Living Interactive Calculator - livethevalley.com/cost-of-living/

TRANSPORTATION

Interstate Highways 1-380 Federal Highways US 20, 63, 218 State Highways IA 21, 51, 58, 218

Mass Transit Passenger Air Service **Municipal Airports**

MET Transit Waterloo Regional Airport

MAJOR EMPLOYERS

John Deere	5,800
UnityPoint Health	3,379
Tyson Fresh Meats	2,980
MercyOne	2,573
Waterloo Community Schools	1,700
Target Distribution Centers	1,700
University of Northern Iowa	1,650
VGM Group	1,521
Hy-Vee Food Stores	1,181
Cedar Falls Community Schools	1,168
City of Waterloo	1,025
Western Home Communities	962
Hawkeye Community College	730
Bertch Cabinet Manufacturing	727
Veridian Credit Union	647
Omega Cabinetry/Masterbrand	600
City of Cedar Falls	588
Central Rivers Area Educ Agenc	y 562
LSB/LSBX	450
Wartburg College	450
Martin Brothers Distribution	450
Cedar Valley Medical Specialists	437
TruStage	433
Black Hawk County	400
Professional Office Services	375
Viking Pump	325
The Isle Casino Hotel	300
CBE Companies, Inc	283
ConAgra Foods	238

Data Collected August 2023 from those reporting includes FT and PT.

For job opportunities, visit <u>livethevalley.com/jobs</u> or growcedarvalley.com/jobs

(Continued)



Learn Here

The Cedar Valley boasts strong public and private educational systems from early childhood education to Ph.D. programs. The Cedar Valley is the only region in the world with a collective emphases on developing leadership and employability skills in PreK-12 schools with Leader in Me®. The Cedar Valley is also home to River Hills School, a public sponsored special school for students with moderate, severe, and profound developmental disabilities employing innovative strategies serving students from kindergarten through age 21.

PRIMART EDUCATION					
School	Enrollment	Avg. ACT Score			
Cedar Falls	5,920	24.6			
Cedar Valley Catholic Schools	792	20.8			
Hudson	767	23.1			
Jesup	1,087	24.0			
Waterloo	10,700	20.8			
Waverly-Shell Rock	2,355	23.6			
State Composite		21.5			

PRIMARY EDUCATION

Source: Niche.com, school websites & Waterlog Courier 72/2022 article /2020-2021 data)

EDUCATION ATTAINMENT					
Level of Education	CV	IA	US		
High School Diploma +	94.4%	93.3%	89.4%		
Some College, No Degree	32.0%	n/a	n/a		
Bachelor's Degree +	29.5%	30.5%	35.0%		
Source: U.S. Census	s (ICV - Waterloo/Ced	or Folia, IA MSAJ			

HIGHER EDUCATION

Institution	Enrollment
University of Northern Iowa - Regent University	10,888
Hawkeye Community College - Community/ Technical College	6,587
Wartburg College - Private	e 1,608
Allen College - Health Sciences Programs	552
Upper lowa University - Private	400

Source: 2022 DFR Report (total unduplicated head count 12 ma. - 2020-21) NCES.edu.gov - UNI, Wartburg, HCC

ONLINE RESOURCES

Moving or Visiting the Cedar Valley livethevalley.com cedarfallstourism.org experiencewaterloo.com waverlywelcomehome.com

Industrial/Office Site Selection Resources

growcedarvalley.com/economicdevelopment



National Composite

ADDRESS

360 Westfield Ave., Suite 300 Waterloo, IA 50701

203

PHONE

319-232-1156 International +1-319-232-1156

TO VISIT OUR WEBSITE, SCAN THE QR CODE!













(Continued)

Education

The Waterloo/Cedar Falls metro area is currently served by two public school districts: Cedar Falls Community School District and the Waterloo Community School District. There are also a few parochial schools in Waterloo and Cedar Falls. The community of Hudson has its own school district.

Cedar Falls is home to the University of Northern Iowa. The University of Northern Iowa is a four-year state university with an approximate enrollment of 10,888 students.

Hawkeye Community College is a two-year college, located on the south side of Waterloo, with an enrollment of approximately 6,500.

Transportation

For decades, Waterloo/Cedar Falls had been known as the largest metropolitan areas in the country without a link to the interstate system. The first link came in 1985 when Interstate 380 was complete that connects Waterloo and Cedar Falls to Cedar Rapids and Interstate 80 to the south. The second link came in the early 2000's when the Avenue of the Saints was completed within the metro area. This avenue is a four-lane expressway that connects St. Paul Minnesota to St. Louis Missouri. Additionally, US Highway 20, a four-lane expressway running east/west connects Waterloo and Cedar Falls to Dubuque to the east and Interstate 35 to west. The stretch of US Highway 20 from west of the metro area to Interstate 35 was completed in 2003. These three highways are known as the "Golden Triangle" and have helped spur growth in both Waterloo and Cedar Falls during the last few decades.

There are multiple railroads in the metro area.

The Waterloo Municipal Airport on the north side of the metro area provides air service.

(Continued)

Conclusion

The Waterloo/Cedar Falls metro area experienced a major economic downturn in the late 1970s and early 1980s with the community's largest employer, John Deere, laying off several thousand employees. Rath Packing, another major employer, also shut down their facility in Waterloo about the same time, laying off several thousand more workers.

Over the past two decades, this metro area has been making progress-recovering jobs lost during that economic downturn.

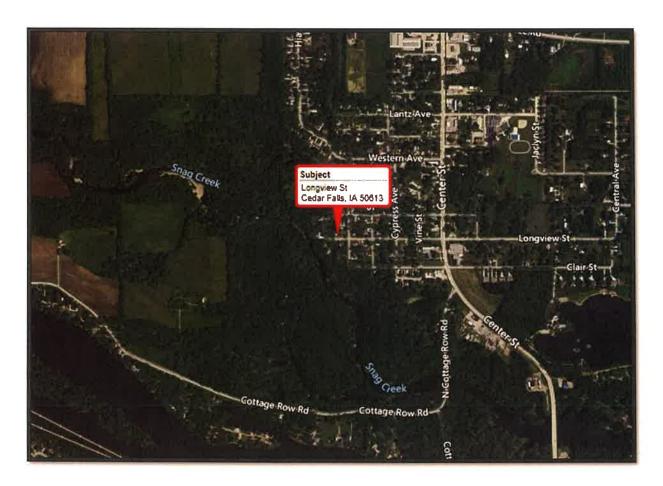
The Cedar Falls Industrial Park has been rapidly expanding over the past decade with several local businesses relocating and new businesses coming into the area. This office park has an aggregate employment base of approximately 5,000 jobs.

There has been some growth with IBP, now Tyson's, on the northeast side of Waterloo in the past decade with a recent multi-million dollar expansion announced that will create more than 200 jobs. The Isle of Capri Casino opened in Waterloo in 2008 creating nearly 800 jobs.

Several apartment projects on the west side of Cedar Falls have been developed in the past 10-15 years that are oriented to students of the university.

The population projections reported by the Cedar Valley Alliance online may be unjustified, given the amount of growth in this area. At the very least, the population is expected to remain stable for this metro area with a potential slight increase in population.

NEIGHBORHOOD DATA



Adjoining Property Uses

North Single Family
South Single Family
East Single Family

West Single Family / Recreational Land

Neighborhood Composition

The subject is located in North Cedar area of Cedar Falls, which is considered part of the community north of the Cedar River. There are some industrial service and retail properties along Center Street, the main north / south road in the neighborhood. The predominant land use in this area is single-family residential. There are also large tracts of undeveloped land because portions of the neighborhood are prone to flooding and cannot be developed.

Neighborhood Boundaries

The neighborhood boundaries are the Cedar River to the south, US Highway 218 to the east and the Cedar Falls city limits to the north and west.

NEIGHBORHOOD DATA

(Continued)

Neighborhood Trends

The subject's neighborhood is a pocket development just north of downtown Cedar Falls that has been mostly stable for many years. Growth is limited in this area due to the impacts of the flood plain and the path of growth in Cedar Falls is toward the west and south due to the availability of land and minimal floor plain impacts.

Transportation Linkages and Major Arterials

The main arterials in this part of Cedar Falls West Lone Tree Road, which runs east / west and Center Street, which runs north / south. West Lone Tree Road provides access to US Highway 218 while Center Street provides access to downtown Cedar Falls. The neighborhood has average transportation access and linkages.

Vacancy

The vacancy rate for commercial and industrial real estate in Cedar Falls is normal and not excessive. The reported vacancy rates are between 5% and 15%. The demand for residential rentals in Cedar Falls is favorable with vacancy rates typically less than 5%.

Neighborhood Comments

The subject's defined neighborhood area includes average access from Center Street, which provides access to downtown Cedar Falls plus secondary arterials.

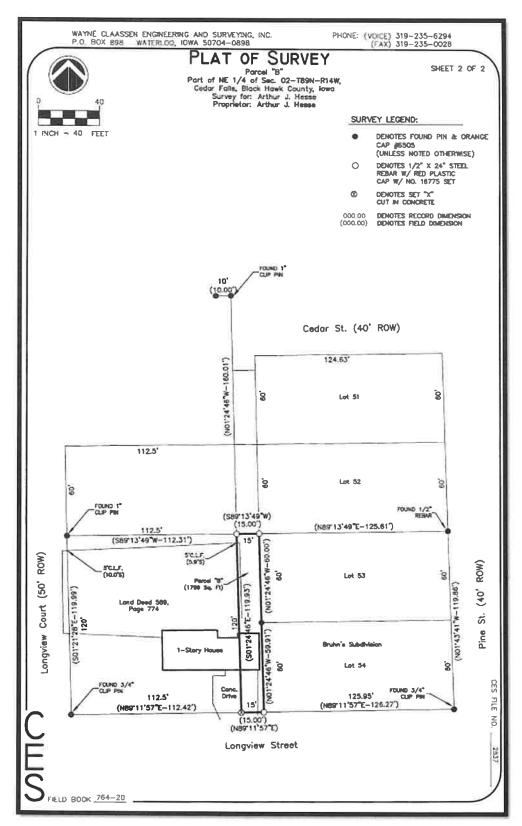
The neighborhood primarily consists of single family and commercial developments built primarily before 1970. The neighborhood is considered to be in a stage of stability with minimal gains and/or losses and demand appears to be stable.

MARKET ANALYSIS

The subject property consists of a tract of right-of-way on the north side of Longview Street in an established residential neighborhood. It is approximately 15' X 193' and contains 1,799 square feet per the survey provided. A residential garage encroaches on the right-of-way as does a shed. Since the subject is a narrow strip of land with marginal utility, it would likely only be attractive to a limited number of buyers, such as an adjacent property owner or local municipality. This factor limits its marketability.

SITE DESCRIPTION

SURVEY



SITE DESCRIPTION

(Continued)

AERIAL PHOTO (ESTIMATE ONLY)



Location

North side of Longview Street between Pine Street and Longview Court, Cedar Falls, Iowa 50613

Shape/Size

Rectangle with a width of 15.00' and a depth of 119.93' per the survey. The total site area of the subject is 1,799 square feet.

Topography/Soil Condition:

The subject is mostly level and the soil is assumed adequate to support any improvements allowed by zoning.

Utilities:

Electricity Yes
Natural Gas Yes
City Water Yes
Sanitary Sewer Yes

SITE DESCRIPTION

(Continued)

Visibility/Access

The subject is located along Longview Street, which is a lightly-travelled residential side street. It has average visibility and access.

Flood Zone:

Panel: 19013C0162F

Zone: Zone X; Area of minimal flood hazard Date July 18, 2011 (See Flood Map Below)

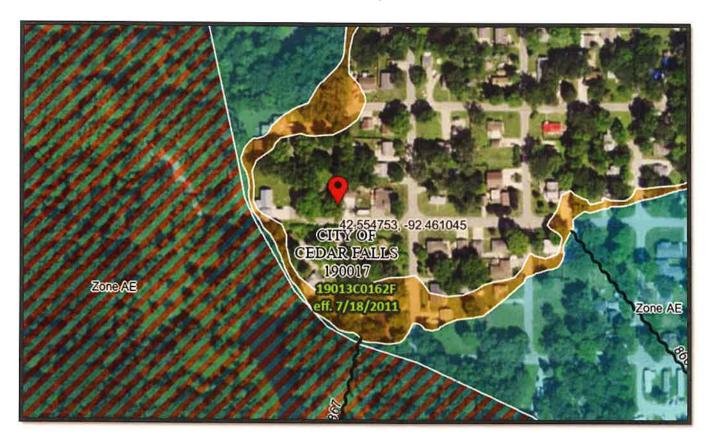
Zoning:

R-2, One and Two-Unit Residential, which allows for one and two-unit residential improvements.

Comments:

The subject is a mostly level, narrow parcel, within an established neighborhood. It has adequate access, visibility and all utilities are available. Per FEMA, the subject is not in the flood plain. The property is assumed adequate to support any improvements allowed by zoning.

Flood Map



HIGHEST AND BEST USE ANALYSIS

Highest and Best Use is defined as:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and that results in the highest value."

The competitive market forces, where the subject property is located, determine whether the current use is the highest and best use of the subject property, not the appraiser, developer, or property owner.

The subject consists of a tract of city-owned right-of-way along an arterial. Its current use is consistent with the surrounding property uses.

Although potential exists for development, the smaller size and lack of depth of the tract limits its use potential. The subject would most likely only appeal to an extremely narrow set of buyers, such as an adjacent property owner.

The subject property is physically possible, legally permissible, and is financially feasible although it is not income producing. The maximally productive use is to hold the land for future development.

The site, as vacant and ready for development, is the highest and best use until there is demand for change to an improved use.

Most Likely User / Timing of Use

The most probable buyer for the subject would an owner-occupied user and the typical marketing time is 3 to 6 months for this property type.

[†] The Appraisal of Real Estate, Fifteenth Edition Rally Appraisal, L.L.C.

VALUATION METHODOLOGY

The valuation process is used to develop a well-supported estimate of a defined value, which is based upon consideration of all pertinent general and specific data. Appraisers estimate property value by applying specific appraisal procedures, which reflect three distinct methods for analyzing data mathematically cost, sales comparison, and income capitalization.

All three standard approaches to value will be considered herein The Cost Approach, The Sales Comparison Approach and The Income Approach. All approaches will be processed and included whenever the data is sufficient. However, there are instances when data is inadequate for an approach. In such cases, an explanation will be provided as to why the approach was deleted.

The Cost Approach involves estimating the land value based on market sales and adding the depreciated cost of the improvements. The estimated cost is based on Marshall and Swift online service and/or the owner's actual cost for proposed construction projects. The estimated replacement cost represents the cost of functional replacement cost and not reproduction cost. Depreciation is based on the economic age-life method and supported based on market sales. The cost approach is best used on newer properties where the amount of depreciation is less and makes this approach more reliable.

The Sales Comparison Approach requires the gathering of data as similar to the subject property as possible and provides an indication of value through the comparative process. The approach compares units that have sold, with the subject as a unit, recognizing differences of individual characteristics of each property. Determining the degree of comparability between market data and the subject involves their similarity with respect to many valuation factors including physical characteristics. Adjustments are made for market recognized differences. The sales comparison approach is most useful when a number of similar properties have sold recently or are currently for sale in the subject property's market.

The Income Approach is a capitalization of the subject property's typical net income stream in order to indicate a market value for the subject property. This capitalization is the method, which recognizes and measures the present worth of the future benefits of property ownership, such as net income. This approach then reflects current market rents, when applicable, and competitive operating expenses. In the appraisal of income producing property, the net income stream is a major motivating factor in the purchase process. The typical purchaser/investor will look at the property's ability to produce net income in order to provide a competitive return on invested capital, as well as, provide for any debt service. This approach is most influential when comparable rental and expense information is readily available.

It should be noted that, while all applicable approaches should have some reasonable correlation, specific adjustments will not be exactly the same in each approach. This is because each approach indicates that market value of the subject property by measuring different types of market data and different market participants. For example, the location adjustment for the subject site in Cost Approach may not be the same amount of adjustment (\$ or %) as in the Sales Comparison Approach. This is because the purchasers of vacant land look at the land as having a larger choice of improvements or uses; it has greater possible utility as a vacant site. The purchaser of an existing improved property is 'locked' into a smaller number of choices that are limited by the existing improvements. In the Income Approach, a prospective tenant will determine an even different interpretation of that location based upon his or her own desires and the particular leasable space and not the whole improvement or not the consideration of the vacant site.

Detailed explanations and processes for each reliable approach follow in the report. It is suggested that all data be studied prior to evaluation.

EXPLANATION OF THE COST APPROACH

The subject is a strip of right-of-way. It is being valued using the sales comparison approach and the cost approach will not be developed. Omission of the cost approach does not impact the final value estimate.

EXPLANATION OF THE SALES COMPARISON APPROACH

The Sales Comparison Approach is a method of arriving at an indication of value by comparison of sale properties as a unit, with the Subject Property as a unit.

This method is most representative of the actions of persons involved in real estate transactions. However, the comparisons shown in the report are judgments of the appraiser, based on cumulative market data, and experience of the appraiser. These adjustments are not intended to express, or imply, the actual reasoning used by the seller or purchaser of a particular property.

Application of this method required analysis of the sale properties, as well as, of the Subject Property. Careful selection of sale properties which have the most similarity and which are the most influential is paramount to this process. It also requires careful consideration of the differences of various factors found in the individual sale property, and the property being appraised.

Narrative comparisons may include dollar or percentage adjustments, which provide guidance to the values indicated by each sale, as well as the appraiser's conclusion of value indicated by this approach.

The comparisons will be made on a table format with narrative explanations to the adjustments below the table. The adjustments will be tabulated for each sale property separately.

After arriving at an indicated value by each sale, the group of sales will be recapped on the same page, which will provide the reader a convenient illustration of the differences within the group of sales, along with the differences of net adjustments.

The reconciliation of the sales is a narrative discussion of the influence of the various sale properties, and gives a conclusion as to which sale, or sales, has been considered to be most influential toward the indication of value for this approach.

Valuation - SALES COMPARISON APPROACH

The appraiser researched land sales in Cedar Falls for lots with similar use potential to the subject. The Multiple Listing Service and the Black Hawk County Assessors records were researched and the following sales were discovered and analyzed.

LAND SALES SUMMARY TABLE

No	Address	City	Sale Date	Sales Price	Size (SF)	Price/SF
1	Cedar Street	Cedar Falls	Mar-23	\$15,000	7,200	\$2.08
2	2925 Sands Ave	Cedar Falls	May-22	\$25,000	7,600	\$3.29
3	Center Street	Cedar Falls	Dec-21	\$26,000	9,375	\$2.77
4	Clair Street	Cedar Falls	Oct-21	\$26,000	15,000	\$1.73
					Low	\$1.73
					High	\$3.29
					Average	\$2.47

Summary:

The sales in the chart above are all single-family lots in the subject's neighborhood that have sold since October of 2021. Sales in the subject's neighborhood are limited since it is nearly 100% developed and impacted by the flood plain. Additionally, there is little new development in this part of Cedar Falls and no lots are available for sale. The four sales herein are the best available, most recent and provide a favorable indication to value the subject property. The typical buyer would likely consider all four of the sales, if all were available. Comparable Sales 1 and 4 are within the flood plain and would need to be raised above base flood elevation in order to be improved. The other two sales are not within the flood plain.

Summary

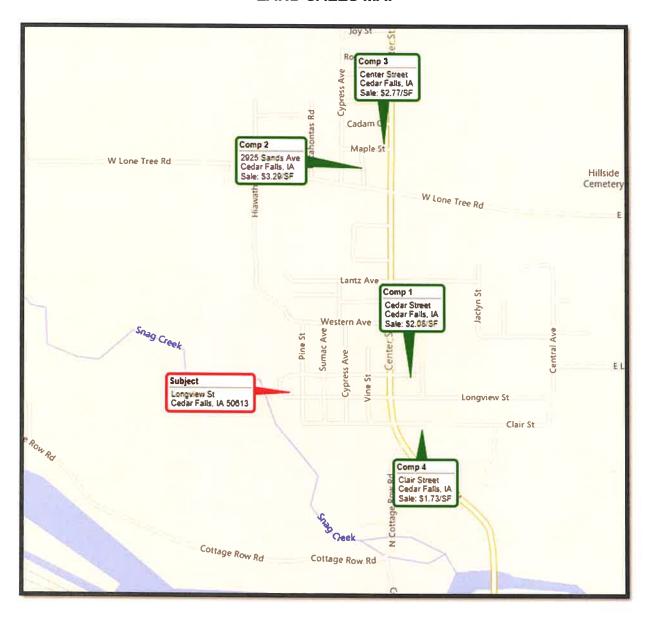
The sales indicate a range of value for the subject property from \$1.73 to \$3.29 per square foot, with average of \$2.47 per square foot. The final value estimate for the subject is toward the middle of the range due to the influence of the sales not within the flood plain.

\$2.50 X 1,799 = \$4,498

The estimated *As Is* market value of the fee simple interest in subject, by the sales approach, rounds \$4,500.

FOUR THOUSAND FIVE HUNDRED DOLLARS \$4,500, As Is

LAND SALES MAP



58

Land Sale Photos

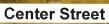


Cedar Street



2925 Sands Avenue







Clair Street

EXPLANATION OF THE INCOME APPROACH

The subject property is being valued as a residential lot and is not income producing. The income approach is not being developed in this report because it is not applicable. Omission of the income approach does not affect the credibility of this appraisal report.

RECONCILIATION & FINAL VALUE CONCLUSION

The value indicated by application of each of the utilized approaches is:

Cost Approach

Not Processed

Sales Comparison Approach

\$4,500, Fee Simple, As Is

Income Approach

Not Processed

The sales comparison approach is the only applicable approach to value. This approach indicates the following *As Is* value of the subject as of February 13, 2024.

FOUR THOUSAND FIVE HUNDRED DOLLARS \$4,500, As Is

Item 2.

ADDENDA

APPRAISAL QUALIFICATIONS - RALLY APPRAISAL

James A Herink

209 Franklin Street, Suite A-3 Cedar Palls, IA 50613 (319) 266-9373

STATE OF IOWA GENERAL CERTIFICATION #CG02627

Bane Hotel Appraising 2018 Avoiding Mortgaps Frand for Appraisers 2018 2018-2019 7-Mort USPAP Update: The Income Approach. An Overview 2020 Appraisal of Solf-Storage Facilities 2020 Appraisal of Bellistral Enchators 2020 2020-2021 7-Hour USPAP Update:

Education: 1995 - High School, Leigh Community Schools, Leigh, Nebusha 1999 - Bachelor of Arts, University of Denves, Denver, Colorado

Employment History:
Rally Appraisal LLC Certified General Appraisar 07:04-Proceet
Hamilton College. Administrational Representative 03:03:06:04
KWWL-TV, News Predects 05:01:03:03
KLIR-KJSK Radio. News Director 06:00:05:01

Apprairal Courses:
Apprairal Francisco 2004
USPAP Certification 2004
National USPAP Updaind 2007
Appraise FFIA Today 2008
Rapo & REO Valuation 2008
Effective Apprairal Writing 2008
National USPAP Updain 2012
Making Sense of GBM. OARs and DCF 2014
American Will Today 2019 Appraising FHA Today 2014 National USPAP Update 2014 National USFAP Update 2016
National USFAP Update 2016
National USFAP Update 2016
Battle Hotel Appraising 2016
Expert Withora of Commercial Appraiser; 2016
Appraisal of Owner-Occupied Comm. Propertie: 2018

Seminari Attended:
Appraisal Principles and Procedures 2004
General Appraisal Income Approach Part 1 2009
General Appraisal Income Approach Part 2 2009
General Sales Companison Approach, 2010
Real Estate Financing Statistics and Valuation Modeling 2010
General Appraisal Report Writing 2010
General Appraisal Cort Approach 2011
General Appraisal Cort Approach 2011
General Appraisal Highest & Best Use 2011

Expect of Fromerties Amerated:

Residential, small income, vacant land, new construction, REO, all types of industrial, farm land, recreational land, multi-family, residential and commercial tubdritisions, enument domain muni-storage, office buildings; manufactured home parks, peckal see properties, and observable, reveal, fineral homes, CBD, hotels, log confinement, dawy and cattle family, special purpose properties and car waches.



STATE OF IOWA

OWA DEPAREMENT OF COMMENC

This is to certify that the below named has been granted a certification as: Certified General Appraiser.

Certification Number: CG02627 Expires: June 30, 2024

Status: Active

Mr. James Anthony Herink Rally Appraisal, LLC 209 Franklin Street, Suite A3 Cedar Falls, Iowa 50613

State of Iowa

Real Estate Appraiser Examining Board

James Herink

having given satisfactory evidence of professional qualifications as required by the Code of lowe is duly authorized to practice in the State of Iowa as a Certified General Appraiser.

in witness thereof the Board grants Certification Number CG02627. This 7th day of June, 2006



Amende Luscombe

Fred Geder

C·E·D·A·R F·A·L·L·S Iowa

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 & City Council

FROM: Melissa Denning, Community Services Supervisor

DATE: July 15, 2024

SUBJECT: Public Hearing: Community Development Block Grant and HOME

Consortium 5-Year Consolidated Plan FFY24-28

Annual Action Plan FY25 (FFY24)

In September 2023 Cedar Falls entered into an agreement with Waterloo to jointly contract with MOSAIC Community Planning, to develop our FY24-28 Community Development Block Grant and HOME Consortium 5-year Consolidated Plan, FY25 Annual Action Plan, and Analysis of Impediments to Fair Housing (AI). Preparation and approval of these plans is required to receive annual allocations of CDBG and HOME funds from the U.S. Department of Housing and Urban Development (HUD). After extensive public outreach, these plans have been drafted and notice of the public comment period (June 11 to July 15, 2024) has been published. The plans have been on file with the City Clerk and available online at www.waterloocedarfallshud.com for public review and comment since June 11, 2024.

The Housing Commission held a public hearing at their meeting on June 19, 2024. There was no public in attendance and no written comments received. The Housing Commission discussed the draft plans and recommended approval at a continuation of the meeting on June 20, 2024.

Prior to the public hearing on July 15, a representative from MOSAIC Community Planning will provide a presentation summarizing the planning process, the input received from the public and the proposed plan for allocating CDBG and HOME funds over the next five years. For the City's FY25 (Federal Fiscal Year 2024), Cedar Falls CDBG allocation is \$262,476.00. To date, no public comments have been received.

The Housing Commission recommends adoption of the FFY24-28 Community Development Block Grant and HOME Consortium 5-Year Consolidated Plan as well as the FFY24 Annual Action Plan.

If you have any questions, please contact me.

xc: Stephanie Houk Sheetz, AICP, Community Development Director Karen Howard, AICP, Planning & Community Services Manager





2024-2028 Consolidated Plan

May 2024

Disclaimer: Due to limitations of the online HUD IDIS system, the CDBG document presented herein may provide additional information when compared to the online version. Should there be any question about which version is the Official Annual Action Plan, the online IDIS version shall prevail.

Table of Contents

The Process	4
PR-05 Lead & Responsible Agencies - 91.200(b)	4
Needs Assessment	21
NA-05 Overview	21
NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)	22
Housing Market Analysis	27
MA-05 Overview	27
MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)	28
MA-50 Needs and Market Analysis Discussion	36
MA-60 BROADBAND NEEDS OF HOUSING OCCUPIED BY LOW- AND MODERATE-INCOME HOUSEHOLDS - 91.210(A)(4), 91.310(A)(2)	41
MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)	45
Strategic Plan	51
SP-05 Overview	51
SP-10 Geographic Priorities - 91.415, 91.215(a)(1)	51
SP-25 Priority Needs - 91.415, 91.215(a)(2)	52
SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)	56
SP-40 Institutional Delivery Structure - 91.415, 91.215(k)	59
SP-45 Goals - 91.415, 91.215(a) (4)	63
SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)	67
SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)	68
SP-80 Monitoring - 91.230	68
Expected Resources	71
AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)	71
Annual Goals and Objectives	74

	AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3) &(e)	74
	AP-35 Projects - 91.420, 91.220(d)	78
	AP-38 Project Summary	79
	AP-50 Geographic Distribution - 91.420, 91.220(f)	83
	AP-85 Other Actions - 91.420, 91.220(k)	84
F	Program Specific Requirements	. 86
	AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)	86

The Process

PR-05 LEAD & RESPONSIBLE AGENCIES - 91.200(B)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Cedar Falls	Department of Community Development

Table 1- Responsible Agencies

Narrative

The City of Cedar Falls administers its own CDBG activities, through the Department of Community Development. Cedar Falls participates together with the City of Waterloo in a HOME Consortium; Waterloo is the Consortium's lead entity and bears responsibility for administration of HOME funds.

Consolidated Plan Public Contact Information

Department of Community Development Planning and Community Services Division 220 Clay Street

Cedar Falls, Iowa 50613

Contact: Planning and Community Services Manager

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Website: http://www.cedarfalls.com

PR-10 CONSULTATION - 91.100, 91.110, 91.200(B), 91.300(B), 91.215(L) AND 91.315(L)

1. Introduction

The City of Cedar Falls conducted extensive in-person and remote consultation to ensure this Consolidated Plan was informed by input from stakeholders with deep knowledge of the city's housing and community development needs. In November 2023, Waterloo and Cedar Falls jointly held an in-person meeting for service providers at the Waterloo Center for the Arts, which was attended by 16 representatives of various nonprofits, public agencies, and private-sector entities. The planning team conducted individual consultations by phone with 19 stakeholders and corresponded with another 4 via email to collect input for the plan. Table 2 lists each of these consultations, including the type of organization consulted, means of consultation, and the portions of the plan the resulting input informed.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies (91.215(I)).

To enhance coordination with public and assisted housing providers and private and governmental health, mental health, and service agencies, the City of Cedar Falls offered a variety of options for these entities to participate in the Consolidated Plan process. By offering in-person meetings, one-on-one interviews, and even email exchanges and surveys as opportunities for engagement, these stakeholder organizations were able to choose formats, dates, and times that were most convenient. Additionally, the planning process began with a stakeholder identification exercise among the members of the planning team so that contacts for each of these organization types were identified and proactively pursued. This approach ensured that the valuable insight and experience held by local housing providers and service agencies was incorporated into the Consolidated Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

In preparing the Consolidated Plan, the planning team consulted with the Iowa Balance of State Continuum of Care regarding data reflective of the needs of people experiencing homelessness in Waterloo and Cedar Falls. Data maintained by the Institute for Community Alliances was also consulted, which included counts of the

sheltered and unsheltered homeless population in Black Hawk County. CoC member organizations that serve the local homeless population were also included in various consultation processes, including one-on-one interviews and/or meeting attendance by the Salvation Army of Waterloo/Cedar Falls, Friends of the Family, and the Northeast Iowa Food Bank. Additionally, the Salvation Army and food bank both provided significant opportunities for the planning team to collect input directly from their clients, including people experiencing homelessness and those at risk of homelessness.

A group composed of various local providers of homelessness services known as the Black Hawk County Local Homeless Coordinating Board (LHCB) meets biweekly to share issues and concerns regarding homelessness, preventing homelessness and services available in the community. The LHCB has extensive membership, with over 50 members and with representation from approximately 40 different agencies, including state and local government agencies, non-profit, faith-based organizations, health clinics, and local businesses. The LHCB meetings also provide opportunities for coordination among board members, including discussions of the coordinated entry list and opportunities to place people from the list into shelter based on the participating members' available resources. The board manages homelessness policies and a coordinated entry process. In addition, the board organizes the annual Point-In-Time survey, which is conducted in January of every year.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies, and procedures for the administration of HMIS.

Waterloo and Cedar Falls do not receive ESG funds, however, they do collaborate with partners and service providers in the area through the Black Hawk County Local Homeless Coordinating Board (LHCB). The board manages homelessness policies and a coordinated entry process. In addition, the board organizes the annual Point-In-Time survey, which is conducted in January of every year. The LHCB has a county-wide focus, but the majority of services and needs are met within Waterloo and Cedar Falls.

2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities.

Agency/Group/Org anization Name	Agency/Group/Organi zation Type	Section of Plan Addressed	Consultation Method
AlwaysON	 Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide 	Market Analysis	Phone Interview
Bakari Behavioral Health	Services-Health	Non-Homeless Special Needs	Phone Interview
Black Hawk County Emergency Management	Agency - Emergency Management	Market Analysis	Email Correspondence
Black Hawk County Engineer's Office	 Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources 	Market Analysis	Email Correspondence
Black Hawk County Environmental Health	Services-HealthOther government - County	Lead-Based Paint Strategy	Phone Interview
Black Hawk Grundy Mental Health Center	Services-Persons with DisabilitiesServices-Health	Non-Homeless Special Needs	Phone Interview
Black Hawk County Public Health	Services-HealthOther government - County	Non-Homeless Special Needs	Service Provider Meeting

Agency/Group/Org anization Name	Agency/Group/Organi zation Type	Section of Plan Addressed	Consultation Method
Cedar Falls Community Services	Other government - Local	 Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development Strategy 	Phone Interview
Cedar Falls Human Rights Commission	Services-Fair Housing	Market Analysis	Phone Interview
Cedar Falls Planning & Zoning	PlanningOrganizationOther government - Local	Housing Need AssessmentMarket Analysis	Phone Interview
Cedar Falls Utilities	 Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide 	Market Analysis	Email Correspondence
CenturyLink	 Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide 	Market Analysis	Phone Interview
College Hill Partnership	Business LeadersNeighborhoodOrganization	 Non-housing Community Development Strategy 	Phone Interview
Delaton, LLC	Business Leaders	 Housing Need Assessment Non-housing Community Development Strategy 	Phone Interview

Agency/Group/Org anization Name	Agency/Group/Organi zation Type	Section of Plan Addressed	Consultation Method
Exceptional Persons Inc.	 Housing Services-Persons with Disabilities	 Non-Homeless Special Needs 	Phone Interview
Friends of the Family	 Housing Services-Victims of Domestic Violence Services-Homeless 	 Housing Need Assessment Non-housing Community Development Strategy Anti-Poverty Strategy 	Service Provider Meeting
Hawkeye Community College	Services-EducationServices- Employment	 Non-housing Community Development Strategy Anti-poverty Strategy 	Phone Interview
lowa Balance of State Continuum of Care	Services-Homeless	Housing NeedAssessmentMarketAnalysis	Email Correspondence
lowa Heartland Habitat for Humanity	• Housing	Housing Need AssessmentMarket AnalysisAnti-Poverty Strategy	Phone Interview
lowa Northland Regional Council of Governments	Regional organizationPlanning organization	Market AnalysisNon-housing Community Development Strategy	Service Provider Meeting

Agency/Group/Org anization Name	Agency/Group/Organi zation Type	Section of Plan Addressed	Consultation Method
MidAmerican Energy Company	Business LeadersMajor Employer	 Non-housing Community Development Strategy 	Service Provider Meeting
NAACP of Black Hawk County	• Civic Leaders	Non-housing Community Development Strategy	
Northeast Iowa Food Bank	• Other: Food Bank	Non-Homeless Special NeedsMarket AnalysisAnti-poverty Strategy	Phone Interview
Office of Senator Joni Ernst	Other government - Federal	 Non-housing Community Development Strategy 	Service Provider Meeting
Rise Broadband	 Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide 	Market Analysis	Phone Interview
Salvation Army of Waterloo/Cedar Falls	Continuum of CareServices-Homeless	Homelessness StrategyMarket AnalysisAnti-poverty Strategy	Phone Interview

Agency/Group/Org anization Name	Agency/Group/Organi zation Type	Section of Plan Addressed	Consultation Method
Social Action, Inc.	 Services-Children Services-Education Services-Employment 	 Non-Homeless Special Needs Non-housing Community Development Strategy Anti-poverty Strategy 	Service Provider Meeting
TEAM Real Estate Group	Business Leaders	Housing Need Assessment	Phone Interview
Waterloo Housing Authority	HousingPHA	Housing Need AssessmentPublic Housing Needs	Phone Interview

Table 2– Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Efforts were made to consult a wide variety of community stakeholders throughout Cedar Falls. No agency types were excluded from outreach efforts.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Black Hawk County Local Homeless Coordinating Board	The City supports efforts to reduce homelessness and improve and coordinate strategies for identifying homeless persons and assisting with efforts to provide housing. The Black Hawk County Local Homeless Coordinating Board participates in a coordinated entry system to bring all housing providers together to faster serve homeless individuals and eliminate service duplication.

Table 3- Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I)).

As members of a HOME consortium, the adjacent cities of Cedar Falls and Waterloo coordinate extensively regarding housing needs and the use of HOME funds within their respective jurisdictions. Notwithstanding the inherent coordination involved in consortium membership, the two cities work closely together on overall housing and community development planning, development of the Consolidated Plan, Annual Action Plans, and CAPERs; citizen participation; stakeholder consultation; and in promoting fair housing. As the cities form the most significant population center in Black Hawk County, various County departments are frequent collaborators in administration of the Consolidated Plan programs. These include the County's environmental health, public health, mental health, and emergency management offices.

PR-15 CITIZEN PARTICIPATION - 91.105, 91.115, 91.200(C) AND 91.300(C)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal setting.

An important component of the research process for this Consolidated Plan involved gathering input regarding housing and community development needs in the cities of Waterloo and Cedar Falls. As members of a HOME consortium, the cities of Waterloo and Cedar Falls collaborated to implement a single, streamlined citizen participation process designed to collect public input from residents of both cities while avoiding duplication of effort and expense. The project team used a variety of approaches to achieve meaningful public engagement with residents and other stakeholders, including community meetings, focus groups, pop-up engagement, stakeholder interviews, and a community-wide survey.

Resident Meetings

Three in-person meetings open to the general public were held to inform residents about and gather information for the Consolidated Plan. Two of the meetings were offered in the evening and targeted at members of the general public; one in each of the cities. The third public meeting was held during the day and targeted to service providers and stakeholders. Each of the meetings consisted of a short presentation providing an overview of the Consolidated Plan followed by an interactive discussion of housing and community development needs in Waterloo and Cedar Falls. To encourage participation, meeting flyers advertised the meetings as having

refreshments. Meeting notices also included instructions on how to request language services or other accommodation, however no accommodation or interpretation requests were received. Dates, times, and locations of the two public meetings offered are shown below:

Cedar Falls Resident Meeting

Tuesday, November 28, 2023 5:30 – 6:30 PM Hearst Center 304 W Seerley Boulevard Cedar Falls, IA 50613 Attendees: 11

Service Provider Public Meeting

Wednesday, November 29, 2023 3:00 – 4:00 PM Waterloo Center for the Arts 225 Commercial Street Waterloo, IA 50701 Attendees: 16

Waterloo Resident Meeting

Wednesday, November 29, 2023 5:30 – 6:30 PM Cedar Valley SportsPlex 300 Jefferson Street Waterloo, IA 50701 Attendees: 7



Focus Groups

In addition to the public meetings, four focus groups were held to collect input from groups of residents with specific backgrounds and unique perspectives housing needs and community resources. As with the public meetings, these groups typically began with a brief explanation of the Consolidated Plan. The focus group leader then facilitated a discussion of affordable housing needs, neighborhood conditions, and community resources in the area. In most cases, the project team worked with local agencies and organizations to host and promote the focus groups to their respective members or clients, resulting in a total of 27 participants. To incentivize participation, focus group participants were given gift cards as a token of thanks for their time and input.

A list of the focus groups with their sponsoring organizations is provided below:

Focus Group #1: People with Disabilities

Sponsor: Exceptional Persons, Inc.

Participants: 6

Focus Group #2: Low/Mod Income Renter Households

Sponsor: Iowa Heartland Habitat for Humanity

Participants: 5

Focus Group #3: Senior Citizens

Sponsor: Ridgeway Towers (Waterloo Housing Authority)

Participants: 6

Focus Group #4: LEP Immigrant Communities

Sponsor: World Grace Project

Participants: 10

The selection of these focus groups was strategic and intended to collect input from residents likely to have had unique challenges accessing housing and community resources.

Pop-Up Engagement

The planning team conducted 5 pop-up engagement activities wherein facilitators informally engaged with residents in community locations, generally not as a part of any particular event. Pop-up engagement is useful for raising awareness around the planning project and obtaining input from residents who may not otherwise be likely to attend a meeting on the subject, but who have opinions to share, nonetheless. By canvassing at high-traffic locations such as libraries, grocery stores, and food pantries, the planning team engaged 117 residents in development of the Consolidated Plan.

• Pop-Up #1: Cedar Valley Food Pantry

Tuesday, November 28; 1:30-2:30 PM

<u>Response</u>: 26 residents engaged with planning team members in short conversations about community needs and housing challenges before beginning their shopping at the food pantry. Additionally, food pantry workers included hard copy surveys with postage-paid return envelopes in shoppers' grocery bags upon checkout.

Pop-Up #2: Cedar Falls Library

Tuesday, November 28; 3:00-3:45 PM

<u>Response</u>: 19 Cedar Falls residents engaged in a short conversation about community needs and housing challenges in the library's lobby as they were entering or exiting the building.

Pop-Up #3: Central Bus Station

Wednesday, November 29; 10:00-11:00 AM

<u>Response</u>: 9 residents engaged in a short conversation about community needs and housing challenges while waiting at the bus station or as they were transferring between buses.

Pop-Up #4: Salvation Army of Waterloo/Cedar Falls

Wednesday, November 29; 11:00 AM – 1:00 PM

<u>Response</u>: During the Salvation Army's lunch program, 53 residents completed a survey; some engaged in further discussion of housing issues with planning team members.

Pop-Up #5: All-In Grocers

Thursday, November 30; 12:30-1:30 PM

<u>Response</u>: Through interactive activities set up in the grocery store's Willie Mae Wright Community Room and canvassing in the store's parking lot, 10 residents spoke with planning team members about community needs and housing challenges.

Stakeholder Interviews

The planning team engaged with stakeholders representing a variety of perspectives through in-depth individual interviews. Interviews typically lasted 45 minutes to one hour and included discussions about housing and community development needs, new potential uses of grant funds, and access to opportunity. Nineteen (19) community stakeholders participated in interviews with the planning team. Participating stakeholders represented a range of viewpoints, including affordable housing, community development and planning, education, health services, homelessness services, senior services, family services, people with disabilities, and others.

Project Website

The project website, WaterlooCedarFallsHUD.com, provided information about the plans, linked to the community survey, promoted public meetings and events, and directed residents to local and national fair housing resources and information. Over the course of the project, the site received 57 unique visitors and 498 interactions (i.e., session starts, pageviews, clicks, etc.).

Community Survey

Another method for obtaining community input was a survey available to the general public, including people living and/or working in Waterloo or Cedar Falls and other stakeholders. The survey was available from November 2023 through January 2024 via the project website and online link. The planning team collected hard copy survey responses through a collection box placed at the Cedar Falls Library and through collaboration with nonprofit service organizations. For example, 53 hard copy responses were completed and returned during a pop-up event at the Salvation Army's lunch program, and organizations including the Cedar Valley Food Bank and World Grace Project distributed surveys with postage-paid return envelopes to their clients. A total of 361 survey responses were received, 200 from Waterloo residents and 161 from people residing in Cedar Falls.

Publicity for Community Engagement Activities

Advertisements for the Consolidated Plan process and related participation opportunities were targeted to the general public, as well as nonprofits, service providers, housing providers, and others working with low- and moderate-income households and special needs populations. Public notice of community engagement opportunities was given to residents through news announcements on the project website (WaterlooCedarFallsHUD.com), social media, and a public notice published in



the Waterloo-Cedar Falls
Courier. A press release
distributed to local media
outlets resulted in feature
stories by the local CBS News
affiliate and by lowa Public
Radio. Project flyers were
emailed to contact lists
maintained by Waterloo and
Cedar Falls including people
and organizations representing
a variety of viewpoints,
including elected officials and
staff, local government
agencies, housing authority

staff, housing developers, nonprofit organizations, homeless housing and service providers, mental health service providers, organizations serving people with disabilities, family and senior services, workforce development organizations, and others. Cedar Falls also included a post about the project in its employee newsletter. In all meeting advertisements, information for anyone needing language services or other

accommodation was provided, but none were requested.

Citizen Participation Outreach

Sort Orde r	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary o f comments not accepted and reaso ns	URL (If applicable)
1	Newspaper Ad	Non- targeted/ broad community	Public Notice published in the Waterloo-Cedar Falls Courier	N/A	N/A	N/A
2	Internet Outreach	Non- targeted/ broad community	Social Media posts and email distribution of meeting flyer and press release	N/A	N/A	N/A
3	Resident Meetings	Non- targeted/ broad community	Cedar Falls Resident Meeting Tuesday, November 28, 2023 Attendees: 11 Service Provider Public Meeting Wednesday, November 29, 2023 Attendees: 16 Waterloo Resident Meeting Wednesday, November 29, 2023 Attendees: 7	Summary of resident meeting input is provided in the Grantee Unique Appendices	All comments and questions were accepted.	N/A

Sort Orde r	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary o f comments not accepted and reaso ns	URL (If applicable)
4	Focus Groups		Focus Group #1: People with Disabilities Sponsor: Exceptional Persons, Inc. Participants: 6 Focus Group #2: Low/Mod Income Renter Households Sponsor: Iowa Heartland Habitat for Humanity Participants: 5 Focus Group #3: Senior Citizens Sponsor: Ridgeway Towers (Waterloo Housing Authority) Participants: 6 Focus Group #4: LEP Immigrant Communities Sponsor: World Grace Project Participants: 10	Summary of focus group input is provided in the Grantee Unique Appendices	All comments and questions were accepted.	N/A

Sort Orde r	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary o f comments not accepted and reaso ns	URL (If applicable)
5	Pop-Up Engagement		Pop-Up #1: Cedar Valley Food Pantry Tuesday, November 28 Response: 26 residents Pop-Up #2: Cedar Falls Library Tuesday, November 28 Response: 19 Cedar Falls residents Pop-Up #3: Central Bus Station Wednesday, November 29 Response: 9 residents Pop-Up #4: Salvation Army of Waterloo/Cedar Falls Wednesday, November 29 Response: 53 residents completed a survey Pop-Up #5: All-In Grocers Thursday, November 30 Response: 10 residents	Summary of pop- up engagement input is provided in the Grantee Unique Appendices	All comments and questions were accepted.	N/A
6	Newspaper Ad	TBD				
7	Public Hearing	TBD				

Table 4- Citizen Participation Outreach

Needs Assessment

NA-05 OVERVIEW

Needs Assessment Overview

To inform development of priorities and goals over the next five years, this section of the Consolidated Plan discusses housing, community development, and economic development needs in Cedar Falls, Iowa. It relies on data from the U.S. Census, the 2016-2020 5-Year American Community Survey (ACS), and a special tabulation of ACS data known as Comprehensive Housing Affordability Strategy (CHAS) data that estimates the number of households with one or more housing needs. Local data regarding homelessness and assisted housing is included. Finally, public input gathered through interviews, focus groups, meetings, and the community survey are coupled with data analysis to identify priority needs related to affordable housing, homelessness, assisted housing, community development, and economic development in Cedar Falls, lowa.

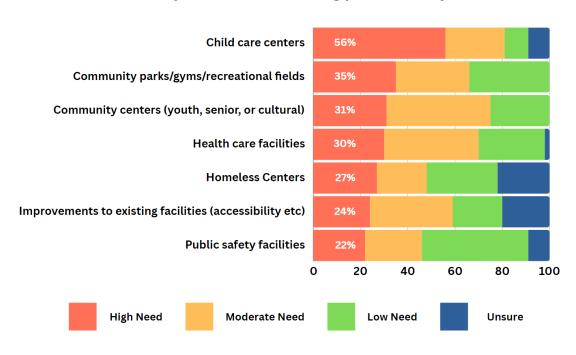
NA-50 NON-HOUSING COMMUNITY DEVELOPMENT NEEDS - 91.415, 91.215



Describe the jurisdiction's need for Public Facilities:

Buildings open to the general public or for use by target special needs populations, whether owned by the government or by nonprofit organizations, may be considered public facilities under the CDBG program. Community survey participants were asked to identify a variety of public facilities as "low," "moderate," or "high" needs in Cedar Falls with the following top three responses: (1) childcare centers; (2) community parks, gyms, and recreational fields; and (3) community centers. These facilities, in addition to health care facilities, were ranked as moderate-to-high need by more than half of participants.

How would you rate the following public facility needs?



Input from community meetings, focus groups, and interview participants supported survey findings. Common needs identified by stakeholders included:

- Affordable childcare centers
- Homeless centers, especially emergency shelter, other than Salvation Army affiliated centers, which were reported to be unwelcoming to LGBTQ+ individuals
- Job training centers
- Affordable and accessible mental health treatment facilities

The 2012 Cedar Falls Comprehensive Plan also identified key goals relating to community issues regarding public facilities. These include the following:

- Expanding space at the Main Street Community and Senior Center
- Expanding and improving existing spaces at the James & Meryl Hearst Center For The Arts
- Relocating and updating fire stations
- Expanding spaces in several public schools

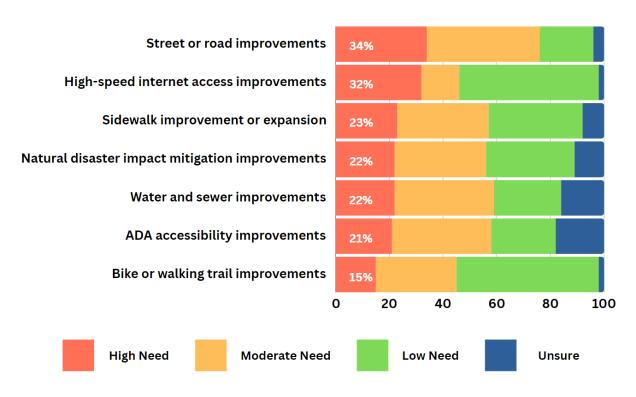
How were these needs determined?

Cedar Falls' public facility needs were determined based on input from stakeholders engaged through research, stakeholder interviews, focus groups, public meetings, and a community survey. More than 150 residents and stakeholders participated in community engagement activities for the Consolidated Plan (see Table 2 for a list of participating organizations). Needs were also determined through a review of other local plans and studies, including the 2012 Cedar Falls Comprehensive Plan.

Describe the jurisdiction's need for Public Improvements:

Survey respondents were also asked to rank public infrastructure improvement needs in Cedar Falls. The top three responses ranked as high need by the largest number of participants were street/road improvements, high-speed internet access, and sidewalk improvements or expansion.

How would you rate the following infrastructure improvement needs?



Community meeting and focus group attendees and interview participants also frequently identified street and walkability improvements as major needs.

The 2012 Cedar Falls Comprehensive Plan and the Iowa Northland Regional Council of Governments' 2011 Safe Routes to School Plan also identify improvements in sidewalk connectivity as a goal to improve community mobility.

How were these needs determined?

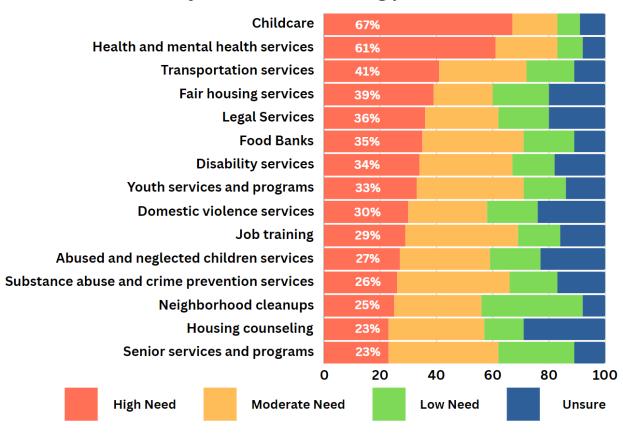
Cedar Falls' public infrastructure improvement needs were determined based on input from stakeholders engaged through research, stakeholder interviews, focus groups, public meetings, and a community survey. More than 150 residents and stakeholders participated in community engagement activities for the Consolidated Plan (see Table 2 for a list of participating organizations). Needs were also determined through a review of other local plans and studies, including the 2012 Cedar Falls Comprehensive Plan.

Describe the jurisdiction's need for Public Services:

Survey respondents were also asked to rank public service needs in Cedar Falls. The top three responses were childcare, health and mental health services, and transportation services. Each of these items was identified as a medium- to high-level need by more

than half of survey takers, and childcare and health/mental health services were identified as such by more than 80% of respondents.

How would you rate the following public service needs?



Input from community meetings, focus groups, and interview participants supported survey findings. Transportation services were the most commonly mentioned need from these participants. Other common needs identified by these stakeholders included:

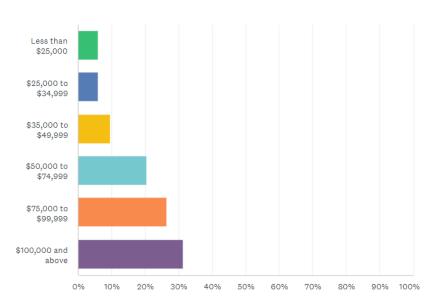
- Mental health and substance abuse treatment services
- Home repair and code enforcement services
- Financial counseling services
- Affordable childcare services
- Home buying services (down payment assistance, counseling, etc.)

How were these needs determined?

Cedar Falls' public service needs were determined based on input from stakeholders engaged through research, stakeholder interviews, focus groups, public meetings, and a community survey. More than 150 residents and stakeholders participated in community engagement activities for the Consolidated Plan (see Table 2 for a list of participating organizations). Of survey participants who chose to share their income bracket, approximately 73% were low- to moderate- income as determined by HUD's FY 2024 Income Limits Documentation System¹.

What is your total household income?





¹ Median Family Income in Black Hawk County was \$85,500 in 2024. Low-income is generally considered to be 80% or less of the MFI, and moderate-income is considered to be 80-120%.

Housing Market Analysis

MA-05 OVERVIEW

Housing Market Analysis Overview:

Housing choices are limited by household income and wealth; however, a lack of affordable housing in an area may also create significant hardships for low- and moderate-income households. Households that spend more than 30% of their income on housing are considered 'housing cost burdened' and may have difficulty affording other necessities, such as food, clothing, and childcare. Data examined in the following sections shows that there is a lack of rental and for-sale housing in the city that is affordable to residents with very low incomes, and a significant proportion of households are cost-burdened or severely cost-burdened by housing costs. Stakeholders and residents who participated in this planning process also noted a need for development of new housing units affordable to residents with incomes below 50% AMI. In addition to reviewing current housing market conditions, this section analyzes the availability of assisted and public housing and facilities to serve homeless individuals and families. It also analyzes local economic conditions and summarizes existing economic development resources and programs that may be used to address community and economic development needs identified in the previous section, NA-50.

MA-45 NON-HOUSING COMMUNITY DEVELOPMENT ASSETS - 91.410, 91.210(F)

Introduction

This section outlines employment, labor force, and educational attainment data that informs the Consolidated Plan's priorities and goals.

Economic Development Market Analysis

Table 5 - Business Activity

Table 6 - Dusiness Activity					
Business us by Sector	Number of Workers	Number of Jobs	Share of Workers	Share of Jobs	Jobs less workers
Agriculture, Mining, Oil & Gas Extraction	145	227	0.6%	1.2%	0.6%
Arts, Entertainment, Accommodations	2,627	2,242	11.2%	11.6%	0.4%
Construction	935	635	4.0%	3.3%	-0.7%
Education and Health Care Services	7,263	3,998	31.0%	20.7%	-10.3%
Finance, Insurance, and Real Estate	1,471	1,268	6.3%	6.6%	0.3%
Information	178	274	0.8%	1.4%	0.7%
Manufacturing	2,738	1,371	11.7%	7.1%	-4.6%
Other Services	887	489	3.8%	2.5%	-1.3%
Professional, Scientific, Management Services	1,932	2,180	8.2%	11.3%	3.0%
Public Administration	613	313	2.6%	1.6%	-1.0%
Retail Trade	3,621	3,027	15.5%	15.7%	0.2%
Transportation and Warehousing	495	2,135	2.1%	11.1%	8.9%
Wholesale Trade	516	1,158	2.2%	6.0%	3.8%
Total	23,421	19,317			

Data Source: 2013-2017 ACS (Workers), 2017 Longitudinal Employer-Household Dynamics (Jobs)

Table 6 - Labor Force

Labor Force	Number of Workers
Total Population in the Civilian Labor Force	24,380.5
Civilian Employed Population 16 years and over	23,427.1
Unemployment Rate	3.9%
Unemployment Rate for Ages 16-24	7.3%
Unemployment Rate for Ages 25-65	2.3%

Data Source: 2013-2017 ACS

Table 7 – Occupations by Sector

Occupations by Sector	Number of People
Management, business and financial	3,289
Farming, fisheries, and forestry occupations	55
Service	5,070
Sales and office	5,382
Construction, extraction, maintenance, and repair	1,066
Production, transportation, and material moving	2,591

Data Source: 2013-2017 ACS

Table 8 - Travel Time

Travel Time	Number	Percentage
< 30 Minutes	19,783	93.3%
30-59 Minutes	852	4.0%
60 or More Minutes	576	2.7%
Total	21,211	100%

Data Source: 2013-2017 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Table 9 - Educational Attainment by Employment Status

	In Labo		
Educational Attainment	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	392	10	153
High school graduate (includes equivalency)	1,851	139	547
Some college or Associate's degree	4,073	80	876
Bachelor's degree or higher	6,685	92	1067

Data Source: 2013-2017 ACS

Table 10 - Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	7	32	27	10	72
9th to 12th grade, no diploma	195	66	63	185	46
High school graduate, GED, or alternative	646	368	254	773	697
Some college, no degree	2,793	763	306	704	484
Associate's degree	418	342	339	266	136
Bachelor's degree	553	1,047	862	714	448
Graduate or professional degree	0	258	231	717	885

Data Source: 2013-2017 ACS

Table 11 – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	28,938
High school graduate (includes equivalency)	31,976
Some college or Associate's degree	40,174
Bachelor's degree	52,569
Graduate or professional degree	73,808

Data Source: 2013-2017 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The employment sectors in Cedar Falls with the largest number of jobs are education and health care services (3,998 jobs or 20.7% share of total jobs), retail trade (3,027 jobs or 15.7%), arts, entertainment, and accommodations (2,242 or 11.6%), and professional, scientific, and management services (2,180 jobs or 11.3%).

The jobs in which most residents are employed generally reflect these major employment sectors. The largest numbers of Cedar Falls residents work in education and health care services (7,263 workers or 31.0% share of total workers), retail trade (3,621 workers or 15.5%), manufacturing (2,738 workers or 11.7%), and arts, entertainment, and accommodations (2,627 workers or 11.2%).

Describe the workforce and infrastructure needs of the business community:

In 2022, the Iowa Northland Regional Economic Development Commission (INREDC) prepared a Comprehensive Economic Development Strategy (CEDS) for the general 6-county region in northern Iowa including Cedar Falls. The findings include weaknesses and threats that focus closely on economic development, private investment, development, and job creation, including:

- Region's overall lack of growth compared to similar regions.
- Uneven economic growth across the region
- Current and projected workforce shortages for both skilled and non-skilled laborers
- Business development and retention for existing small companies
- Aging population
- Shortage of childcare services
- Aging infrastructure (water/sewer/roads/bridges/housing stock)
- Changing global economic conditions
- Local and small businesses competing with changing consumer habits (online retail)
- Declining enrollment in higher education institutions
- Competition drawing talent from the region.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Based on the 2022 CEDS, the INREDC established new priorities that focus on strengthening and diversifying the regional economy by collaborating to provide the infrastructure, workforce, and amenities necessary to retain and expand existing

businesses, attract new businesses, and support local entrepreneurs. An analysis of the region's strengths, weaknesses, opportunities, and threats found the region is facing various challenges such as retaining and growing its workforce due to competition drawing talent away from the region. The City of Cedar Falls currently owns the West Viking Road Industrial Park that contains over 199.72 acres of lots that are zoned light industrial and can serve a variety of businesses such as manufacturing, logistics, and distribution/warehousing. The light industrial park is located next to U.S. Highway 20 and the Waterloo Regional Airport. The City installed the underground infrastructure using TIF funds. The land is also site certified by the lowa Economic Development Authority (IEDA)².

Community engagement participants for this Consolidated Plan noted Cedar Falls has benefitted from its proximity to the University of Northern Iowa as well as its vibrant downtown district and would like to see the development of more workforce and affordable housing to support existing and prospective residents.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The 2022 CEDS analyzed and compared annual unemployment rates of the INREDC region, the State of Iowa, and the United States. Overall, the region's unemployment rate has closely followed the state's unemployment rate, both of which are consistently below the national average. However, unemployment rates are calculated based on labor force participation and do not account for people who are employed or unemployed and actively seeking work. Therefore, actual unemployment rates are often higher when considering people are underemployed as well as workers who have dropped out of the labor force due to not being able to find employment. The INREDC acknowledges that the region must focus on reversing the declining trend of its labor force in order meet workforce demands. Many employers in the region have shared concerns about the lack of available general and skilled labor. Many community engagement participants similarly noted concerns of losing more talent due to the lack of available housing stock and overall affordability that may be a driving force for existing residents to leave Cedar Falls and the region altogether.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Workforce Board of Region 7³ is responsible for strategy oversight for the workforce development system in Black Hawk, Bremer, Butler, Buchanan, and Grundy counties,

² Iowa Economic Development, West Viking Road Industrial Park. https://www.iowaeda.com/certified-site/west-viking-road-industrial-park/

Iowa. Iowa Workforce Development and Hawkeye Community College collaboratively manage the Region 7 American Job Center.

The University of Northern Iowa Small Business Development Center (SBDC) provides nocost business counseling and technical advice to entrepreneurs⁴. Additional services include startup assistance, business planning, accounting, human resources, marketing, sales, in addition to other resources. The SBDC serves the nine-county region of Northwest Iowa including: Butler, Bremer, Buchanan, Black Hawk, Chickasaw, Fayette, Grundy, Howard, and Tama Counties.

Ranked top 10 in the U.S. for job markets, the regional economic development leader, Grow Cedar Valley, provides small business and start-up resources to help support entrepreneurs and their business endeavors. In addition to providing resources, the agency also connects entrepreneurs to other existing programs and services throughout Cedar Valley such as business networks, workspaces, makerspaces, equipment and tools, and collaborative laboratories⁵.

Additionally, the Iowa State Workforce Development Board⁶ created the Minority Unemployment and Outreach Standing Committee to address unemployment rate disparities for minority populations in Iowa. Per the 2020 Census, Iowa's statewide unemployment rate was 3.9%, with African Americans experiencing the highest unemployment of 14.2%, followed by Native Americans (11%), Asian Americans (5.3%), and Hispanic Americans (8.1%). The goal of the committee is to reduce unemployment in minority communities by five percent or to the state's average within the next five years. Black Hawk County will be one of the four pilot communities due to having a high concentration of minority residents and unemployment rates.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

³ Iowa State Workforce Development Board, Region 7. https://www.iowawdb.gov/r7 home

⁴ UNI Small Business Development Center. https://jpec.uni.edu/programs/uni-small-business-development-center

⁵ Grow Cedar Valley, Small Business and Start Up Resources. https://www.growcedarvalley.com/business/economic-development/small-business-start-up-resources/

⁶ Iowa State Workforce Development Board. https://www.iowawdb.gov/about-minority-unemployment-and-outreach-committee

Cedar Falls and Black Hawk County are covered in the 2022 Comprehensive Economic Development Strategy (CEDS) prepared by the Iowa Northland Regional Economic Development Commission (INREDC). While the City of Cedar Falls is not contemplating economic development-focused initiatives with the use of its CDBG funds, several of its planned activities relate to priorities identified in the CEDs.

One of the CEDS priorities is to address the housing stock and availability across the region. Similarly, Cedar Falls will continue to prioritize the use of CDBG funds to preserve and improve the city's existing affordable housing and supply through rehabilitation programs for homeowners and rental housing.

The CEDS has also prioritized building infrastructure resilience across the region. Cedar Falls will also prioritize infrastructure improvements such as sidewalk and pedestrian infrastructure and improved public transportation services that can support workforce attraction and access to opportunities for residents in the city.

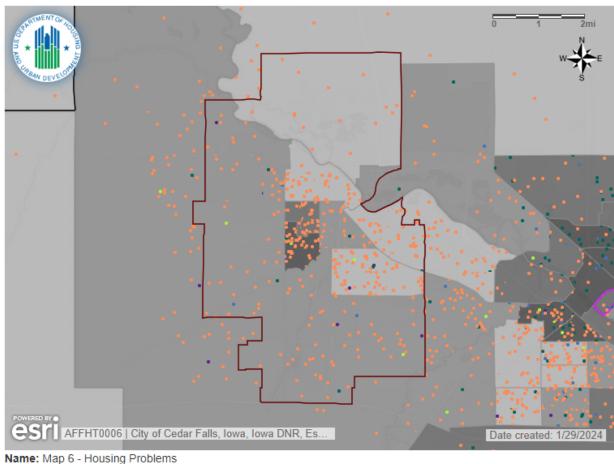
MA-50 NEEDS AND MARKET ANALYSIS DISCUSSION

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

HUD defines four types of housing problems: (1) cost burden of more than 30%, (2) more than 1 person per room, (3) lack of complete kitchen facilities, and (4) lack of complete plumbing facilities. The HUD-provided map on the following page shows the share of households within each census tract that have at least one of these housing problems.

A concentration of households with housing needs is defined as a census tract where more than 40% of households have at least one housing need. Using this definition, there is one census tract (Census Tract 2303) with a concentration of housing problems in Cedar Falls. This census tract with the highest percentage of households with housing burdens is located in the central part of the city where the population is denser and housing stock is older. Further, the city's southwestern quadrant has a higher rate of households with a housing burden ranging between 22.37% and 40.09% compared to the northern tracts in the city.

Figure 1: Housing Needs and Race/Ethnicity by Census Tract, Cedar Falls, IA, 2010



Description: Households experiencing one or more housing burdens in Jurisdiction and Region with R/ECAPs and

race/ethnicity dot density

Jurisdiction: Cedar Falls (CDBG) Region: Waterloo-Cedar Falls, IA

HUD-Provided Data Version: AFFHT0006

<u>Legend</u>

Jurisdiction



Region



Demographics 2010

1 Dot = 75



White, Non-Hispanic



Black, Non-Hispanic

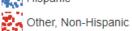


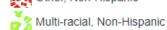
* Native American, Non-



Asian/Pacific Islander, Non-Hispanic







TRACT



R/ECAP



Percent Households with Burden

< 16.6 %



22.87 % - 29.37 %

29.37 % - 40.09 %

40.09 % - 100.0 %

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Geographic patterns for racial or ethnic minorities residing in Cedar Falls are shown in Figure 2. Concentration is defined as a census tract in which more than 50% of residents are people of color. Minority populations are distributed throughout Cedar Falls and there are no census tracts with 50% or more people of color. The census tract with the least concentration of white, non-Hispanic residents is tract 2500 which contains College Square Mall, Rownd Park, and Paw Park. About 86.6% of residents living in this tract are white, 6.2% are Black, 3.2% are Asian/Pacific Islander, 1.9% are Hispanic, and 2.4% are multiracial.

HUD Affirmatively Furthering Fair Housing Data and Mapping Tool Legend Jurisdiction Region Demographics 2010 1 Dot = 75 White, Non-Hispanic Black, Non-Hispanic Hispanic Native American, Non-Asian/Pacific Islander, Non-Hispanic Hispanic Other, Non-Hispanic Multi-racial, Non-Hispanic TRACT AFFHT0006 | City of Cedar Falls, Iowa, Iowa DNR, Es... Date created: 1/29/2024 R/ECAP Name: Map 1 - Race/Ethnicity Description: Current race/ethnicity dot density map for Jurisdiction and Region with R/ECAPs Jurisdiction: Cedar Falls (CDBG)

Region: Waterloo-Cedar Falls, IA

HUD-Provided Data Version: AFFHT0006

Figure 2: Race/Ethnicity by Census Tract, Cedar Falls, IA, 2010

40

What are the characteristics of the market in these areas/neighborhoods?

There is only one census tract in Cedar Falls where more than 40% of households have one or more housing problems (Census Tract 2303) and the majority of the population is comprised of white residents, (See Figure 1). The data presented below reflects census estimates from the 2016-2020 5-Year American Community Survey.

There are approximately 461 housing units in the census tract noted above, of which 411 are occupied with a renter or homeowner. Renter occupied housing units in this census tract make up 91.7% of all households. Renter households are most common in central Cedar Falls to the west of Highway 58, around the University of Northern Iowa, and up to the downtown district along Main Street. The high level of renter-occupied housing in this area is likely due in part to a high number of college students living near the UNI campus. Comparatively, around 35.6% of all occupied housing units in Cedar Falls are renter-occupied. Over 29.5% of all housing units in this highlighted census tract were built in 1939 or earlier. Construction prior to 1978 may indicate an increased likelihood of lead-based paint or other lead-containing materials in the structure. The vacancy rate is 10.8% which may be due to the age and condition of the housing stock. The city's vacancy rate is slightly lower at 6.0%. Age of housing and vacancies may help to explain the cause of increased housing problems in this census tract.

Are there any community assets in these areas/neighborhoods?

There are a wide variety of community assets in this area including the University of Northern Iowa campus. Additional assets include the UNI-Dome, McLeod Center, and the Gallagher Bluedorn Performing Arts Center, which host a variety of events year-round that may be open to the public. It also includes Seerley Park, the only neighborhood-serving park in the area.

Are there other strategic opportunities in any of these areas?

This tract with a high concentration of housing burdens is mostly occupied by the UNI campus which acts as a major employer locally and regionally. Having a major institution such as a university can provide a key opportunity for the City of Cedar Falls to collaborate with the academic population in conducting community-based research. For example, the UNI Office of Community Engagement can be a useful source for connecting with existing or future community engagement work with various campus or community partners. The UNI also centers service-learning to expand discipline-specific research which engages students in activities that align with community strengths and needs. A diverse catalog of service-learning eligible courses is offered including courses that address public health, climate action planning, race and

public policy, nonprofit leadership, and more⁷. The UNI also has existing centers and external partnerships with organizations and agencies such as Grow Cedar Valley and the Cedar Valley Nonprofit Association which have a large network of community partners and resources throughout the region⁸. A few of the UNI Centers include the Center for Energy and Environmental Education (CEEE), the Center for Social and Behavioral Research, Advance Iowa, the Patricia A. Tomson Center for Violence Prevention, and more.

MA-60 BROADBAND NEEDS OF HOUSING OCCUPIED BY LOW- AND MODERATE-INCOME HOUSEHOLDS -91.210(A)(4), 91.310(A)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Broadband connectivity is a vital community resource that offers citizens access to employment, education, and other personal enrichment opportunities found through the internet. Disparities in broadband access – particularly for low-to-moderate households – can create a "digital divide" that limits users' personal and professional opportunities. In 2015, the FCC defined broadband as internet access with download speeds of 25 Megabits per second (Mbps) and upload speeds of 3 Mbps (otherwise noted as 25/3). With broadband access, internet users can partake in file downloading, video streaming, email, and other critical features necessary for online communication.

Marginalized and/or minority households are generally disproportionately represented among low-to-moderate income households and therefore may be disproportionately impacted by a lack of internet access. The website BroadbandNow, which exists to help people discover internet options in their area, conducts research into broadband availability and user demographics by state and provides data on lowa households without internet access. This data shows that 40% of extremely low-income households and 17% of low-to-moderate income households in lowa are without internet:

⁷ The University of Northern Iowa (UNI), Service-Learning. https://engagement.uni.edu/service-learning

⁸ The University of Northern Iowa (UNI), UNI Centers and External Partnerships. https://engagement.uni.edu/uni-centers-external-partnerships

TABLE 45. DEMOGRAPHICS OF IOWA HOMES WITHOUT INTERNET ACCESS

Percent of Homes without Internet Access	by Age			
Under Age 18	5%			
Age 18-64	6%			
Age 65+	9%			
Percent of Homes without Internet Access by Income				
Under \$20,000	40%			
\$20,000-\$74,999	17%			
Over \$75,000	6%			
Percent of Homes without Internet Access by				
Race/Ethnicity				
Hispanic	8%			
Black	8%			
White	8%			
Native American or Alaskan	6%			
Mixed Race	5%			
Asian	4%			

Source: BroadbandNow Iowa9

The City reports that Cedar Falls was the first lowa city to connect every home and business in the jurisdiction to 100% fiber broadband through community-owned Cedar Falls Utilities¹⁰. In addition, the Cedar Falls Library maintains a program in which residents may borrow mobile Wi-Fi hotspots which are serviced by T-Mobile and also has a set of Chromebooks available for public use. These initiatives are a major step forward in bridging the digital divide within Cedar Falls and help connect all residents, regardless of income, to affordable high-speed internet.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

In addition to community-owned fiber broadband, which is available to all of Cedar Falls, BroadbandNow reports ten internet service providers service some or all of Cedar Falls. Of these, four provide fixed wireless, three provide satellite internet, one provides 5G internet, one provides DSL, and one provides cable internet. Additionally, as mentioned above, Cedar Falls Utilities offers fiber internet to the entire jurisdiction.

⁹ https://broadbandnow.com/lowa

¹⁰ https://www.cedarfalls.com/657/Economic-Development

The following table depicts companies which provide internet services to Cedar Falls by type of service and percentage of the jurisdiction covered:

TABLE 46. INTERNET SERVICES PROVIDERS IN CEDAR FALLS

Provider Name	Connection Type	Portion of Cedar Falls covered
Viasat	Satellite	100%
HughesNet	Satellite	100%
Rise BroadBand	Fixed Wireless	19%
AlwaysOn	Fixed Wireless	82.6%
CenturyLink	DSL	8.5%
XStream	Cable	84.6%
US Cellular	Fixed Wireless	82.6%
GigFire	Fixed Wireless	8.1%
StarLink	Satellite	100%
T-Mobile Home Internet	5G Internet	30%
Cedar Falls Utilities	Fiber Internet	100%

Source: https://broadbandnow.com/lowa/Cedar-Falls

This breakdown shows that there is significant competition for satellite and fixed wireless service providers, who are all available in most or all areas of Cedar Falls, but little or no competition for other types of service providers. 5G and DSL internet are only available in small portions of the City, and no cable, or fixed wireless internet provider covers the entire City, so assessing total coverage for this internet type is difficult. This means that residents who are seeking options other than satellite or fiber internet may face difficulty in finding coverage options accessible to them, indicating a potential need for increased provision and competition in these areas. Overall, however, Cedar Falls residents as a whole generally have high levels of access to a variety of broadband service types, and in 2020 one assessment concluded that Cedar Falls Utilities, which provides the City's fiber internet, was the fastest internet service provider in the country¹¹.

¹¹ https://www.businesswire.com/news/home/20200618005171/en/Cedar-Falls-Utilities-Crowned-Fastest-Internet-in-the-United-States-According-to-PCMag

MA-65 HAZARD MITIGATION - 91.210(A)(5), 91.310(A)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Hazard Mitigation Planning for Cedar Falls is conducted through Black Hawk County. The County's currently active Multi-Jurisdictional Hazard Mitigation Plan was approved in 2020, adopted by nine participating cities, and will remain active through June 2025. It applies to the jurisdictions of Black Hawk County and the cities of Cedar Falls, Dunkerton, Elk Run Heights, Evansdale, Gilbertville, Hudson, La Porte City, Raymond, and Waterloo. The plan defines 13 potential hazards within Black Hawk County and analyzes them on a risk assessment metric applicable to both the county overall and individually to the cities within the jurisdiction. This metric weighs four factors in order of importance to determine the overall risk of each natural disaster event, which are probability, severity, warning time, and duration, respectively. The specifics of the metric scales are shown below:

PROBABILITY								
Score	Description							
1	Unlikely	Less than 10% probability in any given year (up to 1 in 10 chance of occurring), history of events						
		is less than 10% likely or the event is unlikely but there is a possibility of its occurrence.						
2	Occasional	Between 10% and 20% probability in any given year (up to 1 in 5 chance of occurring), history of						
		events is greater than 10% but less than 20% or the event could possibly occur.						
3	Likely	Between 20% and 33% probability in any given year (up to 1 in 3 chance of occurring), history of						
		events if greater than 20% but less than 33% or the event is likely to occur.						
4	Highly Likely	More than 33% probability in any given year (event has up to a 1 in 1 chance of occurring),						
		history of events is greater than 33% likely or the event is highly likely to occur.						

MAGNITUDE / SEVERITY								
Rating	Description							
1	Negligible	Less than 10% of property severely damaged, shutdown of facilities and services for less than 24 hours, and/or injuries/illnesses treatable with first aid						
2	Limited	10% to 25% of property severely damaged, shutdown of facilities and service for more than a week, and/or injuries/illnesses that do not result in permanent disability.						
3	Critical	25% to 50% of property severely damaged, shutdown of facilities and services for at least two weeks, and/or injuries/illnesses that result in permanent disability.						
4	Catastrophic	More than 50% of property severely damaged, shutdown of facilities and services for more than 30 days, and/or multiple deaths.						

WARNING TIME						
Score	Description					
1	More than 24 hours warning time.					
2	12 to 24 hours warning time.					
3	6 to 12 hours warning time					
4	Minimal or no warning time (up to 6 hours warning)					

DURATION						
Score	Description					
1	Less than 6 hours					
2	Less than 1 day					
3	Less than 1 week					
4	More than 1 week					

Source: 2020 Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan, page 25

Using this metric, the Hazard Mitigation Plan presents the following ranking for hazard risks in Cedar Falls:

Table A3: Hazard Risk Assessment for Cedar Falls										
Hazard	Probability	Magnitude/ Severity	Warning Time	Duration	Total					
Severe Winter Storm	4	1	2	3	2.7					
River Flooding	3	2	2	4	2.65					
Thunderstorm/Lighting/Hail	3	1	4	3	2.55					
Flash Flood	4	1	2	1	2.5					
Transportation Incident	3	1	4	1	2.35					
Animal/Plant/Crop Disease	3	1	1	4	2.2					
Tornado/Windstorm	2	1	4	2	2					
Infrastructure Failure	2	1	4	2	2					
Extreme Heat	2	1	2	3	1.8					
Dam / Levee Failure	1	1	4	4	1.75					
Radiological Incident	1	1	4	4	1.75					
Terrorism	1	1	4	4	1.75					
Sinkholes	1	1	4	4	1.75					
Expansive Soils	1	1	3	4	1.6					
Grass/Wild Fire	1	1	4	2	1.55					
Earthquake	1	1	4	2	1.55					
Landslide	1	1	4	1	1.45					
Drought	1	1	1	4	1.3					
Human Disease	1	1	1	4	1.3					
HAZMAT Incident	0	0	0	0	0					

Source: 2020 Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan, page 327

This Consolidated Plan examines only potential natural hazards and their increased likelihood due to climate change. This section's examination of potential natural hazards will also be limited to those which the Hazard Mitigation Plan deems likely or highly likely to recur in the future. With these considerations, the following natural hazards pose a risk within Cedar Falls that may increase due to climate change.

Severe Winter Storm

Severe winter storms may include unusually low temperatures, ice, sleet, snow, and other dangerous effects. The primary risks associated with thunderstorms include injury or death to residents, damage to property including the disruption of utility services, and disruption of traffic. Black Hawk County has experienced 85 severe winter weather events since 1996, which did not cause any injuries or deaths but did result in nearly \$8

million in property and crop damage. The Hazard Mitigation Plan deems it highly likely that severe winter storm events will continue to occur in the jurisdiction in the future.

River Flooding

River flooding occurs when an existing body of water overflows to cover adjacent land that is not typically covered. These events frequently follow other natural hazard events, such as thunderstorms or winter storms. The primary risks associated with river flooding are injury or death to residents and crop or property damage, with the latter two being more common.

Black Hawk County has experienced 106 river flooding events since 1996, which did not cause any injuries or deaths but resulted in over \$40 million in property and crop damage. All of these events impacted the City of Cedar Falls to some degree. The Hazard mitigation plan deems it highly likely that river flooding events will continue to impact the County in the future and notes that Cedar Falls has two schools situated in 100-year floodplains; however, it also notes that the city has participated in several flood mitigation measures including flood levies and buyouts of flood-prone properties. The city also participates in the National Flood Insurance Program's Community Rating System, which affords discounts to the public who are required to purchase flood insurance.

Cedar Falls also has higher floodplain restrictions than other jurisdictions. The city regulates the 500-year (0.2% chance) floodplain on top of the 100-year (1% chance) floodplain.

Thunderstorm/Lightening/Hail

By their nature thunderstorms produce multiple hazardous effects, including heavy rains, high winds, lightning, and hail. The primary risks associated with thunderstorms include injury or death to residents and damage to property including the disruption of utility services. The Hazard Mitigation Plan reports that "since 1996, Black Hawk County has experienced 12 reported lightning events causing a combined total of \$1,154,000 in property damage. The county has also experienced 225 thunderstorm wind events causing \$4,628,000 in property damage and \$102,000 in crop damage, 61 heavy rain events causing \$105,000 in property damage and no crop damage, and six funnel cloud events causing no damage". In this same time period, the County also experienced 174 hail events, which caused \$4.5 million in property and crop damage. The Plan deems it highly likely that thunderstorm, lightning, and hail events will continue to occur in the jurisdiction in the future.

Flash Flood

Flash flooding occurs when water levels rise abruptly, usually due to intense rainfall. Most flash flooding occurs within the designated FEMA 1% annual chance flood zone and is often more costly and dangerous to both property and life than river flooding. The primary risks associated with flash flooding are injury or death to residents, damage to property including disruption of utility services, potential for increased disease and/or water contamination, and disruption of traffic.

The Hazard Mitigation Plan reports that, according to data from the National Climatic Data Center, there have been 42 reported flash flood events in Black Hawk County between January 1, 1996, and November 30, 2019, which did not result in any injuries or deaths but did cause millions of dollars in property and crop damage. Six of these floods occurred in Cedar Falls and caused property damage but no injuries or deaths. The Hazard Mitigation Plan deems it highly likely that the jurisdiction will experience some level of repeated flash flooding in the future.

Tornado/Windstorm

The primary risks associated with high winds are injury or death to residents, damage to property including the disruption of utility services, and disruption of traffic. These risks can occur whether winds are straight line or tornadic in nature, although tornado winds typically reach higher speeds than straight line winds and therefore pose more of a threat.

The Hazard Mitigation Plan reports 36 tornadoes in Black Hawk County between 1950 and 2019, which resulted in a total of twelve deaths, 46 injuries, and over \$50 million in property and crop damage. Five of these tornadoes impacted Cedar Falls, resulting in one death, twenty injuries, and over \$25 million in property damage. The Hazard Mitigation Plan deems it highly likely that the County as a whole will experience approximately five tornado events within the next ten years.

Windstorm events typically describe a storm in which there are strong straight-line winds which do not rotate to form a tornado. There have been 32 non-tornado windstorm events in Black Hawk County since 1996, which did not cause any injuries or deaths but resulted in over \$3 million in property and crop damage. The Hazard Mitigation Plan deems it highly likely that the County will continue to experience windstorm events in the future.

Drought

The primary risks associated with drought include crop loss and disruption of general water supply. Since 1996, Black Hawk County has experienced four summers with drought conditions resulting in \$96 million in crop damage. The Hazard Mitigation Plan

deems it likely that drought will impact the jurisdiction in the future, noting that it has occurred in 22% of the years since 1996.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

In its September 2021 report "Climate Change and Social Vulnerability in the United States¹²," the US EPA identifies low-income earners, minorities, elderly adults, and persons with less than a high school diploma as "socially vulnerable." Socially vulnerable persons are described as having a reduced capacity to "cope with and recover from climate change impacts", and socially vulnerable groups are described as more likely to live in poorer neighborhoods with lower elevations and poorly maintained infrastructure. The 2018-2022 ACS estimated that 17.4% of Cedar Falls' total population, or around 6,301 people, are living below the poverty line. Additionally, the Black Hawk County Hazard Mitigation Plan notes that 412 insurable structures, comprised primarily of residential units, are located within floodplains. The Plan also notes that residents in mobile homes or multi-family homes, who are typically lower income than residents of single-family homes, are at greater risk from natural disasters. The 2018-2022 American Community Survey estimates that there are about 457 occupied mobile homes and about 4,211 multi-family units in Cedar Falls, accounting for 30.2% of the City's occupied housing units.

¹² U.S. EPA. (September 2021) "Climate Change and Social Vulnerability in the United States." https://www.epa.gov/system/files/documents/2021-09/climate-vulnerability_september-2021_508.pdf

Strategic Plan

SP-05 OVERVIEW

Strategic Plan Overview

This strategic plan will guide the allocation of the Cedar Fall's CDBG and HOME funding during the 2024-2028 planning period. Goals for the 2024-2028 period focus on high priority needs identified through data analysis, community input, consultation with Waterloo-Cedar Falls staff and partner agencies, and a review of relevant recently completed plans and studies. The priority and goal sections of this strategic plan describe anticipated activities within each of several broader areas to which the cities will allocate funding. Cedar Falls will rely on partnerships with local agencies and internal departments to achieve their Consolidated Plan goals and address priority needs.

SP-10 GEOGRAPHIC PRIORITIES - 91.415, 91.215(A)(1)

Geographic Area

Target Area	Percentage of Funds			
Citywide	48%			
LMI Area Benefit	52%			

Table 12 - Geographic Priority Areas

General Allocation Priorities

As required by HUD regulations, the City of Cedar Falls targets all infrastructure projects to areas of low- or moderate-income. Other than this targeting, the City of Cedar Falls does not intend to target CDBG funds to any particular area, but instead proposes to generally distribute its CDBG resources throughout the city while conforming with eligibility criteria established in HUD's program regulations.

SP-25 PRIORITY NEEDS - 91.415, 91.215(A)(2)

Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
Increase and Improve Affordable Housing Options	High	Extremely low income Low income Moderate income Large family Families with children Elderly/frail elderly Public housing residents People with disabilities	Citywide	Improve housing access and quality	Preservation and improvement of the city's existing affordable housing supply through rehabilitation programs, both for homeowners and rental housing Minor home repair assistance for low-income homeowners, to include weatherization and energy efficiency improvements Closing cost and down payment assistance to help first-time homebuyers achieve homeownership Programming to assist people with disabilities with the cost of accessibility modifications to their homes New construction of affordable rental and homeowner housing units, incorporating universal design standards for greater accessibility Voucher-based rental assistance (i.e., TBRA) to assist low-income households with the cost of existing rental units in the city Creation of permanent supportive housing to provide housing options for people transitioning out of homelessness Lead-based paint inspection and remediation	Affordable housing was one of the most commonly cited needs among the stakeholders and residents engaged in development of the Consolidated Plan. Survey responses also indicate that housing affordability was among the top concerns of respondents. While housing affordability is a broad category of related needs, rental rehabilitation, housing for families, housing for people with disabilities, and energy efficiency improvements were specifically highlighted by the survey data. Other community input suggested a particular need for homeowner rehabilitation, minor home repairs, homebuyer assistance, accessibility modifications, rental assistance vouchers, and code enforcement to address poor rental housing conditions.

Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
Provide Public Services to Enhance Quality of Life	High	Extremely low income Low income Moderate income Families with children Elderly People with disabilities Homeless individuals and families Victims of domestic violence	Citywide	Provide public services	Childcare assistance Healthcare and mental health services Counseling and recovery programs for people with alcohol and/or substance abuse disorders Assistance with transportation challenges Enhanced programming for children and youth in existing parks and recreation centers Educational activities for adults and youth around job skills and employment to improve employment options Job training and entrepreneurial support Case management for people experiencing homelessness Food banks and nutrition support Legal assistance, especially to help renters overcome tenant screening barriers such as credit history and arrest records	Of all the needs rated by survey respondents, needs for public services were rated more highly than any others, particularly the need for childcare assistance and for health and mental health services. In-person interactions with stakeholders and residents through interviews, public meetings, and pop-up engagement events confirmed these two needs and identified needs for youth activities, food and grocery support, legal assistance, and employment/job training as well. Transportation, which has both public service and public facility dimensions, was the most-cited need by stakeholders and residents.

Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
Support Public Facilities and Infrastructure Development	High	Extremely low income Low income Moderate income Families with children Elderly People with disabilities Non-housing community development	Citywide	Improve public facilities, infrastructure, and community amenities.	Public transportation improvements, including service frequency, route expansion, and extended operating hours Improved transit amenities such as bus stop signage, shelters, and posted route information Neighborhood-based childcare centers Improvements to sidewalks and pedestrian infrastructure, including crosswalks, signaling systems, and addressing gaps in the connectivity of existing sidewalks Park and playground enhancements Creation of transitional housing for people transitioning out of homelessness Improvements to water, sewer, and stormwater infrastructure Improved amenities in Cedar Falls, such as street trees, street furniture, and improved lighting	Public facility needs, specifically the need for childcare centers, was the third-most highly ranked need of all the options available in the community survey. Residents and stakeholders who participated in development of the Consolidated Plan named transportation more frequently than any other need, while rounding out the city's public facility and infrastructure needs with sidewalks and pedestrian signaling, parks, and playgrounds. Also mentioned, though less frequently than the needs already listed, were the needs for street trees, street furniture, street lighting, and water/sewer improvements.

Priority Need Name	Priority Level	Population	Geographic Areas Affected	Associated Goals	Description	Basis for Relative Priority
Fair Housing	High	All	Citywide	Provide fair housing education and services	Fair housing education services to help residents, community organizations, and housing providers understand fair housing rights and responsibilities Legal assistance in landlord/tenant disputes	Survey responses reveal a gap in the community's understanding of fair housing and a need for greater education and enforcement around this subject. Only 46% of respondents said they knew their fair housing rights and only 44% reported knowing where to file a complaint of housing discrimination. While just 5% of respondents reported having ever experienced housing discrimination in Cedar Falls, none of those respondents filed a formal report of the discrimination and said they did not know what good it would do. Stakeholder interviews further support the need for greater awareness and education in the community on fair housing rights and responsibilities.
Program Administration	High	All	Citywide	Planning and administration	Program administration costs related to the planning and execution of community development and housing activities assisted with funds provided under the CDBG and HOME programs.	These are necessary program administration costs associated with the coordination and delivery of services to Cedar Falls residents.

Table 13 – Priority Needs Summary

Narrative

During the development of the Consolidated Plan, five priority needs were identified. Each of the needs is described in the table that follows along with a basis for its priority designation and the populations to be served. Priority needs include housing affordability and housing options, public services, public facilities and infrastructure, fair housing, and program administration.

SP-35 ANTICIPATED RESOURCES - 91.420(B), 91.215(A)(4), 91.220(C)(1,2)

Introduction

The City of Cedar Falls qualifies for a formula grant under HUD's CDBG program and, together with the City of Waterloo as a HOME Consortium, also qualifies for funding under the HOME program. The table below shows the City's CDBG allocation for the 2024 program year (as determined by HUD), along with an estimate of anticipated grant funding for the remaining four years covered under this Consolidated Plan. This estimate assumes that funding over those four years will average to be about the same as the 2024 allocation. Additionally, The City of Cedar Falls expects to receive approximately \$1.3M in Housing Choice Voucher funding for Federal Fiscal Year 2024. There are no local (City) match requirements for either CDBG under the Entitlement Program or HCV funding.

Anticipated Resources

Program	Source of	Uses of Funds	Ex	pected Amo	Expected	Narrative		
	Funds		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Amount Available Remainder of Con Plan \$	Description
CDBG	Public – Federal	Housing Rehabilitation Infrastructure Public Facilities Public Services Planning and Administration	\$262,476	\$0	\$120,000.00	\$382,476.00	\$1,049,904	The expected amount available for the remainder of the Con Plan is four times the 2024 annual allocation.

Table 14 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

The CDBG Entitlement funding provided by HUD will be used by the City and awarded Agencies to serve low- and moderate-income households, areas, and clientele. Because the cost of most CDBG-funded projects exceeds the amount available under the City's annual grant, locally-funded agencies and organizations frequently must augment their awards using funds from other sources in order to complete their defined projects. Additionally, the City's administration of the Housing Choice Voucher program, although funded by a different stream of federal resources, allows leveraging of the City's staff and administrative capacity. No local matching funds are required for each of these awards to the City.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Some public facility and infrastructure projects will be conducted on public property or property covered by public rights-of-way or easements.

SP-40 INSTITUTIONAL DELIVERY STRUCTURE - 91.415, 91.215(K)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Waterloo	Government	Economic; Development; Homelessness; Non-homeless special needs; Ownership; Planning; Rental; Neighborhood improvements; Public facilities; Public services	Jurisdiction
City of Cedar Falls	Government	Economic Development; Homelessness; Non-homeless special needs; Ownership; Planning; Rental; Neighborhood improvements; Public facilities; Public services	Jurisdiction
Waterloo Housing Authority	PHA	Public Housing	Jurisdiction
Cedar Falls Low Rent Housing Agency	PHA	Affordable Housing - Rental	Jurisdiction
Community Housing Development Organization	CHDO	Ownership; Rental	Jurisdiction
Social Service	Subrecipient	Affordable Housing;	Jurisdiction

Agency	Economic
Agency	
	Development;
	Homelessness;
	Non-homeless
	special needs;
	Planning;
	Neighborhood
	improvements;
	Public facilities;
	Public services

Table 15 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The Cedar Falls Planning and Community Services Division oversees CDBG activities in Cedar Falls, while Waterloo Community Development oversees HOME activities in the Consortium. Both agencies work with other local government, non-profit, private, and public agencies in this endeavor. Collaboration between these entities is important as it helps to increase services offered and prevent gaps or overlap in these services.

In recent years, the City has consistently partnered with and funded a small group of subrecipient organizations each year, which expands the local institutional delivery system to include these partnering organizations. When interviewed, stakeholders from several local agencies and non-profits noted that improved educational efforts on the limitations of CDBG funding and the application process, in addition to simplifying and streamlining the funding application process, may be helpful in further expanding and strengthening service agency partnerships with the City. Staff members of the City of Cedar Falls also expressed a desire for increased partnership with local service agencies and noted that greater education on funding opportunities could encourage greater interest from local agencies in applying for CDBG funding.

Availability of services targeted to homeless persons and persons with HIV and mainstream services:13

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV				
Homelessness Prevention Services							
Counseling/Advocacy	X	X	X				
Legal Assistance	X		X				
Mortgage Assistance	X		X				
Rental Assistance	X	X	X				
Utilities Assistance	X	X	X				
	Street Outreach	Services					
Law Enforcement	X	Х					
Mobile Clinics							
Other Street Outreach Services	X	X					
	Supportive Se	rvices					
Alcohol & Drug Abuse	X	X	X				
Child Care	X	X					
Education	X						
Employment and Employment Training	X	X					
Healthcare	X	X					
HIV/AIDS	X	X					
Life Skills	X	X					
Mental Health Counseling	X	X					
Transportation	X	X					
	Other						
Other							

Table 16 - Homeless Prevention Services Summary

¹³ Boxes marked with X indicate the presence of such a program or resource in the jurisdiction.

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth).

A group composed of various local providers of homelessness services known as the Black Hawk County Local Homeless Coordinating Board (LHCB) meets biweekly to share issues and concerns regarding homelessness, preventing homelessness and services available in the community. The LHCB has extensive membership, with over 50 members and with representation from approximately 40 different agencies, including state and local government agencies, non-profit, faith-based organizations, health clinics, and local businesses. The LHCB meetings also provide opportunities for coordination among board members, including discussions of the coordinated entry list and opportunities to place people from the list into shelter based on the participating members' available resources. The board manages homelessness policies and a coordinated entry process. In addition, the board organizes the annual Point-In-Time survey, which is conducted in January of every year. Additionally, a Homeless Coalition Board meets quarterly through Operation Threshold to discuss provision of community outreach.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above.

A variety of local agencies, including local government entities, non-profits, and faith-based organizations, provide services to special needs populations in Cedar Falls. The Black Hawk County LHCB acts as a lead agency to unite and coordinate homeless service efforts from over 40 different agencies. The breadth and number of agencies participating in Cedar Falls' homeless services efforts are a definite strength to the City's institutional delivery structure; however, the lack of an online presence from the Black Hawk County LHCB may be a potential weakness as it is difficult to find information on the LHCB's activities.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.

The City of Cedar Falls will continue to support agencies providing homeless services, including sheltering, to Cedar Falls LMI residents as well as providing financial counseling, nutrition, substance use disorder treatment, family services and healthcare.

SP-45 GOALS - 91.415, 91.215(A)(4)

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase and Improve Affordable Housing Options	2024	2028	Affordable Housing	Citywide	Increase and Improve Affordable Housing Options	CDBG: \$370,000	Homeowner housing rehabilitated: 10 housing units
2	Provide Public Services to Enhance Quality of Life	2024	2028	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide LMI Area Benefit	Provide Public Services to Enhance Quality of Life	CDBG: \$196,850	Public service activities other than Low- Moderate- Income Housing Benefit: 7,500 persons assisted
3	Support Public Facilities and Infrastructure Development	2024	2028	Non-Housing Community Development	Citywide LMI Area Benefit	Support Public Facilities and Infrastructure Development	CDBG: \$603,055	Public Facility or Infrastructure Activities other than Low- Moderate- Income Housing Benefit: 1,000 households assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Program Administration	2024	2028	Other- Program Administration	Citywide	Program Administration	CDBG: \$262,475	Not applicable

Table 17 - Goals Summary

Goal Descriptions

Goal Name	Goal Description
Increase and Improve Affordable Housing Options	 Preservation and improvement of the city's existing affordable housing supply through rehabilitation programs, both for homeowners and rental housing Minor home repair assistance for low-income homeowners, to include weatherization and energy efficiency improvements Closing cost and down payment assistance to help first-time homebuyers achieve homeownership Programming to assist people with disabilities with the cost of accessibility modifications to their homes New construction of affordable rental and homeowner housing units, incorporating universal design standards for greater accessibility Rental deposit assistance to help low-income households with the cost of existing rental units in the city Creation of permanent supportive housing to provide housing options for people transitioning out of homelessness Lead-based paint inspection and remediation
Provide Public Services to Enhance Quality of Life	 Childcare assistance Healthcare and mental health services Counseling and recovery programs for people with alcohol and/or substance abuse disorders Assistance with transportation challenges Enhanced programming for children and youth in existing parks and recreation centers Educational activities for adults and youth around job skills and employment to improve employment options Job training and entrepreneurial support Case management for people experiencing homelessness Food banks and nutrition support Legal assistance, especially to help renters overcome tenant screening barriers such as credit history and arrest records
Support Public Facilities and Infrastructure Development	 Improved transit amenities such as bus stop signage, shelters, and posted route information Neighborhood-based childcare centers Improvements to sidewalks and pedestrian infrastructure, including crosswalks, signaling systems, and addressing gaps in

Goal Name	Goal Description
	 the connectivity of existing sidewalks Park and playground enhancements Improvements to water, sewer, and stormwater infrastructure Improved amenities in Cedar Falls, such as street trees, street furniture, and improved lighting
Fair Housing	 Fair housing education services to help residents, community organizations, and housing providers understand fair housing rights and responsibilities Legal assistance in landlord/tenant disputes
Program Administration	 Program administration costs related to the planning and execution of community development, housing, and homelessness activities assisted with funds provided under the CDBG program.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Over the 2024-2028 Consolidated Plan period, Cedar Falls expects to provide 250 extremely low-income, low-income, and moderate-income families with affordable housing through the Housing Choice Voucher Program.

SP-65 LEAD-BASED PAINT HAZARDS - 91.415, 91.215(I)

Actions to address Lead Based Paint (LBP) hazards and increase access to housing without LBP hazards:

Lead based paint hazard control and remediation for Cedar Falls is conducted through Black Hawk County, which operates a Childhood Lead Poisoning Prevention Program. This program is described as "facilitating community screening of children ages 1-6 years for elevated blood lead levels, maintaining surveillance of children with elevated blood lead levels, and coordinating a robust referral process with the child's family. This process includes developmental, behavioral, medical, nutritional, and environmental referrals, and assists the child's family as needed¹⁴ and applies to Black Hawk, Bremer, Buchanan, and Grundy counties. The County also adopted a Control of Lead Based Paint Ordinance in 2022 which dictates requirements for testing and hazard reduction.

How are the actions listed above related to the extent of lead poisoning and hazards?

Cedar Falls reduces risk of lead poisoning by participating in the Childhood Lead Poisoning Prevention Program and by enforcing the Control of Lead Based Paint Ordinance, both operated by Black Hawk County. These measures are designed to reduce hazards relating to lead-based paint in housing, which include irreversible health effects, brain and nervous system damage, reduced intelligence, and learning disabilities. Children, pregnant women, and workers are most at risk of experiencing negative health effects resulting from exposure to lead-based paint hazards. More than 20 million homes in the United States built before 1978 contain lead-based paint hazards.

How are the actions listed above integrated into housing policies and procedures?

Cedar Falls participates in the Childhood Lead Poisoning Prevention Program and abides by the Control of Lead Based Paint Ordinance, which both govern the entirety of Black Hawk County.

¹⁴ https://www.bhcpublichealth.org/services/lead-poisoning

SP-70 ANTI-POVERTY STRATEGY - 91.415, 91.215(J)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

2022 ACS data shows that 17% of Cedar Falls residents live below the poverty line, which is higher than both the Black Hawk County poverty rate of 15.7% and significantly higher than the overall state of lowa poverty rate of 11.1%. It may be relevant to note that the University of Northern lowa is present in Cedar Falls, and that university students who are living off campus are included in poverty rate data. While student status itself does not mitigate the impacts of living below the poverty line, university students may have access to university or family financial support which is not available to non-student residents living below the poverty line.

Due to these higher-than-average poverty levels, the City will continue to collaborate with local partners to reduce the number of poverty-level families. The City may also wish to investigate the potential for combining this plan with a homelessness outreach and prevention plan, as the two issues are closely related. Listed below are City goals, programs, and policies which, although not part of a direct poverty reduction plan, assist low- and moderate-income families within the jurisdiction and help to alleviate the impacts of poverty.

How are the Jurisdiction's poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

This Consolidated Plan uses reports and data on past projects, successes, and challenges within the City of Cedar Falls in order to determine the City's direction and goals over the next five years. This information is gathered through a review of previous plans and through interviewing local stakeholders, service providers, and community members. In order to more closely target community development efforts and to assess the efficacy of past efforts, this plan is complemented by yearly Annual Action Plans, which outline the City's goals that are specific to the upcoming year, and by annual CAPERs, or Consolidated Annual Performance and Evaluation Reports, which retrospectively analyze the goals outlined in each Annual Action Plan and provide an evaluation of the City's progress towards these stated goals. These yearly goals and analyses provide the City with the opportunity to reassess and revise targets where indicated, allowing the City to make any necessary adjustments to more closely coordinate poverty reduction goals, programs, and policies with this Consolidated Plan over the next five years.

In recent years, the City's poverty-reducing goals and actions have been linked to two

different affordable housing activities: homelessness prevention and housing rehab and repair services. The City typically supports over 1,000 households annually through various homelessness prevention activities and approximately 2 households per year through housing rehab and repair. In an ongoing, iterative coordination process, this Consolidated Plan and future Annual Action Plans will be shaped by the success and continuing need for these activities and for other programs that aim to reduce poverty.

SP-80 MONITORING - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Cedar Falls has in place numerous standards and procedures to monitor CDBG-funded activities and ensure compliance with federal regulations and the objectives of the CDBG program. In addition to CDBG regulations and monitoring criteria, the City's funded activities are also reviewed against the Consolidated Plan, Annual Action Plan, and the Analysis of Impediments to Fair Housing Choice to confirm adherence to these foundational documents.

The Housing Commission and City Council will review and approve the Con Plan, each AAP, and CAPER, which summarizes the accomplishments and efforts made under the CDBG Entitlements program. All after conducting the required appropriate public process as outlined in the City's Public Citizen's Participation Plan.

Furthermore, Agencies receiving CDBG funding from the City are required to compete for funds, develop eligible proposals, provide quarterly reports, and be monitored for compliance and effectiveness. Monitoring consists of in-person visits to the agencies by City staff to:

- 1) confirm the actual use of funds matches the agency's proposal and contract with the City;
- 2) verify agency expenses;
- 3) pull and review copies of client files and applications;
- 4) verify client demographics; and
- 5) review quarterly reports and expenditures with key agency employees.

For housing rehabilitation and repair projects funded directly by the City, activities are monitored according to prescribed HUD requirements, including written applications, income verifications, procurement, contracting, inspections, lead-based paint

protections, closeout procedures and utilization of minority-owned contractors in the project bidding outreach processes.

As a further layer of accountability and oversight, All CDBG funds expended are subject to monitoring by HUD and audit by the City. Some subrecipients, such as INRCOG, conduct their own independent auditing and records maintenance processes as well.

Expected Resources

AP-15 EXPECTED RESOURCES - 91.420(B), 91.220(C)(1,2)

Introduction

The City of Cedar Falls qualifies for a formula grant under HUD's CDBG program and, together with the City of Waterloo as a HOME Consortium, also qualifies for funding under the HOME program. The table below shows the City's CDBG allocation for the 2024 program year (as determined by HUD), along with an estimate of anticipated grant funding for the remaining four years covered under this Consolidated Plan. This estimate assumes that funding over those four years will average to be about the same as the 2024 allocation. Additionally, The City of Cedar Falls expects to receive approximately \$1.3M in Housing Choice Voucher funding for Federal Fiscal Year 2024. There are no local (City) match requirements for either CDBG under the Entitlement Program or HCV funding.

Anticipated Resources

Program	Source	Uses of Funds	Ext	Expected Amount Available Year 1				Narrative
	of Funds		Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	Amount Available Remainder of ConPlan \$	Description
CDBG	Public – Federal	Housing Rehabilitation Infrastructure Public Facilities Public Services Planning and Administration	\$262,476	\$0	\$120,000.00	\$382,476.00	\$1,049,904	The expected amount available for the remainder of the Con Plan is four times the 2024 annual allocation.

Table 18 - Expected Resources - Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

The CDBG Entitlement funding provided by HUD will be used by the City and awarded Agencies to serve low- and moderate-income households, areas, and clientele. Because the cost of most CDBG-funded projects exceeds the amount available under the City's annual grant, locally funded agencies and organizations frequently must augment their awards using funds from other sources in order to complete their defined projects. Additionally, the City's administration of the Housing Choice Voucher program, although funded by a different stream of federal resources, allows leveraging of the City's staff and administrative capacity. No local matching funds are required for each of these awards to the City.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Some public facility and infrastructure projects will be conducted on public property or property covered by public rights-of-way or easements.

Annual Goals and Objectives

AP-20 ANNUAL GOALS AND OBJECTIVES - 91.420, 91.220(C)(3) &(E)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase and Improve Affordable Housing Options	2024	2025	Affordable Housing	Citywide LMI Area Benefit	Increase and Improve Affordable Housing Options	CDBG: \$90,000	Homeowner housing rehabilitated: 2 housing units
2	Provide Public Services to Enhance Quality of Life	2024	2025	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide LMI Area Benefit	Provide Public Services to Enhance Quality of Life	CDBG: \$39,370.	Public service activities other than Low- Moderate- Income Housing Benefit: 1500 persons assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Support Public Facilities and Infrastructure Development	2024	2025	Non-Housing Community Development	Citywide LMI Area Benefit	Support Public Facilities and Infrastructure Development	CDBG: \$200,611	Public Facility or Infrastructure Activities other than Low- Moderate- Income Housing Benefit: 200 households assisted
4	Program Administration	2024	2025	Other- Program Administration	Citywide	Program Administration	CDBG: \$52,495	Not applicable

Table 19 - Goals Summary

Goal Descriptions

Goal Name	Goal Description
Increase and Improve Affordable Housing Options	 Preservation and improvement of the city's existing affordable housing supply through rehabilitation programs, both for homeowners and rental housing Minor home repair assistance for low-income homeowners, to include weatherization and energy efficiency improvements Closing cost and down payment assistance to help first-time homebuyers achieve homeownership Programming to assist people with disabilities with the cost of accessibility modifications to

Goal Name	Goal Description
	 their homes New construction of affordable rental and homeowner housing units, incorporating universal design standards for greater accessibility Rental deposit assistance to help low-income households with the cost of existing rental units in the city Creation of permanent supportive housing to provide housing options for people transitioning out of homelessness Lead-based paint inspection and remediation
Provide Public Services to Enhance Quality of Life	 Childcare assistance Healthcare and mental health services Counseling and recovery programs for people with alcohol and/or substance abuse disorders Assistance with transportation challenges Enhanced programming for children and youth in existing parks and recreation centers Educational activities for adults and youth around job skills and employment to improve employment options Job training and entrepreneurial support Case management for people experiencing homelessness Food banks and nutrition support Legal assistance, especially to help renters overcome tenant screening barriers such as credit history and arrest records
Support Public Facilities and Infrastructure Development	 Improved transit amenities such as bus stop signage, shelters, and posted route information Neighborhood-based childcare centers Improvements to sidewalks and pedestrian infrastructure, including crosswalks, signaling systems, and addressing gaps in the connectivity of existing sidewalks Park and playground enhancements

Goal Name	Goal Description	
	 Improvements to water, sewer, and stormwater infrastructure Improved amenities in Cedar Falls, such as street trees, street furniture, and improved lighting 	
Fair Housing	 Fair housing education services to help residents, community organizations, and housing providers understand fair housing rights and responsibilities Legal assistance in landlord/tenant disputes 	
Program Administration	Program administration costs related to the planning and execution of community development, housing, and homelessness activities assisted with funds provided under the CDBG program.	

AP-35 PROJECTS - 91.420, 91.220(D)

Introduction

The projects listed below represent the activities Cedar Falls plans to undertake during the 2024 program year to address the goals of increasing and improving affordable housing; providing public services to enhance quality of life; supporting public facilities and infrastructure development; promoting fair housing; and ensuring capable program administration.

#	Project Name
1	INCREASE AND IMPROVE AFFORDABLE HOUSING OPTIONS
2	PROVIDE PUBLIC SERVICES TO ENHANCE QUALITY OF LIFE
3	SUPPORT PUBLIC FACILITIES AND INFRASTRUCTURE DEVELOPMENT
4	PROGRAM ADMINISTRATION

Table 20 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects listed above were selected based on input received from the community, including residents and representatives from nonprofit agencies, housing providers, homeless housing and service providers, community service organizations, and others. Data regarding housing needs, homeless needs, needs of non-homeless special populations, and non-housing community development needs also informed allocation priorities.

The primary barriers for low- and moderate-income households assisted with CDBG funding are the availability of childcare and health/mental health services, along with the affordability of housing. While housing affordability is a broad category of related needs, rental rehabilitation, housing for families, housing for people with disabilities, and energy efficiency improvements were specifically highlighted by respondents to the community survey conducted in conjunction with this Consolidate Plan process.

AP-38 PROJECT SUMMARY

Project Summary Information

1	Project Name	Increase and improve affordable housing options	
	Target Area	Citywide	
	Goals Supported	Increase and improve affordable housing options	
	Needs Addressed	Increase and improve affordable housing options	
	Funding	\$70,000	
	Description	Benefit to low-and-moderate income (LMI) persons with affordable and safe housing	
	Target Date	2024-2025	
	Estimate the number and type of families that will benefit from the proposed activities	2 households	
	Location Description	Citywide	
	Planned Activities	Continue to provide housing grants for rehabilitation, repair, accessibility, and structural hazard removal grants to eligible low-and-moderate income households to preserve owner-occupied single-family and renter-occupied housing stock.	

2	Project Name	Provide public services to enhance quality of life through a partnership with community agencies
	Target Area	Citywide
	Goals Supported	Provide public services to enhance quality of life
	Needs Addressed	Provide public services to enhance quality of life
	Funding	\$39,370
	Description	Benefit to low-and-moderate income (LMI) individuals; limited income clientele
	Target Date	2024-2025
	Estimate the number and type of families that	1500 LMI persons
	Location Description	Citywide
	Planned Activities	Continue supporting agencies providing homeless services, including sheltering, to Cedar Falls LMI residents as well as providing financial counseling, nutrition, substance use disorder treatment, family services and healthcare.

3	Project Name	Support Public Facilities and Infrastructure Development
	Target Area	LMI Areas
	Goals Supported	Support Public Facilities and Infrastructure Development
	Needs Addressed	Improve safety and walkability with sidewalks in LMI Areas; increase access to healthy lifestyles related to parks, recreation, trees, and active living assets in LMI Areas of the community.
	Funding	\$200,611
	Description	Construct sidewalks to address barriers to accessibility and walkability in LMI Areas; provide funds for increasing access to healthy lifestyles and educational advancement related to parks, recreation, trees, and active living assets in LMI areas of the Cedar Falls community.
	Target Date	2024-2025
	Estimate the number and type of families that will benefit from the proposed activities	200 households
	Location Description	LMI Areas
	Planned Activities	Add sidewalks in LMI Areas to create greater accessibility and plant street trees in LMI Areas to improve walkability and promote healthy living

4	Project Name	Program Administration
	Target Area	Citywide
	Goals Supported	Program Administration
	Needs Addressed	Services necessary to administer all CDBG projects.
	Funding	\$52,495
	Description	Services necessary to administer all CDBG projects
	Target Date	2024-2025
	Estimate the number and type of families that will benefit from the proposed activities	Not applicable
	Location Description	220 Clay Street; Cedar Falls, Iowa 50613
	Planned Activities	The program provides effective planning and administration for CDBG programs that benefit low-and-moderate income areas and households in the community.

AP-50 GEOGRAPHIC DISTRIBUTION - 91.420, 91.220(F)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City's CDBG-funded programs will serve Low-Moderate Income (LMI) households, LMI Limited Clientele agencies or organizations, or serve LMI areas, as defined by the Census Bureau and HUD. CDBG funding is used throughout the City of Cedar Falls as well as for purchasing services from a limited number of agencies that may not be located in Cedar Falls, but which will provide services to Cedar Falls residents.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	48%
LMI Area Benefit	52%

Table 21 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Cedar Falls proposes to distribute its CDBG resources throughout the city to the extent neighborhoods receiving CDBG investments are eligible under CDBG area benefit or other applicable standards. Otherwise, the City does not intend to target CDBG funds to any particular area.

Discussion

The qualifying block groups are scattered throughout the community, and the City does intend to use CDBG funding to support LMI-specific areas. Most of the agency or family support programs funded through CDBG and these programs are based on an individual household LMI determination or on a Limited Clientele basis. Rehabilitation programs, and those benefiting a specific household or rental units, will require participants to meet LMI prescribed HUD income guidelines.

AP-85 OTHER ACTIONS - 91.420, 91.220(K)

Introduction

This section details Cedar Falls' plans to ensure safe and affordable housing for its residents, meet underserved needs, reduce poverty, develop institutional structure, and enhance coordination between public and private sector housing and community development agencies.

Actions planned to address obstacles to meeting underserved needs:

The City of Cedar Falls will continue to work with public service agencies and nonprofit organizations to ensure that assistance reaches residents with the greatest need. Efforts include, but are not limited to, supporting housing improvements, preventing homelessness, food security, and housing security through rent/mortgage support. The City will also work with code enforcement and other departments to identify potential at-risk residents. By networking with other agencies, the City can combine multiple funding sources to provide more services to low-and-moderate income residents.

Actions planned to foster and maintain affordable housing:

The City of Cedar Falls will continue to work on fostering affordable housing in the community and has allocated \$90,000 in housing grants for FY 24-25. The Housing Rehabilitation and Repair Programs assist qualified homeowners and renters with substantial rehabilitation or repairs to existing units. Funding may also be directed towards financial education classes and planning, as well as family support services. Finally, Habitat for Humanity encourages affordable housing through new construction and housing rehabilitation programs that they manage within the community.

Actions planned to reduce lead-based paint hazards:

The City will continue to include lead-based hazard prevention measures in its housing rehabilitation program, including identification, testing relocation and remediation actions, as required by HUD. As a means of education, housing rehabilitation applicants will be provided the lead paint brochure, "Protect Your Family from Lead Paint in Your Home". This brochure explains the dangers of lead in the home. Households receiving assistance through the Housing Choice Voucher program are also educated on the hazards of lead.

Actions planned to reduce the number of poverty-level families:

Cedar Falls has incorporated the Continuum of Care approach and will continue to provide an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency. The City collaborates with local service providers to pursue resources and innovative partnerships to support the

development of affordable housing; prevent homelessness, abuse, and substance abuse; offer housing education and literacy; offer emergency rental and utility assistance; hire interpreters for addressing the needs of their non-English speaking population; and provide emergency food and shelter to those persons in danger of becoming homeless.

Actions planned to develop institutional structure:

The City of Cedar Falls will continue to collaborate with its local service providers in order to most efficiently distribute and enhance assistance to residents in need.

Actions planned to enhance coordination between public and private housing and social service agencies:

The City of Cedar Falls will continue to maintain a relationship with private housing management through the Housing Choice Voucher program. The City will continue working with and educating participating landlords and property owners, private developers, service organizations, about the City, its programs, and requirements.

Program Specific Requirements

AP-90 PROGRAM SPECIFIC REQUIREMENTS - 91.420, 91.220(L)(1,2,4)

Introduction

CDBG-funded projects that are expected to be available during the year are identified in the Projects Summary Table (AP-35) above. The following identifies any program income that may be available for use in said projects.

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Program Income	
The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$0
5. The amount of income from float-funded activities	\$0
Total Program Income	\$0

Other CDBG Requirements		
1. The amount of urgent need activities	\$0	
2a. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit – A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%	
2b. Specify the years covered that include this Annual Action Plan.	2024	

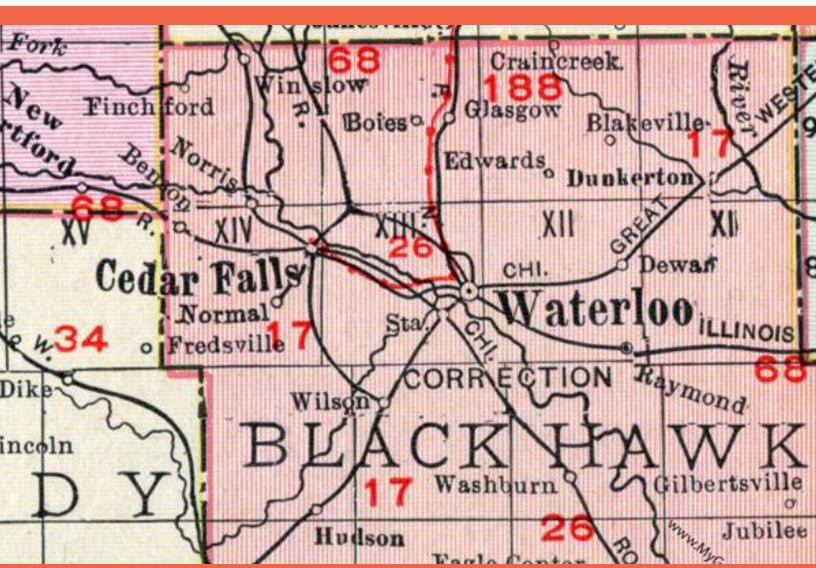
Discussion

The City of Cedar Falls is not a direct HOME Investment Partnerships Program recipient, however, the City participates along with the City of Waterloo in a HOME Consortium. Waterloo is the Consortium's lead entity and the Consortium's HOME program planning and policies are included within Waterloo's Consolidated Plan. As part of the HOME program, the City of Cedar Falls works closely with INRCOG and the Iowa Heartland Habitat for Humanity Chapter to implement their HOME projects and plans, as outlined in the agreement executed between the two communities.

Item 3.







Analysis of Impediments to Fair Housing Choice

June 2024

Item 3.

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JOINT ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

June 2024

WATERLOO/ CEDAR FALLS HOME CONSORTIUM

City of Waterloo City of Cedar Falls

Prepared for the Waterloo/Cedar Falls HOME Consortium by Mosaic Community Planning, LLC



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Table of Contents

Chapter 1. Introduction	7
Fair Housing Planning	7
Definitions	
Data Sources	10
Chapter 2. Community Participation Process	12
Community Engagement Overview	12
Community Engagement Results	17
Chapter 3. Socioeconomic Profile	35
Demographic Profile	35
Racially and Ethnically Concentrated Areas of Poverty	46
Chapter 4. Segregation and Integration	50
Race and Ethnicity	50
Segregation Levels	55
National Origin and Limited English Proficiency Population	56
Chapter 5. Access to Opportunity	61
Employment and Workforce Development	62
Education	74
Transportation	
Environmental Quality	
Food	
Healthcare	97
Chapter 6. Housing Profile	99
Housing Supply Summary	100
Housing Costs and Affordability	105
Housing Needs	111
Homeownership and Lending	
Zoning, Affordability, and Housing Choice	121
Chapter 7. Publicly Supported Housing	132
Supply and Occupancy	
Geography of Supported Housing	136
Chapter 8. Fair Housing Activities	140
Fair Housing Complaints	140
Past Fair Housing Goals and Related Activities	143

Chapter 9. Identification of Impediments......147

CHAPTER 1. INTRODUCTION

The purpose of this Joint Analysis of Impediments to Fair Housing Choice is to study a broad array of public and private policies, practices, and procedures affecting housing choice across the adjacent cities of Cedar Falls and Waterloo, Iowa. This document will provide detailed information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates in the region with a foundation upon which to implement strategies that will address disparities in housing needs and in access to opportunity; support integrated living patterns; and maintain compliance with civil rights and fair housing laws.

FAIR HOUSING PLANNING

Equal access to housing choice is crucial to America's commitment to equality and opportunity for all. Title VIII of the United States Civil Rights Act of 1968, more commonly known as the Fair Housing Act, provides housing opportunity protection by prohibiting discrimination in the sale or rental of housing on the basis of race, color, religion, sex, and national origin. The Act was amended in 1988 to provide stiffer penalties, establish an administrative enforcement mechanism and to expand its coverage to prohibit discrimination on the basis of familial status and disability. The U.S. Department of Housing and Urban Development (HUD), specifically HUD's Office of Fair Housing and Equal Opportunity (FHEO), is responsible for the administration and enforcement of the Fair Housing Act and other civil rights laws.

Provisions to affirmatively further fair housing (AFFH) are basic long-standing components of HUD's housing and community development programs. The AFFH requirements are derived from Section 808(e)(5) of the Fair Housing Act which requires the Secretary of HUD to administer the Department's housing and urban development programs in a manner to affirmatively further fair housing.¹

Local communities that receive grant funds from HUD through its entitlement process, including Cedar Falls and Waterloo, satisfy this obligation by performing an "Analysis of Impediments to Fair Housing Choice" (AI). In an AI, communities that receive HUD entitlement grant funds evaluate barriers to fair housing choice and develop and

¹ U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity. Fair Housing Planning Guide: Volume 1 (Chapter 1: Fair Housing Planning Historical Overview, Page 13). March 1996.

implement strategies and actions to overcome any identified impediments based on their individual histories, circumstances, and experiences. Through this process, local entitlement communities promote fair housing choices for all persons, including classes protected under the Fair Housing Act, and provide opportunities for racially and ethnically inclusive patterns of housing occupancy, identify structural and systemic barriers to fair housing choice, and promote housing that is physically accessible and usable by persons with disabilities.

HUD will presume that the grantee is meeting its obligation and certification to affirmatively further fair housing by taking actions that address the impediments, including:

- Analyzing and eliminating housing discrimination within the jurisdiction;
- Promoting fair housing choice for all persons;
- Providing opportunities for racially and ethnically inclusive patterns of housing occupancy;
- Promoting housing that is physically accessible to all persons to include those persons with disabilities; and
- Fostering compliance with the nondiscrimination provisions of the Fair Housing Act.

Through its Community Planning and Development (CPD) programs, HUD's goal is to expand mobility and widen a person's freedom of choice. The Department also requires Community Development Block Grant (CDBG) program grantees to document AFFH actions in the annual performance reports that are submitted to HUD.

In 2015, HUD published a final rule on Affirmatively Furthering Fair Housing, which outlined procedures that jurisdictions and public housing authorities who participate in HUD programs must take to promote access to fair housing and equal opportunity. This rule stipulated that grantees and housing authorities take meaningful actions to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected class characteristics. Under HUD's final rule, grantees must take actions to:

- Address disparities in housing need;
- Replace segregated living patterns with integrated and balanced living patterns;
- Transform racially and ethnically concentrated areas of poverty into areas of opportunity; and
- Foster and maintain compliance with civil rights and fair housing laws.

To assist grantees and housing authorities affirmatively further fair housing, HUD provided publicly-available data, maps, and an assessment tool to use to evaluate the state of fair housing within their communities and set locally-determined priorities and goals. HUD's final rule mandated that most grantees begin submitting to HUD an assessment developed using this tool in 2017; however, a 2018 HUD notice withdrew the requirement to prepare such assessments. A subsequent notice further required that grantees instead prepare and keep on file a current Analysis of Impediments to Fair Housing Choice. HUD's data and maps remain available for grantees to use in preparing their Als.

Waterloo and Cedar Falls worked with Mosaic Community Planning to develop this Analysis of Impediments to Fair Housing Choice. This AI follows HUD's Fair Housing Planning Guide but also incorporates elements of HUD's assessment tool established in the 2015 final rule. In some places, it uses data developed by HUD for use by grantees as part of the Affirmatively Furthering Fair Housing final rule.

DEFINITIONS

Affirmatively Further Fair Housing – In keeping with the text of HUD's 2015 Affirmatively Furthering Fair Housing regulation, to Affirmatively Further Fair Housing Choice (AFFH) is to take "meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws."²

Affordable – Though local definitions of the term may vary, the definition used throughout this analysis is congruent with HUD's definition:

HUD defines as "affordable" housing that costs no more than 30% of a
household's total monthly gross income. For rental housing, the 30% amount
would be inclusive of any tenant-paid utility costs. For homeowners, the 30%
amount would include the mortgage payment, property taxes, homeowners
insurance, and any homeowners' association fees.

Fair Housing Choice – This Analysis of Impediments to Fair Housing Choice uses the following definition of Fair Housing Choice:

"Individuals and families have the information, opportunity, and options to live where they choose without unlawful discrimination and other barriers related to race, color, religion, sex, familial status, national origin, or disability. Fair housing choice encompasses:

- Actual choice, which means the existence of realistic housing options;
- Protected choice, which means housing that can be accessed without discrimination; and
- Enabled choice, which means realistic access to sufficient information regarding options so that any choice is informed. For persons with disabilities, fair housing choice and access to opportunity include access to accessible housing and housing in the most integrated setting appropriate to an individual's needs as required under Federal civil rights

9

² "Affirmatively Furthering Fair Housing; Final Rule," published July 16, 2015, at 80 FR 42272.

law, including disability-related services that an individual needs to live in such housing."³

Impediments to Fair Housing Choice – As adapted from the HUD Fair Housing Planning Guide, impediments to fair housing choice are understood to include: ⁴

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices.
- Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, or national origin.

Protected Classes - The following definition of federally protected classes is used in this document:

 Title VIII of the Civil Rights Act of 1968 prohibits housing discrimination based on race, color, national origin or ancestry, sex, or religion. The 1988 Fair Housing Amendments Act added familial status and mental and physical handicap as protected classes.

DATA SOURCES

Decennial Census Data – Data collected by the Decennial Census for 2020, 2010 and 2000 is used in this Assessment (older Census data is only used in conjunction with more recent data in order to illustrate trends). The Decennial Census data is used by the U.S. Census Bureau to create several different datasets:

- 2010 and 2000 Census Summary File 1 (SF 1) This dataset contains what is known as "100% data," meaning that it contains the data collected from every household that participated in the Census and is not based on a representative sample of the population. Though this dataset is broad in terms of coverage of the total population, it is limited in the depth of the information collected. Basic characteristics such as age, sex, and race are collected, but not more detailed information such as disability status, occupation, and income. The statistics are available for a variety of geographic levels with most tables obtainable down to the census tract or block group level.
- 2000 Census Summary File 3 (SF 3) Containing sample data from approximately one in every six U.S. households, this dataset is compiled from respondents who received the "long form" Census survey. This comprehensive and highly detailed

³ 24 CFR Part 5.151.

⁻

⁴ U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity. *Fair Housing Planning Guide: Volume 1 (Chapter 2: Preparing for Fair Housing Planning, Page 2-17).* March 1996.

dataset contains information on such topics as ancestry, level of education, occupation, commute time to work, and home value. The SF 3 dataset was discontinued for the 2010 Census, but many of the variables from SF 3 are now included in the American Community Survey.

American Community Survey (ACS) – The American Community Survey is an ongoing statistical survey that samples a small percentage of the U.S. population every year, thus providing communities with more current population and housing data throughout the 10 years between censuses. This approach trades the accuracy of the Decennial Census Data for the relative immediacy of continuously polled data from every year. ACS data is compiled from an annual sample of approximately 3 million addresses rather than an actual count (like the Decennial Census's SF 1 data) and therefore is susceptible to sampling errors. This data is released in two different formats: single-year estimates and multi-year estimates.

ACS Multi-Year Estimates – More current than Census 2020 data, this dataset is one
of the most frequently used. Because sampling error is reduced when estimates
are collected over a longer period of time, 5-year estimates will be more accurate
(but less recent) than 1-year estimates. The 2018-2022 ACS 5-year estimates are
used most often in this report.

HUD Affirmatively Furthering Fair Housing Data and Mapping Tool (AFFH-T) – HUD's AFFH HUD's AFFH Data and Mapping Tool provides a series of online, interactive maps and data tables to assist grantees in preparing fair housing analyses. Topics covered include demographics and demographic trends; racial and ethnic segregation; housing problems, affordability, and tenure; locations of subsidized housing and Housing Choice Voucher use; and access to educational, employment, and transportation opportunities. This report uses HUD's latest data and maps, AFFHT0006, which was released in July 2020. HUD's source data includes the American Community Survey (ACS), Decennial Census / Brown Longitudinal Tract Database (BLTD), Comprehensive Housing Affordability Strategy (CHAS), Longitudinal Employer-Household Dynamics (LEHD), HUD's Inventory Management System (IMS) / Public and Indian Housing (PIH) Information Center (PIC), and others. For a complete list of data sources, please see HUD's Affirmatively Furthering Fair Housing Data and Mapping Tool Data Documentation available online at:

https://www.hud.gov/sites/dfiles/FHEO/documents/AFFH-T-DataDocumentation-AFFHT0006-July-2020.pdf

CHAPTER 2. COMMUNITY PARTICIPATION PROCESS

COMMUNITY ENGAGEMENT OVERVIEW

An important component of the research process for this Analysis of Impediments to Fair Housing Choice involved gathering input regarding fair and affordable housing conditions, perceptions, and needs in the cities of Waterloo and Cedar Falls. The project team used a variety of approaches to achieve meaningful public engagement with residents and other stakeholders, including community meetings, focus groups, pop-up engagement, stakeholder interviews, and a community-wide survey.

Resident Meetings

Three in-person meetings open to the general public were held to inform residents about and gather information for the Analysis of Impediments to Fair Housing Choice. Two of the meetings were offered in the evening and targeted to members of the general public; one in each of the cities. The third public meeting was held during the day and targeted to service providers and stakeholders. Each of the meetings consisted of a short presentation providing an overview of the AI followed by an interactive discussion of fair housing, neighborhood conditions, and community resources in Waterloo and Cedar Falls. To encourage participation, meeting flyers advertised the meetings as having refreshments. Meeting notices also included instructions on how to request language services or other accommodation, however no accommodation or interpretation requests were received. Dates, times, and locations of the two public meetings offered are shown below:

Cedar Falls Resident Meeting

Tuesday, November 28, 2023 5:30 – 6:30 PM Hearst Center 304 W Seerley Boulevard Cedar Falls, IA 50613 Attendees: 11

12

Service Provider Public Meeting

Wednesday, November 29, 2023 3:00 - 4:00 PMWaterloo Center for the Arts 225 Commercial Street Waterloo, IA 50701

Attendees: 16

Waterloo Resident Meeting

Wednesday, November 29, 2023 5:30 - 6:30 PM Cedar Valley SportsPlex 300 Jefferson Street Waterloo, IA 50701 Attendees: 7

Focus Groups

In addition to the public meetings, four focus groups were held to collect input from groups of residents with specific backgrounds unique and perspectives on fair housing. As with the public meetings, these groups typically began with a brief



explanation of the Analysis of Impediments to Fair Housing Choice. The focus group leader then facilitated a discussion of fair and affordable housing needs, neighborhood conditions, and community resources in the county. In most cases, the AI project team worked with local agencies and organizations to host and promote the focus groups to their respective members or clients, resulting in a total of 27 participants. To incentivize participation, focus group participants were given gift cards as a token of thanks for their time and input.

A list of the focus groups with their sponsoring organizations is provided below:

Focus Group #1: People with Disabilities

Sponsor: Exceptional Persons, Inc.

Participants: 6

Focus Group #2: Low/Mod Income Renter Households

Sponsor: Iowa Heartland Habitat for Humanity

Participants: 5

Focus Group #3: Senior Citizens

Sponsor: Ridgeway Towers (Waterloo Housing Authority)

Participants: 6

Focus Group #4: LEP Immigrant Communities

Sponsor: World Grace Project

Participants: 10

The selection of these focus groups was strategic and intended to collect input from residents likely to have had unique challenges accessing housing and/or experiences with housing discrimination.

Pop-Up Engagement

The planning team conducted 5 pop-up engagement activities wherein facilitators informally engaged with residents in community locations, generally not as a part of any particular event. Pop-up engagement is useful for raising awareness around the project and obtaining input from residents who may not be sufficiently tuned into fair housing issues that they would attend a meeting on the subject, but who have opinions to share nonetheless. By canvassing at high-traffic locations such as libraries, grocery stores, and food pantries, the planning team engaged 117 residents in the AI.

Pop-Up #1: Cedar Valley Food Pantry

Tuesday, November 28; 1:30-2:30 PM

<u>Response</u>: 26 residents engaged with planning team members in short conversations about community needs and housing challenges before beginning their shopping at the food pantry. Additionally, food pantry workers included hard copy surveys with postage-paid return envelopes in shoppers' grocery bags upon checkout.

• Pop-Up #2: Cedar Falls Library

Tuesday, November 28; 3:00-3:45 PM

<u>Response</u>: 19 Cedar Falls residents engaged in a short conversation about community needs and housing challenges in the library's lobby as they were entering or exiting the building.

• Pop-Up #3: Central Bus Station

Wednesday, November 29; 10:00-11:00 AM

<u>Response</u>: 9 residents engaged in a short conversation about community needs and housing challenges while waiting at the bus station or as they were transferring between buses.

Pop-Up #4: Salvation Army of Waterloo/Cedar Falls

Wednesday, November 29; 11:00 AM - 1:00 PM

<u>Response</u>: During the Salvation Army's lunch program, 53 residents completed a survey; some engaged in further discussion of housing issues with planning team members.

• Pop-Up #5: All-In Grocers

Thursday, November 30; 12:30-1:30 PM

<u>Response</u>: Through interactive activities set up in the grocery store's Willie Mae Wright Community Room and canvassing in the store's parking lot, 10 residents spoke with planning team members about community needs and housing challenges.

Stakeholder Interviews

The planning team engaged with stakeholders representing a variety of perspectives through in-depth individual interviews. Interviews typically lasted 45 minutes to one hour and included discussions about barriers to fair housing, discrimination, access to opportunity, and fair housing resources. Twenty-two (22) community stakeholders participated in interviews with the planning team. Participating stakeholders represented a range of viewpoints, including affordable housing, community development and planning, education, health services, homelessness services, senior services, family services, people with disabilities, and others. Participants included representatives from the following organizations, agencies, and institutions:

- Bakari Behavioral Health
- Black Hawk County Emergency Management
- Black Hawk County Environmental Health
- Black Hawk Grundy Mental Health Center
- Cedar Falls Community Services
- Cedar Falls Human Rights Commission
- Cedar Falls Planning & Zoning
- Cedar Falls Utilities
- College Hill Partnership
- Delaton, LLC
- Exceptional Persons Inc.
- Hawkeye Community College
- Iowa Heartland Habitat for Humanity
- NAACP of Black Hawk County
- Northeast Iowa Food Bank
- Salvation Army of Waterloo/Cedar Falls
- Social Action, Inc.
- TEAM Real Estate Group
- Unity Presbyterian Church Waterloo
- Waterloo Housing Authority
- Waterloo Neighborhood Services
- Waterloo School District

Project Website

The project website, WaterlooCedarFallsHUD.com, provided information about the study, linked to the community survey, promoted public meetings and events, and directed residents to local and national fair housing resources and information. Over the course of the project, the site received 57 unique visitors and 498 interactions (i.e., session starts, pageviews, clicks, etc.).

Community Survey

Another method for obtaining community input was a survey available to the general public, including people living and/or working in Waterloo or Cedar Falls and other stakeholders. The survey was available from November 2023 through January 2024 via the project website and online link. The planning team collected hard copy survey responses through a collection box placed at the Cedar Falls Library and through collaboration with nonprofit service organizations. For example, 53 hard copy responses were completed and returned during a pop-up event at the Salvation Army's lunch program, and organizations including the Cedar Valley Food Bank and World Grace Project distributed surveys with postage-paid return envelopes to their clients. A total of 361 survey responses were received, 200 from Waterloo residents and 161 from people residing in Cedar Falls.

Publicity for Community Engagement Activities

Advertisements for the AI planning process and related participation opportunities were targeted the general public, as well as nonprofits, service providers, housing providers, and others working with low- and moderate-income households and special needs populations. Public notice of community engagement opportunities was given to residents through news announcements on the project website (Waterloo-Cedar Falls HUD.com), social media, and a public notice published in the Waterloo-Cedar Falls Courier. A press release distributed to local media outlets resulted



in feature stories by the local CBS News affiliate and by Iowa Public Radio. Project flyers were emailed to contact maintained by Waterloo and Cedar Falls including people and organizations representing variety of viewpoints, including elected officials and staff, local government agencies, housing authority housing staff, developers, nonprofit organizations, homeless housing and service providers, mental health service providers, organizations serving

people with disabilities, family and senior services, workforce development organizations, and others. Cedar Falls also included a post about the project in its employee newsletter. In all meeting advertisements, information for anyone needing language services or other accommodation was provided, but none were requested.

COMMUNITY ENGAGEMENT RESULTS

Input collected through the project's community engagement process is summarized below. To structure the process, the planning team developed a standard question set for use in public meetings, focus groups, pop-ups, and interviews. Listed below are the summarized comments from interview participants and meeting/focus group attendees, as well as a summary of survey results. All input was considered in the development of this Al, and no comments or surveys were not accepted. Comments are presented here without information identifying the commenter's identity or the organization they represent. Note that these are comments from private individuals and do not necessarily reflect the views of any organization, agency, or the city governments of Waterloo or Cedar Falls.

Cedar Falls Resident Meeting

1. What types of housing needs are greatest in Cedar Falls?

- Workforce housing; Cedar Falls needs reasonably priced housing for the local workforce.
- Currently, Cedar Falls workers are priced out and live in rural areas or in Waterloo.
- There should be rent caps to protect against the market effects of students from out of state who are renting housing in the city.
- Affordable senior housing in apartment-like communities.
- Need to work on negative perceptions of the households in need of more affordable housing options; not all Section 8 tenants are "riff-raff".
- A mixed income strategy to housing is important.
- Inclusionary housing is a good idea: there should be requirements or incentives to incorporate affordable housing into new developments
- Affordable housing should still have high design and construction standards; just smaller unit sizes.
- Retirement communities in Cedar Falls are not affordable.

2. What do you believe are the City's greatest community development needs?

- Transportation improvements connecting to Waterloo and other cities.
- Subsidies for the cost of public transportation.
- Transportation options for senior citizens.
- Sidewalks; investments in walkability helps with the transportation issue.

- As new subdivisions are being developed on the west side of the city, is Cedar Falls making sure they're putting in the necessary sidewalks and infrastructure?
- Affordable childcare centers and programs; support existing organizations such as the YWCA.
- Mental health treatment and facilities; therapy programs.
- A walk-in mental health clinic that could serve all income levels.
- Could College Square Mall be repurposed for affordable housing, childcare, and mental health? A one-stop location could serve so many needs.
- There is a pedestrian crossing over University to the Hy-Vee, but you have to be brave; some sort of bridge would be safer, but would need to be accessible.

3. Are there barriers other than income/savings someone might face in moving to areas of opportunity in Cedar Falls?

- There is a lack of diversity in housing/unit types.
- Affordability is the biggest barrier housing is just too expensive for some.
- Not many properties are available for infill construction.

4. Are you aware of any housing discrimination?

• Real estate agents have been known to steer people to certain neighborhoods.

5. Are people in Cedar Falls segregated in where they live? What causes this segregation to occur?

- There are "historical leftovers", for example, racial covenants that were used in Cedar Falls.
- The Lincoln school district is more diverse than other parts of the city.
- North Cedar Falls is considered by many to be "low-income".
- Current tree cover tends to follow historic redlining boundaries.

Waterloo Resident Meeting

1. What types of housing needs are greatest in Waterloo?

- Waterloo needs more affordable housing stock accessible to people with disabilities, including seniors too.
- Apartments tend to be in bad repair, quality is an issue.
- Often there are lots of steps to physically access an apartment in Waterloo, which is an accessibility issue.
- Waterloo has an image problem, and its housing conditions are part of that.
- New housing construction as well as housing rehab both are needed.
- In the north end of Waterloo, there is a need for rehabilitation and demolition.

2. What do you believe are the City's greatest community development needs?

- A community center is needed.
- Sidewalks are a big need in Waterloo.
- Support for senior centers and activities.
- New developments in Waterloo have sidewalks, but there are gaps where older developments are located.
- Sidewalks without ramps are a problem, requires better planning.
- The City has done a good job building trails for recreational use, but they're not useful for commuting; they don't connect to places you'd need to go to access jobs.
- Crossroads Mall is a "white elephant", something needs to be done with it to return it to use.

3. Are there barriers other than income/savings someone might face in moving to areas of opportunity in Waterloo?

- Waterloo has decent schools, but they are spread out; this may present busing issues for some families.
- 4. What recent housing or community development initiatives have been especially successful in the City? What made them successful? How/where can they be replicated?
 - City government is trying to do better and work to reset the image of Waterloo.
 - The Positively Waterloo campaign may be too rosy though. There can be such a thing as "toxic positivity" where issues are overlooked or ignored rather than dealt with. It would be better to just say, yes, we have some problems in Waterloo and here's how we are working to solve them.
- 5. What types of fair housing services (education, complaint investigation, testing, etc.) are offered in the area? Who offers them? How well are they coordinated with the work of other organizations in the community?
 - House of Hope does some training; it could be expanded.
 - The Waterloo Human Rights Commission used to do more.
 - Operation Threshold has some help, including education on homebuying.
 - There is a need for more programs in this area.
- 6. Are you aware of any housing discrimination?
 - Yes, see the 24/7 Wall Street report: "The Worst Cities for Black Americans".
- 7. Are people in Waterloo segregated in where they live? What causes this segregation to occur?
 - There is some social-based self-segregation; it's not imposed on anyone.

Service Provider Public Meeting

1. What types of housing needs are greatest in Waterloo and Cedar Falls?

- Cedar Falls needs workforce housing, construction of homes for homebuyers.
- Quality of new housing construction is important; the need is for quality affordable, single-family homes.
- Financial assistance to homebuyers
- Rehab and repair programs for homeowners, especially porches and roofs.
- Hoarding situations are problematic, as are pest control issues; these can negatively affect the affordable housing supply.
- Waterloo has approximately 100 residents who are homeless; rental assistance and case management would help the situation.
- Permanent supportive housing is a need as well.
- Mitigation funds for landlords would allow them to accept riskier tenants with credit issues and/or eviction history; otherwise, it is very difficult for these people to find housing.
- Encounters with the criminal justice system, to include felony convictions, sex offences, and substance abuse, are frequently disqualifying from all types of housing.
- Landlords who do not maintain their rental properties should be scrutinized, especially when they blame the repair needs on the tenants.
- When a tenant reports a maintenance issue to their landlord, the landlord may evict them and rent the unit to someone less likely to complain rather than simply repair the issue.
- Homeowners are forced out by rising costs.

2. What do you believe are the Cities' greatest community development needs?

- Sidewalks are lacking; the elderly can't safely walk around their communities.
- There is a need for greater walkability, greenspace, and natural areas.
- Food deserts limit grocery options.
- Demolition of dilapidated buildings would help address blight.
- Youth activities and employment opportunities are needed.
- Establish career ladders, beginning with training opportunities and transitioning to full time jobs.
- Transportation needs are important.
- Don't divert homeless funding to a focus solely on prevention; Waterloo has 100 people experiencing homelessness and they need housing.

3. What recent housing or community development initiatives have been especially successful in Waterloo/Cedar Falls? What made them successful? How/where can they be replicated?

- The Summerland Twinhomes development is a good example of new townhome-style housing that has been built in Waterloo.
- Unity Square townhomes in Waterloo is another good example. They are attractive and affordable.

- Rapid rehousing paired with case management is a proven model. Rental assistance programs have been shown to drive down homelessness.
- In Iowa City, bus service is free of charge. A similar model could be helpful for people in Waterloo and Cedar Falls.

4. Are there new uses of HUD grant funds you wish the Cities would consider? Are there gaps in the programs you are currently offering that could be filled with additional funding?

- Funds are available but often tied to very specific populations or needs. For example, homelessness funding specifically tied to a diagnosis of opioid abuse.
- Assistance for people who own mobile homes where landlords are driving up lot rents.
- Invest in developers who are local and who live here.
- The Human Rights Commission needs additional staff.
- 5. What parts of the Waterloo and Cedar Falls are generally seen as areas of opportunity (i.e. places people aspire to live, places that offer good access to schools, jobs, and other amenities)? What makes them attractive places to live? Are there barriers other than income/savings someone might face in moving to one of these areas?
 - Audubon Park in Waterloo is an example. It's got large homes, lots of space, and
 is close to healthy food options, but is also somewhat isolated and not
 affordable. Income would be a barrier to living there.
 - People without cars will always have limited housing options because the buses don't serve all neighborhoods. The system also has infrequent service.

6. Are you aware of any housing discrimination?

• There is steering of both home buyers and renters; the local real estate profession is not racially diverse.

7. Are people in Waterloo/Cedar Falls segregated in where they live? What causes this segregation to occur?

- There is a concentration of people of color in northeast Waterloo; these are historically redlined districts.
- Racism is alive and well. There's a negative narrative about Waterloo people are told to stay away.
- Just look at the comments on any KWWL story; there are unfounded perceptions about crime and safety in Waterloo.
- Affordable housing development in existing low/mod neighborhoods keeps people segregated.
- Stratification of job opportunities works to keep segregation in place.
- The east side and West Waterloo are relatively well integrated communities.
- The Human Rights Commission works specifically with fair housing and holds seminars.
- Legal Aid is another big one working with fair housing.

Stakeholder Interview Results

1. What types of housing needs are greatest in Waterloo and Cedar Falls?

- Older neighborhoods are more affordable but many are in bad condition.
- Housing stock in Waterloo in general is in poor condition there is a big need for higher quality housing.
- Rental conditions are the largest issue need for major overhaul of regulations and conditions.
- Slumlord issues not enough regulations or oversight for landlords.
- There is essentially one code enforcement officer in all of Waterloo not enough capacity to make sure units are meeting requirements.
- Lack of developers to replace housing when the city demolishes blighted properties.
- There is a problem with landlords keeping properties in bad condition and discriminating or retaliating against tenants who push for repairs.
- Cedar Falls is a college town and that impacts rental supply and also rental conditions as landlords know they can get away with keeping college housing in worse condition.
- Local families cannot compete on price with a group of college students for rentals.
- There is need for education on tenant rights and responsibilities.
- Housing can be more difficult to acquire for LEP residents they are more often taken advantage of and need programs to connect them to resources
- Strong need for more affordable homeownership opportunities.
- Need for more housing rehabilitation and repair programs it would be preferable to rehab existing housing rather than demolishing it and rebuilding new.
- Lead paint mitigation assistance continues to be a need.
- People in their early 60s are a big population segment and need more senior housing communities.
- Need for aging-in-place programs to help seniors rehab and maintain their aging homes and pay property taxes.
- There are lots of senior options but not for low income seniors.
- Need to make existing homes more ADA accessible.
- More landlords that accept Section 8 some landlords don't want to put in the time and money to maintain units to Section 8 standards.
- Waterloo specifically should seek to increase multifamily housing for ownership instead of for rent.
- Affordable multifamily smaller units
- There is a need for more variety in housing types in general
- Zoning changes could help encourage more diverse housing options, but there is a lot if NIMBY sentiment about it in the community.
- Shared housing situations for people exiting homelessness help them find roommates so they can afford housing.

- Big need for transitional housing and supportive services for people leaving incarceration or hospitalization.
- The region does not have enough emergency shelter capacity existing shelters have waiting lists.
- 2. What parts of the region are generally seen as areas of opportunity (i.e. places people aspire to live, places that offer good access to schools, jobs, and other amenities)? What makes them attractive places to live? Are there barriers someone might face in moving to one of these areas?
 - In Waterloo, areas of opportunity would be the Kingsley school district, Orange school district, Lou Henry school district, Audubon, Sunnyside Country Club, and Prospect Boulevard.
 - Southern and Western Waterloo are more desirable; Highland is an area of opportunity; Kingsley and West High School districts are good.
 - Houses in Prospect are generally larger and newer and can be more expensive.
 The average blue-collar worker cannot afford the neighborhood.
 - The Prospect Boulevard area is desirable. It has some mostly older but well-kept starter houses, with a nice school and amenities.
 - South part of Waterloo is more desirable North side needs revitalization.
 - The East side of Waterloo gets a bad reputation but the city is starting to revitalize it so there are some newer homes going in.
 - Kittrell Elementary is much more racially and ethnically integrated than Kingsley many Black or Muslim students, many refugee students
 - Some of the previously less desirable neighborhoods are revitalizing and becoming more desirable.
 - The Walnut and Church Row neighborhoods have had a lot of work from Habitat and that makes them desirable.
 - Cedar Falls in general is considered more economically advanced and desirable than Waterloo and is also very white in comparison, which leads to NIMBYism.
 - There is a long-held Cedar Falls bias against Waterloo Waterloo is much more racially, ethnically, and economically diverse.
 - Cedar Falls is a university city and so has higher property values and better amenities.
 - Within Cedar Falls everything is pretty equal.
 - Cedar Falls has more investment in schools and lower rates of crime.
 - The public's perception is that Cedar Falls is more desirable than Waterloo safer, whiter, better schools.
 - Cost is by far the biggest factor preventing people from accessing these areas of opportunity – people generally live in the best place they can afford.
 - Lack of rental options is the biggest barrier in the nicer areas.
 - There are no thoroughfares through the Prospect neighborhood for walkers or cyclists; this could be a barrier for people without a car.
 - The "good neighborhoods" aren't affordable.
 - Desirability is related to proximity to shopping, schools, and hospital.

- New developments are generally desirable, but expensive.
- The Manson District (East 4th St to East High) is very low cost as low as \$30k for a house – but higher crime, fewer resources, buildings in bad condition.
- Schools and neighborhood maintenance are factors that may keep someone from choosing an otherwise desirable neighborhood.
- Audubon is a higher cost area that is nice and has low crime, but many people can't afford to live there.

3. Are public resources (e.g. parks, schools, roads, police & fire services, etc.) available evenly throughout all neighborhoods in your community?

- The cities try to make keep resource distribution even but it's not perfect.
- Things seem pretty even throughout the Cedar Valley.
- East Waterloo is generally lower income, Black or immigrant, and has fewer resources.
- People in downtown Waterloo or in the Church Row district who don't have cars
 walk along Hammond Avenue or Ridgeway Avenue to Walmart. These are major
 roadways with no sidewalks and no Sunday bus service. It's dangerous,
 especially for children who walk home from school that way.
- Cedar Falls is easier to get around than Waterloo in regard to transportation.
- Roads are pretty evenly distributed.
- There are some neighborhoods in both cities that don't have access to great schools.
- There are some elementary and middle schools in the area with nice facilities but there is still a need for more resources supportive programs for students and families.
- Police in Waterloo devote more patrol hours to areas with more frequent calls.
- Fire and police services are high quality doing and all neighborhoods have access to them.
- Cedar Falls has combined police and fire recently which was a hot topic; police officers are required to be trained for fire.
- Some fire stations have closed recently and that could be a problem, especially in northern Cedar Falls and some parts of Waterloo.
- Plenty of parks all over but the quality is inconsistent.
- Parks in some neighborhoods have older equipment.
- Good parks are not evenly distributed; some of the neighborhood associations are pushing for more and better parks.

4. Do residents of similar incomes generally have the same range of housing options? Are there any barriers other than income/savings that might impact housing choices? Are you aware of any housing discrimination?

• Finding family-sized housing can be an issue – no one can afford a large house in a nice area.

- Many immigrant families are larger and/or intergenerational and need larger housing units with more bedrooms.
- Large families may be limited in where they can find large housing.
- There are plenty of larger homes available for larger families in Waterloo, but the affordable ones are in such bad condition they aren't good to live in.
- Transportation access is definitely a barrier there isn't a good public transit system and many of the large employers in the area aren't accessible by public transit.
- There aren't sufficient transit options, so people without a car may be limited in where they can live.
- The part of north Waterloo referred to as "East Side" has stigma that it's low income and undesirable.
- Some HOAs are restrictive and may impact housing choice.
- Some landlords may make people of certain races or ethnicities feel unwelcome.
- Racial discrimination/feeling unwelcome is definitely a factor that may limit housing choices.
- A friend who is Black experienced people taking photos of him walking around his own neighborhood. He eventually moved to another state because he felt he could not safely raise Black children in Waterloo.
- Many jobs preferentially hire white people over people of color, and this
 contributes to affordability and income disparities.
- LGBTQ+ people, especially gender non-conforming, face issues finding housing and may have to get someone else to rent for them.
- Affordability is the biggest barrier keeping everyone from having equal housing choices.
- Rental history discrimination is also a barrier landlords have stricter requirements since the pandemic eviction moratoriums.
- Population is aging and affordable disability-accessible housing is hard to find, especially in Waterloo.
- Very hard to find people who will build ramps at a reasonable rate.
- Most programs in place to help with accessibility issues are exclusive to veterans.
- ADA compliance is an issue and can impact housing options.

5. Are people in the area segregated in where they live? What causes this segregation to occur?

- Clustering does happen, a lot has to do with the cost of housing.
- Some areas are more mixed than others but there isn't any intense segregation.
- People sometimes cluster near churches that serve their race or culture.
- "Affordable" areas are less white.
- Segregation is more by class than race.
- There is still a high level of segregation stemming from historic redlining policies.
- Waterloo is very ethnically diverse but still very clustered; the clustered populations don't want to integrate.

- Many houses in the area have original deeds that specify that they will never be owned by "unfavorable" people and list races or ethnicities that the house cannot be sold to.
- Church Row area and Walnut neighborhoods have more immigrant populations.
- There is some clustering of LEP populations, especially immigrants. People want to live within their own community and near family.
- Around 4th street in Waterloo is a large Bosnian and Burmese population; North Waterloo has a Congolese population.
- There is a community of African immigrants who live near the Mercy One hospital.
- Immigrant populations definitely cluster to maintain community; some areas have grocery stores serving particular cultural needs.
- Immigrants may be more comfortable living in neighborhoods with people who share their language and culture.
- Segregation may also be driven by job opportunities many African immigrants are working in the healthcare industry, while many Hispanic immigrants work in manufacturing – people will try to live near their work.
- There are not many minorities in Cedar Falls in general; they tend to feel less welcome there than in Waterloo.
- In Waterloo there is racial clustering on the northeast end.
- Waterloo has a large Black population stemming from replacement workers brought in for historic railroad strikes.
- When strikes ended, the Black workers were replaced with white workers and it
 has led to historic disinvestment in Black communities due to lack of resources.
- Historically the "east side" was the first area that allowed Black residents the triangle between 4th St, Mobile St, and the railroad – and is still largely Black.
- Waterloo is beginning to experience a little bit of white flight in some areas where Black residents are starting to move in.
- Racial discrimination is more hidden looks more integrated but people still find ways to not socialize with each other.
- Waterloo recently elected a Black mayor and this has sparked some more overt racism.

6. What types of fair housing services (education, complaint investigation, testing, etc.) are offered in the area? How well are they coordinated with the work of other organizations in the community?

- Human rights commissions and lowa Legal Aid are very active in the area.
- The Human Rights Commission works specifically with fair housing and holds seminars.
- Legal Aid is another big one working with fair housing.
- The Cities offer some classes and workshops but not sure on details.
- Operation Threshold provides some housing education.
- There is somewhere people can go to put in landlord complaints but not sure where.

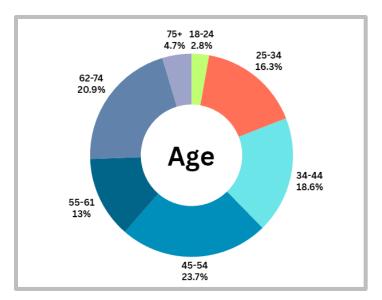
- East Side Ministerial Alliance, Hospitality House, House of Hope, Amani, and Salvation Army all provide some housing education services in Waterloo.
- Cedar Falls provides few services and tries to just send people to Waterloo to get resources.
- Licensed real estate agents promote fair housing resources to their clients.
- The Salvation Army frequently refers clients to Legal Aid.
- Fair housing enforcement technically exists but it is very ineffectual seems like Waterloo especially just doesn't care.
- Waterloo has a Human Rights Commission that will sometimes get involved in housing but doesn't have much enforcement power.
- Coordination can always be improved. Some services need better advertising.
- Cedar Falls has a newly hired Diversity & Inclusion Specialist.
- People needing help with mediation or lawsuits can be referred to Iowa Civil Rights Commission.
- An organization called "Leak Your Landlord" allows people to share information on bad landlords.
- More collaborative work is needed.
- There is a Housing Action Team that recently formed that works with code enforcement.

Community Survey

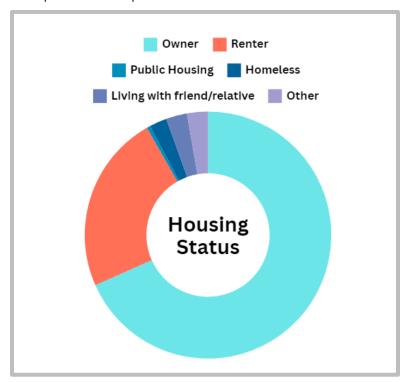
The community survey consisted of two identical parts; one for people familiar with housing and needs in Waterloo, and one for those more familiar with Cedar Falls. The two survey components were linked, allowing respondents completing the version for one city to return to the beginning and take the other city's version of the survey. A total of 361 people responded to the survey. Of those, 200 completed the Waterloo version and 161 completed the Cedar Falls version. The following includes a sample of survey questions and their responses. Complete results are provided as an appendix to this report.

PARTICIPANT DEMOGRAPHICS

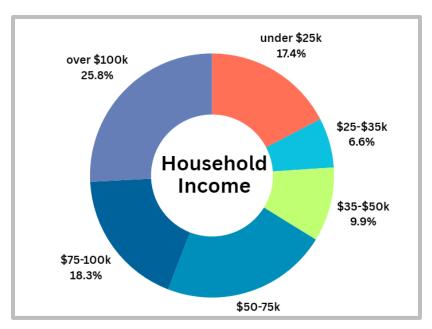
The age group with the largest share of respondents was 45-54, which comprised 23.7% of respondents, followed by age 62-74, which comprised 20.9% of respondents. When including the group of those aged 55-61 (13% of respondents), well over half of those who took the survey fell into the 45-74 age range. Younger respondents between the ages of 18 and 44 made up over a third of the survey sample.



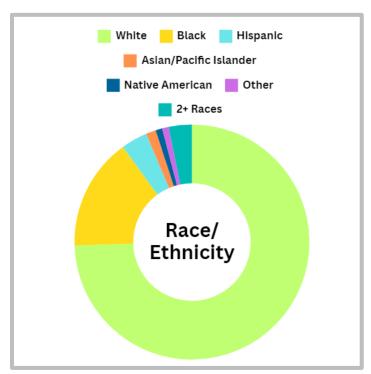
More than two-thirds (68.3%) of survey respondents were homeowners, while 23.4% were renters. Those who reported they were homeless or living with a friend or relative combined to make up 5.1% of respondents.



The largest share of respondents (25.8%) indicated their household incomes exceeded \$100,000. Those with incomes ranging from \$35,000 to \$100,000 made up 50.3% of respondents and just under a quarter (24.0%) had household incomes of \$35,000 or less.

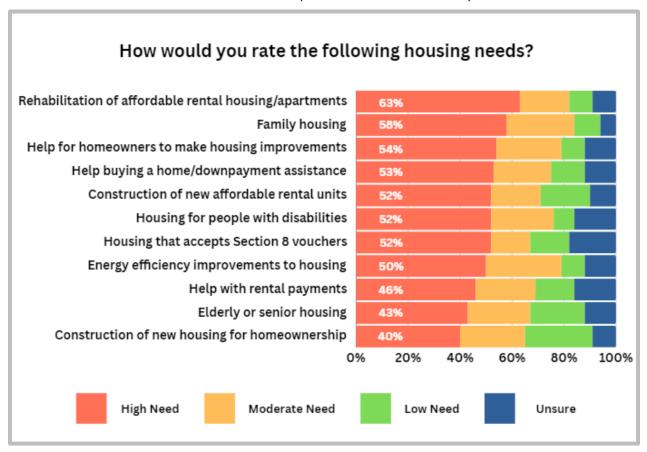


Of the respondents who provided their race and/or ethnicity, 74.5% identified as white, 15.5% as Black or African American, 1.4% as Asian or Pacific Islander, and 0.9% as Native American or Alaska Native. Those identifying as multiracial or "other" race comprised 4.1% of respondents. Of the respondents to this item on the survey, 3.6% identified as Hispanic or Latino. Race and ethnicity were combined into a single survey question with a "check all that apply" instruction, so it should not be inferred that Hispanic/Latino respondents are not also represented among the racial demographic already discussed.

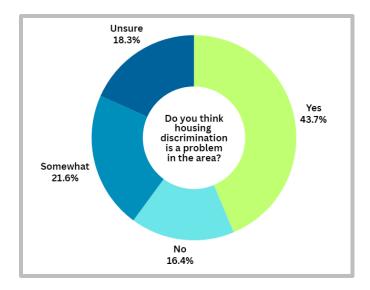


RESPONDENTS' THOUGHTS ABOUT THEIR COMMUNITIES

Asked to rate a series of housing needs in Waterloo and Cedar Falls as either high, moderate, or low needs (with an option to also indicate they were "unsure"), the greatest number of "high need" responses was to the need for rehabilitation of affordable rental housing or apartments. The need for family housing, typically referring to larger housing units with multiple bedrooms suitable for families with children, also ranked highly. followed closely by rental assistance and additional family housing. While 40% of respondents said construction of new housing for homeownership was a high need, this was the lowest-ranked of the options listed in the survey.

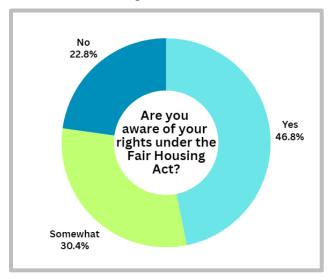


The survey asked respondents whether they believed housing discrimination was a problem affecting their community. The largest share of respondents (43.7%) said yes, followed by another 21.6% who said discrimination is "somewhat" of a problem. 16.4% of respondents indicated that they did not believe housing discrimination was a problem affecting their community, and 18.3% were unsure.

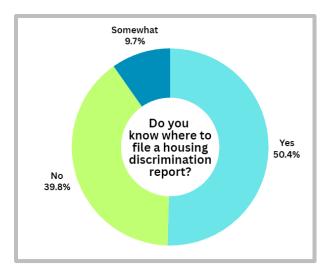


RESPONDENTS' THOUGHTS ABOUT FAIR HOUSING

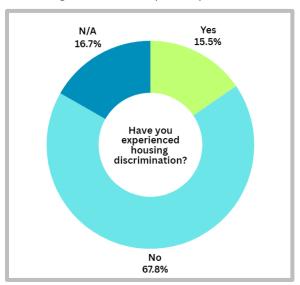
The survey included a section of questions focused on respondents' knowledge of fair housing, their potential experiences of housing discrimination, and the degree to which various issues pose barriers to fair housing choice. Only 30.4% of the respondents reported understanding their rights under the Fair Housing Act, with the remainder reporting no or only some understanding.



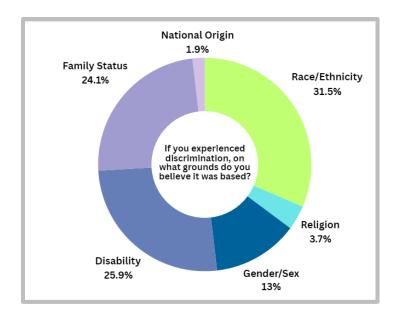
Compared to the 30.4% of respondents who reported knowing their fair housing rights, a substantially larger share (50.4%) said they knew where to file a housing discrimination complaint. Those who reported not knowing or only "somewhat" knowing where to file made up 49.5% of the respondents.

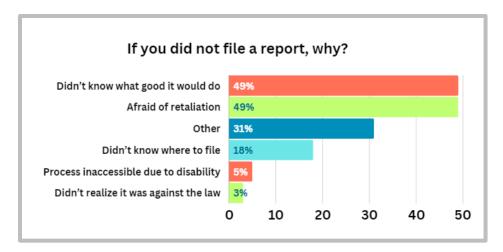


Respondents indicating they had personally experienced housing discrimination while living in or seeking housing in Waterloo or Cedar Falls made up 15.5% of the sample (39 total respondents). The remainder said either that they had not experienced discrimination (67.8%) or that the question did not apply because they did not live in or had not recently sought housing in the area (16.7%).

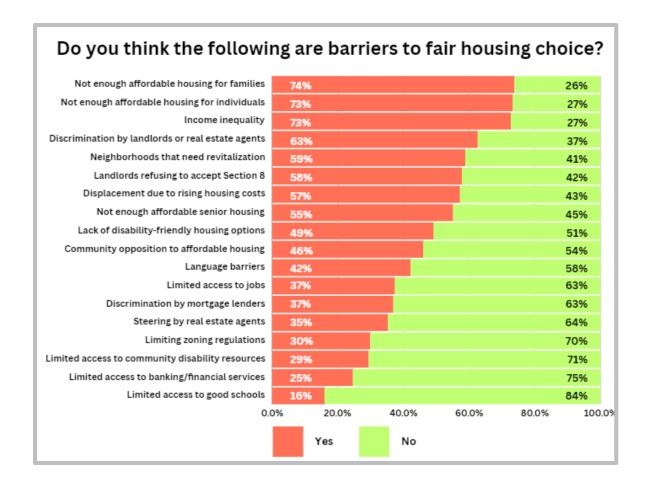


Of those 39 respondents who said they had experienced housing discrimination, race or ethnicity was reported to be the most common basis (31.5%) although disability (25.9%) and family status (24.1%) closely followed. Only 4 of the 39 said that they had filed a formal report of the discrimination to an investigatory agency. The overwhelming reasons cited by the others for not filing was because the respondent didn't know what good it would do or they were afraid of retaliation.





When provided a list of issues and asked whether they believed the listed issues may constitute barriers to fair housing choice, nearly three-quarters of all respondents identified lack of affordable housing for families, lack of affordable housing for individuals, and income inequality, at 74%, 73%, and 73%, respectively. Also prominent on the list of potential barriers was discrimination by landlords or real estate agents (63%).



CHAPTER 3. SOCIOECONOMIC PROFILE

The combined population of the cities and counties that comprise the Waterloo/Cedar Falls HOME Consortium is 108,027 according to the most recent data from the 2020 Census. The city of Waterloo is the most populous among the two municipalities with 67,314 residents, comprising nearly two-thirds (62.3%) of the Consortium's population. Residents of the city of Cedar Falls account for the remaining 37.6% of the Consortium with a population of 40,713. Waterloo's population decreased by 2.1% since 2000 while Cedar Falls experienced population growth at a rate of 12.6%. This section more closely examines population characteristics and trends for both cities using Census and ACS data provided in Tables 1 and 2.

DEMOGRAPHIC PROFILE

Race and Ethnicity

According to 2020 Census data presented in Table 1 and the historical data in Table 2, both appearing later in the section, the majority of the populations in both Waterloo and Cedar Falls are comprise of non-Hispanic white residents. Approximately two-thirds of the population in Waterloo are non-Hispanic white (65.8%) after experiencing growing rates of decline since 2000. Black residents represent the second largest group and comprise less than a fifth of the population (17.9%) after expanding by 27% since 2000. Waterloo's Hispanic population grew by 165.4% and to comprise a population share of 7.1%. Asian or Pacific Islander residents represent 4.0% of Waterloo's population after experiencing the fastest expansion rate (346.4%) since 2000. Multiracial residents comprise a slightly larger share (4.6%) compared to Asian or Pacific Islander groups. The smallest segments of Waterloo's population are comprised of Native American residents and residents who identify as some other race who each account for less than 1% of the population.

The racial and ethnic composition of the residential population in Cedar Falls are unlike demographic patterns found in Waterloo with a significantly smaller share of Black residents and overall smaller, more balanced shares of other racial and ethnic minority groups. Non-Hispanic white residents comprise a much larger majority (86.6%) compared to Waterloo. Black residents comprise just 3.1% of the population and is one of the smaller minority groups residing in Cedar Falls. Multiracial residents comprise the second-largest group representing 3.6% of the city's population, slightly larger in share than the Asian or Pacific Islander population (3.5%). Hispanic residents are the fifth-largest population

group in Cedar Falls comprising 2.9%. Although significantly smaller in share, the population of Black and Hispanic residents grew exponentially since 2000. The population of Asian or Pacific Islanders in Cedar Falls more than doubled to keep pace with the same segment that experienced a significantly faster growth rate in both Waterloo and Black Hawk County (228.5%).

Waterloo's population is more racially and ethnically diverse compared to Cedar Falls and Black Hawk County. Population shares of the largest racial and ethnic minority groups (Black, Hispanic, Asian, and multiracial) consistently exceed share sizes of the same groups in Cedar Falls and the county. Since 2000, Waterloo has also experienced the most drastic changes to its population's racial and ethnic composition compared to Cedar Falls and Black Hawk County.

National Origin

The population of foreign-born residents grew at a rate of 74.0% since 2000 in Waterloo, nearly doubling in share size to represent 9.3% of the city's population. The top countries of origin of the foreign-born population in Waterloo are Bosnia and Herzegovina, Mexico, Democratic Republic of Congo, Thailand, and Burma. The populations originating from Bosnia and Herzegovina is the largest foreign-born group, comprising 1.9% of the total population. Residents from Mexico and the Democratic Republic of Congo each account for 1.4% of Waterloo's total population while residents from Thailand and Burma each comprise 0.6%.

The foreign-born population in Cedar Falls is much smaller in both population (2,002) and share (4.9%) compared to Waterloo; however, the number of foreign-born residents more than doubled since 2000 outpacing the growth rate of Waterloo's foreign-born population during the same time. The top countries of origin for Cedar Falls' foreign-born population are India, Pakistan, Panama, Mexico, and Korea. Residents originating from India and Pakistan comprise the largest segments among foreign-born populations, representing 0.9% and 0.8% of the total population, respectively. Residents from Panama comprise 0.4% of the population while Mexico and Korea each represent 0.3% of the residential population in Cedar Falls.

Limited English Proficiency (LEP)

Population dynamics for residents with limited English proficiency (LEP) often resemble those of foreign-born residents in a community. The population change among the LEP population in Waterloo follows a similar pattern to that of their foreign-born population; however, the inverse is found among the LEP population in Cedar Falls.

The LEP population in Waterloo accounts for 6.5% of the total population after growing at a rate of 55.7% since 2000. Population share of the LEP population in Waterloo grew by 2.7 percentage points between 2000 and 2020. LEP residents who speak other Indo-European languages comprise 2.8% of the total population and represent the largest language group among the LEP population. Spanish speakers are the second-largest LEP language group and account for 1.9% of Waterloo's residential population. LEP residents who speak Asian or Pacific Island languages comprise 1.6% of Waterloo's population.

Black Hawk County saw comparable rates of growth, with Waterloo's Limited English Proficiency (LEP) population making up a significant majority (84.3%) of the county's overall LEP population.

Conversely, the LEP population residing in Cedar Falls did not follow the same pattern as the growing foreign-born population and shrank in both size and share since 2000 at a rate of -1.4%. Notably, LEP residents who speak Spanish is only the third largest LEP language group behind groups that speak other Indo-European languages and Asian or Pacific languages.

Disability

According to the 2018-2022 5-Year American Community Survey, approximately 16.1% of the population living in Waterloo has a disability, significantly higher than the population share in Cedar Falls (10.0%) and slightly higher than the disability rate of Black Hawk County (13.8%). The most common disability type in Waterloo is difficulty with ambulatory movement. Individuals experiencing ambulatory difficulties comprise 7.4% of the city's total population. Residents experiencing cognitive difficulties constitute a slightly smaller 6.7% of the population. People with disabilities that may require extensive assistance, including independent living or self-care difficulties, make up 4.8% and 2.7% of Waterloo's population, respectively. The population of people with hearing and vision difficulties makes up 4.6% and 2.2% of the city's population, respectively.

The rate of residents who experience cognitive difficulty in Cedar Falls (18.6%) is significantly higher and more than double the rate of any other disability type within Cedar Falls, Waterloo, and across Black Hawk County. The next most common disabilities among Cedar Falls residents Following are difficulty with hearing affecting 3.5% of residents and difficulty with ambulatory movement impacting 3.0% of the population. Difficulties with Independent living impact approximately 2.3% of the population followed by vision difficulties (1.5%) and difficulty with self-care (1.1%).

Sex and Female Householders

Female residents represent a slight majority and comprise similar shares in both Waterloo (51.2%) and Cedar Falls (51.7%), as well as in Black Hawk County (51.1%). Since 2000, changes to the male-to-female ratio of residents across all three municipalities are minor with the ratio shifting towards an increase in male residents over time.

The percentage of households with female householders is highest in Waterloo with approximately 35.8% of all households having a female householder. Accordingly, shares of female-led family households with children (9.6%) and without children (3.9%) are higher in Waterloo compared to Cedar Falls where 3.5% of family households with children and 1.7% of family households without children are female-led. Conversely, shares of non-family households with a female householder in Waterloo (22.3%) are lower compared to Cedar Falls (24.6%). Black Hawk County has the lowest rate of female-led non-family households with 21.4% of households falling into this category.

Household Type

Family households in Waterloo comprise approximately 27.4% of all households; a higher rate compared to Cedar Falls where 22.7% of all households are considered family households. Conversely, the rate of married couple households is higher in Cedar Falls (18.0%) compared to married couple households in Waterloo (14.1%). Similarly, non-family households comprise nearly half of all households in Cedar Falls (46.0%) compared to a smaller share of non-family households in Waterloo (42.8%).

TABLE 1 – DEMOGRAPHIC OVERVIEW

Demographic	City o	of Waterloo		Black	Hawk Coun	ity
Indicator	#		%	#		%
Race/Ethnicity						
Non-Hispanic or Latino		62,521	92.9%		124,696	95.1%
White		44,321	65.8%		101,150	77.1%
Black		12,031	17.9%		13,529	10.3%
Asian or Pacific Islander		2,723	4.0%		4,260	3.2%
Native American		145	0.2%		219	0.2%
Other Race		223	0.3%		377	0.3%
Two or More Races		3,078	4.6%		5,161	3.9%
Hispanic or Latino		4,793	7.1%		6,448	4.9%
Total Population		67,314	100.0%		131,144	100.0%
National Origin						
#1 country of origin	Bosnia and Herzegovina	1,280	1.9%	Uganda	2,065	1.6%
#2 country of origin	Mexico	946	1.4%	Zimbabwe	1,944	1.5%
#3 country of origin	Democratic Republic of Congo (Zaire)	927	1.4%	Russia	1,704	1.3%
#4 country of origin	Thailand	421	0.6%	Australia	1,582	1.2%
#5 country of origin	Burma (Myanmar)	407	0.6%	Netherland s	1,545	1.2%
Limited English Proficie	ency (LEP) Langu	age*				
#1 LEP Language Group	Other Indo- European Ianguages	1,761	2.8%	Other Indo- European Ianguages	2,159	1.8%
#2 LEP Language Group	Spanish	1,207	1.9%	Spanish	1,379	1.1%
#3 LEP Language Group	Asian and Pacific Island languages	1,023	1.6%	Asian and Pacific Island languages	1,170	1.0%
#4 LEP Language Group	Other languages	49	0.1%	Other languages	82	0.1%
Total LEP Population		4,040	6.5%		4,790	3.9%

Age				
Under 18	15,974	23.8%	28,385	21.7%
18-64	39,886	59.3%	80,213	61.2%
65+	11,396	16.9%	22,443	17.1%
Disability Type				
Hearing difficulty	3,060	4.6%	5,555	4.3%
Vision difficulty	1,479	2.2%	2,489	1.9%
Cognitive difficulty	4,469	6.7%	1,835	1.4%
Ambulatory difficulty	4,910	7.4%	7,483	5.8%
Self-care difficulty	1,815	2.7%	2,638	2.0%
Independent living difficulty	3,182	4.8%	5,071	3.9%
Total Population with a disability	10,714	16.1%	17,954	13.8%
Sex				
Male	32,845	48.8%	64,120	48.9%
Female	34,469	51.2%	67,024	51.1%
Household Type				
Family Households				
Married Couple, Children	4,069	14.1%	8,647	16.1%
Female Householder, Children	2,792	9.6%	3,911	7.3%
Male Householder, Children	1,078	3.7%	1,508	2.8%
Married Couple, No Children	6,928	23.9%	14,676	27.3%
Female Householder, No Children	1,116	3.9%	1,615	3.0%
Male Householder, No Children	510	1.8%	921	1.7%
Non-Family Household	s			
Female Householder	6,455	22.3%	11,492	21.4%
Male Householder	5,999	20.7%	10,921	20.3%
Total Households	28,947	100.0%	53,691	100.0%

Note: All % represent a share of the total population within the jurisdiction or region named, except family type, which is out of total families. The most populous places of birth and languages at the city and regional levels may not be the same and are thus labeled separately.

Data Sources: 2020 Census DP1, DP05; 2018-2022 5-Year American Community Survey, Tables B05006, B11005, B18101 to B18107, S18102, S0101, S1601

Demographic	City of Cedar F			Black H	Black Hawk County		
Indicator	#		%	#		%	
Race/Ethnicity							
Non-Hispanic or Latino		39,548	97.1%		124,696	95.1%	
White		35,266	86.6%		101,150	77.1%	
Black		1,245	3.1%		13,529	10.3%	
Asian or Pacific Islander		1,421	3.5%		4,260	3.2%	
Native American		49	0.1%		219	0.2%	
Other Race		119	0.3%		377	0.3%	
Two or More Races		1,448	3.6%		5,161	3.9%	
Hispanic or Latino		1,165	2.9%		6,448	4.9%	
Total Population		40,713	100.0%		131,144	100.0%	
National Origin							
#1 country of origin	India	386	0.9%	Uganda	2,065	1.6%	
#2 country of origin	Pakistan	328	0.8%	Zimbabwe	1,944	1.5%	
#3 country of origin	Panama	170	0.4%	Russia	1,704	1.3%	
#4 country of origin	Mexico	142	0.3%	Australia	1,582	1.2%	
#5 country of origin	Korea	138	0.3%	Netherlands	1,545	1.2%	
Limited English Proficie	ency (LEP) Lang	Juage*					
#1 LEP Language Group	Other Indo- European Ianguages	356	0.9%	Other Indo- European Ianguages	2,159	1.8%	
#2 LEP Language Group	Asian and Pacific Island Ianguages	140	0.4%	Spanish	1,379	1.1%	
#3 LEP Language Group	Spanish	128	0.3%	Asian and Pacific Island languages	1,170	1.0%	
#4 LEP Language Group	Other languages	33	0.1%	Other languages	82	0.1%	
Total LEP Population		657	1.7%		4,790	3.9%	

Age				
Under 18	7,194	17.7%	28,385	21.7%
18-64	27,194	66.8%	80,213	61.2%
65+	6,298	15.5%	22,443	17.1%
Disability Type				
Hearing difficulty	1,397	3.5%	5,555	4.3%
Vision difficulty	596	1.5%	2,489	1.9%
Cognitive difficulty	7,509	18.6%	1,835	1.4%
Ambulatory difficulty	1,214	3.0%	7,483	5.8%
Self-care difficulty	427	1.1%	2,638	2.0%
Independent living difficulty	933	2.3%	5,071	3.9%
Total Population with a disability	4,047	10.0%	17,954	13.8%
Sex				
Male	19,655	48.3%	64,120	48.9%
Female	21,058	51.7%	67,024	51.1%
Household Type				
Family Households				
Married Couple, Children	2,780	18.0%	8,647	16.1%
Female Householder, Children	534	3.5%	3,911	7.3%
Male Householder, Children	190	1.2%	1,508	2.8%
Married Couple, No Children	4,247	27.5%	14,676	27.3%
Female Householder, No Children	260	1.7%	1,615	3.0%
Male Householder, No Children	275	1.8%	921	1.7%
Non-Family Household	sk			
Female Householder	3,804	24.6%	11,492	21.4%
Male Householder	3,356	21.7%	10,921	20.3%
Total Households	15,446	100.0%	53,691	100.0%

Note: All % represent a share of the total population within the jurisdiction or region named, except family type, which is out of total families. The most populous places of birth and languages at the city and regional levels may not be the same and are thus labeled separately.

Data Sources: 2020 Census DP1, DP05; 2018-2022 5-Year American Community Survey, Tables B05006, B11005, B18101 to B18107, S18102, S0101, S1601

TABLE 2 – DEMOGRAPHIC TRENDS

Dama guguhia Indiantas	19	1990		2000		2010	
Demographic Indicator	#	%	#	%	#	%	
	City c	of Waterloc	,				
Race/Ethnicity							
White, Non-Hispanic	55,419	80.6%	51,254	74.9%	44,321	65.8%	
Black, Non-Hispanic	9,468	13.8%	10,488	15.3%	12,031	17.9%	
Hispanic	1,806	2.6%	3,827	5.6%	4,793	7.1%	
Asian or Pacific Islander, Non- Hispanic	610	0.9%	881	1.3%	2,723	4.0%	
Native American, Non-Hispanic	132	0.2%	145	0.2%	223	0.3%	
National Origin							
Foreign-born	3,584	5.2%	4,078	6.0%	6,235	9.3%	
Limited English Proficiency							
Limited English proficiency	2,594	3.8%	2,442	3.8%	4,040	6.5%	
Age							
Under 18	16,964	24.7%	15,538	23.1%	15,974	23.8%	
18-64	41,239	60.0%	40,298	59.9%	39,886	59.3%	
65+	10,544	15.3%	11,478	17.1%	11,396	16.9%	
Sex							
Male	32,985	48.0%	32,845	48.8%	32,845	48.8%	
Female	35,762	52.0%	34,469	51.2%	34,469	51.2%	
Household Type							
Households with children	8,791	49.5%	8,384	48.7%	7,939	27.4%	

Note: All % represent a share of the total population within the jurisdiction or region for that year, except family type, which is out of total families.

Data Sources: U.S. Census 2000 SF1 Tables P027 and P035, U.S. Census 2010 SF1 Tables P29 and P39, HUD Affirmatively Furthering Fair Housing Data and Mapping Tool, AFFHT0004, Released Nov 2017, https://egis.hud.gov/affht/

Danagumhia Indiantar	19	90	2000		2010	
Demographic Indicator	#	%	#	%	#	%
	City of	Cedar Fal	ls			
Race/Ethnicity						
White, Non-Hispanic	34,207	94.6%	36,193	92.2%	35,266	86.6%
Black, Non-Hispanic	558	1.5%	794	2.0%	1,245	3.1%
Hispanic	389	1.1%	771	2.0%	1,165	2.9%
Asian or Pacific Islander, Non- Hispanic	589	1.6%	880	2.2%	1,421	3.5%
Native American, Non-Hispanic	49	0.1%	43	0.1%	49	0.1%
National Origin						
Foreign-born	975	2.7%	1,311	3.4%	2,002	4.9%
Limited English Proficiency						
Limited English proficiency	666	1.9%	801	2.1%	657	1.7%
Age						
Under 18	6,497	18.1%	7,874	19.6%	7,194	17.7%
18-64	25,030	69.9%	25,268	62.9%	27,194	66.8%
65+	4,295	12.0%	7,000	17.4%	6,298	15.5%
Sex						
Male	16,969	46.9%	19,655	48.3%	19,655	48.3%
Female	19,176	53.1%	21,058	51.7%	21,058	51.7%
Household Type						
Households with children	3,563	47.1%	3,582	44.3%	3,504	22.7%

Note: All % represent a share of the total population within the jurisdiction or region for that year, except family type, which is out of total families.

Data Sources: U.S. Census 2000 SF1 Tables P027 and P035, U.S. Census 2010 SF1 Tables P29 and P39, HUD Affirmatively Furthering Fair Housing Data and Mapping Tool, AFFHT0004, Released Nov 2017, https://egis.hud.gov/affht/

	1990)	2000		2010						
Demographic Indicator	#	%	#	%	#	%					
	Black Hawk County										
Race/Ethnicity											
White, Non-Hispanic	112,223	87.7%	109,968	83.9%	101,150	77.1%					
Black, Non-Hispanic	10,108	7.9%	11,493	8.8%	13,529	10.3%					
Hispanic	2,359	1.8%	4,907	3.7%	6,448	4.9%					
Asian or Pacific Islander, Non- Hispanic	1,297	1.0%	1,860	1.4%	4,260	3.2%					
Native American, Non- Hispanic	201	0.2%	209	0.2%	219	0.2%					
National Origin											
Foreign-born	4,779	3.7%	5,726	4.4%	8,441	6.4%					
Limited English Proficiency											
Limited English proficiency	3,461	2.9%	3,299	2.7%	4,790	3.9%					
Age											
Under 18	29,545	23.3%	28,617	22.2%	28,385	21.7%					
18-64	79,202	62.5%	76,969	59.7%	80,213	61.2%					
65+	17,899	14.1%	23,265	18.1%	22,443	17.1%					
Sex											
Male	61,458	48.0%	64,120	48.9%	64,120	48.9%					
Female	66,554	52.0%	67,024	51.1%	67,024	51.1%					
Household Type											
Households with children	15,515	48.5%	14,826	46.2%	14,066	26.2%					

Note: All % represent a share of the total population within the jurisdiction or region for that year, except family type, which is out of total families.

Data Sources: U.S. Census 2000 SF1 Tables P027 and P035, U.S. Census 2010 SF1 Tables P29 and P39, HUD Affirmatively Furthering Fair Housing Data and Mapping Tool, AFFHT0004, Released Nov 2017, https://egis.hud.gov/affht/

RACIALLY AND ETHNICALLY CONCENTRATED AREAS OF POVERTY

This study uses a methodology developed by HUD that combines demographic and economic indicators to identify racially or ethnically concentrated areas of poverty (RECAPs). These areas are defined as census tracts that have an individual poverty rate of 40% or more (or an individual poverty rate that is at least 3 times that of the tract average for the metropolitan area, whichever is lower) and a non-white population of 50% or more. Using a metric that combines demographic and economic indicators helps to identify a jurisdictions' most vulnerable communities.

The racial and ethnic composition of neighborhoods with concentrations of poverty is disproportionate relative to the U.S. population overall. According to the U.S. Department of Health and Human Services, Black and Hispanic populations comprise nearly 80% of the population living in areas of concentrated poverty in metropolitan areas, but only account for 42.6% of the total poverty population in the U.S.⁵ Overrepresentation of these groups in areas of concentrated poverty can exacerbate disparities related to safety, employment, access to jobs and quality education, and conditions that lead to poor health.

Identification of RECAPs is significant in determining priority areas for reinvestment and services to ameliorate conditions that negatively impact RECAP residents and the larger region. Since 2000, the prevalence of concentrated poverty in America has expanded by nearly 75% in both population and number of neighborhoods. The majority of concentration of poverty is within the largest metro areas, but suburban regions have experienced the fastest growth rate.⁶

There is currently one (1) census tract that is designated as a RECAP in the Waterloo/Cedar Falls HOME Consortium. The RECAP census tract is located in Downtown Waterloo. The share of residents living below the poverty line in this tract (40.8%) is one of the highest in Waterloo/Cedar Falls Consortium and exceeds the 40% threshold for the tract to be designated as a RECAP tract.

Approximately 1,517 residents reside in the RECAP tract and account for 2.2% of Waterloo's total population. Black residents comprise 31.6% of this census tract. Hispanic residents are the second largest racial or ethnic minority group within the RECAP tract accounting for 13.6% of the tract's population. Residents who identify as some other race

⁵ United States, Department of Health and Human Services, Office of the Assistant Secretary for Planning and Evaluation. "Overview of Community Characteristics in Areas with Concentrated Poverty." ASPE Issue Brief, May 2014, https://aspe.hhs.gov/system/files/pdf/40651/rb_concentratedpoverty.pdf.

⁶ Kneebone, Elizabeth. "The Growth and Spread of Concentrated Poverty, 2000 to 2008-2012." The Brookings Institution, 29 July 2016, www.brookings.edu/interactives/the-growth-and-spread-of-concentrated-poverty-2000-to-2008-2012/.

and Asian or Pacific Islander residents represent smaller segments of the tract's population comprising 4.4% and 2.1% of the population, respectively. The foreign-born population makes up a small fraction of the population in Waterloo's RECAP census tract, with residents originating from Mexico comprising the largest share of foreign-born residents, representing 4.5% of the tract's population. There are few residents from El Salvador and Bosnia and Herzegovina residing in the RECAP tract, comprising 0.5% and 0.2% of the population, respectively.

TABLE 3 – RECAP CENSUS TRACTS IN NORTH WATERLOO

Demographic Indicator	Waterloo/Cedar Falls HOME Consorti RECAP Tracts				
<u> </u>	#		%		
Race/Ethnicity					
Total Population in RECAPs		1,517	-		
White, Non-Hispanic		918	60.5%		
Black or African American, Non-Hispanic		480	31.6%		
Hispanic		206	13.6%		
Asian or Pacific Islander, Non-Hispanic		32	2.1%		
Native American, Non-Hispanic		0	0.0%		
Other, Non-Hispanic		67	4.4%		
National Origin					
Foreign-Born Population					
Mexico		69	4.5%		
El Salvador		8	0.5%		
Bosnia and Herzegovina		3	0.2%		

Data Sources: 2018-2022 5-Year American Community Survey, Tables B03002, B17001, and B05006

Figures 1 and 2 on the following pages map poverty rates across the Waterloo/Cedar Falls Consortium overlaid with dots representing the race, ethnicity, and national origin of residents. In both figures, shading on the maps indicate poverty levels with darker shading representing census tracts with higher poverty rates. The highest levels of poverty in Waterloo occur in or near Downtown Waterloo. Figure 1 indicates distinct concentrations of Black residents in census tracts with higher rates of poverty, particularly north of Downtown where the historically Black neighborhood of Smokey Row is located. The residential concentrations of Hispanic residents are less clear; however, there are indications that Hispanic populations are clustered in areas of higher poverty, particularly in the eastern region of Waterloo. Figure 2 shows concentrated patterns of foreign-born residents from Bosnia, Burma, and Thailand in high poverty census tracts; however, these concentrations are not located in census tracts with the highest poverty rates.

FIGURE 1 – POVERTY RATES WITH RACE AND ETHNICITY IN THE WATERLOO/CEDAR FALLS HOME CONSORTIUM, 2018-2022

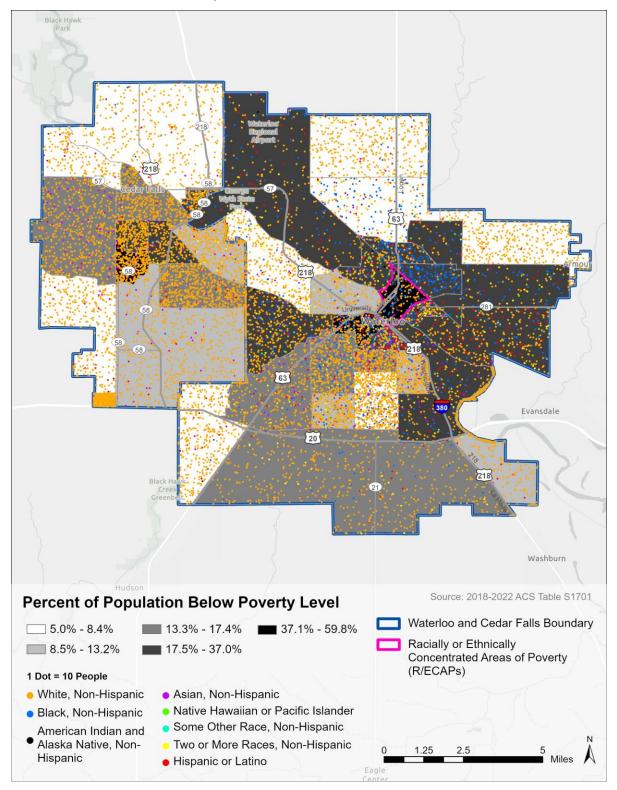
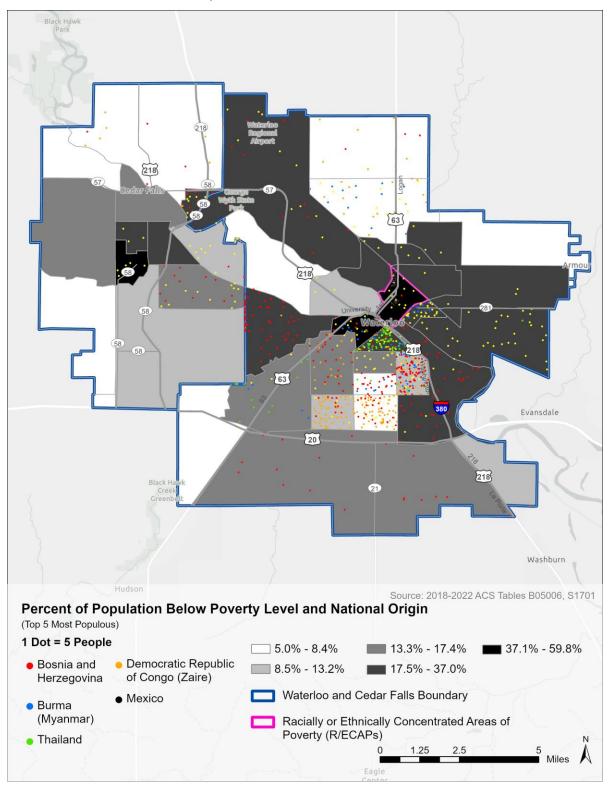


FIGURE 2 – POVERTY RATES AND NATIONAL ORIGIN IN THE WATERLOO/CEDAR FALLS HOME CONSORTIUM, 2018-2022



CHAPTER 4. SEGREGATION AND INTEGRATION

Communities experience varying levels of segregation between different racial, ethnic, and socioeconomic groups. High levels of residential segregation often lead to conditions that exacerbate inequalities among population groups within a community. Increased concentrations of poverty and unequal access to jobs, education, and other services are some of the consequences of high residential segregation.⁷

Federal housing policies and discriminatory mortgage lending practices prior to the Fair Housing Act of 1968 not only encouraged segregation, but mandated restrictions based on race in specific neighborhoods. The Fair Housing Act of 1968 outlawed discriminatory housing practices, but did little to address the existing segregation and inequalities. Other federal housing policies and programs, like Section 8, have been implemented in an effort to ameliorate the negative effects of residential segregation and reduce concentrations of poverty. Despite these efforts, the repercussions of the discriminatory policies and practices continue to have a significant impact on residential patterns today.

RACE AND ETHNICITY

To illustrate demographic trends over time, Figures 3 through 5 map the Waterloo/Cedar Falls HOME Consortium's population by race and ethnicity using data from the 2000 Census and the 5-Year American Community Survey datasets from 2006-2010 and 2018-2022. The most densely populated areas in Waterloo are south of the Cedar River and Downtown Waterloo. Similarly, the most densely populated neighborhoods in Cedar Falls are located south of the downtown district with a smaller area that is more densely populated than neighborhoods in Waterloo.

Areas with high populations in Waterloo are more racially and ethnically diverse compared to Cedar Falls; however, clear patterns of concentration and segregation exist in Waterloo. Historical data indicates increasing racial and ethnic diversification of Waterloo's population, but also among populations residing in Cedar Falls although at a slower rate. There are strong patterns shown in Figures 3 through 5 that suggest high levels

⁷ Massey, D. (1990). American Apartheid: Segregation and the Making of the Underclass. *American Journal of Sociology*, 96(2), 329-357. Retrieved from http://www.istor.org/stable/2781105

of segregation between white and Black populations in Waterloo since 2000. Population distribution patterns by race and ethnicity show a strong concentration of Black residents located in neighborhoods north of the Cedar River and Downtown Waterloo. Geographic distribution of white residents has remained mostly unchanged since 2000; however, residential patterns of Black residents have become more concentrated in neighborhoods immediately north of Downtown Waterloo.

FIGURE 3 – POPULATION BY RACE AND ETHNICITY IN WATERLOO/CEDAR FALLS HOME CONSORTIUM, 2018-2022

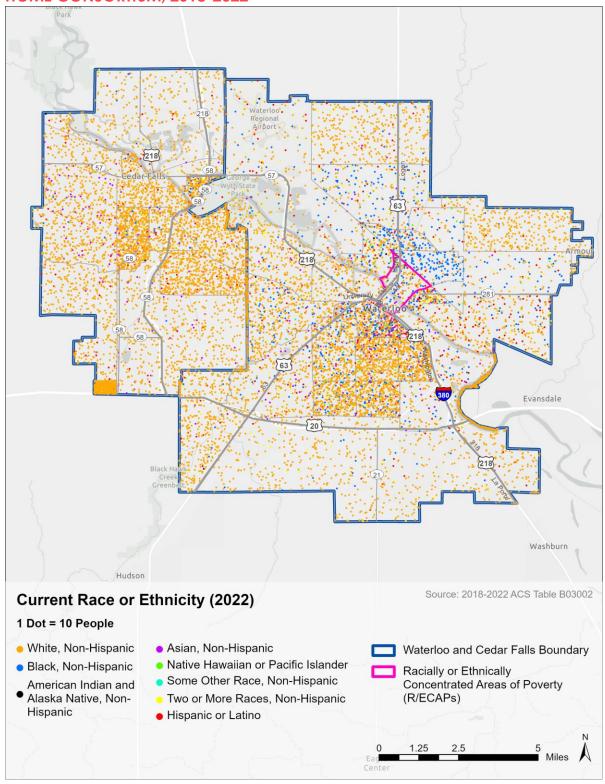


FIGURE 4 – POPULATION BY RACE AND ETHNICITY IN WATERLOO/CEDAR FALLS HOME CONSORTIUM, 2006-2010

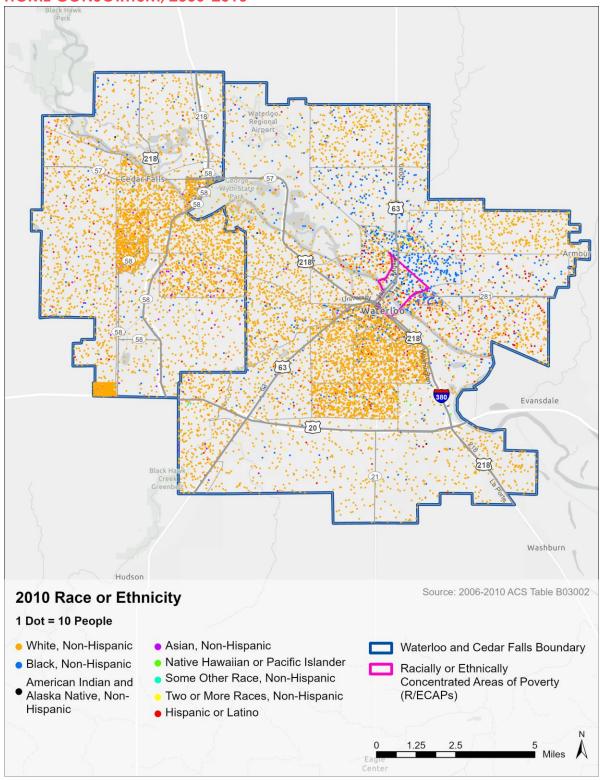
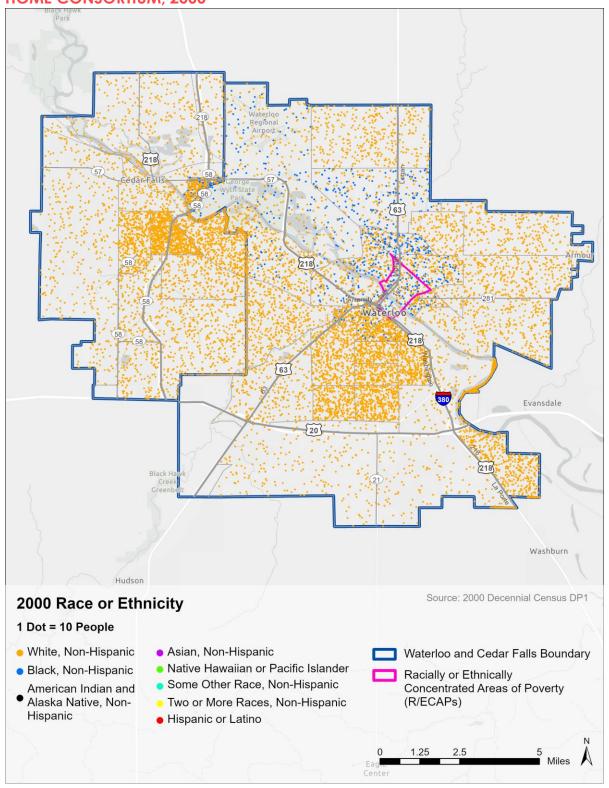


FIGURE 5 – POPULATION BY RACE AND ETHNICITY IN WATERLOO/CEDAR FALLS HOME CONSORTIUM, 2000



SEGREGATION LEVELS

In addition to visualizing the racial and ethnic composition of the area with the preceding maps, this study also uses a statistical analysis – referred to as dissimilarity – to evaluate how residential patterns vary by race and ethnicity, and how these patterns have changed since 1990. The Dissimilarity Index (DI) indicates the degree to two groups living in a region are similarly geographically distributed. Segregation is lowest when the geographic patterns of each group are the same. For example, segregation between two groups in a city or county is minimized when the population distribution by census tract of the first group matches that of the second. Segregation is highest when no members of the two groups occupy a common census tract. The proportion of the minority population group can be small and still not segregated if evenly spread among tracts or block groups.

Evenness is not measured in an absolute sense, but is scaled relative to the other group. Dissimilarity Index values range from 0 (complete integration) to 100 (complete segregation). HUD identifies a DI value below 40 as low segregation, a value between 40 and 54 as moderate segregation, and a value of 55 or higher as high segregation. The DI represents the proportion of one group that would have to change its area of residence to match the distribution of the other.

The table below shares the dissimilarity indices for three pairings in the Waterloo/Cedar Falls Consortium as a whole, and in the larger Waterloo/Cedar Falls region as designated by HUD. This table presents values for 1990, 2000, and 2010, all calculated using census tracts as the area of measurement. The "block group" figure is calculated using block groups as the area of measurement. Because block groups are smaller geographies, they measure segregation at a finer grain than analyses that use census tracts and, as a result, often indicate slightly higher levels of segregation than tract-level calculations. This assessment begins with a discussion of segregation at the tract-level from 1990 through 2010, and then examines the 2010 figure calculated using block groups.

The dissimilarity indices calculated for each pairing in Waterloo show high levels of segregation between Black and white populations throughout the period between 1990 and 2010. DI values decreased from 69.3 in 1990 to 56.9 in 2010 indicating declining segregation; however, DI values at the tract and block group level for 2010 exceed the threshold for high segregation levels. The Hispanic/white pairing indicates growing segregation among Hispanic and white residents in the Consortium. The DI value for the Hispanic/white pairing doubled in 2000 and exceeded the designated threshold

⁸ Iceland, John and Erika Steinmetz. 2003. *The Effects of Using Block Groups Instead of Census Tracts When Examining Residential Housing Patterns*. U.S. Census Bureau, Washington DC: US. Accessed via https://www.census.gov/hhes/www/housing/resseg/pdf/unit_of_analysis.pdf.

This study of the effect of using census block groups instead of tracts to examine housing pattern in 331 metropolitan areas throughout the U.S. indicated that index scores were modestly higher when using block groups, by an average of 3.3 points for all metro area dissimilarity scores.

indicating moderate segregation. The increase in DI value between 2000 and 2010 is less drastic; however, DI values continue to indicate moderate segregation in 2010 at the tract and block group level. DI values for the Asian or Pacific Islander/white pairing are the only that remain consistently within the range indicating low levels of segregation among Asian or Pacific Islander and white populations in the Consortium

DI values calculated for the greater Waterloo/Cedar Falls Region show only moderate levels of segregation among Black and white populations; however, segregation levels among Hispanic/white and Asian or Pacific Islander/white pairings are significantly higher to pairings within the Consortium. DI values for the Hispanic/white pairing (60.2) at the regional level exceed the threshold indicating high levels of segregation. show significant difference between segregation levels. To a lesser extent, DI values for Asian or Pacific Islander/white pairings are significantly higher at the regional level and surpass the threshold to indicate moderate levels of segregation in the region.

TABLE 4 – RACIAL AND ETHNIC DISSIMILARITY TRENDS

Race/Ethnicity	Census Tracts	Block Groups				
Ruce/Ellillicity	1990	2000	2010	2010		
Waterloo/Cedar Falls Consortium						
Black/White	68.1	63.9	56.9	60.8		
Hispanic/White	21.9	40.3	42.7	43.0		
Asian or Pacific Islander/White	29.4	22.8	25.9	30.5		
Waterloo/Cedar Falls Region						
Black/White	57.6	54.9	48.2	52.1		
Hispanic/White	71.6	68.1	60.2	65.5		
Asian or Pacific Islander/White	26.2	40.0	42.6	44.1		

Data Source: HUD Affirmatively Furthering Fair Housing Data and Mapping Tool, AFFHT0004, Released November 2017, https://egis.hud.gov/affht/

NATIONAL ORIGIN AND LIMITED ENGLISH PROFICIENCY POPULATION

Settlement patterns of immigrants significantly impact the composition and landscape of communities across the United States. Large central cities have the largest population of foreign-born residents, but suburban areas are experiencing rapid growth of foreign-

born populations recently. Clusters of immigrants of the same ethnicity form for a variety of reasons. Social capital in the form of kinship ties, social network connections, and shared cultural experiences often draw new immigrants to existing communities. Settling in neighborhoods with an abundance of social capital is less financially burdensome for immigrants and provides opportunities to accumulate financial capital through employment and other resources that would otherwise be unattainable. 10

Populations with limited English proficiency (LEP) are typically composed of foreign-born residents that originate from countries where English is not the primary language, however, a substantial portion (19%) of the national LEP population is born in the United States. Nationally, the LEP population has lower levels of education and is more likely to live in poverty compared to the English proficient population.¹¹ Recent studies have also found that areas with high concentrations of LEP residents have lower rates of homeownership.¹²

Communities of people sharing the same ethnicity and informal networks are able to provide some resources and opportunities, but numerous barriers and limited financial capital influence residential patterns of foreign-born and LEP populations.

Figure 6 shows distinct concentrations of foreign-born residents mostly residing in Waterloo. There are strong concentrations of residents originating from Bosnia and Herzegovina, Burma, Thailand, and the Democratic Republic of Congo. The densest concentration of residents from Bosnia and Herzegovina is located in a residential neighborhood southeast of downtown between East Ridgeway Avenue and Hammond Avenue where Burmese residents are also concentrated. Less dense concentrations of populations from Bosnia and Herzegovina are found in the western parts of Waterloo and nearby in southeast Cedar Falls. The majority of Waterloo's Thai population is located south of West 5th Street and north of Williston Avenue. Congolese residents reside in a residential area in south Waterloo bound by Ridgeway Avenue, Hammond Avenue, San Marnan Drive, and Ansborough Avenue. Although more spatially widespread, the population of residents from Mexico live mostly in neighborhoods near Downtown Waterloo and north of the Cedar River along Independence Avenue.

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⁹ James, F., Romine, J., & Zwanzig, P. (1998). The Effects of Immigration on Urban Communities. Cityscape, 3(3), 171-192.

¹⁰ Massey, D. (1999). Why Does Immigration Occur?: A Theoretical Synthesis. In Hirschman C., Kasinitz P., & DeWind J. (Eds.), *Handbook of International Migration, The: The American Experience* (pp. 34-52). Russell Sage Foundation.

¹¹ Zong, J. & Batalova, J. (2015). "The Limited English Proficient Population in the United States" Migration Information Source. Retrieved: http://www.migrationpolicy.org/article/limited-english-proficient-population-united-states

¹² Golding, E., Goodman, L., & Strochack, S. (2018). "Is Limited English Proficiency a Barrier to Homeownership." Urban Institute. Retrieved: https://www.urban.org/research/publication/limited-english-proficiency-barrier-homeownership

The residential patterns displayed in Figure 7 illustrate that the geographic distribution of residents with limited English proficiency (LEP) closely mirrors the locations of the foreign-born population in Waterloo and Cedar Falls. The lack of an LEP population in Waterloo that coincides with the concentrations of foreign-born residents from Bosnia and Herzegovina, and to a lesser extent the Democratic Republic of Congo, is an indication of the population's proficiency with the English language. Notably, the LEP population in Cedar Falls seems significantly smaller compared to the foreign-born population of Cedar Falls.

FIGURE 6 - NATIONAL ORIGIN

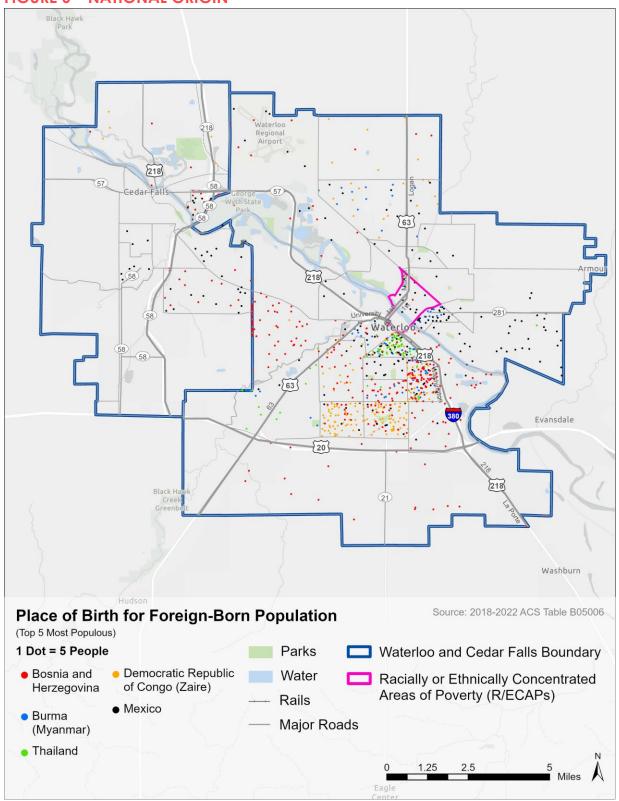
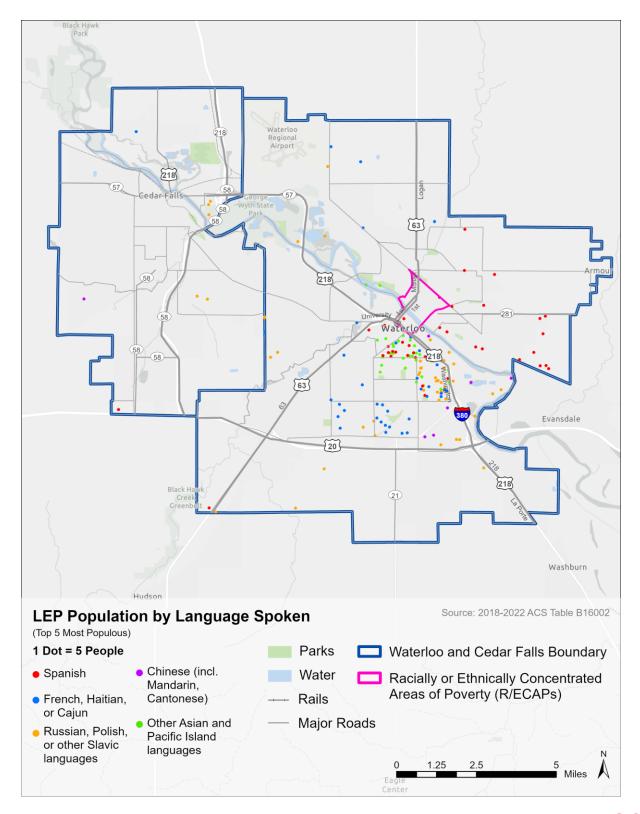


FIGURE 7 - POPULATION WITH LIMITED ENGLISH PROFICIENCY



CHAPTER 5. ACCESS TO OPPORTUNITY

Where people live shapes prospects for economic mobility, as well as access to quality education, affordable transportation, a healthy environment, and fresh, affordable food. For protected classes, such as people of color or with disabilities, neighborhood or housing choices are often limited by factors such as discrimination in housing markets or public policies that result in concentrated poverty, disinvestment, and a lack of affordable housing in neighborhoods with access to proficient schools and jobs that pay a living wage. In this way, limited housing choice reduces access to opportunity for many protected classes.

It is important to understand opportunity, as used in this context, as a subjective quality. Typically, it refers to access to resources like employment, quality education, healthcare, childcare, and other services that allow individuals and communities to achieve a high quality of life. However, research on this subject has found perceptions of opportunity follow similar themes but are prioritized differently by different groups. Racial and ethnic minorities, low-income groups, and residents of distressed neighborhoods identified job access, employment, and training as important opportunities while white residents, higher income groups, and residents of wealthier neighborhoods more often identified sense of community, social connections among neighbors, freedom of choice, education, and retirement savings.¹³

Proximity is often used to indicate levels of access to opportunity; however, it would be remiss to consider proximity as the only factor in determining level of access. Access to opportunity is also influenced by social, economic, and cultural factors, thus making it difficult to accurately identify and measure. HUD conducted research regarding Moving to Opportunity for Fair Housing (MTO) to understand the impact of increased access to opportunity. Researchers found residents who moved to lower-poverty neighborhoods experienced safer neighborhoods and better health outcomes, but there was no significant change in educational outcomes, employment, or income.¹⁴ However, recent

¹³ Lung-Amam, Willow S., et al. "Opportunity for Whom? The Diverse Definitions of Neighborhood Opportunity in Baltimore." *City and Community*, vol. 17, no. 3, 27 Sept. 2018, pp. 636-657, doi:10.1111/cico.12318.

¹⁴ Moving to Opportunity for Fair Housing Demonstration Program: Final Impacts Evaluation. U.S. Department of Housing and Urban Development, Office of Policy Development and Research, www.huduser.gov/portal//publications/pdf/MTOFHD_fullreport_v2.pdf.

studies show the long-term effects of MTO on the educational attainment of children who were under the age of 13 are overwhelmingly positive, including improved college attendance rates and higher incomes. On the other hand, children who were over the age of 13 show negative long-term impacts from MTO.¹⁵

The strategy to improve access to opportunities through housing and community development programs has been two-pronged. Tenant-based housing vouchers allow recipients mobility to locate in lower-poverty areas, while programs such as the Community Development Block Grant and Choice Neighborhoods Initiative provide funds to increase opportunities in disadvantaged neighborhoods.

EMPLOYMENT AND WORKFORCE DEVELOPMENT

Neighborhoods with high numbers of jobs nearby are often assumed to have good access to those jobs. However, other factors--transportation options, the types of jobs available in the area, or the education and training necessary to obtain them--may also shape residents' access to available jobs. For example, residents of a neighborhood in close proximity to a high number of living-wage jobs may not have the skills or education required for those jobs, and thus may continue to experience high levels of unemployment, work in low-wage positions, or need to commute long distances to access employment. This section analyzes indicators of both labor market engagement and jobs proximity, which, when considered together, offer a better indication of how accessible jobs are for residents.

Labor Market Engagement

Educational attainment, labor force participation, and unemployment are indicators of residents' engagement with the labor market. In Waterloo and Cedar Falls, 22.9% and 49.1% of residents aged 25 and over have bachelor's degrees or higher, respectively. Residents in central and south Cedar Falls tend to have the highest levels of educational attainment, while educational attainment tends to be lowest in north Waterloo, (see Figure 8). Only one census tract in Waterloo has a population of over 43.2% to 59.9% where those aged 25 and older have a bachelor's degree or higher. The one RECAPs tract in Waterloo-Cedar Falls is located in Waterloo and has the lowest level of educational attainment with only 8% to 11.9% of residents holding a bachelor's degree or higher. The southern tracts in Waterloo have a higher share of residents with a bachelor's degree or higher ranging from 29.5% to 43.1%.

¹⁵ Chetty, Raj, Nathaniel Hendren, and Lawrence F. Katz. 2016. "The Effects of Exposure to Better Neighborhoods on Children: New Evidence from the Moving to Opportunity Experiment." *American Economic Review*, 106 (4): 855-902. https://scholar.harvard.edu/files/hendren/files/mto paper.pdf

Evansdale Washburn Source: 2018-2022 ACS Table S1501 Percent of Population Aged 25+ with a Bachelor's Degree or Higher Waterloo and Cedar Falls Boundary 43.2% - 59.9% 8% - 11.9% 18.2% - 29.4% Racially or Ethnically 12% - 18.1% 29.5% - 43.1% Concentrated Areas of Poverty (R/ECAPs) 1 Dot = 10 People White, Non-Hispanic Asian, Non-Hispanic Native Hawaiian or Pacific Islander • Black, Non-Hispanic Some Other Race, Non-Hispanic American Indian and Alaska Native, Non- Two or More Races, Non-Hispanic 1.25 Hispanic Hispanic or Latino

Eagle

FIGURE 8 - EDUCATIONAL ATTAINMENT + RACE/ ETHNICITY

Data on educational attainment by race and ethnicity also show that education varies by race, ethnicity, and geography (see Figure 9). The share of residents with bachelor's degrees or higher is lowest among residents of Waterloo. American Indian/Alaska Native residents have the lowest educational attainment level with 3.7%, followed by Native Hawaiian and Other Pacific Islander (5.3%, see Figure 9). In Cedar Falls, 0% of American Indian/Alaska Native residents a bachelor's degree or higher. Black residents also the second least likely of all racial and ethnic groups in Cedar Falls to have a bachelor's degree or higher, (4.3%).

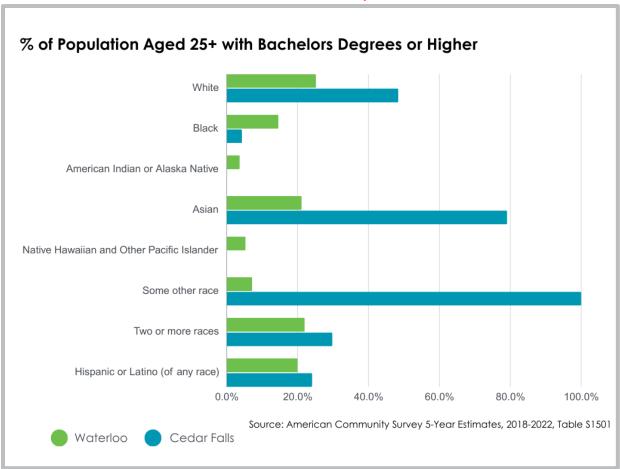


FIGURE 9 - EDUCATIONAL ATTAINMENT BY RACE/ ETHNICITY

An estimated 65.2% of the population in Waterloo, 69.6% of the population in Cedar Falls, and 66.5% of the population in Black Hawk County participates in the labor force (ACS 5-Year Estimates, 2018-2022, for population aged 16 and over). As with educational attainment, geographic disparities exist, with the labor force participation rate typically ranging from 40.5% to 51.6% in census tracts across the region. Residents in parts of central Waterloo and Cedar Falls tend to participate in the labor force at the highest levels. In Waterloo, participation tends to be lowest in the RECAPs tract where 40.5% to 51.6% of residents aged 16 and over participate in the labor force (see Figure 10). In Cedar Falls,

participation tends to be lower in the north portion of the city with rates ranging between 51.7% to 62.2%.

218 63 63 Evansdale Washburn Source: 2018-2022 ACS Table S2301 Percent of Population Aged 16+ in Labor Force Waterloo and Cedar Falls Boundary 40.5% - 51.6% 62.3% - 67.6% 73.5% - 83.9% Racially or Ethnically 51.7% - 62.2% 67.7% - 73.4% Concentrated Areas of Poverty (R/ECAPs) 1 Dot = 10 People White, Non-Hispanic Asian, Non-Hispanic Native Hawaiian or Pacific Islander • Black, Non-Hispanic Some Other Race, Non-Hispanic American Indian and Alaska Native, Non-Two or More Races, Non-Hispanic 1.25 Hispanic Hispanic or Latino

FIGURE 10 - LABOR FORCE PARTICIPATION + RACE/ ETHNICITY

Some variation exists in labor force participation by race and ethnicity across the region. Labor force participation is highest among residents of Cedar Falls, except for those who identify as two or more races and Hispanic/Latino residents whom have higher participation rates in Waterloo. In Cedar Falls, Native Hawaiian/Other Pacific Islander residents have the highest participation rate (100.0%), while Hispanic/Latino residents have the lowest (60.5%). In Waterloo, Hispanic/Latino residents have the highest rate of people aged 16 and older participating in the labor force (83.1%), while white residents have the lowest rate (62.6%, See Figure 11).

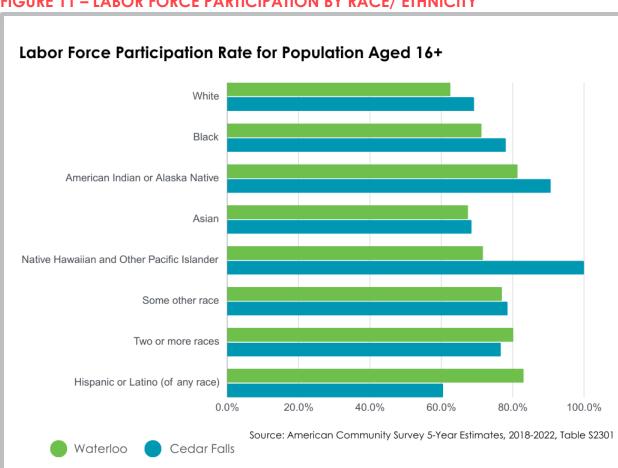
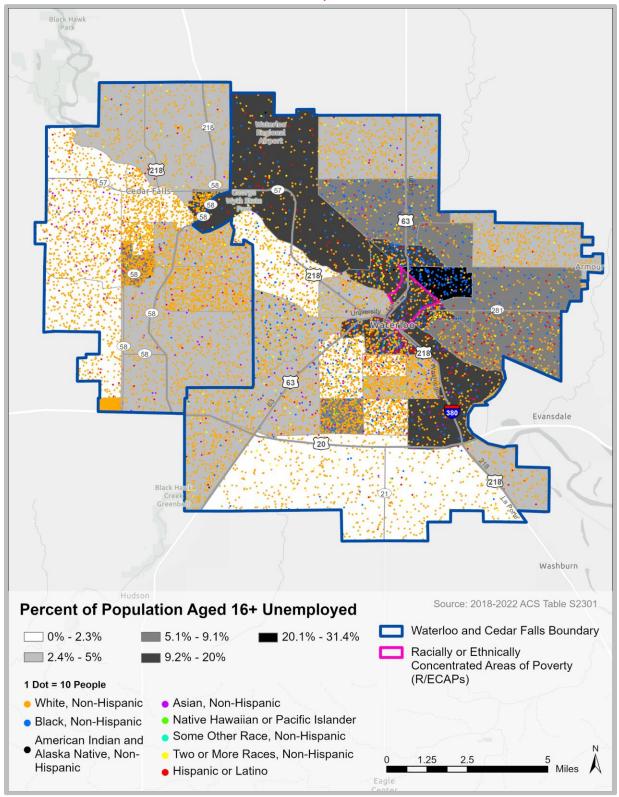


FIGURE 11 - LABOR FORCE PARTICIPATION BY RACE/ ETHNICITY

An estimated 7.1% of the population in Waterloo, 3.0% of the population in Cedar Falls, and 5.2% of the population in Black Hawk County was unemployed as of the American Community Survey five-year estimates for 2018-2022 (population aged 16 and over). As with educational attainment and labor force participation, unemployment varies across the region, ranging from less than 2.3% in many tracts in central and west Cedar Falls and west and south Waterloo, to more than 31.4% in several tracts in central and north Waterloo (see Figure 12). Unemployment rates in Waterloo census tracts are overall higher than in Cedar Falls.

FIGURE 12 – UNEMPLOYMENT RATE + RACE/ ETHNICITY



Variations in unemployment rates exist across racial and ethnic groups. In Waterloo, Black residents tend to experience the highest rate of unemployment (19.7%) while white and Asian residents have the lowest rates (3.6% and 3.5%, respectively). In Cedar Falls, those with two or more races have the highest unemployment rate of 11.5%.

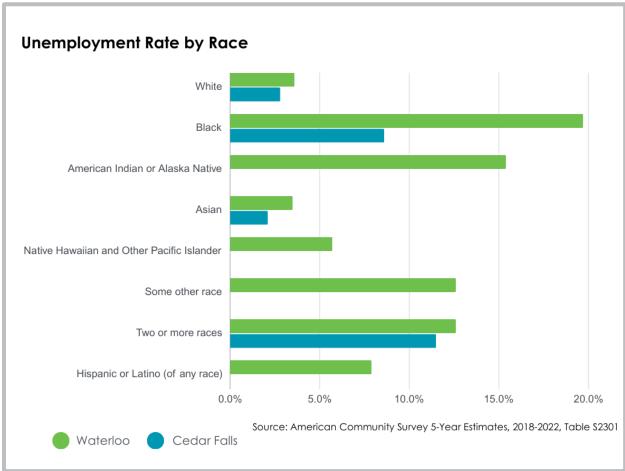


FIGURE 13 – UNEMPLOYMENT BY RACE/ ETHNICITY

Household income is another indicator of access to employment and jobs that pay living wages. The American Community Survey estimates median household income at \$54,104 in Waterloo, \$71,011 in Cedar Falls, \$62,329 in Black Hawk County. Median household incomes in the region tend to be lowest in central Waterloo within and around the RECAPs tract where median incomes are as low as \$20,483 to \$36,806. Median incomes are highest in north-west and south-west Cedar Falls and south-west Waterloo where incomes are as high as \$93,463 .01 to \$138,627. Tracts with the highest median incomes tend to have high percentages of white residents and lower percentages of residents of other races (see Figure 14).

63 Evansdale

FIGURE 14 - MEDIAN HOUSEHOLD INCOME + RACE/ ETHNICITY

Median Household Income

1 Dot = 10 People

Hispanic

White, Non-Hispanic

Black, Non-Hispanic

American Indian and Alaska Native, Non-

\$36,806.01 - \$51,413.00 \$65,840.01 - \$93,463.00

\$20,483.00 - \$36,806.00 \$51,413.01 - \$65,840.00 \$93,463.01 - \$138,627.00

Asian, Non-Hispanic

Hispanic or Latino

 Native Hawaiian or Pacific Islander Some Other Race, Non-Hispanic

Two or More Races, Non-Hispanic



Washburn

Source: 2018-2022 ACS Table S1903

Boundary

1.25

Eagle

Racially or Ethnically Concentrated Areas of

Poverty (R/ECAPs)

Waterloo and Cedar Falls

In Waterloo, household incomes tend to be highest among American Indian/Alaska Native residents (\$75,583) and lowest among Black residents (\$34,138). In Cedar Falls, Asian residents have the highest median income (\$105,714) while Hispanic/Latino residents have the lowest (\$43,864).

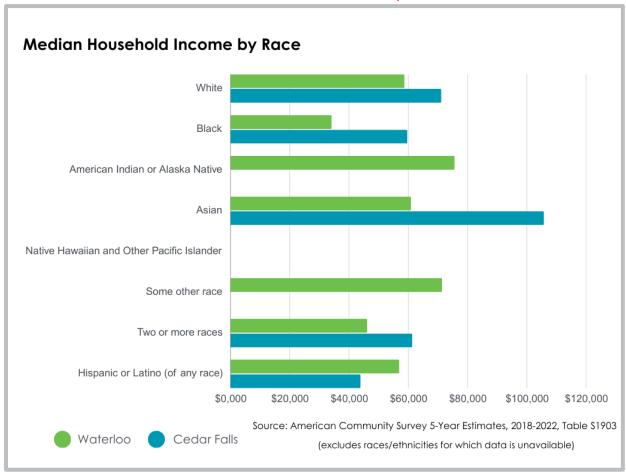


FIGURE 15 – MEDIAN HOUSEHOLD INCOME BY RACE/ ETHNICITY

Low median household incomes in some of the region's census tracts highlight the fact that many households may not have sufficient incomes to afford basic needs. Costs for a family of two working adults and one child in Waterloo-Cedar Falls, including housing, childcare, healthcare, food, transportation, taxes, and other miscellaneous costs, require an annual income of \$71,960 (after taxes).¹⁶

Yet, 17.1% of primary jobs held by Waterloo-Cedar Falls residents pay \$1,250 per month or less (\$15,000 or less per year). An estimated 28.0% of primary jobs held by Waterloo-Cedar Falls residents pay between \$1,251 and \$3,333 (between \$15,000 and \$39,996 per

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¹⁶ MIT Living Wage Calculator. (2024). Retrieved from: https://livingwage.mit.edu/

year),¹⁷ indicating that a high proportion of residents may have difficulty affording basic living expenses.

Jobs Proximity

Mapping locations of jobs in the region shows that jobs tend to be clustered in parts of central and northern Waterloo. In Cedar Falls, jobs are clustered in the southern portion of Cedar Falls. There are fewer jobs in north Cedar Falls and in north-east Waterloo, (See Figure 16).

Residents and stakeholders who participated in this planning process noted that a lack of public transportation throughout Waterloo and Cedar Falls is often a barrier for residents in accessing employment. In particular, residents and stakeholders noted that employers in Waterloo-Cedar Falls often have difficulty attracting and maintaining employees because of the lack of affordable housing and public transportation in the county, which makes it difficult for lower-income residents to move to the area or commute in for work.

Longitudinal Employer-Household Dynamics data also indicates that a high proportion of workers living in each jurisdiction work outside of their city of residence. An estimated 46.6% of workers living in Waterloo and 64.6% of workers living in Cedar Falls work outside of the city in which they live.

Similarly, high proportions of jobs in each jurisdiction are held by workers who live outside the area. An estimated 64.9% of workers who hold jobs in Waterloo live outside of the city, and 74.3% of workers who hold jobs in Cedar Falls live outside the city.

This data further demonstrates that lack of access to vehicles and low levels of public transportation access may be barriers for a high proportion of residents in accessing employment, which for many residents includes commutes across city lines. Overall, labor market engagement and job proximity indicators, combined with data on cost of living in the region, indicate disparities in access to opportunity among protected classes.

¹⁷ Longitudinal Employer-Household Dynamics data. Home Area Profile Analysis. Retrieved from: https://onthemap.ces.census.gov/

FIGURE 16: JOBS PROXIMITY IN THE WATERLOO-CEDAR FALLS CONSORTIUM REGION

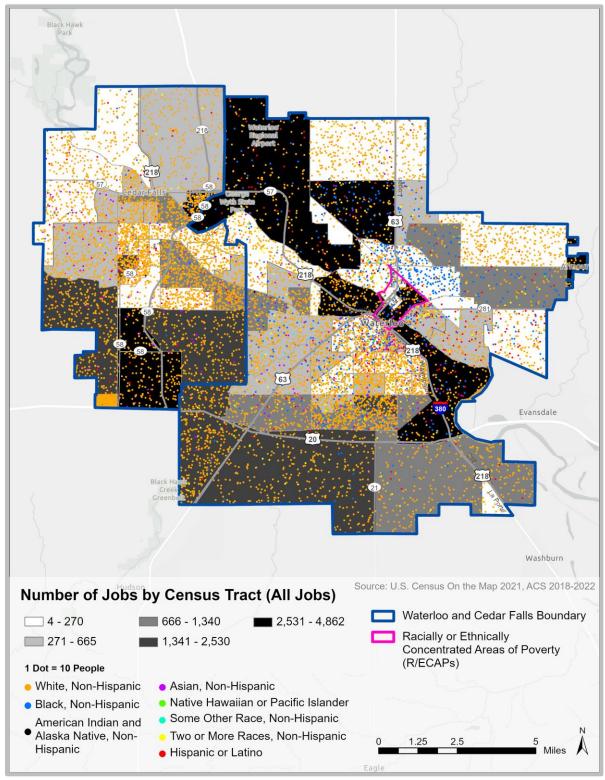


TABLE 5 – INFLOW AND OUTFLOW OF WORKERS (PRIMARY JOBS), 2021

Inflow and Outflow of Workers	Number	Percent
Living in Waterloo	28,465	100.0%
Living in the City but Employed Outside of the City	13,273	46.6%
Living and Employed in Waterloo	15,192	53.4%
Employed in Waterloo	43,223	100.0%
Employed in the City but Living Outside of the City	28,031	64.9%
Employed and Living in Waterloo	15,192	35.1%
Living in Cedar Falls	15,779	100.0%
Living in the City but Employed Outside of the City	10,199	64.6%
Living and Employed in Cedar Falls	5,580	35.4%
Employed in Cedar Falls	21,676	100.0%
Employed in the City but Living Outside of the City	16,096	74.3%
Employed and Living in Cedar Falls	5,580	25.7%

Source: Longitudinal Employer-Household Dynamics (LODES) data, 2021

EDUCATION

School proficiency is an indication of the quality of education that is available to residents of an area. High-quality education is a vital community resource that can lead to more opportunities, such as employment and increased earnings, and improve quality of life. The following section includes a demographic analysis of 19 elementary schools, 4 middle schools, 2 junior-high schools, and 3 high schools in the Waterloo Community School District and the Cedar Falls Community School District. As of 2023, there are 10,052 students enrolled in the Waterloo Community School District and 5,688 students enrolled in the Cedar Falls Community School District. In Waterloo's school district, majority of students are white (41.4%), followed by Black students (27.6%), and Hispanic/Latino students (13.9%). In Cedar Falls' school district, majority of students are white (83.0%), followed by Multi-Racial students (5.7%), and Black students (4.6%). The student population in Cedar Falls appears to be less diverse than Waterloo's with smaller shares of non-white racial/ethnic groups. In Waterloo' school district, around 17.2% of students have one or more disabilities (17.2%), slightly higher than Cedar Falls' rate of 13.4%. In Waterloo, more than three quarters of students come from a low socioeconomic status (73.4%), nearly three times the rate of Cedar Falls' (27.2%).

School proficiency levels and demographics vary across the districts' schools:

- In Waterloo, all schools have scored lower than the state's average for various perfromance measures such as graduation rates, growth in mathemathics, english proficiency, post-secondary readiness, and more. Schools in Cedar Falls all appear to either meet the state's average or surpass it in the various performance areas.
- The lowest scored school in Waterloo is Expo Alternative Learning Center (Elementary) with an overall rating of 24.26, nearly half of the state's average of 54.81. The school has a higher Black/African American student population (37.1%) compared to the district. Over 84.7% of the students come from a lowsocioeconomic status household and nearly a quarter are students with disabilities (24.5%).
- The lowest scored school in Cedar Falls is Cedar Falls Virtual Campus which serves grades 01 through 12 with a schore of 49.44. The student population is predominantly white (75.0%). More than half of students from a low socioeconomic status household (52.3%).
- The highest performing school in Waterloo is Kingsley Elementary School with a score of 60.85. Majority of the students at this school are white (60.3%), followed by Multi-Racial students (15.2%), and Black/African American students (12.5%). Around 53.4% of students come from a low socio-economic status background and 15.7% have disabilities.
- The highest performing school in Cedar Falls is Peet Junior High School with a score of 62.38. The majority of students are white (82.4%), followed by

Black/African American students and Multi-Racial students with a share of 5.4% for each. Less than half of students come from a low socio-economic status background (26.6%) while 14.5% of students have disabilities.

Overall, the student population in Waterloo is more diverse than Cedar Falls while also having a larger share of students who come from low socio-economic households. Schools in Cedar Falls are all outperforming Waterloo's schools in every performance measure, meanwhile Waterloo's schools are falling far behind the state averages. This indicates that schools in Waterloo are in need of further investment and support particularly among minority and low-income student populations. This may further impact fair houising choice for families with school aged children who wish to enroll their children in quality schools but are limited in options in Waterloo. These performance and achievement gaps may act as a barrier in overall learning development for students in Waterloo compared to those attending schools in the Cedar Falls' district.

TABLE 6.
SCHOOL PERFORMANCE AND DEMOGRAPHIC BY SCHOOL IN WATERLOO-CEDAR FALLS

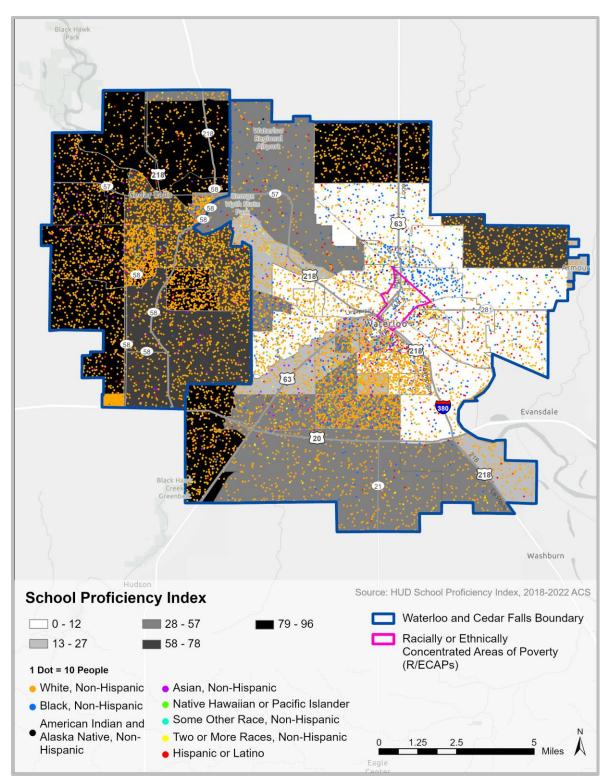
Waterloo Community School District						
Name	Grades	Comprehensive	Targeted	ESSA Support Year	Overall	
	Served	Status	Status		Score/Rating	
Bunger Middle School	Middle	Met	Met	Extended Targeted Year 2		52.8
	06, 07, 08				Acceptable	
Central Middle School	Middle	Met	Targeted	Extended Targeted Year 2		47.1
	06, 07, 08				Needs Improvement	
Cunningham School	Elementary KG, 01, 02, 03, 04, 05	Met	Met	No Support Required	Acceptable	51.4
East High School	High 09, 10, 11, 12	Not-Met	Targeted	Targeted Year 2	Priority	36.52
Expo Alternative Learning Center	Alternative	Not-Met	Not-Met	Extended Comprehensive Year 2		24.2
	06, 07, 08, 09, 10, 11, 12				Priority	
Fred Becker Elementary School	Elementary KG, 01, 02, 03, 04, 05	Met	Targeted	Targeted Year 2	Needs Improvement	47.31 †
George Washington Carver Academy	Middle	Met	Targeted	Targeted Year 2		45.43
,	06, 07, 08				Needs Improvement	t
Highland Elementary School	Elementary	Met	Met	Extended Targeted Year 2		56.09
	KG, 01, 02, 03, 04, 05				Commendable	
Hoover Middle School	Middle 06, 07, 08	Met	Targeted	Targeted Year 2	Acceptable	50.67
Irving Elementary School	Elementary KG, 01, 02, 03, 04, 05	Met	Met	Targeted Year 2	Commendable	55.37
Kingsley Elementary School	Elementary	Met	Met	Extended Targeted Year 2		60.85
	KG, 01, 02, 03, 04, 05				High Performing	
Kittrell Elementary School	Elementary KG, 01, 02, 03, 04, 05	Met	Met	No Support Required	Acceptable	53.52
Lincoln Elementary School	Elementary KG, 01, 02, 03, 04, 05	Met	Targeted	n externaea rargerea rear	Needs Improvement	47.89 †
Lou Henry Elementary School	Elementary KG, 01, 02, 03, 04, 05	Met	Met	Targeted Year 2	Acceptable	53
Lowell Elementary School	Elementary	Not-Met	Targeted	Extended Targeted Year 2		44.15
	KG, 01, 02, 03, 04, 05				Priority	
Orange Elementary School	Elementary KG, 01, 02, 03, 04, 05	Met	Targeted	Targeted Year 1	Commendable	56.58
Poyner Elementary	Elementary	Met	Targeted	Extended Targeted Year 2		47.05
	KG, 01, 02, 03, 04, 05				Needs Improvement	t
West High School	High	Not-Met	Targeted	Extended Targeted Year 2		42.03
	09, 10, 11, 12				Priority	

Cedar Falls Community School District						
Name	Grades	Comprehensive	Targeted	ESSA Support Year	Overall	
	Served	Status	Status		Score/Rating	
Bess Streeter Aldrich Elementary	Elementary	Met	Met	No Support Required		60.47
	KG, 01, 02, 03, 04, 05, 06				Commendable	
Cedar Falls High School	High	Met	Met	Extended Targeted Year 2		55.14
	10, 11, 12				Commendable	
Cedar Falls Virtual Campus	Other	Met	Met	Targeted Year 2		49.44
	01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12				Acceptable	
Cedar Heights Elementary School	Elementary	Met	Met	No Support Required		60
	KG, 01, 02, 03, 04, 05, 06				Commendable	
Helen A Hansen Elementary School	Elementary	Met	Met	No Support Required		58.4
	KG, 01, 02, 03, 04, 05, 06				Commendable	
Holmes Junior High School	Junior-High 07, 08, 09	Met	Met	No Support Required	High Performing	60.81
Lincoln Elementary School	Elementary	Met	Met	Extended Targeted Year	J i i	59.46
	KG, 01, 02, 03, 04, 05, 06				Commendable	
North Cedar Elementary School	Elementary	Met	Met	No Support Required		56.2
	KG, 01, 02, 03, 04, 05, 06				Commendable	
Orchard Hill Elementary School	Elementary	Met	Targeted	Targeted Year 1		56.23
	KG, 01, 02, 03, 04, 05, 06				Commendable	
Peet Junior High School	Junior-High	Met	Met	No Support Required		62.38
	07, 08, 09				High Performing	
Southdale Elementary School	Elementary	Met	Met	No Support Required		55.16
	KG, 01, 02, 03, 04, 05, 06				Commendable	

Data Source: Iowa State Department of Education, 2023.

Scores on HUD's School Proficiency Index, which runs from 0 to 100, range from 0 to 96 across all census tracts in Waterloo-Cedar Falls. The tracts with the highest scores tend to be located in Cedar Falls, where schools score between 58 to 96. Waterloo tends to have the lowest scores when comparing both cities. In Waterloo, the lowest scores are found within the RECAPs tract and further throughout the central portion of the city where scores are as low as 0 to 12. These tracts also have a higher concentration of diverse populations including Black/African American and Hispanic/Latino residents, (See Figure 1).

FIGURE 17.
SCHOOL PROFICIENCY INDEX / ETHNICITY IN WATERLOO-CEDAR FALLS



TRANSPORTATION

Affordable, accessible transportation makes it easier for residents to access a range of opportunities, providing connections to employment, education, fresh food, healthcare, and other services. Low-cost public transportation can facilitate access to these resources, while a lack to access to affordable transportation poses barriers to meeting key needs, particularly in areas with low walkability and a lack of access to vehicles.

Access to Affordable Transportation

Waterloo and Cedar Falls are served the Metropolitan Transit Authority (Met) which operates its 10 fixed-route services Monday through Friday, 5:45AM to 6:15PM and Saturday 7:15AM to 6:15PM. The bus routes cover most of Waterloo and Cedar Falls and two lines connect both cities. Met Transit also offers paratranist services door-to-door on Monday through Friday 8:00AM to 4:00PM or Saturdays 8:45AM to 4:45PM. In order to

qualify, an individual must meet one of the following conditions established by the Americans with Disabilities Act (ADA):

- You are unable to get on or off a transit bus.
- You are unable to get to or from a fixed route bus stop.
- You are unable to wait at a fixedroute bus stop.
- You are unable, for reason of disability, to ride the fixed-route buses or to understand and follow transit instructions.

Thus, paratransit eligibility is limited to those with functional abilities and whether their disabilities fully prevent them from utilizing MET Transit's fixedroute services and is not based on "TRANSPORTATION IS A HUGE ISSUE AND THERE IS A LACK OF HOUSING AVAILABLE."

"EVERYTHING HAS GOTTEN SO EXPENSIVE AND A LOT HAS CHANGED IN THE LAST FEW YEARS."

"PEOPLE STRUGGLE TO GET TO WORK AND THEY HAVE TO RELY ON A FRIEND, NEIGHBOR, ETC."

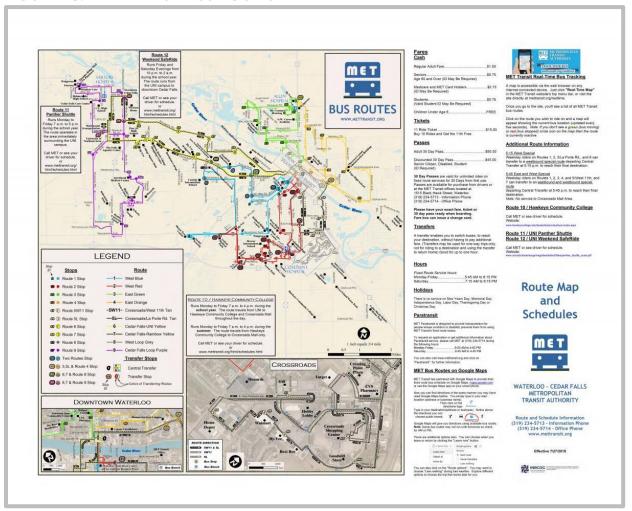
-FOCUS GROUP PARTICIPANTS

whether bus routes operate in the areas or times a person may need. In some cases, MET Transit requires verification of disability and need provided by a medical professional.

Stakeholders interviewed as part of this planning process emphasized that the MET Transit system is not a reliable system and that service and operating hours are extremely limiting for people who work late night or early morning shifts. Focus group participants also expressed using the bus system is inaccessible for most people with a disability. Many also do not qualify for paratransit according to the eligibility criteria and its service hours do not operate when people need it. The lack of accessible and efficient public transit options has prevented many residents without a vehicle from moving to different parts of

the city as well as finding new employment opportunities. Commuting between both cities was another challenge different community engagement participants noted which creates a divide for those seeking housing, employment, or other services and resources in either city.

FIGURE 18: MET TRANSIT BUS ROUTES



Combined housing and transportation costs are highest in the the outer census tracts of Waterloo and lowest in central Waterloo. Central Waterloo has close proximity to various transfer lines and routes for traveling throughout Waterloo and connecting to Cedar Falls. In Cedar Falls, housing and transportation costs tend to mostly make up 54.1% to 62% of income for moderate-income households, (See Figure 19).

In these areas of the region, a combination of low proximity to jobs and a high proportions of residents' incomes spent on transportation may present barriers to obtaining and maintaining employment.

Residents and stakeholders who participated in this planning process emphasized that the combination of a lack of affordable housing and lack of public transportation in Waterloo-Cedar Falls is a primary barrier for residents in the region in accessing the variety of employment, job training, and educational opportunities available in the cities.

63 Evansdale Washburn Source: Center for Neighborhood Technology H+T Index Housing + Transportation Costs as % of Income for Moderate-Income Household Waterloo and Cedar Falls Boundary 30% 48.1% - 54% 62.1% - 71% Racially or Ethnically 30.1% - 48% ■ 54.1% - 62% Concentrated Areas of Poverty (R/ECAPs) 1 Dot = 10 People White, Non-Hispanic Asian, Non-Hispanic Black, Non-Hispanic Native Hawaiian or Pacific Islander Some Other Race, Non-Hispanic American Indian and Alaska Native, Non- Two or More Races, Non-Hispanic 1.25 Hispanic Hispanic or Latino Eagle

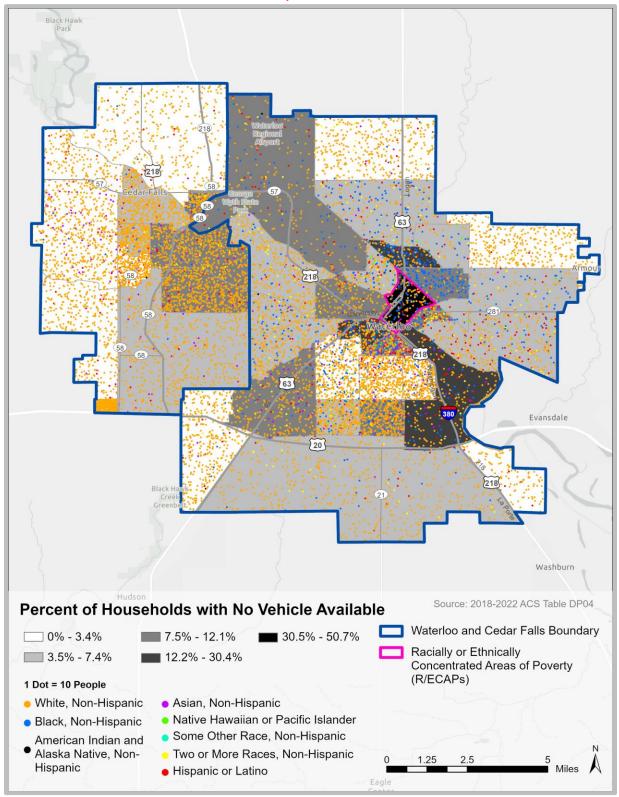
FIGURE 19 - HOUSING AND TRANSPORTATION COSTS + RACE/ ETHNICITY

Vehicle Access

Access to vehicles is another indicator of residents' access to transportation, particularly in areas with limited access to public transit. An estimated 9.8% of households in Waterloo, 5.5% of households in Cedar Falls, and 7.3% of households in Black Hawk County do not have access to a vehicle, according to American Community Survey 5-Year Estimates for 2018 to 2022. Residents in central Waterloo tend to have the lowest levels of vehicle access in both cities; these census tracts, including the RECAPs tract, between 30.5% and 50.7% of households do not have a vehicle.

Stakeholders who participated in this planning process emphasized that a lack of access to vehicles is often a barrier to employment for residents living in areas with low proximity to jobs and without access to public transportation. A lack of access to vehicles also creates barriers to accessing needed services in areas in which those services are not located within walking distance and transit access is limited. In this way, residents without access to vehicles often find their housing choices limited to locations where public transportation is available.

FIGURE 20 - VEHICLE ACCESS + RACE/ ETHNICITY



Walkability

Along with access to transit and low-cost transportation, walkability shapes the extent to which residents are able to access employment, resources, and services. The region is generally car-dependent, with the highest levels of walkability existing in the inner-ring neighborhoods of Waterloo and Cedar Falls.

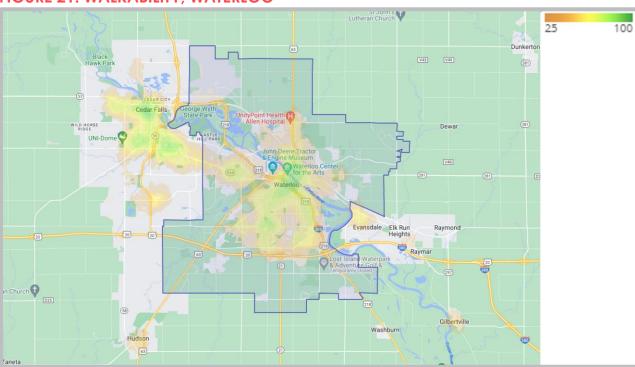


FIGURE 21: WALKABILITY, WATERLOO

The City of Waterloo scores 37 out of 100 on Walk Score's walkability index, 18 indicating that most errands require a car (see Figure 21). The City of Cedar Falls scores a 38, indicating that most errands require a car as well (see Figure 22).

¹⁸ Walk Score measures the walkability of any address by analyzing hundreds of walking routes to nearby amenities using population density and road metrics such as block length and intersection density. Data sources include Google, Education.com, Open Street Map, the U.S. Census, Localeze, and places added by the Walk Score user community. Points are awarded based on the distance to amenities in several categories including grocery stores, parks, restaurants, schools, and shopping. The measure is useful in showing not only walkability but also access to critical facilities.

Lumeran Gnurc 100 25 Black Hawk Par EDAR CITY State Park Cedar Falls UnityPoint Health **Allen Hospital** UNI-Dome John Deere Tractor & Engine Museum Waterloo Center for the Arts Waterloo Evansdale E ost Island Waterpark & Adventure Golf &

FIGURE 22: WALKABILITY, CEDAR FALLS

Residents and stakeholders emphasized that many areas of the region lack sidewalk repairs, making accessing resources and services via walking more difficult and less safe, particularly for residents with disabilities. In this way, low levels of transit and vehicle access may pose a more significant barrier to accessing jobs and services for residents living in areas with low levels of walkability. Overall low levels of walkability in the region combined with low levels of access to low-cost transportation point to challenges for residents without access to vehicles in accessing employment, resources, and services.

ENVIRONMENTAL QUALITY

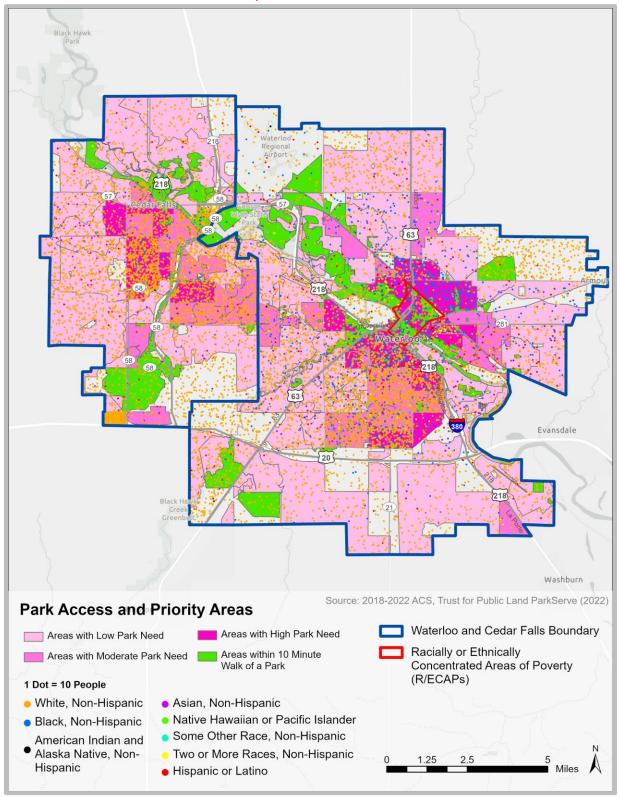
Environmental quality and access to environmental amenities also shape the opportunities available to residents. Access to parks and other green infrastructure in counties, cities, and neighborhoods provides a range of environmental, social, and health benefits, including access to nature and recreation opportunities; cleaner air and water; alternative transportation options; improvements in physical and mental health and wellbeing; and opportunities for food production and other local economic development. At the same time, environmental hazards, such as poor air quality and toxic facilities, are associated with negative health effects including increased respiratory symptoms, hospitalization for heart or lung diseases, cancer and other serious health effects, and even premature death. Certain population groups, such as children, have a greater risk of adverse effects from exposure to pollution.¹⁹

Access to Parks and Environmental Amenities

Access to environmental amenities is an important component of environmental health. In Waterloo-Cedar Falls, parks are most accessible in north-east Waterloo and Cedar Falls in which most residents live within a 10-minute walk of a park, (See Figure 23). However, the most densely populated areas of Waterloo and Cedar Falls have high park need. Areas in the outer neighborhoods of Waterloo and Cedar Falls have low park need.

¹⁹ U.S. Environmental Protection Agency. (n.d.). Managing Air Quality - Human Health, Environmental and Economic Assessments. Retrieved from: https://www.epa.gov/air-quality-management-process/managing-air-quality-human-health-environmental-and-economic

FIGURE 23: PARK ACCESS + RACE/ETHNICITY



Stakeholders emphasized that significant variation exists between lower- and upper-income areas with regard to the quality of parks, available amenities, and maintenance particularly between Waterloo and Cedar Falls.

About 51.6% of Waterloo survey respondents noted that parks and trails are equally provided in their communities, while about 32.9% stated that they are not equally available. About 77.8% of Cedar Falls survey respondents noted that parks and trails are equally provided, while about 25.0% said that they are not equally provided.

"[I] LIVE ACROSS THE STREET FROM A PARK THAT IS BEING REHABBED SO I FEEL THAT THERE IS GOOD ACCESS TO PARKS IN THE CITY BUT I KNOW OTHERS WOULD DISAGREE BECAUSE SOME PARKS HAVE OLDER EQUIPMENT."

-WATERLOO STAKEHOLDER
INTERVIEWEE

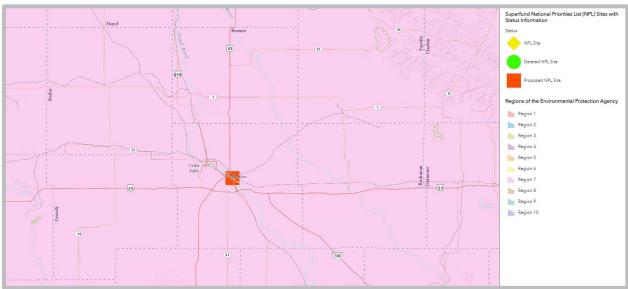
Environmental Hazards

SUPERFUND AND OTHER HAZARDOUS WASTE SITES

Toxic sites may pose risks to residents living nearby and thus may constitute fair housing concerns if they disproportionately impact protected classes. A Superfund site is any land in the United States that has been contaminated by hazardous waste and identified by the EPA as a candidate for cleanup because it poses a risk to human health and/or the environment. These sites are placed on the National Priorities List (NPL). In the Waterloo-Cedar Falls HOME Consortium region, there is one NPL site located in Waterloo (see Figure 24).²⁰

²⁰ U.S. EPA. (n.d.). Search for Superfund Sites Where You Live. Retrieved from: https://www.epa.gov/superfund/search-superfund-sites-where-you-live

FIGURE 24 – SUPERFUND NATIONAL PRIORITIES LIST (NPL) SITES, WATERLOO-CEDAR FALLS HOME CONSORTIUM REGION

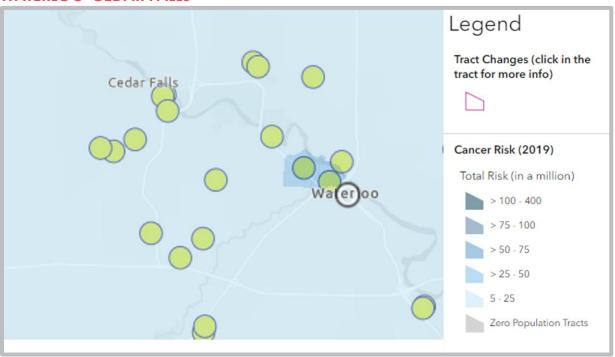


Source: U.S. EPA

AIR TOXICS AND TOXIC RELEASE FACILITIES

The EPA's National Air Toxics Assessment (NATA) estimates health risks from air toxics. The most recent assessment, released in 2021, uses data from 2019 to examine cancer risk from ambient concentrations of pollutants. Areas in the region with the highest cancer risk include a one tract in central Waterloo which has a risk for 30 per million population (see Figure 25). Point sources of emissions are clustered in central Waterloo and Central Cedar Falls, with fewer facilities dispersed across the outer neighborhoods of both cities.

FIGURE 25 – AIR TOXICS AND CANCER RISK (PER MILLION POPULATION), WATERLOO-CEDAR FALLS



Source: Environmental Protection Agency National Air Toxics Assessment (NATA)

The Environmental Protection Agency's Toxics Release Inventory (TRI) tracks the management of certain toxic chemicals that may pose a threat to human health and the environment.²¹ Certain industrial facilities in the U.S. must report annually how much of each chemical is recycled, combusted for energy recovery, treated for destruction, and disposed of or otherwise released on- and off-site. The EPA's Risk-Screening Environmental Indicators (RSEI) Model analyzes TRI data on the amount of toxic chemicals released, together with risk factors such as the chemical's fate and transport through the environment, each chemical's relative toxicity, and the number of people potentially exposed, to calculate a numeric score designed to be compared to other RSEI scores²².

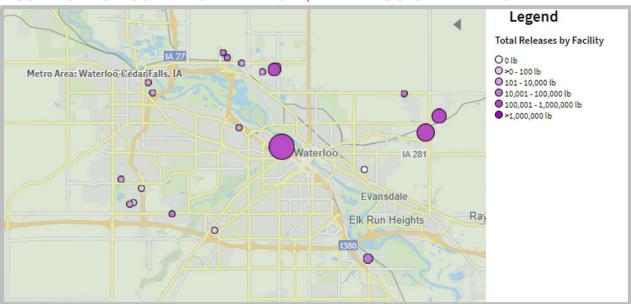
Toxic release inventory sites in the region are clustered in central Waterloo and central Cedar Falls. However, the facility with the highest number of toxic releases is found in Waterloo (John Deere Waterloo Works Drivetrain Operations and Foundry, machinery and primary metals, see Figure 26).

-

²¹ U.S. EPA. (n.d.) Toxic Release Inventory Program. Retrieved from: https://www.epa.gov/toxics-release-inventory-tri-program/what-toxics-release-inventory. Data retrieved from: https://www.arcgis.com/home/item.html?id=2c4a0b5f85b945f8a67125e6a93fa7fe

²² United States Environmental Protection Agency. (n.d.) Risk-Screening Environmental Indicators (RSEI) Model. Retrieved from: https://www.epa.gov/rsei.

FIGURE 26 - TOXICS RELEASE INVENTORY, WATER-LOO CEDAR FALLS



Source: U.S. EPA

FOOD

Access to food that is both affordable and nutritious is a challenge for many individuals and families in the United States. In neighborhoods in which the nearest grocery store is many miles away, transportation costs and lack of vehicle access may present particular challenges for low-income households, who may be forced to rely on smaller stores that are often unaffordable and may not offer a full range of healthy food choices. Even in areas in close proximity to food outlets, the higher cost of healthy foods such as produce often present barriers to healthy food access.²³

Analysis of the most recently available USDA Food Research Atlas data, from 2019, indicates that the proportion or residents who have low incomes and live further than ½ mile from a supermarket tends to be highest in census tracts in north-west and south Waterloo where more than 84.8% of residents have low incomes and live more than ½ mile from a supermarket. In the east and south-east portions of Cedar Falls, more than 48.1% of residents have low incomes and live further than a ½ mile from a supermarket. In 2023, the first full-service grocery store in over 50 years in downtown Waterloo had its

grand opening. All-In-Grocers was a \$10.2 million investment and received over \$2 million in incentives from the city after several investors left and delays from the pandemic and inflation stalled the project²⁴. The Department U.S. Agriculture has recognized downtown Waterloo as a food desert where access to healthy food options is limited. The new All-In-Grocers store aims to close this gap and provide healthy and affordable food while also employing local residents and community members.

Stakeholders interviewed during this planning process also noted lower levels of food access in Waterloo. Survey respondents for Waterloo and Cedar Falls echoed concerns surrounding food access, with 62.8% and 60.0%,

"I THINK WE COULD IMPROVE UPON HAVING GROCERY AND/OR HOUSEHOLD NECESSITY STORES WITHIN REASONABLE WALKING DISTANCE TO MOST RESIDENTIAL NEIGHBORHOODS."

> -CEDAR FALLS SURVEY RESPONDENT

"THERE ARE TOO MANY FOOD DESERTS. WE NEED MORE ACCESS TO HEALTHY AND LOCAL FOOD."

-WATERLOO SURVEY RESPONDENT

²³ Valdez Z, Ramírez AS, Estrada E, Grassi K, Nathan S. Community Perspectives on Access to and Availability of Healthy Food in Rural, Low-Resource, Latino Communities. Prev Chronic Dis 2016;13:160250.

²⁴ Promnitz, Donald. Downtown Waterloo 'All-In' on new grocery store seven years in the making. The Courier. https://wcfcourier.com/news/local/business/development/all-in-grocers-opens-downtown-waterloo/article_0f0bedae-6229-11ee-af78-57736f4b5480.html

respectively, noting that grocery stores and other shopping opportunities are not equally available in their communities.

FIGURE 27. FOOD ACCESS + RACE/ ETHNICITY

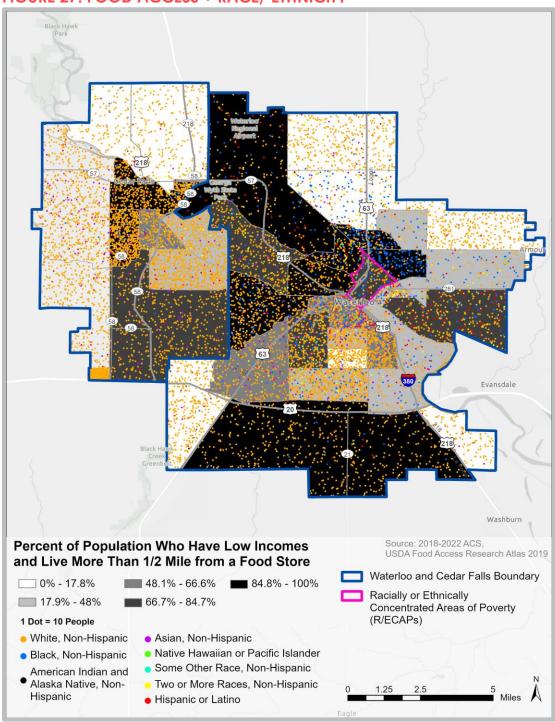




FIGURE 28: ALL-IN-GROCERS IN DOWNTOWN WATERLOO

All-In-Grocers in Downtown Waterloo Source: Waterloo-Cedar Falls Courier

Poverty and a lack of access to vehicles also contribute to food insecurity in the region. An estimated 17.4% of residents in Waterloo, 17.0% of residents in Cedar Falls, and 15.7% of residents in Black Hawk County were living below the federal poverty level as of the 2018-2022 American Community Survey Five-Year Estimates, indicating that low incomes are a substantial barrier for a substantial portion of residents in accessing fresh food. Disparities in poverty exist by race: 57.9% of American Indian/Alaska Native residents were living below the poverty level in 2018-2022, followed by Black/African American residents (40.4%) in Waterloo. In Cedar Falls, Native Hawaiian/Other Pacific Islander residents had the highest rate of residents living below the poverty level (42.0%), followed by Black/African American residents (31.7%).

Further, in many central Waterloo census tracts, between 30.5% and 50.7% of residents do not have access to a vehicle, indicating that barriers to food access exist in areas of the region with limited access to public transportation and low levels of walkability. In this way, the combination of uneven distribution of food outlets across the region, the substantial proportions of households with low incomes, and a lack of access to vehicles create barriers to food access and security.

HEALTHCARE

Access to high-quality, affordable physical and mental healthcare shapes community health outcomes, including both length and quality of life. The ratios of clinical care providers to population across counties. Residents of Black Hawk County tend to have lower (better) ratios of population to healthcare providers, including one primary care physician per 1,300 residents, one dentist per 1,300 residents, and one mental health provider per 450 residents, indicating overall higher levels of access than in the state of lowa overall (see Table 7). Residents of Black Hawk County tend to have the highest ratios of population to mental health providers compared to the United States overall, pointing to lower levels of access to mental health providers in rural areas of the region.

TABLE 7. RATIOS OF POPULATION TO HEALTHCARE PROVIDERS, BLACK HAWK COUNTY AND IOWA STATE

	Black Hawk County	lowa	United States
Primary Care Physicians	1,000:1	1,360:1	1,310:1
Dentists	1,300:1	1,430:1	1,380:1
Mental Health Providers	450:1	530:1	340:1

Source: County Health Rankings, 2023

Disparities also exist across the region regarding access to health insurance. Residents in Waterloo tend to be uninsured at the highest rates compared to Cedar Falls (6% to 14.8% uninsured residents in central and east Waterloo, (see Figure 29). Most of the census tracts in Cedar Falls have between 1.9% to 5.9% of residents who are uninsured. One census tract in Cedar Falls has the highest rate of uninsured residents in the city, (10.5% to 14.8% of residents).

In this way, residents of Waterloo are likelier to have reduced access to healthcare due to several factors, including gaps in safety net service in some zip codes, lower levels of health insurance coverage, and lack of access to vehicles or other transportation options. Programs designed to support access to healthcare may help increase access. These may include mobile clinics, development of community-based clinics in underserved areas, transportation assistance to support access to healthcare, community health workers, and sliding scale services for low-income uninsured residents, among others.

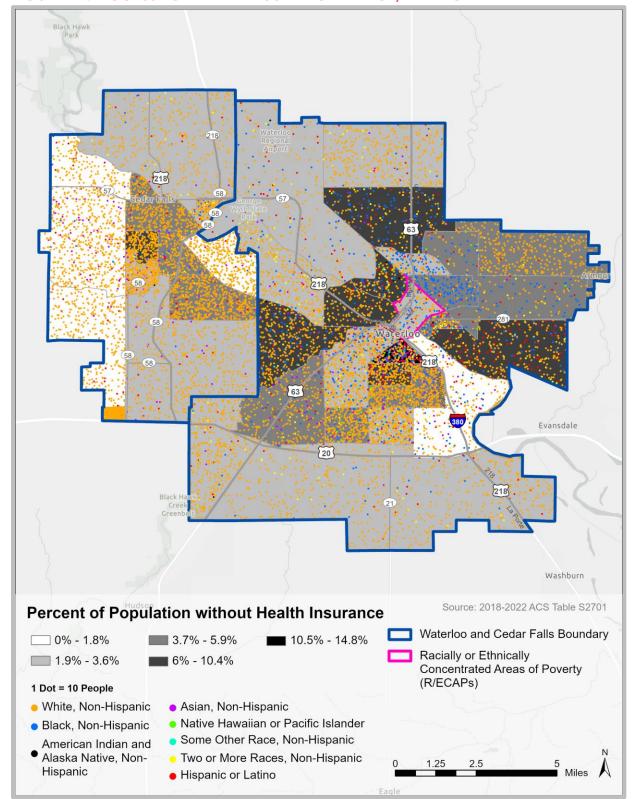


FIGURE 29. ACCESS TO HEALTH INSURANCE + RACE/ ETHNICITY

CHAPTER 6. HOUSING PROFILE

The availability of quality, affordable housing plays a vital role in ensuring housing opportunities are equally accessible to all residents. On the surface, high housing costs in certain areas are exclusionary based solely on income. But the disproportionate representation of several protected class groups in low- and middle-income levels can lead to unequal access to housing options and neighborhood opportunity in high-cost housing markets. Black and Hispanic residents, immigrants, people with disabilities, and seniors often experience additional fair housing barriers when affordable housing is scarce.

Beyond providing fair housing options, the social, economic, and health benefits of providing quality affordable housing are well-documented. National studies have shown affordable housing encourages diverse, mixed-income communities, which result in many social benefits. Affordable housing also increases job accessibility for low- and middle-income populations and attracts a diverse labor force critical for industries that provide basic services for the community. Affordable housing is also linked to improvements in mental health, reduction of stress, and decreased cases of illnesses caused by poor-quality housing.²⁵ Developing affordable housing is also a strategy used to prevent displacement of existing residents when housing costs increase due to economic or migratory shifts.

Conversely, a lack of affordable housing eliminates many of these benefits and increases socioeconomic segregation. High housing costs are linked to displacement of low-income households and an increased risk of homelessness. ²⁶ Often lacking the capital to relocate to better neighborhoods, displaced residents tend to move to socioeconomically disadvantaged neighborhoods where housing costs are most affordable. ²⁷

This section discusses the existing supply of housing in the study area. It also reviews housing costs, including affordability and other housing needs by householder income. Homeownership rates and access to lending for home purchases and mortgage refinancing are also assessed.

²⁵ Maqbool, Nabihah, et al. "The Impacts of Affordable Housing on Health: A Research Summary." *Insights from Housing Policy Research*, Center for Housing Policy, www.rupco.org/wp-content/uploads/pdfs/The-Impacts-of-Affordable-Housing-on-Health-CenterforHousingPolicy-Maqbool.etal.pdf.

²⁶ "State of the Nation's Housing 2015." Joint Center for Housing Studies of Harvard University, http://www.jchs.harvard.edu/sites/default/files/jchs-sonhr-2015-full.pdf

²⁷ Deirdre Oakley & Keri Burchfield (2009) Out of the Projects, Still in the Hood: The Spatial Constraints on Public-Housing Residents' Relocation in Chicago." Journal of Urban Affairs, 31:5, 589-614.

HOUSING SUPPLY SUMMARY

According to the 2018-2022 American Community Survey (ACS), the cities of Waterloo and Cedar Falls have a combined total of 48,575 housing units. Just under two-thirds of these units are located in Waterloo, with the remainder located in Cedar Falls. 5,805, or around 12%, of the consortium's units have been constructed since the year 2000. Growth has been more prevalent in Cedar Falls, which has grown by nearly 25% since the year 2000, than in Waterloo, which has grown by about 8% in the same time period.

Vacancy data indicates that housing in Cedar Falls faces higher demand than housing in Waterloo – nearly 80% of the units added in Cedar Falls since 2000 are currently occupied, while less than one third of the units added to Waterloo within the same time period are currently occupied. This has resulted in Waterloo's vacancy rate increasing more significantly than Cedar Falls, although both cities currently have vacancy rates lower than the national average of 10.8% at 9.5% and 6.9% respectively.

Lower-than-average vacancy rates are an indication that housing access in a community may be limited due to an overall inadequate supply of units. This may be especially true in Cedar Falls, which has a current vacancy rate 36% lower than the national average. However, although still lower than average, vacancy rates in both cities have slightly more than doubled since the year 2000, indicating that there are likely additional factors limiting housing access in addition to overall unit supply.

Housing structure variety is important in providing housing options suitable to meet the needs of all residents, including different members of protected classes. Multifamily housing, including rental apartments, are often more affordable rental options than single-family homes for low- and moderate-income households, who are disproportionately likely to be non-white households. Multifamily units may also be the preference of some elderly and disabled householders who are unable or do not desire to maintain a single-family home.

Table 9 shows housing units by structure types in the Waterloo and Cedar Falls. Single-family detached units are the most common type of housing in both cities but are slightly more prevalent in Waterloo; while single-family attached homes, such as townhomes, are nearly twice as prevalent in Cedar Falls as in Waterloo. The second most common type of housing in both cities is mid-sized apartment complexes of 5-19 units, followed by large apartment complexes of 20 or more units. Duplexes, triplexes, and quadplexes are fourth most common in both cities, while mobile homes make up only around 3% of housing in both cities. Waterloo reports 17 atypical housing units such as RVs, boats, or vans, while Cedar Falls reports none.

TABLE 8 - HOUSING UNITS BY OCCUPANCY STATUS

	2000	2010	2018-2022	2000-2022 Change
Waterloo				
Total Housing Units	29,499	30,723	31,988	+2,489
Occupied Housing Units	28,169	28,607	28,947	+778
Vacant Housing Units	1,330	2,116	3,041	+1,711
Vacancy Rate	4.5%	6.9%	9.5%	+5.0
Cedar Falls				
Total Housing Units	13,271	15,477	16,587	+3,316
Occupied Housing Units	12,833	14,608	15,446	+2,613
Vacant Housing Units	438	869	1,141	+703
Vacancy Rate	3.3%	5.6%	6.9%	+3.6

Data Source: U.S. Census 2000 SF1 Table H003 and 2010 SF1 Table H3 and 2018-2022 5-Year American Community Survey Table B25002

TABLE 9 - HOUSING UNITS BY STRUCTURE TYPE

Structure Type	Waterloo		Cedar Falls		
Shociole Type	Number	Percent	Number	Percent	
1 unit, detached	21,868	68.4%	10,042	60.5%	
1 unit, attached	1,177	3.7%	1,148	6.9%	
2-4 units	2,185	6.8%	1,232	7.4%	
5-19 units	3,572	11.2%	1,974	11.9%	
20 or more units	2,207	6.9%	1,626	9.8%	
Mobile home	962	3.0%	565	3.4%	
Other (RV, boat, van, etc.)	17	0.1%	0	0.0%	
Total	31,988	100.0%	16,587	100.0%	

Data Source: 2018-2022 5-Year American Community Survey, Table B25024

Availability of housing in a variety of sizes is important to meet the needs of different demographic groups. Neighborhoods with multi-bedroom detached, single-family homes will typically attract larger families, whereas dense residential developments with smaller unit sizes and fewer bedrooms often accommodate single-person households or small families. However, market forces and affordability impact housing choice and the ability to obtain housing of a suitable size, and markets that do not offer a variety of housing sizes at different price points can lead to barriers for some groups. Rising housing costs can, for example, lead to overcrowding as large households with lower incomes are unable to afford pricier, larger homes and are forced to reside in smaller units. On the other hand, people with disabilities or seniors with fixed incomes may not require large units but can be limited by higher housing costs in densely populated areas where most studio or one-bedroom units are located.

Table 10 shows housing units by the number of bedrooms and resident tenure (whether the occupants are renters or owners). In both Waterloo and Cedar Falls renter-occupied units tend to be smaller than owner-occupied units; when comparing the two cities regardless of tenure, homes in Waterloo tend to be smaller than homes in Cedar Falls.

In both cities 0.2% or less of homeowners live in a studio unit, while 3.6%-4.1% of renters live in a unit this size. Significantly more residents live in one-bed units in Waterloo than in Cedar Falls, regardless of tenure; in Waterloo, 3.4% of owners and 26% of renters live in these units, while in Cedar Falls, this number falls to 1.6% of owners and 16.3% of renters. Similarly, 78.6% of Waterloo owners and 65.7% of renters live in two- to three-bed units, while 58.1% of Cedar Falls owners and 57.3% of renters live in such a unit. Homes with four or more bedrooms are significantly more prevalent in Cedar Falls, where 40.1% of owners and 22.8% of renters live in a home this large. In Waterloo, only 17.9% of owners and 4.3% of renters live in a home with four or more bedrooms.

Assessing housing conditions in an area can provide a basis for developing policies and programs to maintain and preserve the quality of the housing stock. The age of an area's housing can have substantial impact on housing conditions and costs. As housing ages, maintenance costs rise, which can present significant affordability issues for low- and moderate-income homeowners. Aging rental stock can lead to rental rate increases to address physical issues or deteriorating conditions if building owners defer or ignore maintenance needs. Deteriorating housing can also depress neighboring property values, discourage reinvestment, and eventually impact the quality of life in a neighborhood. Additionally, homes built prior to 1978 present the potential for lead exposure risk due to lead-based paint or lead pipes carrying drinking water.

TABLE 10 - HOUSING UNITS BY SIZE AND TENURE

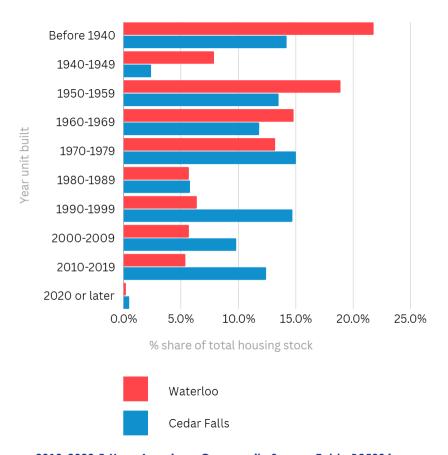
Number of Bedrooms	Waterloo		Cedar Falls		
Homber of Bedrooms	Number	Percent	Number	Percent	
Owner-Occupied Housing Units					
Zero	31	0.2%	14	0.1%	
One	592	3.4%	158	1.6%	
Two or three	13,824	78.6%	5,615	58.1%	
Four or more	3,151	17.9%	3,872	40.1%	
Total	17,598	100.0%	9,659	100.0%	
Renter-Occupied Housing Units	;				
Zero	464	4.1%	207	3.6%	
One	2,946	26.0%	946	16.3%	
Two or three	7,452	65.7%	3,315	57.3%	
Four or more	487	4.3%	1319	22.8%	
Total	11,349	100.0%	5,787	100.0%	

Note: Unoccupied units are not included in this table because tenure data is not available for these units.

Data Source: 2018-2022 5-Year American Community Survey, Table B25042

Age of housing across Waterloo and Cedar Falls is shown in Figure 30 below. Data indicates that the oldest housing stock is found in Waterloo, where more than 20% of all homes were built before the year 1940. Conversely, Cedar Falls has built a larger percentage of new homes than Waterloo in every decade since 1970. More than three-quarters of Waterloo homes were constructed before 1980 and are therefore likely at risk of lead exposure, in comparison to 57% of Cedar Falls homes. (Note that American Community Survey data is available by decade only and therefore data is not available specifically on homes constructed prior to 1978). Aging housing stock can create a barrier to fair housing when low-income residents are unable to afford repairs to units or are forced to live in homes or neighborhoods in disrepair due to affordability concerns.

FIGURE 30 – AGE OF HOUSING IN THE WATERLOO-CEDAR FALLS HOME CONSORTIUM



Data Source: 2018-2022 5-Year American Community Survey, Table B25034

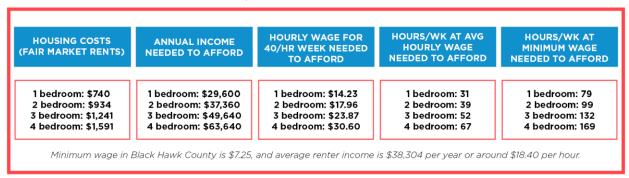
HOUSING COSTS AND AFFORDABILITY

The most common housing needs identified by stakeholders are related to affordability, particularly for low- and moderate-income households. Many residents who participated in the community engagement process noted that housing costs frequently rise faster than wages, which creates affordability issues for households who already have tight budgets. A lack of affordable housing options frequently leads to cost burden, as described in the next section titled Housing Needs.

Housing Cost by Unit Size

The National Low Income Housing Coalition's annual *Out of Reach* report examines rental housing rates relative to income levels for counties throughout the U.S. Figure 31 below shows annual household income and hourly wages needed to afford Fair Market Rents (FMRs) in Black Hawk County for one, two, three, and four-bedroom rental units in 2023.

FIGURE 31– REQUIRED INCOME, WAGES, AND HOURS TO AFFORD FAIR MARKET RENTS IN BLACK HAWK COUNTY, IOWA



Housing Coalition Out of Reach 2023, Accessed from https://nlihc.org/oor/state/ia

Fair Market Rent (FMR) is a standard set by HUD at the county or regional level for use in administering its Section 8 rental voucher program. FMRs are typically the 40th percentile gross rent (i.e., rent plus utility costs) for typical, non-substandard rental units in the local housing market.

As shown in Table 10, the most common rental unit size in both cities is a two- to three-bed unit. Figure 31 shows that the NLIHC determined that in 2023 in Black Hawk County, the average rental cost for a two-bed unit was \$934 per month and the average cost for a three-bed unit was \$1,241 per month. To afford this rent without being cost burdened (i.e. spending more than 30% of income on housing), a household would require an annual income of at \$37,000-\$49,000. This amount translates to a 40-hour work week at an hourly wage of \$14 to \$18 per hour. For a single minimum wage worker earning \$7.25 per hour, it would take a 132-hour work week to afford a three-bedroom unit. The NLIHC also reported that the average renter wage in Black Hawk County in 2023 was \$18.40, which is less than the hourly wage needed to afford a three-bedroom unit at fair market

rent. Even at average renter wages, a worker would need to work 52 hours per week to afford this unit.

A household earning average renter wages could afford a two-bedroom unit, if available at the fair market rent of \$934. To cover the cost of the unit, the household would need an annual income of \$37,360 or higher or must work a 40-hour work week at an hourly wage of at least \$17.96. However, if a worker earned minimum wage, he or she would need to work 99 hours per week to afford a two-bedroom unit.

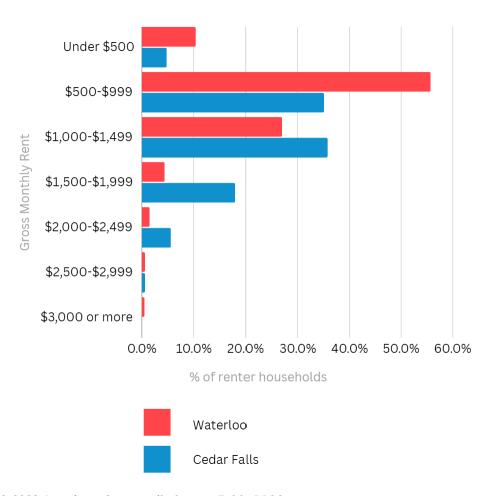
Overall, this data indicates that low incomes make housing at fair market rents unaffordable to individuals earning the minimum wage and, in some cases, the average renter wage in Black Hawk County. Individuals earning average renter wages and working a 40-hour work week are unable to afford a three-bedroom housing unit at fair market rent, which has implications for families of all sizes, but especially larger families and single-parent families.

Housing Cost by Jurisdiction

The U.S. Census Bureau provides estimates of rents and monthly owner costs by jurisdiction. Figures 32 and 33 compare owner and renter costs in Waterloo and Cedar Falls, showing that overall housing costs in Cedar Falls are higher than in Waterloo. Median monthly owner costs were \$1,195 in Waterloo and \$1,683 in Cedar Falls, and median rent was \$865 in Waterloo and \$1,112 in Cedar Falls. This means that, on average, homeowners in Cedar Falls pay 41% more and renters pay 29% more than those in Waterloo.

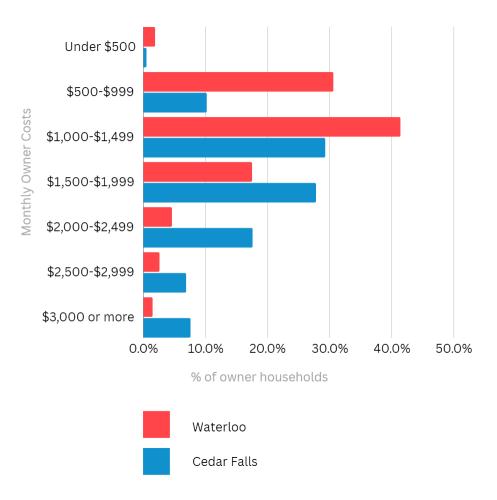
Figures 34 and 35 display median monthly rents and median home values by geography within Waterloo and Cedar Falls. These figures also show that, in general, rents and home values are higher in Cedar Falls than in Waterloo. Rents and home values are generally lowest in central Waterloo and rise towards the edges of the study area, particularly in the west and southwest portions. Notably, there is one census tract in central Waterloo with unusually high rents but without a corresponding increase in home values. This may indicate that this portion of Waterloo has a significant presence of high-cost apartment buildings without many homes available for purchase.

FIGURE 32 – MONTHLY RENTAL COSTS IN THE WATERLOO-CEDAR FALLS HOME CONSORTIUM



Source: 2018-2022 American Community Survey, Table DP04

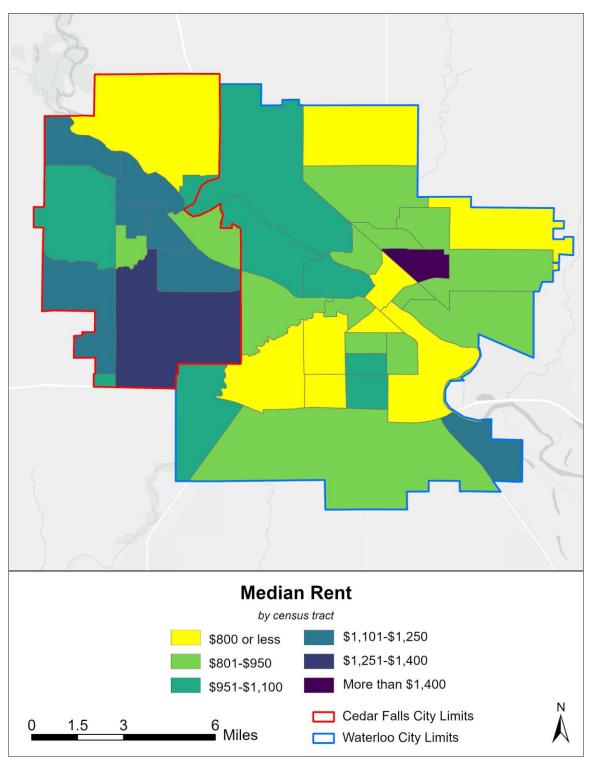
FIGURE 33 – MONTHLY HOMEOWNER COSTS IN THE WATERLOO-CEDAR FALLS HOME CONSORTIUM



Source: 2018-2022 American Community Survey, Table DP04

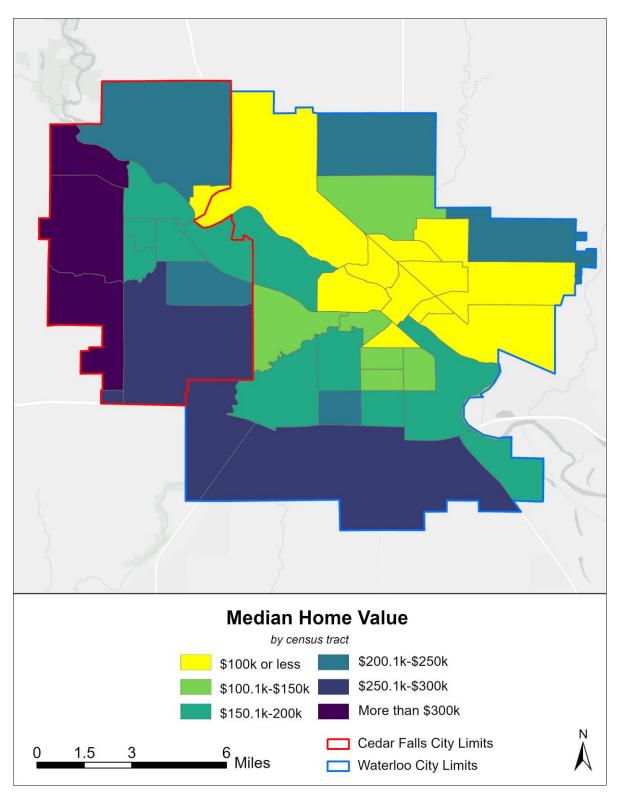
Note: Homeowner costs displayed are for units with a mortgage.

FIGURE 34 – MEDIAN RENT



Source: 2018-2022 American Community Survey, Table DP05

FIGURE 35 - MEDIAN HOME VALUE



Source: 2018-2022 American Community Survey, Table DP05

HOUSING NEEDS

Housing cost and condition are key components to housing choice. Housing barriers may exist in a jurisdiction when some protected class groups have greater difficulty accessing housing in good condition and that they can afford. To assess affordability and other types of housing needs, HUD defines four housing problems:

- 1. A household is cost burdened if monthly housing costs (including mortgage payments, property taxes, insurance, and utilities for owners and rent and utilities for renters) exceed 30% of monthly income.
- 2. A household is overcrowded if there is more than 1.0 people per room, not including kitchen or bathrooms.
- 3. A housing unit lacks complete kitchen facilities if it lacks one or more of the following: cooking facilities, a refrigerator, or a sink with piped water.
- 4. A housing unit lacks complete plumbing facilities if it lacks one or more of the following: hot and cold piped water, a flush toilet, or a bathtub or shower.

HUD also defines four severe housing problems, including a severe cost burden (more than 50% of monthly housing income is spent on housing costs), severe overcrowding (more than 1.5 people per room, not including kitchens or bathrooms), lack of complete kitchen facilities (as described above), and lack of complete plumbing facilities (also as described above).

To assess housing need, HUD receives a special tabulation of data from the U.S. Census Bureau's American Community Survey (ACS) that is largely not available through standard Census products. This data, known as Comprehensive Housing Affordability Strategy (CHAS) data, counts the number of households that fit certain combination of HUD-specified criteria, such as housing needs by race and ethnicity. CHAS data for the Waterloo-Cedar Falls HOME Consortium is shown below in Tables 11-13.

As shown in Table 11, just over 28% of all households in Waterloo and Cedar Falls have at

least one housing problem. Although housing problems affect all racial and ethnic groups in HOME Consortium area, some groups experience disproportionately greater rate of housing need. HUD defines a group as having a disproportionate need if its members experience housing needs at a rate that is ten percentage points or more above that of white households. While housina problems are more prevalent across all races and ethnicities at lower incomes than at higher incomes, non-white households experience higher rates of housing problems than white houeholds at all

In Waterloo and Cedar Falls, households of color are more likely to have a housing need than white households.

In particular, Pacific Islander and Black households of any income level are more likely than households of any other race or ethnicity to have at least one HUD-defined housing problem.

income levels. Tables 12 and 13 show rates of housing problems and severe housing problems by race, ethnicity, and income band up to 100% HAMFI, while Table 11 shows overall likelihood of housing problems by race or ethnicity regardless of income.

Table 12 shows that the subgroups most likely to have a housing problem when accounting for income, race, and ethnicity are Asian and Pacific Islander households with incomes of 30% HAMFI or less, followed by Black households with incomes of 30% HAMFI or less. Table 13 shows that the subgroup most likely to have a severe housing problem is Pacific Islander households with incomes of 30% HAMFI or less, followed by Pacific Islander households with incomes of 81-100% HAMFI and then by Black households with incomes of 30% HAMFI or less. Table 11 shows that, regardless of income, Pacific Islander and Black households are most likely to have at least one housing problem with rates more than double those of white households. Using HUD's disproportionate need definition, Black and Pacific Islander households display disproportionate levels of housing need in Waterloo and Cedar Falls. While not significant enough to be considered disproportionate, Native American households also experience higher-than-average levels of housing need.

TABLE 11 – OVERALL LIKELIHOOD OF HOUSING PROBLEMS BY RACE OR ETHNICITY

Household Demographics	Total Households	# with Housing Problems	% with Housing Problems
Housing Problems			
White, non-Hispanic	35,550	8,755	24.6%
Black, non-Hispanic	4,883	2,569	52.6%
Asian, non-Hispanic	891	263	29.5%
American Indian or Alaska Native, non-Hispanic	128	40	31.3%
Pacific Islander, non-Hispanic	164	90	54.9%
Hispanic, any race	1,710	447	26.1%
Total	43,326	12,164	28.1%

Source: 2016-2020 CHAS Data

TABLE 12 – DEMOGRAPHICS OF HOUSEHOLDS WITH HOUSING PROBLEMS BY INCOME UP TO 100% HAMFI

Household Demographics	Total Households	# with Housing Problems	% with Housing Problems
0-30% HAMFI			
White, non-Hispanic	4,835	3,640	75.3%
Black, non-Hispanic	1,689	1,454	86.1%
Asian, non-Hispanic	84	84	100.0%
American Indian or Alaska Native, non-Hispanic	40	20	50.0%
Pacific Islander, non-Hispanic	50	50	100.0%
Hispanic, any race	360	265	73.6%
Total	7,210	5,655	78.4%
31-50% HAMFI			
White, non-Hispanic	4,825	2,775	57.5%
Black, non-Hispanic	1,045	740	70.8%
Asian, non-Hispanic	53	34	64.2%
American Indian or Alaska Native, non-Hispanic	50	0	0.0%
Pacific Islander, non-Hispanic	35	25	71.4%
Hispanic, any race	144	100	69.4%
Total	6,290	2,775	57.5%
51-80% HAMFI			
White, non-Hispanic	7,155	1,770	24.7%
Black, non-Hispanic	1,145	270	23.6%
Asian, non-Hispanic	159	60	37.7%
American Indian or Alaska Native, non-Hispanic	30	20	66.7%
Pacific Islander, non-Hispanic	60	0	0.0%
Hispanic, any race	429	64	14.9%
Total	9,085	2,210	24.3%
81-100% HAMFI			
White, non-Hispanic	3,710	340	9.2%
Black, non-Hispanic	350	55	15.7%
Asian, non-Hispanic	50	25	50.0%
American Indian or Alaska Native, non-Hispanic	0	0	0.0%
Pacific Islander, non-Hispanic	19	15	78.9%
Hispanic, any race	193	4	2.1%
Total	4,370	445	10.2%

Source: 2016-2020 CHAS Data

TABLE 13 – DEMOGRAPHICS OF HOUSEHOLDS WITH SEVERE HOUSING PROBLEMS BY INCOME UP TO 100% HAMFI

Household Demographics	Total Households	# with Housing Problems	% with Housing Problems
0-30% HAMFI			
White, non-Hispanic	4,835	2,890	59.7%
Black, non-Hispanic	1,689	1,139	67.2%
Asian, non-Hispanic	84	59	66.3%
American Indian or Alaska Native, non-Hispanic	40	0	0.0%
Pacific Islander, non-Hispanic	50	50	100.0%
Hispanic, any race	360	174	48.5%
Total	7,210	4,375	60.6%
31-50% HAMFI			
White, non-Hispanic	4,825	1,075	22.3%
Black, non-Hispanic	1,045	200	19.1%
Asian, non-Hispanic	53	30	55.6%
American Indian or Alaska Native, non-Hispanic	50	0	0.0%
Pacific Islander, non-Hispanic	35	0	0.0%
Hispanic, any race	144	10	6.9%
Total	6,290	1,340	21.3%
51-80% HAMFI			
White, non-Hispanic	7,155	375	5.2%
Black, non-Hispanic	1,145	140	12.3%
Asian, non-Hispanic	159	30	18.8%
American Indian or Alaska Native, non-Hispanic	30	0	0.0%
Pacific Islander, non-Hispanic	60	0	0.0%
Hispanic, any race	429	39	9.1%
Total	9,085	605	6.7%
81-100% HAMFI			
White, non-Hispanic	3,710	100	2.7%
Black, non-Hispanic	350	50	14.3%
Asian, non-Hispanic	50	25	50.0%
American Indian or Alaska Native, non-Hispanic	0	0	0.0%
Pacific Islander, non-Hispanic	19	15	78.9%
Hispanic, any race	193	0	0.0%
Total	4,370	190	4.4%

Source: 2016-2020 CHAS Data

HOMEOWNERSHIP AND LENDING

Homeownership is vital to a community's economic well-being. It allows the opportunity to build wealth, is generally associated with higher levels of civic engagement,²⁸ and is correlated with positive cognitive and behavioral outcomes among children.²⁹

Federal housing policies and discriminatory mortgage lending practices prior to the Fair Housing Act of 1968, along with continuing impediments to access, have had significant impacts on the homeownership rates of racial and ethnic minorities, particularly Black and Hispanic populations. The gap between the white and Black homeownership rate is the largest among racial and ethnic groups. In 2023, the National Association of Realtors reported that Black homeownership lags 29 percentage points behind white homeownership and has increased only 0.4 percentage points in the past decade³⁰.

Homeownership trends have changed in recent years because of significant events in the housing market and labor force. The homeownership rate for Millennials (the generation born between 1981 and 1997) has historically been lower than for previous generations, controlling for age.³¹ In 2023, Forbes reported that 2022 marked the first year in which more than 50% of Millennials were homeowners; however, rapid increases in housing prices have significantly slowed Millennial homebuying efforts in recent years, as the average income required to purchase a "starter home" nearly doubled between 2020 and 2023³².

Table 14 below shows the number of homeowner and renter households in Waterloo and Cedar Falls, as well as homeownership rates by race and ethnicity. White households in Waterloo had the highest rates of homeownership, followed closely by white households in Cedar Falls. The lowest homeownership rates are found among Native American households in Cedar Falls, followed by Black households in Cedar Falls. Overall homeownership rates are higher in Waterloo than in Cedar Falls, which may be due to lower home values in Waterloo (see Figure 35). In both Waterloo and Cedar Falls, Black households have home ownership rates of less than half of that of white households. One of the most noticeable discrepancies in home ownership rates between the cities is

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²⁸ Manturuk K, Lindblad M, Quercia R. "Homeownership and civic engagement in low-income urban neighborhoods: a longitudinal analysis." *Urban Affairs Review.* 2012;48(5):731–60.

²⁹ Haurin, Donald R. et al. "The Impact of Homeownership on Child Outcomes." *Low-Income Homeownership Working Paper Series*. Joint Center for Housing Studies of Harvard University. October 2001, http://www.jchs.harvard.edu/sites/default/files/liho01-14.pdf.

³⁰ https://www.nar.realtor/newsroom/more-americans-own-their-homes-but-black-white-homeownership-rate-gap-is-biggest-in-a-decade-nar

³¹ Choi, Jung et al. "Millennial Homeownership: Why Is It So Low, and How Can We Increase It?" The Urban Institute. February 2000.

https://www.urban.org/sites/default/files/publication/98729/millennial_homeownership_0.pdf

³² https://www.forbes.com/advisor/mortgages/real-estate/how-millennial-homeownership-reshaping-market/

among Hispanic households, who have home ownership rates in Waterloo more than double those in Cedar Falls.

Figure 36 displays home ownership rates by location within Waterloo and Cedar Falls, showing that rates are lowest in central portions of both cities and increase nearer to the perimeters. Waterloo contains both more tracts with low homeownership rates and more tracts with homeownership rates of over 90% than Cedar Falls, likely due to its larger geographic size and larger population.

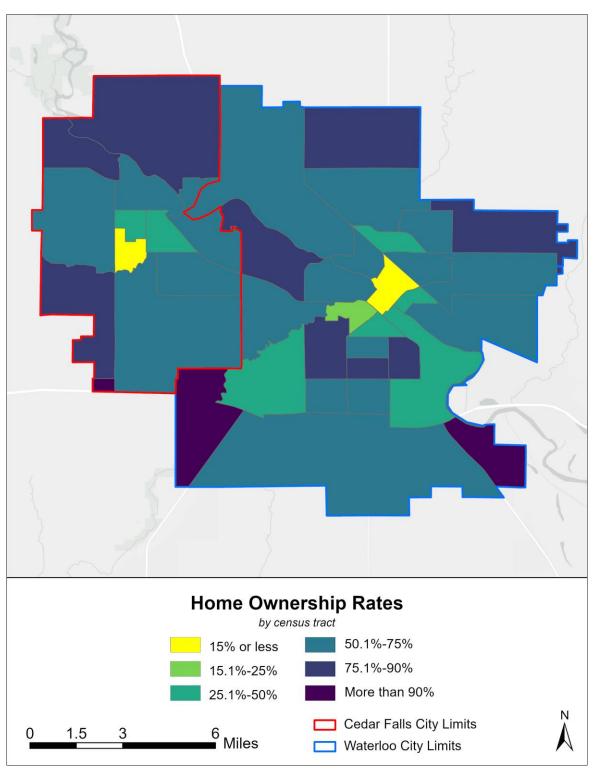
TABLE 14 – HOMEOWNERSHIP AND RENTAL RATES BY RACE AND ETHNICITY

	Waterloo			Cedar Falls			
Householder Race/Ethnicity	Owner Renter Households Households		Home- ownership Rate	Owner Households	Renter Households	Home- ownership Rate	
Non-Hispanic							
White	14463	6,449	69.2%	9,225	5,233	63.8%	
Black	1638	3,443	32.2%	35	141	19.9%	
Asian	244	290	45.7%	249	189	56.8%	
Native American	60	51	54.1%	5	55	8.3%	
2+ Races	565	411	57.9%	88	155	36.2%	
Other	230	315	42.2%	9	14	39.1%	
Hispanic	812	899	47.5%	64	222	22.4%	
Total	18,012	11,858	60.3%	9,675	6,009	61.7%	

Note: Data presented are number of households, not individuals.

Source: 2018-2022 American Community Survey, Table \$2502

FIGURE 36 – SHARE OF HOUSEHOLDS THAT ARE HOMEOWNERS IN THE WATERLOO-CEDAR FALLS HOME CONSORTIUM



Source: 2018-2022 American Community Survey, Table DP05

Mortgage Lending

Prospective homebuyers need access to mortgage credit, and programs that offer homeownership should be available without discrimination. The proceeding data and analysis assesses the degree to which the housing needs of local residents are being met by home loan lenders.

The Home Mortgage Disclosure Act of 1975 (HMDA) requires most mortgage lending institutions to disclose detailed information about their home-lending activities annually. The objectives of the HMDA include ensuring that borrowers and loan applicants are receiving fair treatment in the home loan market. HMDA data, which is provided by the Federal Financial Institutions Examination Council (FFIEC), includes the type, purpose, and characteristics of each home mortgage application that lenders receive during the calendar year. It also includes additional data related to those applications including loan pricing information, action taken, property location (by census tract), and information about loan applicants such as sex, race, ethnicity, and income. For the analysis below, the column labeled "Other" represents Native American applicants, whose application numbers tend to be small, concurrent with their share of the population; as well as applicants of other or 2+ races and applicants whose race was not listed.

The source for this analysis is 2022 tract-level HMDA data for census tracts Black Hawk County. Within each record, some data variables are 100% reported: "Loan Type," "Loan Amount," and "Action Taken," for example, but other data fields are less complete. According to the HMDA data, these records represent applications taken entirely by mail, Internet, or phone in which the applicant declined to identify their sex, race and/or ethnicity. Missing race, ethnicity, and sex data are potentially problematic for an assessment of discrimination. Records where race/ethnicity information was not provided by the applicant in a mail, internet or telephone application have been omitted, as have applications where no applicant income was included, resulting in a total of 1,937 assessed applications.

Table 15 shows the resulting analysis for mortgage application denial rates by race, ethnicity, and income level. Among these categories, the highest denial rates were among low- and mid-income Asian and Pacific Islander residents, followed by high-income Black residents. Notably, while denial rates typically decrease as income increases, high-income Black residents were denied at higher rates than low- and mid-income Black residents; however, as only 13 mid-income and 11 high-income applications by Black residents were recorded, this rate may be skewed due to small sample size.

When disregarding income levels and assessing only by race and ethnicity, Asian and Pacific Islander residents experienced the highest denial rates, followed by residents of other races and then by Black residents. These three categories experienced denial rates more than double those of Hispanic residents. When disregarding race and ethnicity and assessing only by income level, approval rates consistently increase with income.

Initial application rates also vary significantly by race and ethnicity – most notably, Black applicants made up only 4.9% of all assessed applicants despite making up 10% of the population in Black Hawk County. In contrast, Asian and Pacific Islander applicants made

up 3.6% of all assessed applicants, which is double the rate of their 1.8% population share in the County. Hispanic residents also applied for mortgages at rates higher than their population share, comprising 5.7% of applicants and 3.6% of the population. White residents applied at rates slightly lower than their population share, at 74.3% and 82.2% respectively.

Table 16 shows denial reasons provided by race, ethnicity, and income level. The most common denial reason provided was debt-to-income ratio, accounting for nearly 30% of all denials, followed by a poor credit history at 22% and a lack of collateral at 13%. A total of seven applications, or 8% were denied with no reason provided, five of which were from white applicants, one from an Asian or Pacific Islander applicant, and one from a Hispanic applicant. No applications were denied for reasons of mortgage insurance denial, but all other denial reasons were recorded in at least three cases.

TABLE 15 – HOME PURCHASE LOAN APPROVAL RATES IN BLACK HAWK COUNTY BY RACE AND ETHNICITY, 2022

Applico	ant Income		Non-Latino			Non-Latino			Latino/	All Applicants
		White	Black	Asian/PI	Other /NA	Hispanic	Applicariis			
Low	Completed Applications	768	71	40	103	77	1,059			
Income	Denial Rate	4.17%	8.45%	12.50%	13.59%	3.90%	5.67%			
Middle	Completed Applications	323	13	17	51	19	423			
Income	Denial Rate	2.17%	7.69%	11.76%	5.88%	0.00%	3.07%			
High	Completed Applications	350	11	13	66	15	455			
Income	Denial Rate	1.71%	9.09%	7.69%	3.03%	6.67%	2.42%			
All	Completed Applications	1,441	95	70	220	111	1,937			
Applicants	Denial Rate	3.12%	8.42%	11.43%	8.64%	3.60%	4.34%			

Note: Applications in which no income information was listed were excluded.

Data Source: FFIEC 2022 Home Mortgage Disclosure Act Data, Accessed via https://ffiec.cfpb.gov/data-browser/data/2022?category=counties&items=19013

TABLE 16 - HOME PURCHASE LOAN DENIAL REASONS IN BLACK HAWK COUNTY BY RACE AND ETHNICITY, 2022

		Collateral	Credit App. Incomp.	Credit History	Debt-to- Income Ratio	Employment History	Insufficient Cash (Down payment, Closing Costs)	Mortgage Insurance Denied	Other/ No Reason Listed	Unverifiable Information	TOTAL
	Low income	3	1	6	9	3	2	0	3	6	33
White	Middle income	1	1	3	1	0	0	0	1	0	7
	High income	0	2	1	2	0	0	0	1	0	6
	Low income	0	0	1	2	0	3	0	0	0	6
Black	Middle income	0	0	0	1	0	0	0	0	0	1
	High income	0	0	1	0	0	0	0	0	0	1
	Low income	0	0	0	5	0	0	0	0	0	5
Asian/PI	Middle income	0	0	0	1	0	0	0	1	0	2
	High income	1	0	0	0	0	0	0	0	0	1
	Low income	0	6	4	4	0	0	0	0	0	14
Other	Middle income	2	0	0	1	0	0	0	0	0	3
	High income	2	0	2	0	0	0	0	0	0	4
	Low income	1	0	1	0	0	0	0	1	0	3
Hispanic	Middle income	0	0	0	0	0	0	0	0	0	0
	High income	1	0	0	0	0	0	0	0	0	1
TOTAL		11	10	19	26	3	5	0	7	6	87

Note: Applications in which no income information was listed were excluded.

Data Source: FFIEC 2022 Home Mortgage Disclosure Act Data, Accessed via https://ffiec.cfpb.gov/data-browser/data/2022?category=counties&items=19013

ZONING, AFFORDABILITY, AND HOUSING CHOICE

Comprehensive land use planning is a critical process by which communities address a myriad of public policy issues such as housing, transportation, health, recreation, environmental protection, commercial and retail services, and land values, and address how the interconnection and complexity of these issues can ultimately impact the entire municipality. "The land use decisions made by a community shape its very character – what it's like to walk through, what it's like to drive through, who lives in it, what kinds of jobs and businesses exist in it, how well the natural environment survives, and whether the community is an attractive one or an ugly one."33 Likewise, decisions regarding land use and zoning have a direct and profound impact on affordable housing and fair housing choice, shaping a community or region's potential diversity, growth, and opportunity for all. Zoning determines where housing can be built, the type of housing that is allowed, and the amount and density of housing that can be provided. Zoning also can directly or indirectly affect the cost of developing housing, making it harder or easier to accommodate affordable housing. The following sections will explore how the zoning and land use codes in Waterloo and Cedar Falls impact housing affordability and fair housing choice.

Local Zoning Ordinance Review

The Federal Fair Housing Amendments Act of 1989 prohibits discrimination in housing based on race, color, sex, religion, national origin, disability, and familial status. The lowa Civil Rights Act (lowa Code 216) prohibits housing discrimination based on race, color, sex, sexual orientation, gender identity, religion, national origin, mental disability, physical disability, and familial status³⁴. The Fair Housing Act, in particular, takes precedence over local and state laws. Therefore, where conflicts arise between local laws and the Fair Housing Act, those instances will be indicated below. Although comprehensive plans and zoning and land use codes play an important role in regulating the health and safety of the structural environment, overly restrictive codes can negatively impact housing affordability and fair housing choice within a jurisdiction. Examples of zoning provisions that most commonly result in barriers to fair housing choice include:

- Restrictive forms of land use that exclude any specific form of housing, particularly multi-family housing, or that require large lot sizes or low-density that deter affordable housing development by limiting its economic feasibility;
- Restrictive definitions of family that impede unrelated individuals from sharing a dwelling unit;

³³ John M. Levy. Contemporary Urban Planning, Eighth Edition. Upper Saddle River, NJ: Pearson Prentice Hall, 2009

³⁴ Iowa Civil Rights Commission. Fair Housing Know Your Rights. https://icrc.iowa.gov/sites/default/files/publications/2019/IowaCivilRightsCommission_fair%20housing_PRIN T_0.pdf

- Placing administrative and siting constraints on group homes for persons with disabilities;
- Restrictions making it difficult for residents with disabilities to locate housing in certain neighborhoods or to modify their housing;
- Restrictions on occupancy of alternative sources of affordable housing such as accessory dwellings, mobile homes, and mixed-use structures.

The treatment of these issues in Waterloo and Cedar Falls is explored in Table 17 below. Because zoning codes present a crucial area of analysis for a study of impediments to fair housing choice, the latest available zoning and land use ordinances of each jurisdiction were reviewed and evaluated against a list of ten common fair housing issues. Taken together, these issues give a picture of (1) the degree to which exclusionary zoning provisions may impact affordable housing opportunities within the jurisdiction and (2) the degree to which the zoning code may impact housing opportunities for persons with disabilities. The zoning ordinances were assigned a risk score of either 1, 2, or 3 for each of the ten issues and was then given an aggregate score calculated by averaging the individual scores, with the possible scores defined as follows:

1 = low risk – the provision poses little risk for discrimination or limitation of fair housing choice, or is an affirmative action that intentionally promotes and/or protects affordable housing and fair housing choice;

2 = medium risk - the provision is neither among the most permissive nor most restrictive; while it could complicate fair housing choice, its effect is not likely to be widespread;

3 = high risk - the provision causes or has potential to result in systematic and widespread housing discrimination or the limitation of fair housing choice or is an issue for which the jurisdiction could take affirmative action to further affordable housing or fair housing choice but has not.

The zoning code review presented below is a limited analysis of the codes of the individual members of the Consortium; a comprehensive review of these codes is beyond the scope of this report. As with any zoning measures, the codes of these municipalities likely have fair housing implications or warrant further analysis, as proposed in the recommendations at the conclusion of this report.

The restriction of housing choice for certain historically/socio-economically disadvantaged groups and protected classes can happen in any number of ways and should be viewed on a continuum. The zoning analysis matrix developed for this report and the narrative below are not designed to assert whether each jurisdiction's code creates a per se violation of the FHA or HUD regulations, but are meant as a tool to highlight significant areas where zoning and land use ordinances may otherwise jeopardize the spirit and intent of fair housing protections and HUD's AFFH standards for its entitlement communities.

The issues chosen for discussion show where zoning ordinances and policies could go further to protect fair housing choice for protected and disadvantaged classes, and yet still fulfill the zoning objective of protecting the public's health, safety, and general welfare. Specifically, the issues highlighted by the matrix inform, first, the degree to which

the zoning ordinance may be overly restrictive and exclusionary to the point of artificially limiting the affordable housing inventory and directly contributing to higher housing and rental costs. And secondly, the matrix helps inform the impact the local regulations may have on housing opportunities for persons with disabilities, a protected class under state and federal fair housing law. The following chart lists the ten issues reviewed and the scores for each issue.

TABLE 17 – ZONING CODE RISK SCORES

	Waterloo	Cedar Falls
Issue	Score	Score
 1a. Does the jurisdiction's definition of "family" have the effect of preventing unrelated individuals from sharing the same residence? Is the definition unreasonably restrictive? 1b. Does the definition of "family" discriminate against or treat differently unrelated individuals with disabilities (or members of any other protected class)? 	1	1
 2a. Does the zoning code treat housing for individuals with disabilities (e.g., group homes, congregate living homes, supportive services housing, personal care homes, etc.) differently from other single family residential and multifamily residential uses? For example, is such housing only allowed in certain residential districts, must a special or conditional use permit be granted before siting such housing in certain residential districts, etc.? 2b. Does the zoning ordinance unreasonably restrict housing opportunities for individuals with disabilities who require onsite supportive services? Or is housing for individuals with disabilities allowed in the same manner as other housing in residential districts? 	2	1
3a. Do the jurisdiction's policies, regulations, and/or zoning ordinances provide a process for persons with disabilities to seek reasonable modifications or reasonable accommodations to zoning, land use, or other regulatory requirements? 3b. Does the jurisdiction require a public hearing to obtain public input for specific exceptions to zoning and land-use rules for applicants with disabilities? If so, is the public hearing process only required for applicants seeking housing for persons with disabilities or required for all applicants?	1	1
4. Does the ordinance impose spacing or dispersion requirements on certain protected housing types?	2	2
5. Does the jurisdiction restrict any inherently residential uses protected by fair housing laws (such as residential substance abuse treatment facilities) only to non-residential zones?	3	3

construction? 9b. Is there any provision for monitoring compliance? 10. Does the zoning ordinance include an inclusionary zoning provision or provide any incentives for the development of affordable housing or	2	2
9a. Are the jurisdiction's design and construction requirements (as contained in the zoning ordinance or building code) congruent with the Fair Housing Amendments Act's accessibility standards for design and		
housing types? 8. Are unreasonable restrictions placed on the construction, rental, or occupancy of alternative types of affordable or low-income housing (for example, accessory dwellings or mobile/manufactured homes)?	1	1
 7. Does the zoning ordinance fail to provide residential districts where multi-family housing is permitted as of right? Are multifamily dwellings excluded from all single-family dwelling districts? 7b. Do multi-family districts restrict development only to low-density 	1	1
6a. Does the jurisdiction's zoning and land use rules constitute exclusionary zoning that precludes development of affordable or low-income housing by imposing unreasonable residential design regulations (such as high minimum lot sizes, wide street frontages, large setbacks, low FARs, large minimum building square footage or large livable floor areas, restrictions on number of bedrooms per unit, and/or low maximum building heights)?	2	2

In Table 17 above, the City of Cedar Falls had the lowest zoning code risk score of the two jurisdictions (1.6). Waterloo had a slightly higher zoning code risk score of 1.7.

Questions 1a and 1b in the table inquire about each jurisdiction's definition of family. The City of Waterloo defines "family" as one or more persons occupying a single dwelling unit, provided that all members are related by blood, marriage, or adoption. Additionally, no such family can contain over four persons. However, there is an exception for children under foster care or exchange students. The City of Cedar Falls also has a somewhat restrictive definition for "family" to include only members of a household that are related by blood, marriage, or adoption; and not more than four cohabitants not so related.³⁵ Between the two jurisdictions, Waterloo has the more permissive definition of "family," which includes related as well as some limited inclusions of unrelated individuals. However, Cedar Falls allows for some larger-sized households of unrelated individuals, namely small group homes (up to 9 individuals living together), to exist in single-family, residential districts, essentially allowing them to bypass the city's otherwise restrictive definition of family. Zoning codes commonly define family to include individuals with relationships based on consanguinity or

³⁵ The City of Cedar Falls. Code of Ordinances, February 2024. Retrieved from https://library.municode.com/ia/cedar-falls/codes/code of ordinances?nodeId=10264

marriage, i.e., parents and children, or married couples and their in-laws. Zoning codes also tend to define "unrelated" or "functional" families that go beyond the traditional family structure. Historically, municipalities have imposed more restrictions on functional/unrelated families as a way to control density, traffic, and character of a neighborhood³⁶. While Cedar Falls and Waterloo contain restrictive definitions of family in their zoning code, city staff indicates that neither city regulates nor permits occupancy based on these definitions.

Definitions of "family" and "household" impact how each jurisdiction treats persons with disabilities living together in group homes, as discussed in Questions 2a and 2b. The Departments of Justice and Housing and Urban Development have jointly established that persons with disabilities must be allowed to live together in single-family districts, even if they live in group homes. Any definition of "family" or "household" that permits unrelated individuals to live together but subjects group homes of the same size to a more rigorous review process or prohibits group homes altogether is facially discriminatory.³⁷ Cedar Falls allows group homes for up to 9 residents by right in both single family and multi-family residential districts. However, a group home serving 9 or more unrelated residents exceeds the number of unrelated individuals meeting the City's definition of "family" and therefore does not establish a stricter standard than for unrelated persons living together without disabilities. City staff from Cedar Falls report that, while the zoning code may impose restrictions on unit occupancy, group homes are considered the same as any other residential household. The City of Waterloo's zoning ordinance does not specify restrictions on the total number of people allowed to live in group homes, however, it does allow individuals who are not related by blood, law, or adoption to still live in the same dwelling unit³⁸. Any additional restrictions on housing for persons with disabilities may have the effect of limiting fair housing choice for this protected class. Particularly, in Waterloo, while individuals in a group home are not required to be related to each other, group homes are not allowed in single-family districts and are restricted to R-3 multiple residence districts.³⁹

Questions 3a and 3b inquire about each jurisdiction's reasonable modification or accommodation processes to improve housing accessibility for persons with disabilities. While the City of Cedar Falls exempts some common accessibility features from yard requirements, neither of the two jurisdictions currently has a comprehensive reasonable accommodation process codified in their zoning ordinance. Most jurisdictions do give some discretion to staff to allow minor encroachments into the setback, which could allow applicants adding exterior modifications to complete an administrative process,

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³⁶ Cornell Law Faculty Publications, "Zoning for Families". Retrieved from: https://scholarship.law.cornell.edu/cgi/viewcontent.cgi?article=2823&context=facpub

³⁷ Department of Justice and the Department of Housing and Urban Development. (November 2016) "State and Local Land Use Laws and Practices and the Application of the Fair Housing Act," p.7-8. https://www.justice.gov/crt/page/file/909956/download

³⁸ https://cms6.revize.com/revize/waterloo/document_center/Planning/Zoning%20Ord%205079%2009-04-18.pdf . (page 12).

³⁹ https://cms6.revize.com/revize/waterloo/document_center/Planning/Zoning%20Ord%205079%2009-04-18.pdf. (page 49).

rather than enduring the variance process. The Fair Housing Act does not require jurisdictions to adopt reasonable accommodation processes, but strongly encourages this practice for the benefit of local government staff and the public.⁴⁰ City staff from Cedar Falls indicated that an accommodations process currently exists for residents who request it, however publishing or codifying the process could increase transparency and better ensure it is applied evenly.

Question 4 addresses spacing requirements on group homes, which are considered protected housing types. Cedar Falls considers group homes (less than 9 individuals) to be equal to single-family households and are thus allowed in single-unit residential districts. Further, Cedar Falls defines group homes as per lowa state law which defines group homes as including "elder family homes, elder group homes, and family care homes. Large group care facilities that provide housing for nine or more individuals are considered Group Living Uses." However, group homes are not allowed in single family residential districts in Waterloo, they are restricted to R-3 multiple residence districts.

Question 5 explores each jurisdiction's zoning requirements for residential substance abuse treatment facilities. Persons in recovery from alcohol or substance abuse are considered persons with disabilities under the Fair Housing Act.⁴¹ The Act therefore requires housing for persons in recovery to be treated in the same manner as other persons with disabilities. Cedar Falls omits any reference to housing for persons in recovery. This omission is compounded by additional ordinances, such as Section 26-141 in Cedar Fall's ordinance which defines treatment facilities as any health care facility providing either or both inpatient or outpatient therapy for substance abuse, mental illness, or other behavioral problems. Health care facilities are limited to districts for civic and institutional use. Therefore, the omission of this type as a permitted use in any residential district has the effect of prohibiting this use. In Waterloo, group homes are allowed in multiple residence districts and is further defined to include substance abuse facilities and juvenile centers. However, Waterloo's ordinance further states that these facilities and centers may not include a bed and breakfast, boarding or lodging house, rooming house, or halfway (rehabilitation) house, as such terms may be defined in this Ordinance⁴².

Academic and market research have proven what also is intuitive: land use regulations can directly limit the supply of housing units within a given jurisdiction, and thus contribute to making housing more expensive, i.e. less affordable.⁴³ Exclusionary zoning is

⁴⁰ Ibid., p. 17

⁴¹ Ibid., p. 7

⁴² https://cms6.revize.com/revize/waterloo/document_center/Planning/Zoning%20Ord%205079%2009-04-18.pdf. (Page 12).

⁴³ Gyourko, Joseph, Albert Saiz, and Anita A. Summers (2007) "A New Measure of the Local Regulatory Environment for Housing Markets: The Wharton Residential Land Use Regulatory Index," real.wharton.upenn.edu; Randal O'Toole. (2006) "The Planning Penalty: How Smart Growth Makes Housing Unaffordable," at independent.org/pdf/policy_reports/2006-04-03-housing.pdf; Edward L. Glaeser and

understood to mean zoning regulations which impose unreasonable residential design regulations that are not congruent with the actual standards necessary to protect the health and safety of current average household sizes and prevent overcrowding. Zoning policies that impose barriers to housing development by making developable land and construction costlier than they are inherently can take different forms and may include: high minimum lot sizes, low density allowances, wide street frontages, large setbacks, low floor area ratios, large minimum building square footage or large livable floor areas, restrictions on number of bedrooms per unit, low maximum building heights, restrictions against infill development, restrictions on the types of housing that may be constructed in certain residential zones, arbitrary or antiquated historic preservation standards, minimum off-street parking requirements, restrictions against residential conversions to multi-unit buildings, lengthy permitting processes, development impact fees, and/or restrictions on accessory dwelling units.

The Brookings Institution has found that "on roughly 75% of land in most cities today, it is illegal to build anything except single-family detached houses. The origins of single-family zoning in America are not benign: Many housing codes used density as a proxy for separating people by income and race." Although today it may be difficult to prove that a zoning ordinance's preference for single family zoning is facially (or intentionally) discriminatory in direct violation of fair housing laws, such land use regulations still may have the effect of artificially limiting the supply of housing units in a given area and disproportionately reducing housing choice for moderate to low-income families, minorities, persons with disabilities on fixed incomes, families with children, and other protected classes by making the development of affordable housing cost prohibitive. Legitimate public objectives, such as maintaining the residential character of established neighborhoods, environmental protection, or public health, must be balanced with housing needs and availability.

Looking at other regulatory barriers, Questions 6 and 7 inquire about exclusionary zoning tactics impose unreasonable design regulations or preclude the development of housing types that serve a variety of protected classes. Cedar Falls allows multifamily residential uses by right in several residential districts. Looking specifically at multifamily zoning districts, Cedar Falls has permissive setbacks, lot sizes and building minimums as long as the design standards meet the neighborhood medium frontage which is intended to fit comfortably into an existing neighborhood context that still allows for a slightly increased scale and intensity. Both Waterloo and Cedar Falls provide for zoning districts where low, medium, and high-density residential uses are permitted. In Waterloo, the R-3 multiple and district allows for onetwo-family residential residence multiple/condominium/row dwellings, group homes, mobile home parks, and alterations and conversions of single family/two family/multiple family dwellings into two

Joseph Gyourko. (2002) "The Impact of Zoning on Housing Affordability," law.yale.edu/system/files/documents/pdf/hier1948.pdf; The White House's Housing Development Toolkit, 2016, available at whitehouse.gov/sites/whitehouse.gov/files/images/Housing_Development_Toolkit%20f.2.pdf.

⁴⁴ Baca, Alex. (December 4, 2019) *"Gentle" Density Can Save Our Neighborhoods*," https://www.brookings.edu/research/gentle-density-can-save-our-neighborhoods.

family/multiple family dwellings, boarding and lodging houses, rooming houses, or bed and breakfasts. These conversions will only be allowed in accordance with the lot area and frontage and yard requirements. The R-4 multiple residence district permits any uses from the R-2 and R-3 districts in addition to professional offices⁴⁵.

Another way to improve access to housing for protected classes is through the provision of alternative housing types, such as accessory dwelling units and mobile/manufactured homes. These housing types are observed in Question 8. Cedar Falls permits the use of accessory dwelling units for owner-occupied attached and detached single-unit dwellings. However, both Cedar Falls and Waterloo have several restrictions on the use of mobile homes and mobile home parks. Waterloo only allows mobile homes in mobile home parks. Waterloo makes one exception in that "one (1) mobile home may be placed on a farm eighty (80) acres or larger in addition to an existing permanent dwelling provided that occupant of said mobile home is active in the conduct of agricultural operation of said farm⁴⁶".

Questions 9 and 10 complete the regulatory review, inquiring about building codes and inclusionary zoning policies. Cedar Falls uses the 2015 International Building Code, while Waterloo utilizes the 2021 International Building Code. Both building codes are compliant with the Fair Housing Act. Monitoring compliance with these codes is not required but is a good practice for ensuring safe and accessible housing products. Lastly, Waterloo and Cedar Falls do not currently have any inclusionary zoning incentives or provisions listed in the zoning code. Targeted planned developments would benefit from reduced minimum lot areas, lot widths, lot depths, and setbacks, as well as increased height allowances and modifications to the city's landscaping and off-street parking restrictions.

Local Fair Housing Ordinances

Both jurisdictions have adopted fair housing ordinances or ordinances on unlawful housing practices, which prohibit housing discrimination practices within the jurisdiction (see Waterloo Article A. Fair Housing; Cedar Falls Article I. Human Rights Commission).

The City of Waterloo's ordinance prohibits the following activities explicitly⁴⁷:

A. To refuse to sell, rent, lease, assign, sublease, refuse to negotiate, or to otherwise make unavailable, or deny any real property or dwelling or part, portion or interest therein, to any person because of the race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person.

B. To discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status, in the terms, conditions or privileges of the sale, rental, lease, assignment or sublease of any real property or dwelling or any part, portion or interest in the real property or

⁴⁵ https://cms6.revize.com/revize/waterloo/document_center/Planning/Zoning%20Ord%205079%2009-04-18.pdf. (Pages 45-53)

⁴⁶ https://cms6.revize.com/revize/waterloo/document_center/Planning/Zoning%20Ord%205079%2009-04-18.pdf. (Page 154).

⁴⁷ https://codelibrary.amlegal.com/codes/waterlooia/latest/waterloo ia/0-0-0-3838

dwelling, or in the provision of services or facilities in connection with the real property or dwelling.

- C. To directly or indirectly advertise, or in any other manner indicate or publicize that the purchase, rental, lease, assignment, or sublease of any real property or dwelling or any part, portion or interest therein, by persons of any particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status is unwelcome, objectionable, not acceptable, or not solicited.
- D. To discriminate against the lessee or purchaser of any real property or dwelling or part, portion or interest of the real property or dwelling, or against any prospective lessee or purchaser of the property or dwelling, because of the race, color, creed, religion, sex, sexual orientation, gender identity, disability, age or national origin of persons who may from time to time be present in or on the lessee's or owner's premises for lawful purposes at the invitation of the lessee or owner as friends, guests, visitors, relatives or in any similar capacity.
- E. To induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry or prospective entry into a neighborhood of a person of a particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status.
- F. To represent to any person of a particular race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status that a dwelling is not available for inspection, sale, or rental when the dwelling is available for inspection, sale, or rental. (Ord. 4891, 11-13-2007)
- G. To discriminate in the sale or rental, or otherwise make unavailable or deny a dwelling, to a buyer or renter because of a disability of:
 - 1. That buyer or renter;
- 2. A person residing in or intending to reside in that dwelling after it is sold, rented, or made available; or
 - 3. A person associated with that buyer or renter.
- H. To discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with the dwelling, because of a disability of:
 - 1. That person;
- 2. A person residing in or intending to reside in that dwelling after it is sold, rented, or made available; or
 - 3. A person associated with that person.
- I. To refuse to permit, at the expense of the person with a disability, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications are necessary to afford the person full enjoyment of the premises. In the case of a rental, a landlord may, where reasonable to do so, condition permission for a modification on the renter's agreement to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

- J. To refuse to make reasonable accommodations in rules, policies, practices, or services when the accommodations are necessary to afford the person with a disability equal opportunity to use and enjoy a dwelling.
- K. In connection with the design and construction of covered multi-family dwellings for first occupancy after March 13, 1991, to fail to design and construct those dwellings in a manner that meets the following requirements:
- 1. The public use and common use portions of the dwellings are readily accessible to and usable by persons with disabilities.
- 2. All doors designed to allow passage into and within all premises within the dwellings are sufficiently wide to allow passage by persons in wheelchairs.
- 3. All premises within the dwellings contain the following features of adaptive design:
 - a. An accessible route into and through the dwelling;
- b. Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
 - c. Reinforcements in bathroom walls to allow later installation of grab bars; and
- d. Usable kitchens and bathrooms such that a person in a wheelchair can maneuver about the space.

The City of Cedar Falls has established a Human Rights Commission in conformance with the Iowa Civil Rights Act, "to declare a public policy of nondiscrimination in the city, to cooperate in the claims process with the Iowa Civil Rights Commission and to provide for educational programs to prevent and eliminate discrimination in the city," (See Section 12-1).

The Commission's duties include the following:

- (1) Provide intake assistance for complaints from individuals who may be victims of discrimination and refer such complaints to the lowa Civil Rights Commission for investigation and adjudication.
- (2) Investigate and study the existence, character, causes, extent, and effects of discrimination in public accommodations, employment, apprenticeship programs, on-the-job training programs, educational curricula programs and housing in this city, and to attempt to eliminate such discrimination by education.
- (3) Promote equal opportunity in all areas of city government. The commission shall request and obtain such cooperation, assistance and data from city departments as may be reasonably necessary to carry out its work.
- (4) Formulate and carry out an educational program designed to prevent and eliminate discrimination.
- (5) Adopt such rules and regulations as may be necessary to govern, expedite and effectuate the provisions of this article.
- (6) Render to the city council, not less than once a year, a written report of its activities and recommendations.

(7) Cooperate with federal, state, regional, county and city agencies, citizens, citizen organizations, the board of education and private schools in formulating and developing courses of education to accomplish the objectives of this article.

In carrying out its duties under this article the commission shall further the city's public policy of nondiscrimination in the city on the basis of race, age, creed, color, sex, national origin, religion, ancestry, disability, familial status, sexual orientation, or gender identity.

(Ord. No. 2977, § 1, 1-4-2021)

Neither Waterloo nor Cedar Falls identify how these ordinances are administered or enforced in their given sections. However, county or state ordinances provide more robust response to fair housing complaints. For example, the lowa Civil Rights Commission receives, investigates, and resolves complaints regarding discrimination in the areas of employment, housing, public accommodations, credit, and education⁴⁸.

Nuisance Ordinances

A 2017 lawsuit filed against the City of Maplewood, MO alleged that Maplewood used its nuisance ordinance to penalize residents for making multiple police calls. In the lawsuit, a former Maplewood resident stated that her occupancy permit, which allowed her to live in the city, was revoked after she made four calls to the police between September 2011 and February 2012. The plaintiff's calls were distress calls made in response to domestic abuse perpetrated by her boyfriend. An ACLU article reported that city officials were aware of the repeated domestic abuse but chose to revoke her occupancy permit for 180 days, forcing her to leave the city. In 2018, the city of Maplewood settled with the plaintiff and changed its nuisance laws to exclude any persons calling the law enforcement as victims of a crime.⁴⁹

Nuisance ordinances in Waterloo and Cedar Falls are not generally as punitive as those in Maplewood. Cedar Falls' nuisance ordinance (see Chapter 15, Article I.) defines certain acts and conditions declared as nuisances as "whatever is injurious to the senses or an obstruction to the free use of property so as essentially to interfere with the comfortable enjoyment of life or property by the public or community". Waterloo's nuisance ordinance (see Chapter 2 sections 4-2-1 through 4-2-6), includes general property maintenance issues, corruption, or obstruction of natural bodies of water, obstruction of public roads/streets, etc. On the whole, public nuisances identified by the local ordinances cover common property maintenance issues.

⁴⁸ Iowa Civil Rights Commission. Fair Housing Know Your Rights. Retrieved from https://icrc.iowa.gov/sites/default/files/publications/2019/lowaCivilRightsCommission fair%20housing PRINT 0.pdf

⁴⁹ ACLU. (April 10, 2017) "Rosetta Watson v. Maplewood." https://www.aclu.org/cases/rosetta-watson-v-maplewood

CHAPTER 7. PUBLICLY SUPPORTED HOUSING

Publicly supported housing encompasses several strategies and programs developed since the 1930s by the federal government to ameliorate housing hardships that exist in neighborhoods throughout the country. The introduction and mass implementation of slum clearance to construct public housing projects during the mid-1900s signified the beginning of publicly supported housing programs. Government-owned and managed public housing was an attempt to alleviate problems found in low-income neighborhoods such as overcrowding, substandard housing, and unsanitary conditions. Once thought of as a solution, the intense concentration of poverty in public housing projects often exacerbated negative conditions that would have lasting and profound impact on their communities.

Improving on public housing's model of high-density, fixed-site dwellings for very low-income households, publicly supported housing programs have since evolved into a more multi-faceted approach overseen by local housing agencies. The Housing and Community Development Act of 1974 created Section 8 rental assistance programs. Section 8, now referred to as the Housing Choice Voucher (HCV) program, provides two types of housing vouchers to subsidize rent for low-income households: project-based and tenant-based. Project-based vouchers can be applied to fixed housing units in scattered site locations while tenant-based vouchers allow recipients the opportunity to find and help pay for available rental housing on the private market.

The Tax Reform Act of 1986 created the Low-Income Housing Tax Credit (LIHTC) program to incentivize development of affordable, rental-housing development. Funds are distributed to state housing finance agencies that award tax credits to qualified projects to subsidize development costs. Other HUD Programs including Section 811 and Section 202 also provide funding to develop multifamily rental housing specifically for disabled and elderly populations.

The now-defunct HOPE VI program was introduced in the early 1990s to revitalize and rebuild dilapidated public housing projects and create mixed-income communities. Although HOPE VI achieved some important successes, the Choice Neighborhoods Initiative program was developed to improve on the lessons learned from HOPE VI. The

scope of Choice Neighborhoods spans beyond housing and addresses employment access, education quality, public safety, health, and recreation.⁵⁰

Current publicly supported housing programs signify a general shift in ideology toward more comprehensive community investment and de-concentration of poverty. However, studies have shown a tendency for subsidized low-income housing developments and residents utilizing housing vouchers to continue to cluster in disadvantaged, low-income neighborhoods. Programmatic rules and the point allocation systems for LIHTC are thought to play a role in this clustering and recent years have seen many states revising their allocation formulas to discourage this pattern in new developments.⁵¹ The reasons for clustering of HCVs is more complicated since factors in decision-making vary greatly by individual household. However, there are indications that proximity to social networks, difficulties searching for housing, and perceived or actual discrimination contribute to clustering.⁵² This section will review the current supply and occupancy characteristics of publicly supported housing types and its geographic distribution across the region.

SUPPLY AND OCCUPANCY

Low-income residents in the consortium receive publicly supported housing assistance from the Housing Authorities of Waterloo and Cedar Falls. Together, these authorities manage a total of 1,415 Housing Choice Vouchers, 912 Project-Based Section 8 units, and 50 Public Housing units, as shown in Table 18. The consortium does not have any Section 202 or Section 811 units.

⁵⁰ Department of Housing and Urban Development. *Evidence Matters: Transforming Knowledge Into Housing and Community Development Policy*. 2011. www.huduser.gov/portal/periodicals/em/EM-newsletter_FNL_web.pdf.

⁵¹ Dawkins, Casey J. *Exploring the Spatial Distribution of Low Income Housing Tax Credit Properties*. US Department of Housing and Urban Development, www.huduser.gov/publications/pdf/dawkins_exploringliht_assistedhousingrcr04.pdf.

⁵² Galvez, Martha M. What Do We Know About Housing Choice Voucher Program Location Outcomes? A Review of Recent Literature. What Works Collaborative, 2010. www.urban.org/sites/default/files/publication/29176/412218-What-Do-We-Know-About-Housing-Choice-Voucher-Program-Location-Outcomes-.PDF.

TABLE 18 – UNITS BY PUBLIC HOUSING AUTHORITY

Housing Units	Public Housing Units	Housing Choice Vouchers	Project-Based Section 8 Units
Housing Authority of Waterloo	50	1,091	721
Housing Authority of Cedar Falls	0	324	191
TOTAL	50	1,415	912

Source: APSH 2023 data

Table 19 shows the residents of publicly supported housing in the three counties by race and ethnicity. White residents make up the largest overall share of publicly supported housing residents, accounting for about 53% of residents across all three categories. White residents also comprise the primary demographic within the individual Public Housing and Project-Based Section 8 categories, while Black residents comprise the primary demographic within the Housing Choice Voucher program and the second largest demographic group within each of the other two categories. Overall, Black residents make up nearly 45% of publicly supported housing residents despite accounting for just 12% of the consortium's overall population as of the 2020 Census, indicating a disproportionate need for this group.

TABLE 19 – RACE AND ETHNICITY OF PUBLICLY SUPPORTED HOUSING RESIDENTS BY PROGRAM CATEGORY IN THE WATERLOO-CEDAR FALLS HOME CONSORTIUM

Race/Ethnicity	Public Housing		HCV Program		Project-Based Section 8	
	# of residents	% of residents	# of residents	% of residents	# of residents	% of residents
White	45	90.0%	490	40.6%	496	71.7%
Black/African American	5	10.0%	684	56.7%	185	26.7%
Asian/Pacific Islander	0	0.0%	2	0.2%	N/A	N/A
American Indian/Alaska Native	0	0.0%	2	0.2%	N/A	N/A
Other	0	0.0%	0	0.0%	N/A	N/A
Hispanic/Latino	0	0.0%	28	2.3%	11	1.6%
TOTAL	50	100.0%	1,206	100.0%	692	100.0%

Note: Data presented are number of households, not individuals

Source: 2023 APSH data

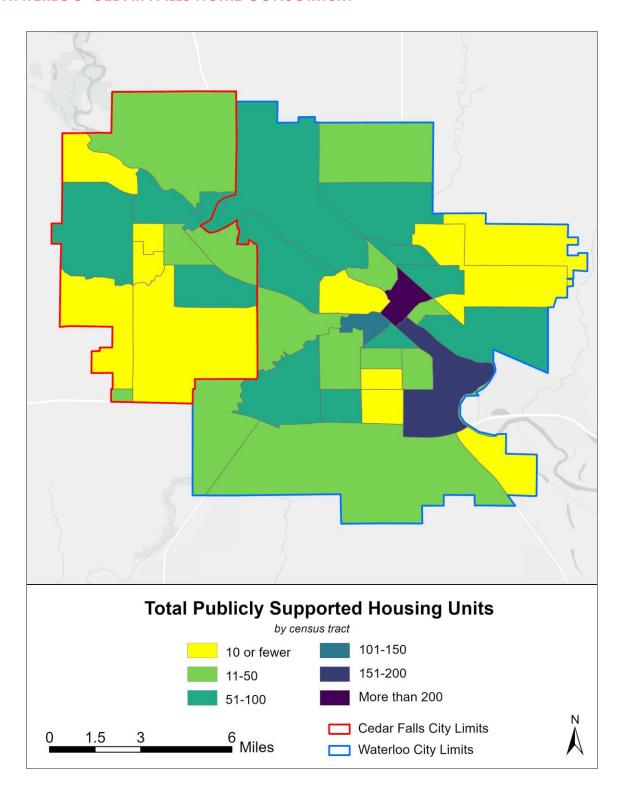
GEOGRAPHY OF SUPPORTED HOUSING

Figures 37-39 depict the locations of different types of publicly supported housing in Waterloo and Cedar Falls (note: census tracts with no recorded publicly supported housing units of a given type will appear blank). Publicly supported housing of all types, as depicted in Figure 37, is most prevalent in central and northern Waterloo, as well as portions of central Cedar Falls, and least prevalent in southern Cedar Falls and portions of eastern and southern Waterloo.

Figure 38 depicts the locations and concentrations of Housing Choice Vouchers in use within the consortium. By their nature Housing Choice Vouchers are intended to be the most widely distributed form of publicly supported housing, as they are intended to allow recipients to select their own housing in their preferred neighborhood from any landlord who accepts vouchers from the HCV program. Housing Choice Vouchers are more prevalent in Waterloo than in Cedar Falls, with Waterloo having the only three tracts to have more than 100 HCV holders each. In contrast, Waterloo has one tract with no HCV holders and four tracts with 10 or fewer HCV holders, while Cedar Falls has two tracts with no holders and two tracts with 10 or fewer holders. Overall, HCV holders are most concentrated in the central and eastern portions of Waterloo.

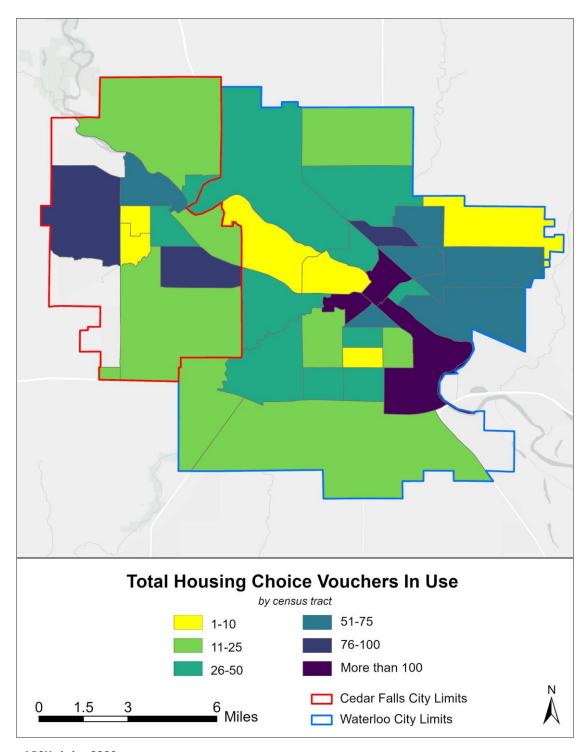
Figure 39 depicts the locations and concentrations of Project-Based Section 8 units in the consortium, which are significantly less widespread than Housing Choice Vouchers. Project-Based Section 8 units are most concentrated in areas of central and northeastern Waterloo and two census tracts in central Cedar Falls and are completely absent from some areas in northern Cedar Falls and southern, eastern, and northern Waterloo. Waterloo contains the only census tracts to have more than 100 Project-Based Section 8 units.

FIGURE 37 – DISTRIBUTION OF ALL PUBLICLY SUPPORTED HOUSING TYPES IN THE WATERLOO-CEDAR FALLS HOME CONSORTIUM



Source: APSH data, 2023

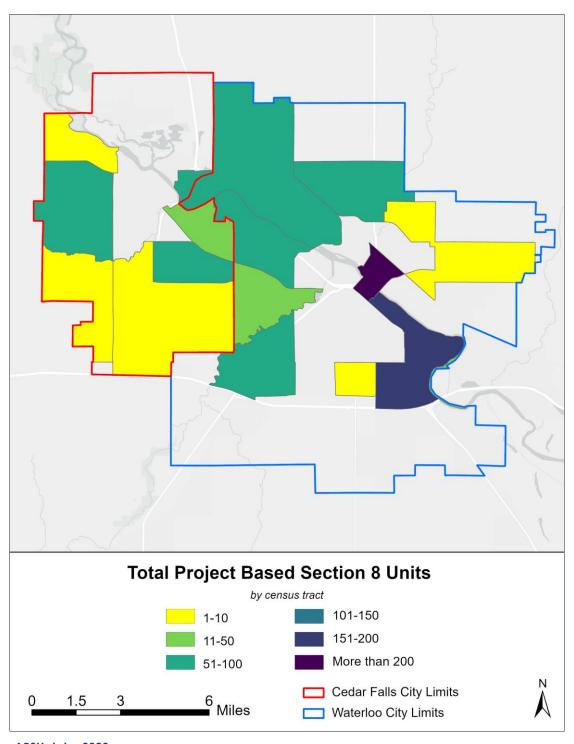
FIGURE 38 – DISTRIBUTION OF HOUSING CHOICE VOUCHERS IN THE WATERLOO-CEDAR FALLS HOME CONSORTIUM



Source: APSH data, 2023

NOTE: Blank tracts have no vouchers in use according to APSH data.

FIGURE 39 – DISTRIBUTION OF PROJECT BASED SECTION 8 UNITS IN THE WATERLOO-CEDAR FALLS HOME CONSORTIUM



Source: APSH data, 2023

NOTE: Blank tracts have no project-based Section 8 units according to APSH data.

CHAPTER 8. FAIR HOUSING ACTIVITIES

FAIR HOUSING COMPLAINTS

The HUD Office of Fair Housing and Equal Opportunity (FHEO) administers federal laws and establishes national policies that ensure that all Americans have equal access to the housing of their choice. An individual in Iowa who believes he or she has been the victim of an illegal housing practice may file a complaint with the appropriate HUD Regional Office of Fair Housing and Equal Opportunity (FHEO) within one year of when the discriminatory practice occurred. Typically, when a complaint is filed with FHEO, a case is opened and an investigation of the allegations of housing discrimination is initiated. During the investigation period, the agency will attempt through mediation to reach conciliation between the parties. If no conciliation agreement can be reached, the FHEO must prepare a final "Determination" report finding either that there is "reasonable cause" to believe that a discriminatory act has occurred or that there is no reasonable cause. If the agency finds "reasonable cause," HUD must issue a "Charge of Discrimination." If the investigator determines that there is no "reasonable cause," the case is dismissed. If a charge is issued, a hearing/trial will be scheduled before an administrative law judge. The ALJ may award the aggrieved party injunctive relief, actual damages, and impose civil penalties; but unlike federal district court, the ALJ may not impose punitive damages. Administrative proceedings are generally more expedited than the federal court trial process. The advantages of seeking redress through the administrative complaint process are that the DFEH/FHEO takes on the duty, time, and cost of investigating the matter for the complainant and conciliation may result in a binding settlement. However, the complainant also gives up control of the investigation and ultimate findings.

Housing discrimination claims may be brought against local governments and zoning authorities and against private housing providers to protect the housing rights and interests of aggrieved individuals and families impacted by discrimination. Local civil rights advocacy organizations, such as the Cedar Falls Human Rights Commission and the Waterloo Commission on Human Rights, and the State of Iowa, through the Iowa Civil Rights Commission (ICRC) may also receive and investigate complaints of housing discrimination on behalf of protected classes.

The remainder of this section presents data on and analysis of housing discrimination complaint filings received by HUD's FHEO, The ICRC, and the local human rights commissions in Cedar Falls and Waterloo. In evaluating the data that follows, the number of complaint filings alone should not be interpreted as a measure of the extent of housing

discrimination in a jurisdiction. Some communities may have large numbers of filings because of a healthy fair housing climate where residents are educated about their rights and know where to seek help and where strong advocates with a history of success in resolving fair housing issues are available to assist. A second caveat to consider is that a significant number of filed complaints are found not to have cause. Of the 36 total housing discrimination complaints reported by HUD for Waterloo and Cedar Falls (and further described below), 39% were found to have no cause. Therefore, while a complaint filing typically does suggest a perceived violation, recent HUD data indicates that nearly two in every five complaints does not meet the legal standard for charging a party with having committed housing discrimination.

Complaints Filed with HUD

Region VII of the FHEO receives complaints by households regarding alleged violations of the Fair Housing Act for cities and counties throughout Iowa, Kansas, Missouri, and Nebraska. The mission of the FHEO is to protect individuals from employment, housing and public accommodation discrimination, and hate violence. To achieve this mission, the FHEO maintains databases of and investigates complaints of discrimination and hate violence.

For the purpose of this report, the Regional FHEO Office in Kansas City provided fair housing complaint data for each of the cities spanning 2019-2023. HUD logged 29 complaint filings regarding housing in Waterloo and 7 filings concerning housing in Cedar Falls over the 2019-2023 period. The following tables, one for each city, display the bases of complaints received by FHEO by year over the five-year period. A single complaint can allege housing discrimination on multiple bases, so the numbers in these tables are not representative of the numbers of complaints received but only the number of times each basis was cited in the complaints filed in a given year. The full complaint data as supplied by the FHEO is found in the Appendix.

TABLE 20 - HOUSING DISCRIMINATION COMPLAINT BASES BY YEAR, CEDAR FALLS

Complaint Bases	2019	2020	2021	2022	2023	Total
Race	0	1	2	1	0	4
National Origin	0	0	0	0	0	0
Religion	0	0	0	0	0	0
Sex	0	0	0	0	0	0
Disability	0	0	1	1	0	2
Familial Status	0	1	0	0	0	1
Retaliation	0	0	0	1	0	1
TOTAL	0	2	3	3	0	8

Source: HUD Region VII Office of Fair Housing and Equal Opportunity

Housing discrimination complaints originating in Cedar Falls cite race as the basis of discrimination more often than any other basis; race is followed by disability. With a total

of just eight discrimination allegations over the preceding five-year period, the data does not lend itself to any detailed analysis of trends beyond highlighting that allegations of racial discrimination occur more frequently in Cedar Falls than do other types of discrimination. Analysis of complaint filing trends is better supported with Waterloo's data, which includes 35 total allegations of discrimination filed over the 2019-2023 period. Disability was the most common basis of complaint, representing 13 (37%) of the allegations. Disability is followed closely by race and then, with a substantially lower proportion, sex. The bases of national origin, familial status, and retaliation, each appeared only once in the five-year series of data.

TABLE 21 - HOUSING DISCRIMINATION COMPLAINT BASES BY YEAR, WATERLOO

Complaint Bases	2019	2020	2021	2022	2023	Total
Race	0	2	5	2	3	12
National Origin	0	0	0	1	0	1
Religion	0	0	0	0	0	0
Sex	0	0	2	4	1	7
Disability	2	1	3	4	3	13
Familial Status	0	0	1	0	0	1
Retaliation	0	0	0	1	0	1
TOTAL	2	3	11	12	7	35

Source: HUD Region VII Office of Fair Housing and Equal Opportunity

Complaints Filed with the Iowa Civil Rights Commission

The Iowa Civil Rights Commission (ICRC) also receives, investigates, and facilitates resolution of housing discrimination complaints (as well as complaints of discrimination in credit, education, employment and public accommodations) based on color, creed, family status (in credit and housing only), gender identity, marital status (in credit only), mental disability, national origin, physical disability, race, religion, retaliation, sex, or sexual orientation. The ICRC is tasked with upholding and enforcing the lowa Civil Rights Act of 1965.

For this analysis, housing discrimination complaint data was requested from the ICRC on November 6, 2023 and again on March 11, 2024 for data reflecting the total number, the status, and the basis/bases of housing discrimination complaints received for the period 2019 through 2023. As of the date of this report, the ICRC had not provided any data in response.

Complaints Filed with the Cedar Falls Human Rights Commission (HRC)

The Cedar Falls Human Rights Commission was established in 1974 by Cedar Falls Ordinance No. 1430. The HRC is given authority to investigate and conciliate complaints of discrimination in housing, employment, educational curricula, and in public

accommodations, and is tasked with formulating and delivering community antidiscrimination education as well. In its current composition, the 11-member body endeavors to protect human rights and promote diversity and equity for all Cedar Falls residents through advocacy, education and outreach. The HRC's webpage includes information on how to register a discrimination concern with the Commission and also links to the lowa Civil Rights Commission as an alternative avenue for filing a complaint of discrimination.

For the period January 1, 2019 through September 30, 2023, the HRC received just one housing discrimination complaint. The complaint was filed in 2023, however, before the commissioners could schedule an in-person meeting for an official intake, the complainant reported the issue had been resolved.

Complaints Filed with the Waterloo Commission on Human Rights (HRC)

The Waterloo Commission on Human Rights is an administrative agency within the City of Waterloo that was established in 1966. The Commission's mission is to protect and promote the personal dignity of all Waterloo citizens by eliminating discriminatory barriers that prevent individuals from reaching their full productive capacities. The Commission is empowered to receive and investigate complaints alleging unfair or discriminatory practices. A further element of the Commission's responsibility concerns community-based education, outreach, and training on issues of human and civil rights.

The Commission had no responsive data to provide regarding housing discrimination complaints it had received over the period January 1, 2019 through September 30, 2023, and stated that it is the Commission's practice to refer such complaints directly to HUD or the ICRC for investigation.

PAST FAIR HOUSING GOALS AND RELATED ACTIVITIES

The Cities of Waterloo and Cedar Falls have previously conducted a joint Analysis of Impediments to Fair Housing Choice, or AI, which was published in 2014. This AI identified thirteen potential impediments to fair housing choice. These impediments are shown in the tables that follow, along with a statement of the progress made toward addressing them over the intervening period of time.

TABLE 22. ACTIONS TAKEN TO ADDRESS PREVIOUSLY-IDENTIFIED IMPEDIMENTS

	Impediment	Actions Taken Since Previous Al
1.	No strategy to meet the market needs of the growing limited- English-speaking population has been introduced.	 Cedar Falls: now utilizing "Hands Up Communication" as a means to communicate with residents who speak a language other than English. Waterloo: developed a comprehensive strategy to meet the needs of the LEP population
2.	There is a growing mismatch between real income and housing cost.	 Cedar Falls: funded a direct rental assistance program for low-income rental housing; purchased software intended to better showcase rentals accepting HCV vouchers Waterloo: provides a tax abatement program intended to keep housing affordable and assist owners in making needed repairs; instituted a committee known as the GROW Committee to discuss and resolve housing issues; implemented a Housing Task Force to discuss and address housing issues; instituted an Emergency Repair Program to assist homeowners with emergency repair costs; implemented a down-payment assistance program for low-income homebuyers
3.	It is difficult for large families and people with disabilities to access quality, affordable, suitable housing.	 Cedar Falls: funded a direct rental assistance program for low-income rental housing; purchased software intended to better showcase rentals accepting HCV vouchers; implemented a rental rehabilitation program Waterloo: provides a tax abatement program intended to keep housing affordable and assist owners in making needed repairs; instituted a committee known as the GROW Committee to discuss and resolve housing issues; implemented a Housing Task Force to discuss and address housing issues; instituted an Emergency Repair Program to assist homeowners with emergency repair costs; implemented a down-payment assistance program for low-income homebuyers; instituted a lead abatement program funded by a 2021 Lead Hazard Control Grant
4.	The gap between White and minority median household incomes, unemployment rates, and homeownership rates is large and growing.	None noted

5. The supply of larger rental housing units may not match the demand from protected classes.	Waterloo: instituted a committee known as the GROW Committee to discuss and resolve housing issues; implemented a Housing Task Force to discuss and address housing issues
6. The City of Waterloo's zoning provisions regarding group homes limit their capacity to integrate into the community.	None noted
7. The strict definition of family imposes a barrier to the formation of non-traditional households.	Cedar Falls: amended zoning code to comply with lowa law on the definition of family
8. The Cedar Falls Human Rights Commission does not have the capacity to assertively enforce the provisions of the municipal human rights ordinance.	None noted
9. The indefinite closure of the Northeast Iowa Center for Independent Living and cancellation of the MET's Prime Time Pass program severely limit access for elderly and disabled residents, as well as employees working atypical hours.	Cedar Falls: allocated CDBG funding towards transportation services in previously underserved areas
10. A lack of transit connections to growing commercial corridors and suburban employment areas limits job access as well as access to community assets.	Cedar Falls: allocated CDBG funding towards transportation services in previously underserved areas

11. Ongoing patterns of disparity in private lending may indicate mortgage discrimination.	None noted
12. Testing for housing discrimination has not been conducted recently, despite positive results from the previous test and complaints of steering within the housing market.	None noted
13. Fair housing issues exist within both Waterloo and Cedar Falls' Nuisance Properties and Rental Inspection ordinances.	None noted

CHAPTER 9. IDENTIFICATION OF IMPEDIMENTS

Described below are the fair housing impediments identified in this Analysis of Impediments, along with associated contributing factors and supporting datapoints. Following these narrative descriptions is a table containing recommended actions, responsible parties, and potential partners for addressing the named impediments.

Impediment 1: Existing housing stock fails to meet various needs of the population, disproportionately impacting protected classes

Applies to: Waterloo and Cedar Falls

Data collection, stakeholder interviews, and community meetings all indicate that the existing housing stock in both Waterloo and Cedar Falls fails to meet the needs of the population in a variety of ways, many of which disproportionately impact protected class groups. The following factors contribute to this impediment to fair housing in the Waterloo-Cedar Falls HOME Consortium:

Age and condition of housing stock, particularly in Waterloo

Many stakeholders and community members noted during the community engagement process that poor housing condition is a major factor that limits housing access, especially in Waterloo. In particular, participants noted that low-income rental housing is frequently not kept up to code and that there are few or no incentives in place to prompt landlords to repair or maintain rental properties, and that the code enforcement departments in Waterloo and Cedar Falls may not be staffed adequately enough to make an impact. When surveyed, 59% of survey respondents believed that a lack of neighborhood investment constituted a barrier to fair housing within the Consortium, and 79% said that there is a medium- to high-level of need for programs that help homeowners make home repairs and improvements.

Data from the U.S. Census Bureau indicates that more than 75% of Waterloo homes and more than 50% of Cedar Falls homes were constructed before 1980 and therefore present a risk of lead exposure. Data also indicates that around 28% of Consortium residents have one or more HUD-defined housing problems, and that residents of protected classes are disproportionately more likely to experience a housing problem. In particular, Black and Pacific Islander residents were more than twice as likely to experience one or more housing problems than white residents. Housing problems also decrease consistently as

income levels increase, which inadvertently impacts protected class groups as disabled residents⁵³ and Black or Hispanic residents⁵⁴ typically have lower median incomes than white and/or abled residents due to decades of systemic inequality.

Perhaps most interestingly, Waterloo's change in occupancy since 2000 has not closely correlated to the development of new units in the way that Cedar Falls' has – Waterloo has added nearly 2,500 new units since 2000 but recorded an increase of less than 800 occupied units during that time frame; Cedar Falls added 3,300 units, 2,600 of which are occupied. In combination with other data on housing age and condition and with community feedback, this discrepancy may indicate that Waterloo residents are moving out of units in sub-par condition into new units as they become available. If true, this would mean that a portion of Waterloo's vacant units may remain vacant indefinitely due to their condition.

A lack of affordable and accessible housing for residents with disabilities

Around 16% of Waterloo residents and 10% of Cedar Falls residents have at least one disability, for a total of nearly 15,000 disabled residents within the Consortium. Despite these numbers, the cities contain no Section 811 or Section 202 housing units. When surveyed, 49% of consortium survey respondents reported believing that a lack of accessible housing options presented a barrier to fair housing choice, 76% said the Consortium has a medium- to high-level of need for more housing for people with disabilities, and 25% of respondents who reported having experienced housing discrimination said they believed the discrimination was based on their disability. Additionally, for people whose disability renders them unable to work a conventional job, affordable housing is nearly impossible to find within the Consortium - the 2024 SSI payment is \$934 per individual, which means that a person who relies on SSI payments for income would have to find a rent of \$314 or less to avoid being cost burdened. According to the National Low Income Housing Coalition the fair market rent for a onebed unit in the area was \$740 in 2023; however, residents who provided feedback consistently noted that HUD fair market rents fail to keep up with rapidly growing housing costs and do not provide a realistic picture of the housing market, suggesting that finding a one-bed unit for \$740 would be highly unlikely. Cedar Falls has recently adopted HUD Small Area Fair Market payment standards which increased the Housing Choice Voucher payment standard. A one-bedroom unit that prior to May 1, 2024, had a payment standard of \$810 (rent + utilities), now has a payment standard of \$924 (rent + utilities). This increase has had a positive impact on the ability of Housing Choice Voucher tenants

⁵³ https://www.statista.com/statistics/978989/disability-annual-earnings-us/

 $^{^{54}\} https://www.epi.org/blog/racial-disparities-in-income-and-poverty-remain-largely-unchanged-amid-strong-income-growth-in-2019/$

being able to lease up in Cedar Falls where housing costs are higher than other surrounding communities.

An inadequate overall housing supply and a lack of variety in housing types and sizes

Single-family homes are the predominant type of housing in both Waterloo and Cedar Falls, comprising more than 70% of each city's housing stock between detached and attached units. During the community feedback process stakeholders noted a need for more multi-family housing options, especially those prioritizing affordability. Some feedback noted that a disproportionate amount of new multi-family developments are luxury apartment buildings, which only furthers the affordability gap. Many residents also stated that the presence of the University of Northern Iowa in Cedar Falls creates intense competition for housing near the campus, noting that workers and families in the area are unable to compete with a group of multiple college students for single-family rental prices. This feedback indicates that more affordable multi-family units would be especially beneficial near the college campus.

Additionally, vacancy data for the Consortium indicates that the overall supply of units may be inadequate, regardless of unit type or size. Vacancy rates in both cities have increased from extremely low rates of 3.3-4.5% in the year 2000 but still remain lower than average, indicating that demand for new housing is still outpacing supply. Waterloo's vacancy rate of 9.5% is marginally lower than the national average vacancy rate of 10.8%, while Cedar Falls' vacancy rate is significantly lower at 6.9%, indicating a very tight housing market.

Impediment #2: Lacking resources and opportunities in R/ECAPs and low-income areas limits housing choices.

Applies to: Waterloo and Cedar Falls

When comparing access to resources and other services, Waterloo had lower levels of access compared to Cedar Falls due to its higher levels of poverty and unemployment. Because these under resourced communities lack certain opportunity features, housing in these locations is generally less able to meet the needs of residents. The need for neighborhood investment is particularly acute in parts of central Waterloo where there is a high concentration of minority populations. For example, these census tracts have the highest unemployment rates and lowest median incomes. The most under-performing schools, among both Cedar Falls and Waterloo, are also found within the city of Waterloo. While public transit is accessible throughout both cities, its service is limited and prevents many from being able to rely on this as a form of transportation in and out of the cities. The majority of jobs available in the cities are also found within their central areas where population density is highest, however high unemployment rates in certain census tracts indicates many people in need of employment may not qualify for them and, therefore, do not benefit as would be expected from being in close proximity to these jobs.

- Labor Market Engagement: Unemployment is highest in the single R/ECAP tract in Downtown/East Waterloo, which also has the highest concentration of minority populations. Only between 40.5% to 51.6% of people aged 16+ within the tract participate in the labor force. However, overall, Cedar Falls and Waterloo have similar labor market engagement rates, with most tracts having over 60% of people participating in the labor force.
- Schools: The largest disparity between Cedar Falls and Waterloo involves school proficiency and performance. All but one of Waterloo's schools, score below the state's average in different performance measures such as mathematics, post-secondary readiness, and more, while schools in Cedar Falls all meet or exceed the state average. Additionally, educational attainment is higher in Cedar Falls, where the majority of tracts have over 43.2% to 59.9% of residents who have a bachelor's degree or higher. In terms of educational attainment by race, rates are similar among most racial groups in Waterloo, where 20% to 25% have a bachelor's degree or higher. However, Native Americans and Native Hawaiian/Pacific Islander residents have the lowest educational attainment rates. In Cedar Falls, Black residents have the lowest educational attainment of all groups, where less than 5% or less have a bachelor's degree or higher.
- Transportation: Based on interviews and focus group discussions, transportation is a pressing issue in Waterloo and Cedar Falls. While MET Transit has several routes that cover most of Waterloo and Cedar Falls, residents and stakeholders described its service overall as limited and unreliable for people who work late night shifts. MET's operating hours are limited to traditional school and work hours (5:45AM to 6PM). Additionally, Paratransit services are offered, however, a person needs to be eligible based on physical needs/disabilities and requires verification from medical professional, etc. It is not offered to people who need door-to-door service because the routes do not cover their area. Overall, Waterloo's R/ECAP tract and parts of central Waterloo have the highest rates of households without access to a vehicle. The majority of both cities have access to at least one vehicle, making the cities car dependent and thus have scored low on their walkability score.
- Food: USDA Food Research Atlas data indicates that the share of residents who
 have low incomes and live further than one-half mile from the nearest
 supermarket is highest in census tracts further out from central Waterloo and
 Cedar Falls. Particularly, food access was emphasized as a concern by Waterloo
 residents and stakeholders who noted that downtown Waterloo has been
 recognized as a food desert and there is a high need for healthier and
 affordable food options.
- **Healthcare**: The proportion of residents who are uninsured is highest in central Waterloo and its surrounding census tracts where there is a higher concentration of minority populations. More than 10.5% of the population in these areas are uninsured.

Together, these measures indicate that a lack of access to high-quality community facilities, resources, and services in some areas of the Cities restrict access to fair housing choice by limiting opportunity for residents. To address disparities in community resources and associated lack of access to opportunity, meeting attendees, survey respondents, and stakeholders interviewed during this planning process emphasized the need for continued investment in neighborhood services, facilities, and infrastructure in these communities.

Impediment 3: A lack of a centralized homelessness or poverty reduction plan and related services creates disproportionate barriers for protected classes

Applies to: Waterloo and Cedar Falls

In 2023, the Institute for Community Alliances in Iowa produced a report titled "Snapshot 2023 of Service and Shelter Use & County Data Book" which provides homelessness data detailed by county. The report identified a total of 1,309 individuals in 933 households who experienced homelessness in Black Hawk County at some point in 2022. While data specific to Black Hawk County is not available for previous years, a comparison of the 2023 report using 2022 data with the 2020 report using 2019 data shows that Iowa has experienced a 160% increase in people seeking homeless services since the COVID-19 pandemic. This indicates that homelessness is a growing concern in the state and likely in the region, yet the Consortium lacks a centralized homelessness and/or poverty reduction plan, meaning that homeless residents may struggle to access information on available resources. The following factors contribute to this impediment to fair housing in the Waterloo-Cedar Falls HOME Consortium:

A homeless population disproportionately comprised of federally protected classes

In 2022, 26.5% of people identified as homeless during the lowa Balance of State CoC Point-In-Time count were Black. Only 4.1% of the population of the State of Iowa is Black, meaning that Black Iowans are present among the homeless population at a rate more than six times greater than their overall population share. Native American and Hispanic residents were also disproportionately represented among the homeless population, although to a less extreme degree.

In addition to disproportionate representation by race or ethnicity, the National Association of City and County Health Officials reported in 2019 that an estimated 25% of the homeless population was disabled⁵⁵. As this number was reported prior to the COVID-19 pandemic, it is possible that disability rates have increased in the time since.

⁵⁵ https://www.naccho.org/blog/articles/homelessness-among-individuals-with-disabilities-influential-factors-and-scalable-

solutions#:~:text=Point%2Din%2Dtime%20counts%20(,health%20and%2For%20substance%20abuse

American Community Survey data for 2019 reports that the national average disability rate at this time was 12.6%, meaning that disabled Americans experience homelessness at double the rate of their population share.

Finally, in a first-of-its-kind study, the Williams Institute out of the UCLA School of Law found in 2020 that LGBTQ+ adults were more than twice as likely to experience homelessness than adults who were not a member of this group⁵⁶. In particular, transgender adults were significantly more likely to experience homelessness than non-transgender adults, whether gay or straight. The study also found that the incidence of homelessness among LGBTQ+ adults was compounded by race and ethnicity, with Black LGTBQ+ adults and especially Black transgender adults being the most likely to experience homelessness.

A lack of a Consortium, county, or area-wide poverty or homelessness reduction plan

A variety of local agencies, including local government entities, non-profits, and faith-based organizations, provide services to special needs populations in Waterloo and Cedar Falls, but there is no clear lead coordinating agency uniting or promoting collaboration between these agencies. In the past, the Black Hawk County Local Homeless Coordinating Board was as the lead coordinating agency for the administration of homeless services in the area through the lowa Balance of State Continuum of Care; however, it is unclear whether this organization still remains functional and active in 2024. Without a lead coordinating agency or plan, the Consortium fails to outline and pursue goals directly related to preventing homelessness or assist individuals experiencing homelessness, instead relying on fragmented organization-based policies and programs which may allow the most vulnerable residents to fall through the cracks. This potential weakness may hinder the Consortium's ability to set strategic goals and collaborate on services provided.

A lack of centralized city-run homeless services and shelter options

The Consortium relies heavily on local non-profits and religious institutions to provide homeless services and shelter and provides few City-funded or City-specific services apart from publicly supported housing. LGBTQ+ residents may face extra difficulty in finding shelter and services since they are frequently excluded from services provided by the Salvation Army⁵⁷, which is one of the Consortium's primary homeless service providers. During the community engagement process for this Analysis of Impediments, one stakeholder who works in homeless services relayed a story of a client who was evicted from the Waterloo Salvation Army men's shelter after it was discovered that he was transgender. As gender identity and sexual orientation are protected classes, and as

⁵⁶ https://williamsinstitute.law.ucla.edu/publications/lgbt-homelessness-us/

⁵⁷ https://www.advocate.com/salvation-army

there is significant intersection between these classes, race and ethnicity, and homelessness, this presents a significant barrier to fair housing.

Impediment 4: Zoning Restrictions Limit Housing Options for Protected Classes

Applies to: Waterloo and Cedar Falls

Housing accessible to people with disabilities is in short supply in both Waterloo and Cedar Falls. In the fair housing survey conducted as part of this analysis, more than three in four respondents rated housing options for people with disabilities either a high need or moderate need. Resident input obtained through focus groups and pop-up interactions further supported this finding, with residents describing the cities' housing stock as generally older (particularly in Waterloo) and frequently with steps at the entrance, making it less likely to be accessible and expensive to modify.

Compounding the unique needs for increased housing supply for people with disabilities, there are provisions of the cities' respective zoning codes that could have the effect of further limiting housing options for this protected class. Neither of the two jurisdictions currently has a reasonable accommodation process or provision in their zoning ordinances. Federal fair housing law requires that municipalities provide individuals with disabilities or developers of housing for people with disabilities flexibility in the application of land use and zoning and building regulations, or even waive certain requirements, when it is reasonable and necessary to eliminate barriers to housing opportunities. Residents needing a variance from the land use and zoning regulations due to a disability must otherwise go through the formal variance process, including a public hearing. Whereas simple administrative procedures may be adequate for the granting of a accommodation, reasonable the variance procedures, or a reasonable accommodation that must be considered and granted by action of a public body, like a planning commission or city council, may subject the applicant to the public hearing process, with its costs and delays, and the potential that community opposition based on stereotypes about people with disabilities may impact the outcome. As a matter of equity, transparency, and uniformity, it is advisable that the Cities each adopt a standardized, administrative process for granting reasonable accommodations.

Group homes provide an important source of housing for some people with disabilities and federal fair housing guidelines have established that persons with disabilities must be allowed to live together in group homes in single-family residential districts, comparable to groups of unrelated non-disabled people living together as may be permitted under a zoning code's "family" definition. Cedar Falls considers group homes (of less than 9 individuals) to be equivalent to single-family households (limited to 4 related individuals per household) and are thus allowed in single-family residential districts. In Waterloo, group homes are allowed in multi-family residential districts, but not in single-family districts.

Residential treatment facilities, which typically provide integrated supportive services such as counseling, can be an important source of housing for people recovering from

drug or alcohol abuse (who are considered persons with disabilities under the Fair Housing Act), domestic violence victims, and people who were formerly homeless or incarcerated. In Cedar Falls, the zoning ordinance considers this inherently residential use together with that of healthcare facilities and limits them to districts for civic and institutional use, thus preventing them from any residential zoning districts. Although there is some ambiguity, Waterloo appears to consider such uses to be group homes, in which case, they would be allowed in some residential districts. The ambiguity in distinguishing between group homes and halfway or rehabilitation houses, however, could create an opportunity for discrimination in the event the ordinance is interpreted or applied inconsistently.

Impediment #5: Historic inequalities and negative community perceptions continue to limit opportunity and housing choice

Applies to: Waterloo and Cedar Falls

This impediment addresses community attitudes that inhibit housing options for protected classes, including racial and ethnic minorities and immigrants. Public input indicated that negative perceptions of Waterloo persist within the community, particularly in comparison to Cedar Falls. Over time, these perceptions have impacted the private sector's level of investment and interest in development in Waterloo as well as prospective residents' choices as to where to live within the Cedar Valley. During focus groups and interviews, residents and stakeholders alike brought attention to the generally negative perceptions of Waterloo, both locally and regionally, due to fears around violence, homelessness, and lower quality of life. However, Waterloo has experienced some growth particularly among migrant populations who are settling in the city in search of better opportunity. Due to the low wages most undocumented and LEP populations are often limited to, their housing choice is thus impacted as they struggle to compete with rising rent prices. Because Cedar Falls is known to have a higher cost of living due to its concentration of affluent households and therefore lower-income households may be limited to Waterloo more relatively affordable housing options.

Waterloo also has a higher concentration of Black residents who have historically been subjected to racist policies that have had lasting impacts in the region. A recent case study conducted by the Grout Museum District analyzed race relations in Waterloo from as early as 1910⁵⁸. Specifically, restrictive covenants and redlining were utilized as a way to segregate Black and white residents in Waterloo (and Cedar Falls as well). This resulted in severe overcrowding of Black families and forcing them into areas with extreme poverty and crime. By the 1970s, the city experienced "white flight" and urban sprawl that led white families into new neighborhoods on the city's southwest side creating

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⁵⁸ https://www.groutmuseumdistrict.org/about/news/the-history-of-waterloo-a-case-study-.aspx

further disinvestment of Waterloo's core neighborhoods. Today, Waterloo has been nationally ranked as one of the worst cities for Black Americans based on income and social inequality⁵⁹. Additionally, Waterloo has dealt with several noteworthy incidents that have sparked racial tension throughout the city, reinforcing some negative stereotypes regarding its reputation.

Given the city's negative perceptions both nationally and in comparison, to Cedar Falls, residents of Waterloo have voiced their desire for more community development and investment in the city to help encourage affordable housing, better living conditions, investment in its built environment from parks to infrastructure, and strategic economic development that can empower residents with skills and better-paying opportunities. In order to promote a stronger sense of community and identity throughout the city, community engagement participants stressed the significance for collaboration between the local government, community organizations, BIPOC residents, and the youth.

Impediment 6: Need for Continued Fair Housing Education

Applies to: Waterloo and Cedar Falls

Waterloo and Cedar Falls benefit from a relatively well-developed fair housing infrastructure, evident in the human rights commissions maintained by each of the cities. lowa state law requires cities with populations exceeding 29,000 people to create independent civil rights organizations to interface with the Iowa Civil Rights Commission for the purpose of coordinating investigations and expediting housing discrimination complaints. The cities' respective commissions comply with the state's requirements in this regard. Both commissions were consulted in the course of this study and their close coordination with ICRC was evident in their responses to requests for housing discrimination complaint data. Even so, input collected from stakeholders and residents indicated that these commissions' roles in providing fair housing education and/or receiving housing discrimination complaints was unclear. Several people who provided input for this analysis relayed a belief that these commissions have been more active and engaged in this work at points in the past. Because of the organizational capacity, fair housing expertise, and other resources these commissions bring to the table, opportunities to enhance their responsibilities and step up their role as local coordinators of fair housing activity should be explored in both Waterloo and Cedar Falls. Iowa Legal Aid and an array of other, smaller nonprofit organizations were mentioned by respondents as additional fair housing resources, but each was generally seen as working

⁵⁹ https://www.desmoinesregister.com/story/news/2018/11/19/iowa-waterloo-cedar-falls-metro-area-city-named-worst-place-black-americans-live-24-7-wall-street/2026602002/

individually rather than as part of a coordinated mechanism to provide fair housing education and complaint intake across the community more broadly.

Responses to the community survey conducted as part of this analysis suggest that the need for fair housing education is ongoing. Specifically, only 46.8% of respondents reported knowing their fair housing rights and just over half (50.4%) said they knew where to file a report of housing discrimination. These results indicate that education efforts have reached some residents, but there is still a need for continued outreach to the public, especially with information about tenant rights, the value of filing a complaint when discrimination occurs, and the responsibilities of landlords to maintain their rental properties.

Further, as part of their fair housing outreach and education efforts, the Cities should also consider ways to further promote homeownership incentives and assistance programs. These could include any downpayment assistance activities offered by the cities themselves, their subrecipients, or programs offered by the state or other entities. The analysis of Home Mortgage Disclosure Act (HMDA) data in this report found that Black residents apply for mortgages at lower rates and are denied mortgages at higher rates than nearly all other racial or ethnic groups. Asian and Pacific Islander residents attempted to obtain mortgages at considerable rates, but faced high rates of denial. Raising awareness within the community at large, and among Black and other minority residents in particular, of supports and programs that make homeownership more attainable may help to level those disparities.

TABLE 23 – FAIR HOUSING GOALS AND ACTIVITIES

Contributing Factors	Recommended Activities and Goals	Responsible Parties and Partners
Impediment #1: Existing	housing stock fails to meet various needs of the population, disproportionately impacti	ng protected classes
	 Expand existing programs that help homeowners with emergency repairs and expand or institute programs to assist homeowners with non-emergency repairs which may impact a home's livability; set a goal for number of households assisted and assess the results in each city's yearly CAPER. Expand code enforcement inspections and requirements for landlords of low- 	
	income rental units, including, if necessary, the expansion of the code enforcement department.	City of Waterloo
Age and condition of housing stock	Expand or institute City-sponsored programs intended to rehabilitate or demolish and rebuild blighted units; set a goal for number of units assisted and assess the results in each city's yearly CAPER.	City of Cedar Falls
	Create and distribute materials to all residents of publicly supported housing, especially HCV holders, detailing renters' fair housing rights and landlord obligations for upkeep, maintenance, and repairs, including information on resources for situations in which landlords fail to provide required upkeep and repairs.	
A lack of affordable and accessible housing options for residents with disabilities	 Consider opportunities to encourage or incentivize the construction of new accessible housing units for people with disabilities. Any public subsidies for new housing development for people with disabilities should be given priority consideration when the housing will be located in an area that increases access to transit and opportunities. 	City of Waterloo City of Cedar Falls Community Partners

	 When new accessible housing is proposed by a developer, organization, or agency, express support (through letters of support and/or certifications of consistency with the Consolidated Plan) wherever possible.
	 Review local funding mechanisms and federal grant sources for opportunities to incentivize development of new accessible housing units and/or support the cost of accessibility modifications to existing housing.
	 Meet with local providers of accessible housing and permanent supportive housing to discuss resources available and potential for collaboration on future proposed housing developments.
	 Investigate the potential for a) expanding Cedar Falls' HCV unit listing software into Waterloo and b) adding information on accessibility features in listed units that accept Housing Choice Vouchers.
	Determine the percentage of public housing and Project-Based Section 8 units within the Consortium that have accessibility features and set an annual target for increasing that percentage of units over time.
An inadequate overall	Conduct a housing market study to consider avenues for incentivizing development of new multi-family units, particularly within Waterloo and in the area of Cedar Falls near the University of Northern Iowa campus.
housing supply and a lack of variety in housing types and sizes	 Using the findings of the market study, create a plan to incorporate such incentives and a goal for number of multi-family units added per year; then assess the progress toward this goal in each City's annual CAPER.
	Introduce inclusionary zoning provisions that would incentivize the set-aside of low-income or affordable housing in all new multi-family developments.

Contributing Factors	Recommended Activities and Goals	Responsible Parties and Partners
Impediment #2: Lacking	resources and opportunities in R/ECAPs and low-income areas limits housing choices	
Need for neighborhood revitalization and safety improvements in areas of low opportunity	 During the Consolidated Plan and Annual Action Plan processes, the Cities should identify place-based strategies focused on improving physical resources and building human capital in specific, defined high-poverty areas, particularly in low-income tracts in Waterloo. Develop and keep up-to-date an inventory of areas in Waterloo where public infrastructure is lacking, limited, or otherwise in jeopardy. Outline a strategy for funding projects which address unsafe property conditions, streetlights, sidewalks, infrastructure, and public facilities. Continue to support low-income homeowners in need of home repairs and rehabilitation. 	City of Waterloo City of Cedar Falls
Low-income areas are underserved relative to access to grocery and other neighborhood-oriented retail	 Continue to support economic development in downtown Waterloo which has low access to grocery stores and other retail options for residents. During the Consolidated Plan and Annual Action Plan processes, the City should create a place-based strategy to provide business and entrepreneurial support, including financial and technical assistance, to eligible new or expanding businesses that fill market niches and create jobs for low-income residents. 	City of Waterloo

Low school proficiency disproportionately impacts African American and Latino residents. Partner with Waterloo and Cedar Falls school districts, community stakeholders, and others to provide facilities, resources, and services to students attending lower-performing schools. These may include basic school resources and supplies, school readiness, mentoring and tutoring, family engagement and literacy, health services, behavioral and social supports, enrichment programs, programs to increase food security and access, support for ESL students and students with disabilities, resources for students experiencing homelessness or who are part of economically disadvantaged households, and other resources and services.

City of Waterloo

City of Cedar Falls

Waterloo

Community Schools
District

Cedar Falls Community Schools District

Black Hawk County

Overall public transit service is limited in Waterloo and Cedar Falls. There is a need for third shift/late night workers, accessibility issues for people with disabilities, and public safety concerns regarding lack of signage/lights.

- Improve pedestrian and bike facilities to better connect residential areas with various community resources and opportunities.
 - Analyze sidewalk networks, pedestrian safety, ADA accessibility, and bike lanes/paths in low- and moderate-income neighborhoods to determine potential need for enhanced pedestrian and bike facilities to connect residential areas with shopping, healthcare, bus stops, employment areas, and other destinations. Also consider the availability of pedestrian infrastructure connecting key destinations (major employers or employment centers, shopping areas, etc.) with the closest bus stop. Develop priorities for improvements.
 - o Based on this analysis, make recommended sidewalk and bike lane/path improvements, beginning with the highest priorities.
- Continue to monitor opportunities to improve transit access between Waterloo and Cedar Falls neighborhoods, suburban population centers, and major employers/employment centers and modify routes and schedules as needed.

City of Waterloo
City of Cedar Falls
MET Transit Authority
Black Hawk County

Contributing Factors	Recommended Activities and Goals	Responsible Parties and Partners
Impediment #3: A lack of barriers for protected clo	of a centralized homelessness or poverty reduction plan and related services creates d asses	isproportionate
A homeless population disproportionately comprised of Federally protected classes	Using CDBG funding, expand existing assistance programs targeting extremely low-income residents who are at an increased risk of homelessness, a group disproportionately comprised of federally protected classes; report on the number of individuals assisted by homelessness prevention programs by type of assistance received in each City's annual CAPER, including demographic data where possible.	City of Waterloo City of Cedar Falls Community Partner
A lack of a Consortium, county, or area-wide poverty or homelessness reduction plan	Using data generated in this report and in each City's new Consolidated Plan, the Cities should jointly convene a homelessness prevention conversation in collaboration with existing homeless service providers to better understand local homelessness trends and design mitigation measures to reduce homelessness; set measurable goals to assess efficacy and report on progress towards these goals in each City's annual CAPER.	City of Waterloo City of Cedar Falls Continuum of Care Community Partner
A lack of centralized City-run homeless services and shelter options	 the Cities should convene a homelessness prevention conversation in collaboration with existing homeless service providers to consider the feasibility of creating a joint City-sponsored homeless shelter program. Explore potential funding or other resource options for the construction and operation of a shelter program or facility. Investigate whether the Black Hawk County Local Homeless Coordinating Board is still operational; if not, form a new homelessness task force or committee including representatives from Waterloo, Cedar Falls, and existing local homeless service providers to guide overall homelessness assistance strategy across Waterloo and Cedar Falls. 	City of Waterloo City of Cedar Falls Continuum of Care Community Partner

Task either the Black Hawk County Local Homeless Coordinating Board or a
potential new homelessness task force with producing a centralized resource
guide for individuals experiencing or at risk of homelessness in the area; ensure
collaboration with local homeless service providers in order to encompass all
available resources.

Contributing Factors	Recommended Activities and Goals	Responsible Parties and Partners
Impediment #4: Zoning	Restrictions Limit Housing Options for Protected Classes	
Insufficient accessible housing exists to serve the needs of people with disabilities	 Consider opportunities to encourage or incentivize the construction of new accessible housing units for people with disabilities. Any public subsidies for new housing development for people with disabilities should be given priority consideration when the housing will be located in an area that increases access to transit and opportunities. When new accessible housing is proposed by a developer, organization, or agency, express support (through letters of support and/or certifications of consistency with the Consolidated Plan) wherever possible. Review local funding mechanisms and federal grant sources for opportunities to incentivize development of new accessible housing units and/or support the cost of accessibility modifications to existing housing. Meet with local providers of accessible housing and permanent supportive housing to discuss resources available and potential for collaboration on future proposed housing developments. Investigate the potential for a) expanding Cedar Falls' HCV unit listing software into Waterloo and b) adding information on accessibility features in listed units that accept Housing Choice Vouchers. 	City of Waterloo City of Cedar Falls Community Partners

Waterloo and Cedar Falls do not have clear and objective processes by which persons with disabilities may request a reasonable accommodation	Draft and adopt local code amendments that would provide an administrative alternative to a variance application for people requesting accommodation or modification related to a disability.	City of Waterloo City of Cedar Falls
Restrictions on group homes, residential treatment facilities, and "family" definitions in the Cities' zoning codes may create barriers to the development and siting of some types of group housing for people with disabilities	 The zoning ordinance and table of permitted uses should be reviewed and amended to clarify where group homes and residential substance abuse treatment facilities may be located, taking care to ensure these uses may be permitted within residential zoning districts. Revise the zoning code's family definition to mean a "functional family" or remove the definition altogether in favor of maximum occupancy being regulated instead by the building code. 	City of Waterloo City of Cedar Falls

Contributing Factors	Recommended Activities and Goals	Responsible Parties and Partners			
Impediment #5: Historic	Impediment #5: Historic inequalities and negative community perceptions continue to limit opportunity and housing choice				
Less investment in Waterloo compared to Cedar Falls. Economic development in Waterloo is not as cohesive as Cedar Falls, which has more organized placemaking initiatives.	 Address public safety concerns through investments in community development and infrastructure. Explore alternative funding options to create incentives for new development in distressed neighborhoods or other areas of opportunity such as commercial corridors in need of revitalization. Implement and fund more placemaking/beautification efforts such as promoting local artists through murals, creating wayfinding signage, improve storefronts, etc. 	City of Waterloo			
More collaboration and government support are needed for community-based organizations including connecting with diverse populations and youth.	 Empower the local youth by creating committees or conducting studies to identify their priorities and needs. Encourage their involvement in decision making regarding the use of grant funds, creating new programs for students, hosting community events, etc. Support existing community organizations that serve immigrant populations who are in need of skills to find employment or are in need of understanding how various systems/processes work, such as how to start their own entrepreneurial endeavors. 	City of Waterloo City of Cedar Falls Community Partner			

Overall low wages throughout the city of Waterloo with multiple tracts where households are low-income	 Collaborate with community partners to support resident and employer participation in job search, placement, and training programs. In particular, expand paid job training programs. Collaborate with residents and community partners to understand barriers to accessing job training programs and employment, and continue to develop and fund strategies to address these barriers. Invest/expand job training and placement initiatives for individuals with LEP to increase their self-sufficiency and housing stability. 	City of Waterloo Job training and employment assistance programs
Housing discrimination and residential segregation have created limited access to opportunity for specific population groups and communities.	Provide community-wide educational material, workshops, and other resources that address issues regarding diversity, inclusion, and equity. Ensure people are aware of their rights and how to report instances relating to discrimination.	City of Waterloo City of Cedar Falls

Contributing Factors		Responsible Parties and Partners			
Impediment #6: Need for Continued Fair Housing Education					
Stakeholder input and survey responses indicate that more fair housing education is needed for the general public	 Either using in-house staff, working through the cities' respective human rights commissions, or using another contracted provider, the cities should annually design and/or update and coordinate delivery of a fair housing education program that reaches the public with information about fair housing rights and responsibilities, how to recognize discrimination, and how and where to file a complaint. Ensure targeting to members of the public who are most vulnerable to housing discrimination, including racial and ethnic minorities, low-income populations, people with limited English proficiency, and people with disabilities. Focus efforts on incorporating fair housing education components into other scheduled events (e.g., a fair housing booth at a community or school event) or working through existing organizations with ties to various community groups. Create and distribute materials to all residents of publicly supported housing, especially HCV holders, detailing renters' fair housing rights and landlord obligations for upkeep, maintenance, and repairs, including information on resources for situations in which landlords fail to provide required upkeep and repairs. Provide community-wide educational material, workshops, and other resources that address issues regarding diversity, inclusion, and equity. Ensure people are aware of their rights and how to report instances relating to discrimination. 	City of Waterloo City of Cedar Falls Waterloo Commission on Human Rights Cedar Falls Human Rights Commission Community Partne			

Increased planning and coordination is needed for a comprehensive, communitywide fair housing approach	 The cities and their respective human rights commissions should schedule a series of planning and strategy sessions, perhaps facilitated by a third-party organizational development consultant, to refine roles and responsibilities related to fair housing and housing discrimination. A memorandum of understanding signed between the organizations could serve to outline a more strategic and comprehensive approach to fair housing, reducing duplication of effort and positioning each party to work with an area of greatest strength. 	City of Waterloo City of Cedar Falls Waterloo Commission on Human Rights Cedar Falls Human Rights Commission Community Partners
Disparities in rates of homeownership and mortgage applications	 A set of promotional materials highlighting homeownership resources should be developed with input and assistance from local lenders familiar with mortgage products for moderate-income homebuyers. Strategize with lenders and other housing industry professionals on opportunities to deliver promotional materials to low- and moderate-income communities and particularly to racial minorities, whose rates of homeownership and mortgage applications are disproportionately low. 	City of Waterloo City of Cedar Falls Mortgage Lenders Community Partners



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: Michelle Pezley, AICP, Planner III

DATE: June 17, 2024

SUBJECT: Rezoning Request- 2216 Main Street, and 127 E 23rd Street (RZ24-001)

REQUEST: Rezone property from M-1 Light Industrial to C-2 Retail Commercial.

PETITIONER: Seven D LLC, owner; Chris Fischels of Fischels Commercial & Residential

Group, applicant

LOCATION: 2216 Main Street, and 127 E 23rd Street; West of Main Street; North of E

Seerley Blvd. (RZ24-002)

PROPOSAL

Seven D LLC requested a rezoning of three properties, 2300 Main Street, 2216 Main Street, and 127 E 23rd Street from M-1 Light Industrial to C-2 Commercial. The proposal is to rezone a 3.8-acre site owned by Seven D LLC located north of E Seerley Blvd from M-1 Light Industrial to C-2 Retail Commercial District. The rezoning of 2300 Main Street is in progress.

BACKGROUND

Before the City Council hearing on May 20, 2024, staff determined that the legal description submitted by the applicant was inaccurate and did not include 2216 Main Street and 127 E 23rd Street parcels. Due to this error, the published notice of hearing only included the legal description for the larger parcel at 2300 Main Street.

On May 20, 2024, based on staff's recommendation to keep the rezoning request moving forward for the benefit of the applicant, the City Council held a Public Hearing and approved the first reading of the rezoning of the parcel at 2300 Main Street.

A new legal description for the two smaller lots was submitted by the applicant to move forward with the rezoning of the two smaller lots.

In 2024, a dentist's office is interested in leasing space in the building. The M-1 District does not allow institutions for human care, such as a dentist's office. The applicant proposes to

rezone the property to allow a dental clinic in one of the lease spaces. The two smaller lots will be used for parking and landscaping to support 2300 Main Street.



<u>ANALYSIS</u>

CURRENT ZONING

The purpose of the M-1 Light Industrial Zoning District is to provide an environment suitable for industrial activities that do not create visible nuisance or hazards to surrounding properties. It allows most uses that are within the C-3 District except for any dwellings, schools, hospitals, clinics, or other institutions for human care with the exception of daycare uses. This ensures compatibility of uses because some for industrial uses could have an unintended effect on human care uses.

The request is to change the zoning on two parcels totaling 0.6 acres of land located north of E Seerley Blvd from M-1 Light Industrial to C-2 Retail Commercial District.

PROPOSED ZONING

The C-2 Retail Commercial District Zone is intended to provide space for regional and neighborhood retail uses. Uses allowed in C-2 include dwellings, schools, hospitals, clinics, or other institutions for human care.

The site is surrounded by residential uses and a former gas station along the west, a lumber yard to the north, and an auto quick lube to the south. The properties to the north, east, and south are within the M-1 Zoning District. The residential properties to the west are in the R-4 Zoning District and the former gas station location is in the C-2 Zoning District. Staff finds that the zoning change will be compatible with the surrounding area and will allow for a more compatible use next to the residential uses to the west.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map identifies these two parcels as Community Commercial. The requested C-2 zoning is consistent with the Comprehensive Plan and the request would not require an amendment to the Future Land Use Map.

ACCESS TO PUBLIC SERVICES

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

ACCESS TO ADEQUATE STREET NETWORK

The properties have access from Main Street

PUBLIC NOTICE

City staff mailed letters to the surrounding property owners notifying them of the rezoning request.

TECHNICAL COMMENTS

The City technical staff, including Cedar Falls Utilities, have no concerns with the proposed rezoning request.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of the rezoning request.

PLANNING & ZONING COMMISSION

Introduction 3/27/2024

Chairperson Hartley introduced the next item, a request to rezone property located near the intersection of Main Street and Seerley Boulevard. Ms. Pezley, Planner III, presented the staff report, describing the location, uses of surrounding properties, the basic review criteria for a rezoning, and the applicant's reason for requesting the rezoning. The property is currently M-1 Light Industrial District, and the request is to rezone the property to C-2 Commercial District. The applicant would like to add a dental clinic in the building, which is not allowed in the M-1 zoning district. Ms. Pezley noted that the proposed rezoning is consistent with the Future Land Use Map, which identifies this area as appropriate for community commercial uses. She noted that all necessary public infrastructure is available to support the proposed zoning change.

Moser asked if a collision center (auto body repair) would be allowed if the zoning change is approved. Ms. Pezley confirmed that an auto body repair shop would not be allowed if rezoned to C-2. Moser asked how the city would follow up if there were any changes to the use that transformed it into an auto body repair shop. Pezley noted that the staff report was very detailed on what was allowed in the C-2 Zone with the auto detailing shop. If the use changed to a more extensive repair shop, this would provide context and help determine if there was a code violation.

Stalnaker asked how the code enforcement changes between the current zoning and proposed zoning. Pezley explained that the detailing shop as currently described by the applicant would be allowed in the proposed zoning district.

Stalnaker asked if the use ever gets to be a nuisance to the neighborhood, how would the City handle that. Howard explained that if the property owner was changing the use, they would have to come to the city for building permits and the change of use would be reviewed at that time. Howard understands that there is a fine line between the proposed detailing shop and an auto body repair shop and that is why staff asked the applicant to describe the use in detail for the record. Howard explained that the C-2 zone allows for many commercial uses such as auto service, but it does not allow auto body work/collision center. This change would go to a less intense use than the current zone which is in a direction that would be more compatible with the comprehensive plan. The building was previously used for commercial uses, and they would like to continue to use the building for commercial uses.

Henderson asked if the owner could use the building as a collision center today and Howard said yes. Henderson points out that the rezoning would ensure a less intense use for the neighbors moving forward.

Chris Fischels, representing the property owner, said that this is the first time that he has seen an applicant request a down-zoning, but the owner would like to lease space for a dental clinic. He was there to answer any questions. There were no questions or comments from the Commission.

Dr. Spencer Walker, 3413 Pheasant Dr., Cedar Falls. Walker is the dentist who wants to lease space in the building. Walker has been working in Cedar Falls for 13 years and has outgrown his current office. Walker plans to stay in Cedar Falls for many years to come and thinks this would be a good location for the clinic.

Hartley asked for any more comments and there were none. Hartley shared that he thought that this was great repurpose of the building. Moser agreed.

Sorensen moved to set the public hearing for the April 10, 2024, Planning and Zoning Commission meeting. Henderson seconded the motion. The motion was approved unanimously on a voice vote.

Public Hearing 4/10/2024

The next item for consideration by the Commission was a rezoning request for 2300 Main Street, 2216 Main Street and 127 E. 23rd Street. Chair Hartley introduced the item and Ms. Howard discussed the notice that is required for rezoning requests. She explained that the required notice did not get published in the Courier. She provided two options for proceeding with the item. The Commission can waive the notice requirement per City Code, hold the public hearing and make a recommendation to City Council to approve the rezoning request or postpone the hearing to the next meeting. She noted that regardless of which option the Commission chooses, the case will not be scheduled for a Council meeting until May 6, so the decision will not slow down the process for the applicant.

Sorensen made a motion to waive the notice requirement. Henderson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser and Sorensen), and 0 nays.

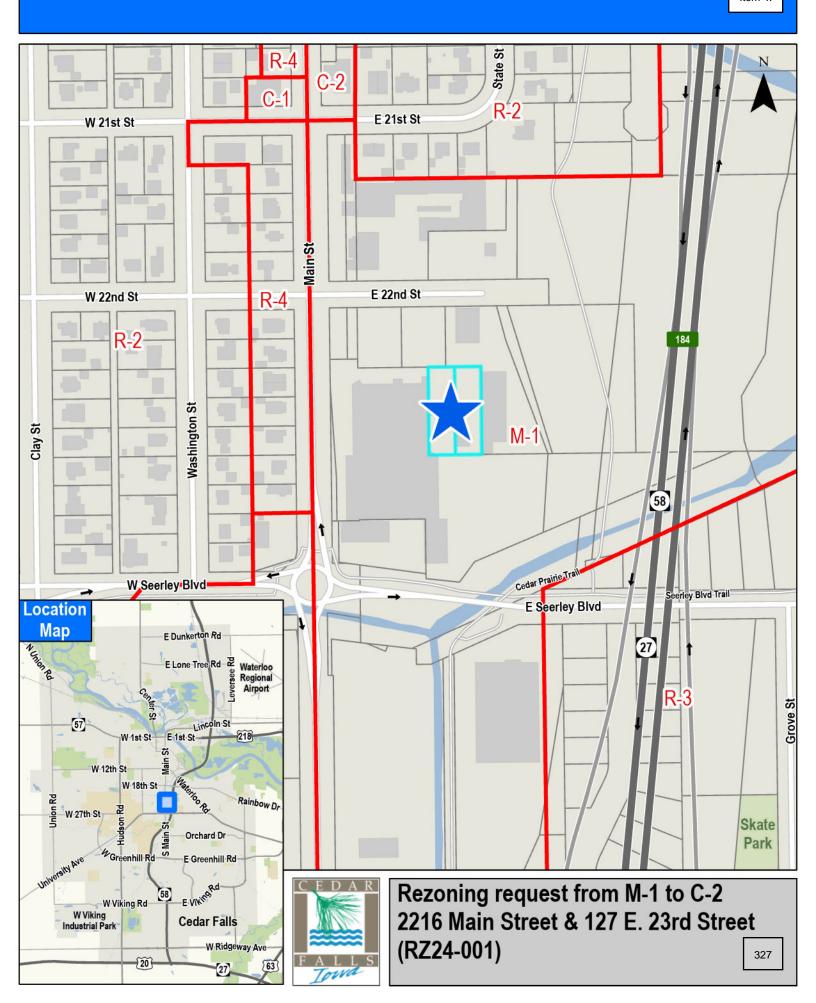
Ms. Pezley provided background information, explaining the criteria for considering a rezoning. She discussed the characteristics of the designation and the allowable uses. She noted that the property is in a developed area of the city and has access to all utilities and public services and is consistent with the Future Land Use Map. The property also has direct access to Main Street and E. Seerley Boulevard. Staff recommends approval of the rezoning.

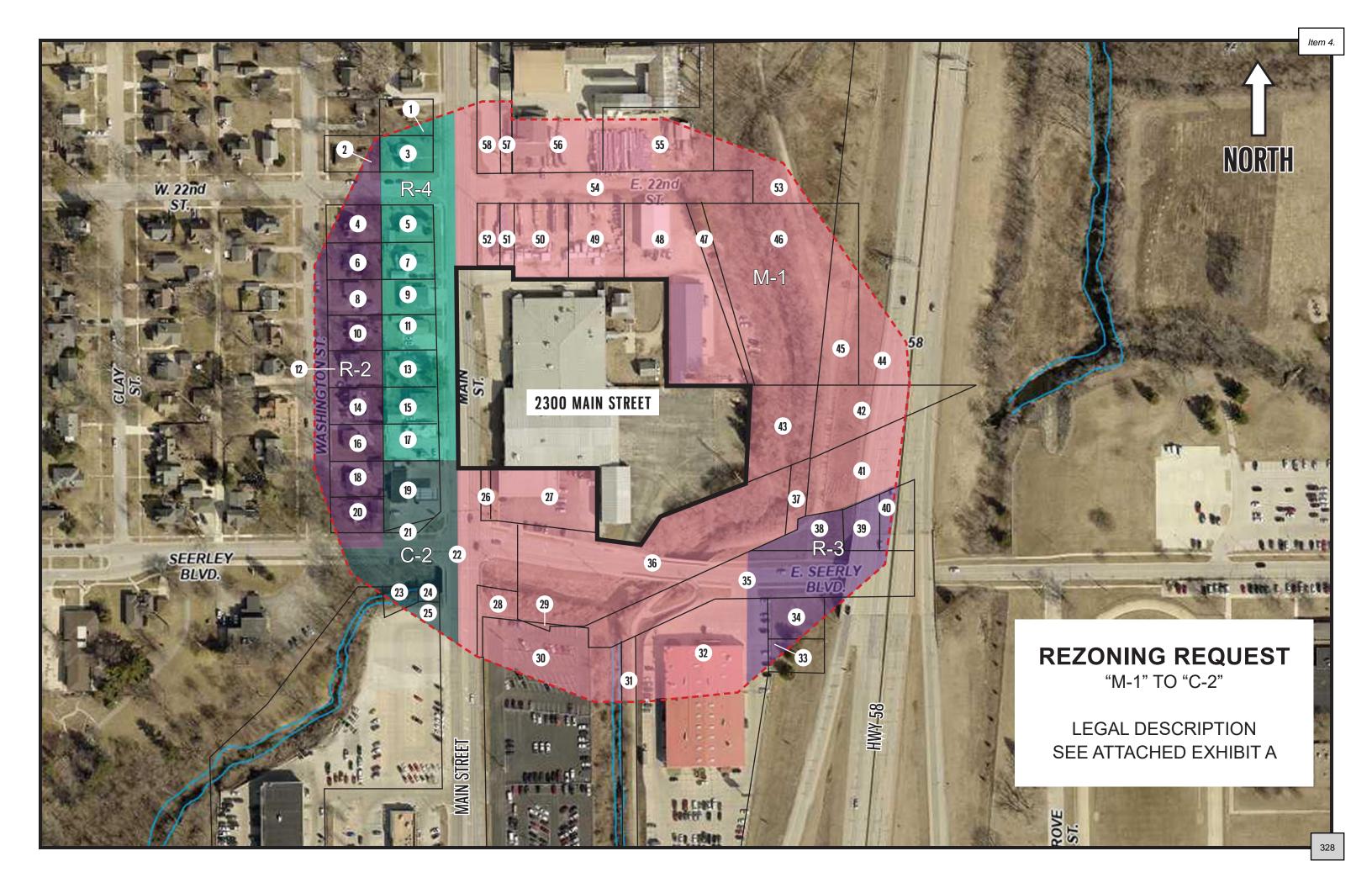
Chris Fischels, 4200 West Rock Road, Hudson, Iowa stated that he is available to answer any questions.

Sorenson made a motion to approve the item. Johnson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser and Sorensen), and 0 nays.

Attachments: Location Map

Rezoning Exhibit Plat





Prepared by: Michelle Pezley, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

ORDINANCE NO. 3069

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 0.6 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE M-1 LIGHT INDUSTRIAL DISTRICT AND ADDING IT TO THE C-2 COMMERCIAL DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 0.6 acres of property from M-1 Light Industrial District to C-2 Commercial District, more specifically described below; and

WHEREAS, said C-2 Commercial District allows for community commercial that meets the principles of the Cedar Falls Comprehensive Plan and Code of Ordinances; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and find that said rezoning is consistent with the City of Cedar Falls Comprehensive Plan and public services are available to support development according to the C-2 Commercial District; 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 M-1 Light Industrial District and added to the C-2 Commercial District:

Legal Description

That part of the Northwest Quarter of the Southeast Quarter of Section 13, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Beginning at a point on the South line of said Northwest Quarter of the Southeast Quarter, which point is 220 feet East of the East line of the Chicago, Great Western Railroad right-of-way, said point also being 323 feet East of the Southwest corner of said Northwest Quarter of the Southeast Quarter; thence East along said South line. 60 feet; thence North and parallel to said Railroad rightof-way, 200 feet; thence West and parallel to said South line, 60 feet; thence South and parallel to said Chicago, Great Western Railroad right-of-way, 200 feet, to the place of beginning.

AND

That part of the Northwest Quarter of the Southeast Quarter of Section 13. Township 89 North, Range 14 West of the 5th P. M., Black Hawk, County, Iowa, described as follows: Beginning at a point on the South line of said Northwest Quarter of the Southeast Quarter, which point is 160 feet East of the East line of the Chicago, Great Western Railroad right-of-way, said point also being 263 feet East of the Southwest corner of said Northwest Quarter of the Southeast Quarter; thence East along said South line, 60 feet; thence North and parallel to said Railroad right -of-way, 200 feet; thence West and parallel to said South line, 60 feet; thence South and parallel to said Chicago, Great Western Railroad right-of-way, 200 feet, to the place of beginning.

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 C-2, Commercial District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

INTRODUCED:	June 17, 2024	
PASSED 1 ST CONSIDERATION:	June 17, 2024	
PASSED 2 ND CONSIDERATION:	July 1, 2024	
PASSED 3 RD CONSIDERATION:		
ADOPTED:		
ATTEST:		Daniel Laudick, Mayor
Kim Kerr, CMC, City Clerk		



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

OPERATIONS AND MAINTENANCE DIVISION 2200 TECHNOLOGY PKWY 319-273-8629 FAX 319-273-8632 TO: Mayor Danny Laudick and City Council

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

DATE: June 10, 2024

SUBJECT: Refuse Collection Ordinance Modification

Please find attached for consideration proposed changes to Chapter 10, GARBAGE AND REFUSE of the City Ordinance. As you may recall, a presentation was made to Council on March 3, 2024, proposing a service fee for overfilled carts and return service trips for late placement of carts. The proposed service fees are \$15.00 each for overfilled carts and return service for late placement.

You will also notice other housekeeping modifications that were made. One in particular, is the removal of language related to asphalt shingle recycling that was discontinued due to DNR regulations.

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

CC: Chase Schrage, Public Works Director

Att.

ORDINANCE	NO.

AN ORDINANCE 1) AMENDING SECTION 10-3, CONTAINERS; PLACEMENT FOR COLLECTION; PENALTY FOR VIOLATION, TO ADD A MUNICIPAL INFRACTION FOR OVERFILLED GARBAGE AND YARD WASTE CONTAINERS; AND 2) AMENDING SUBSECTION (g), GARBAGE AND REFUSE AND YARD WASTE SERVICE CHARGES, OF SECTION 10-5, SERVICE CHARGES.-ESTABLISHED, TO REMOVE FEES FOR ASPHALT SHINGLE RECYCLING NO LONGER OFFERED AND TO ADD A FEE FOR RETURN GARBAGE COLLECTIONS; AND 3) REPEALING IN ITS ENTIRETY SUBSECTION (h), THE PLACING OF OR FAILURE TO REMOVE GARBAGE OR YARD WASTE CONTAINER WITHIN SPECIFIED TIME LIMITS, AND REPEALING IN ITS ENTIRETY SUBSECTION (i), ASPHALT SHINGLE RECYCLING, BOTH OF SECTION 10-5, SERVICE CHARGES—ESTABLISHED, TO REMOVE SUPERFLUOUS PROVISIONS, ALL OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 10-3, Containers; Placement for Collection; Penalty for Violation, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 10-3, Containers; Placement for Collection; Penalty for Violation, is enacted in lieu thereof, as follows:

Sec. 10-3. Containers; placement for collection; penalty for violation.

- (a) Every owner or occupant of any private dwelling, trailer, apartment or business establishment shall have all garbage drained and bagged for deposit and placed in a publicly owned container, unless otherwise exempted from use of city collection service by the director of public works pursuant to section 10-2(3) and (4). All yard waste shall be placed in special publicly owned yard waste containers for automated pickup, except for leaves made available for a special fall leaf pickup on such schedule and in such manner as shall be determined by the city.
- (b) Unless otherwise specified by the director of public works, publicly owned garbage and yard waste containers shall be placed in a neat and orderly manner in the front of the premises at or near the curb line so as to allow the most convenient collection. All privately owned garbage and refuse containers shall likewise be placed in a neat and orderly manner in the front of the premises at or near the curb line or at the rear of the premises or near the edge of an alley, as the case may be. No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be so placed prior to 6:00 p.m. on the day preceding collection and the same must be removed not later than 8:00 p.m. on the day of collection or as otherwise directed by the director of public works.
- (c) No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be placed prior to 6:00 p.m. on the day preceding collection and the same must be removed not later than 8:00 p.m. on the day of collection, or as otherwise directed by the director of public works.
- (d) No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be overfilled, which is defined as the contents of the container being in such a quantity as to result in the container lid being open greater than forty-five degrees from full closure at the time of collection
- (ee) In areas designated by the director of public works as one-sided collection areas, all publicly owned garbage and yard waste containers shall be placed as provided for in subsection (b) of this section except that such

- containers shall be placed at or near the same curb line on the same side of the street or alley as indicated in the designation.
- (fd) The director of public works shall have the authority to designate the proper placement for collection, if other than as provided for in subsection (b) of this section, of publicly and privately owned garbage containers and publicly owned yard waste containers for every private dwelling, trailer, apartment or business establishment, provided that the owner or occupant is given at least 30 days' advance notice prior to the effective date of the designation.
- (g) A person who violates any provision of this section shall be deemed to have committed a municipal infraction, and shall be subject to punishment as follows:
 - (1) For violation of subsection (a), (b), (e), or (f), a civil penalty as provided in section 1-9(a).
 - (2) For violation of subsection (c) or (d), a civil penalty in the amount of \$15.00 for each occurrence.
- (h) Violation of any provision of this section may result in the assessment of infraction points against the owner of a dwelling unit subject to the Cedar Falls Minimum Rental-Housing Code, in addition to the penalty specified herein.

(Code 2017, § 12-3; Ord. No. 2656, § 1, 5-27-2008; Ord. No. 2896, § 2, 3-6-2017; Ord. No. 2941, § 3, 6-3-2019)

Section 2. Subsection (g), Garbage and Refuse and Yard Waste Service Charges, of Section 10-5, Service Charges—Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (g), Garbage and Refuse and Yard Waste Service Charges, is enacted in lieu thereof, as follows:

Sec. 10-5. Service charges—Established.

[unchanged provisions omitted]

(g) Garbage and refuse and yard waste service charges.

Christmas tree tags purchased for disposal of trees for pick-up at curb	\$1.25/each
Appliances brought to the city transfer station	\$10.00/each
Cathode ray tube monitors (computer and television monitors)	\$7.50/each
Automobile tire	\$2.50/each
With rim	\$5.00/each
Truck or tractor tire	\$6.50/each
With rim	\$9.00/each
Purchase of empty bags for sand at the city transfer station	\$0.50/each
Yard waste containers (other than city-issued containers) brought to the city transfer station	\$0.75/each
Garbage bag tags placed on top of cart at curb	\$1.25/each
Dumping of commercial or apartment dumpsters	See subsection 10.5(f) for rate schedule
Three yard containers	See subsection 10.5(f) for rate schedule

Solid waste disposal bags brought to the city transfer station	\$0.75/each
Minimum tipping fees at the city transfer station:	
Solid waste up to 260 pounds	\$7.00/dump
Yard waste up to 400 pounds	\$7.00/dump
Solid Waste / Demolition dumping at the city transfer station	\$65.00/ton
Yard waste	\$29.50/ton
Scale charge	\$3.00
Cart delivery; exchanging automated carts (this charge will be implemented if resident continues to change sizes)	\$20.00
Leaf vacuum service	\$50.00
Asphalt shingles free of contaminants brought to shingle recycling site at city transfer station	\$40.00/ton
Asphalt shingles containing contaminants dumped at shingle recycling site at city transfer station	\$65.00/ton plus \$10.00/ton service charge
Additional yard waste container (no more than a total of two; non-refundable fee)	\$50.00
Commercial Cardboard Containers	\$10.00/dump
Commercial Bulk Recycling drop off	\$50.00/dump
Return Service Fee	\$15,00

[unchanged provisions omitted]

Section 3. Subsection (h), The Placing of or Failure to Remove Garbage or Yard Waste Container Within Specified Time Limits, and Subsection (i), Asphalt Shingle Recycling, both of Section 10-5, Service Charges—Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, as follows:

Sec. 10-5. Service charges—Established.

- (h) The placing of or failure to remove garbage or yard waste container within specified time limits. The placing of or failure to remove a garbage or yard waste container as required in section 10-3(b) shall result in a service charge of \$5.00 per occurrence to be assessed to the owner or occupant of any private dwelling, trailer, apartment or business establishment, the same to be collected as provided in section 10-6.
- (i) Asphalt shingle recycling. An asphalt shingle recycling site at the city transfer station shall be provided in order to accept asphalt shingles for recycling. Asphalt shingles which are free of contaminants which include, but are not limited to, wood, metal flashing, shingle wrappers, trash or other debris, shall be accepted for recycling at the city transfer station at a favorable tipping fee, as set forth in the table contained in subsection (g) of this section. However, asphalt shingles containing contaminants which are dumped at the shingle recycling site at the city transfer station shall be subject not only to the normal tipping fee for demolition dumping at the city transfer station, but shall also be subject to a \$10.00 per ton service charge all as set forth in the table contained in subsection (g) of this section.

INTRODUCED:	
PASSED 1 ST CONSIDERATION:	
PASSED 2 ND CONSIDERATION:	
PASSED 3RD CONSIDERATIONI:	
ADOPTED:	
	Daniel Laudick, Mayor
ATTEST:	
Kim Kerr, CMC, City Clerk	

ORDINANCE NO. 3070

AN ORDINANCE 1) AMENDING SECTION 10-3, CONTAINERS; PLACEMENT FOR COLLECTION; PENALTY FOR VIOLATION, TO ADD A MUNICIPAL INFRACTION FOR OVERFILLED GARBAGE AND YARD WASTE CONTAINERS; AND 2) AMENDING SUBSECTION (g), GARBAGE AND REFUSE AND YARD WASTE SERVICE CHARGES, OF SECTION 10-5, SERVICE CHARGES--ESTABLISHED, TO REMOVE FEES FOR ASPHALT SHINGLE RECYCLING NO LONGER OFFERED AND TO ADD A FEE FOR RETURN GARBAGE COLLECTIONS; AND 3) REPEALING IN ITS ENTIRETY SUBSECTION (h), THE PLACING OF OR FAILURE TO REMOVE GARBAGE OR YARD WASTE CONTAINER WITHIN SPECIFIED TIME LIMITS, AND REPEALING IN ITS ENTIRETY SUBSECTION (i), ASPHALT SHINGLE RECYCLING, BOTH OF SECTION 10-5, SERVICE CHARGES—ESTABLISHED, TO REMOVE SUPERFLUOUS PROVISIONS, ALL OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 10-3, Containers; Placement for Collection; Penalty for Violation, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 10-3, Containers; Placement for Collection; Penalty for Violation, is enacted in lieu thereof, as follows:

Sec. 10-3. Containers; placement for collection; penalty for violation.

- (a) Every owner or occupant of any private dwelling, trailer, apartment or business establishment shall have all garbage drained and bagged for deposit and placed in a publicly owned container, unless otherwise exempted from use of city collection service by the director of public works pursuant to section 10-2(3) and (4). All yard waste shall be placed in special publicly owned yard waste containers for automated pickup, except for leaves made available for a special fall leaf pickup on such schedule and in such manner as shall be determined by the city.
- (b) Unless otherwise specified by the director of public works, publicly owned garbage and yard waste containers shall be placed in a neat and orderly manner in the front of the premises at or near the curb line so as to allow the most convenient collection. All privately owned garbage and refuse containers shall likewise be placed in a neat and orderly manner in the front of the premises at or near the curb line or at the rear of the premises or near the edge of an alley, as the case may be.
- (c) No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be placed prior to 6:00 p.m. on the day preceding collection and the same must be removed not later than 8:00 p.m. on the day of collection, or as otherwise directed by the director of public works.
- (d) No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be overfilled, which is defined as the contents of the container being in such a quantity as to result in the container lid being open greater than forty-five degrees from full closure at the time of collection
- (e) In areas designated by the director of public works as one-sided collection areas, all publicly owned garbage and yard waste containers shall be placed as provided for in subsection (b) of this section except that such containers shall be placed at or near the same curb line on the same side of the street or alley as indicated in the designation.
- (f) The director of public works shall have the authority to designate the proper placement for collection, if other than as provided for in subsection (b) of this section, of publicly and privately owned garbage containers and publicly owned yard waste containers for every private dwelling, trailer, apartment or

- business establishment, provided that the owner or occupant is given at least 30 days' advance notice prior to the effective date of the designation.
- (g) A person who violates any provision of this section shall be deemed to have committed a municipal infraction, and shall be subject to punishment as follows:
 - (1) For violation of subsection (a), (b), (e), or (f), a civil penalty as provided in section 1-9(a).
 - (2) For violation of subsection (c) or (d), a civil penalty in the amount of \$15.00 for each occurrence.
- (h) Violation of any provision of this section may result in the assessment of infraction points against the owner of a dwelling unit subject to the Cedar Falls Minimum Rental-Housing Code, in addition to the penalty specified herein.

(Code 2017, § 12-3; Ord. No. 2656, § 1, 5-27-2008; Ord. No. 2896, § 2, 3-6-2017; Ord. No. 2941, § 3, 6-3-2019)

Section 2. Subsection (g), Garbage and Refuse and Yard Waste Service Charges, of Section 10-5, Service Charges—Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (g), Garbage and Refuse and Yard Waste Service Charges, is enacted in lieu thereof, as follows:

Sec. 10-5. Service charges—Established.

[unchanged provisions omitted]

(g) Garbage and refuse and yard waste service charges.

Christmas tree tags purchased for disposal of trees for pick-up at curb	\$1.25/each
Appliances brought to the city transfer station	\$10.00/each
Cathode ray tube monitors (computer and television monitors)	\$7.50/each
Automobile tire	\$2.50/each
With rim	\$5.00/each
Truck or tractor tire	\$6.50/each
With rim	\$9.00/each
Purchase of empty bags for sand at the city transfer station	\$0.50/each
Yard waste containers (other than city-issued containers) brought to the city transfer station	\$0.75/each
Garbage bag tags placed on top of cart at curb	\$1.25/each
Dumping of commercial or apartment dumpsters	See subsection 10.5(f) for rate schedule
Three yard containers	See subsection 10.5(f) for rate schedule
Solid waste disposal bags brought to the city transfer station	\$0.75/each
Minimum tipping fees at the city transfer station:	
Solid waste up to 260 pounds	\$7.00/dump
Yard waste up to 400 pounds	\$7.00/dump
Solid Waste / Demolition dumping at the city transfer station	\$65.00/ton
Yard waste	\$29.50/ton

Scale charge	\$3.00
Cart delivery; exchanging automated carts (this charge will be implemented if resident continues to change sizes)	\$20.00
Leaf vacuum service	\$50.00
Additional yard waste container (no more than a total of two; non-refundable fee)	\$50.00
Commercial Cardboard Containers	\$10.00/dump
Commercial Bulk Recycling drop off	\$50.00/dump
Return Service Fee	\$15,00

[unchanged provisions omitted]

Section 3. Subsection (h), The Placing of or Failure to Remove Garbage or Yard Waste Container Within Specified Time Limits, and Subsection (i), Asphalt Shingle Recycling, both of Section 10-5, Service Charges—Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, as follows:

Sec. 10-5. Service charges—Established.

INTRODUCED:	June 17, 2024
PASSED 1 ST CONSIDERATION:	June 17, 2024
PASSED 2 ND CONSIDERATION:	July 1, 2024
PASSED 3 RD CONSIDERATION:	
ADOPTED:	
ATTEOT	Daniel Laudick, Mayor
ATTEST:	
Kim Kerr, CMC, City Clerk	



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM

Legal Services Division

TO: Mayor Laudick, City Council

FROM: Kevin Rogers, City Attorney

DATE: June 18, 2024

SUBJECT: Amendments to Chapter 2; Section 17-210(a); Section 23-374; and Section 26-

165 of the Code of Ordinances

Please find attached several proposed amendments to the Code of Ordinances. These changes are a continuation of staff's project to "clean up" the Code in terms of outdated or incorrect provisions based on changes in the law or City practice.

In this group there are several changes to Chapter 2 of the Code. All the proposed changes eliminate references to civil service provisions for staff positions that are clearly not subject to civil service laws.

The proposed change to Section 17-210(a) clarifies that no public event permit is needed for City-sponsored events on City property.

The proposed change to Section 23-374 eliminates an outdated reference to police parking at City Hall.

Finally, the proposed change to Section 26-165 eliminates a prohibition on animal and poultry husbandry that conflicts with the City's backyard poultry ordinances.

Approval of these changes is recommended. Feel free to contact me with any questions...

ORDINANCE NO.	
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AN ORDINANCE 1) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-512, CONTROLLER/CITY TREASURER, OF DIVISION 2, FINANCIAL SERVICES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND 2) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-537, INFORMATION SYSTEMS MANAGER, OF DIVISION 3, INFORMATION SYSTEMS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND 3) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-572, CITY CLERK, OF DIVISION 4, PUBLIC RECORDS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND 4) AMENDING SUBSECTION (a), APPOINTMENT; SUPERVISION, OF SECTION 2-599, APPOINTMENT, POWERS AND DUTIES OF CITY ATTORNEY, OF DIVISION 5, LEGAL SERVICES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND 5) AMENDING SUBSECTION (a), APPOINTMENT; SUPERVISION, OF SECTION 2-613, APPOINTMENT, POWERS AND DUTIES OF HUMAN RESOURCES MANAGER; OF DIVISION 6, HUMAN RESOURCES DIVISION, OF ARTICLE V. DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND 6) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-690, PLANNING AND COMMUNITY SERVICES MANAGER, OF DIVISION 2, PLANNING AND COMMUNITY SERVICES DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND 7) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-717, MANAGER, OF DIVISION 3, TOURISM/CULTURAL PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND 8) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-744, BUILDING OFFICIAL, OF DIVISION 4, INSPECTION SERVICES DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND 9) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-780, MANAGER, OF DIVISION 5, RECREATION AND COMMUNITY PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND 10) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-837, MANAGER OF OPERATIONS AND MAINTENANCE, OF DIVISION 2, OPERATIONS AND MAINTENANCE DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS; AND 11) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-865, CITY ENGINEER, OF DIVISION 3, ENGINEERING SERVICES DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS; AND 12) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-876, WATER RECLAMATION MANAGER, OF DIVISION 4, WATER RECLAMATION DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS, ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO OMIT REFERENCES TO CIVIL SERVICE LAWS IN THE APPOINTMENT OF NON-CIVIL SERVICE EMPLOYEES.

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

Section 1. Subsection (a), Appointment, of Section 2-512, Controller/City Treasurer, of Division 2, Financial Services Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-512 is enacted in lieu thereof, as follows:

Sec. 2-512. Controller/city treasurer.

(a) Appointment. A controller/city treasurer shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. Such appointment shall be in accordance with all statutory civil service procedures.

[unchanged provisions omitted]

Section 2. Subsection (a), Appointment, of Section 2-537, Information Systems Manager, of Division 2, Information Systems Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-537 is enacted in lieu thereof, as follows:

Sec. 2-537. Information systems manager.

(a) Appointment. An information systems manager shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. Such appointment shall be in accordance with all statutory civil service procedures.

[unchanged provisions omitted]

Section 3. Subsection (a), Appointment, of Section 2-572, City Clerk, of Division 4, Public Records Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-572 is enacted in lieu thereof, as follows:

Sec. 2-572. City clerk.

(a) Appointment. A city clerk shall be appointed by the city council upon recommendation of the director of finance and business operations. The finance and business operations director shall be responsible for the daily supervision of the city clerk and annual review of the city clerk's performance. Such appointment shall be in accordance with all statutory civil service procedures and section 2-159. Upon entering the duties of city clerk, the oath or affirmation of public office shall be administered.

[unchanged provisions omitted]

Section 4. Subsection (a), Appointment; Supervision, of Section 2-599, Appointment, Powers and Duties of City Attorney, of Division 5, Legal Services Division, of

Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment; Supervision, of Section 2-599 is enacted in lieu thereof, as follows:

Sec. 2-599. Appointment, powers and duties of city attorney.

(a) Appointment; supervision. A city attorney shall be appointed by the director of finance and business operations and shall be responsible to such director. The finance and business operations director shall be responsible for the daily supervision of the city attorney and file an annual evaluation of the city attorney's performance. Such appointment shall be in accordance with all statutory civil service procedures and section 2-159.

[unchanged provisions omitted]

Section 5. Subsection (a), Appointment; Supervision, of Section 2-613, Appointment, Powers and Duties of Human Resources Manager, of Division 6, Human Resources Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment; Supervision, of Section 2-613 is enacted in lieu thereof, as follows:

Sec. 2-613. Appointment, powers and duties of human resources manager.

(a) Appointment; supervision. A human resources manager shall be appointed by the director of finance and business operations and shall be responsible to such director. Such appointment shall be in accordance with all statutory civil service procedures.

[unchanged provisions omitted]

Section 6. Subsection (a), Appointment, of Section 2-690, Planning and Community Services Manager, of Division 2, Planning and Community Services Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-690 is enacted in lieu thereof, as follows:

Sec. 2-690. Planning and community services manager.

(a) Appointment. A planning and community services manager shall be appointed by the director of community development and shall be directly responsible to the director of community development. The planning and community services manager shall act as the city planner and the city zoning administrator. Such appointment shall be in accordance with all statutory civil service procedures.

Section 7. Subsection (a), Appointment, of Section 2-717, Manager, of Division 3, Tourism/Cultural Programs Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-717 is enacted in lieu thereof, as follows:

Sec. 2-717. Manager.

(a) Appointment. A visitors and tourism/cultural programs division manager shall be appointed by the director of community development. Such appointment shall be in accordance with all statutory civil service procedures.

[unchanged provisions omitted]

Section 8. Subsection (a), Appointment, of Section 2-744, Building Official, of Division 4, Inspection Services Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-744 is enacted in lieu thereof, as follows:

Sec. 2-744. Building official.

(a) Appointment. A building official shall be appointed by the director of community development and shall be directly responsible to the director of community development. Such appointment shall be in accordance with all statutory civil service procedures.

[unchanged provisions omitted]

Section 9. Subsection (a), Appointment, of Section 2-780, Manager, of Division 5, Recreation and Community Programs Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-780 is enacted in lieu thereof, as follows:

Sec. 2-780. Manager.

(a) Appointment. A recreation and community programs division manager shall be appointed by the director of community development and shall be directly responsible to the director of community development. Such appointment shall be in accordance with all statutory civil service procedures.

Section 10. Subsection (a), Appointment, of Section 2-837, Manager of Operations and Maintenance, of Division 2, Operations and Maintenance Division, of Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-837 is enacted in lieu thereof, as follows:

Sec. 2-837. Manager of operations and maintenance.

(a) Appointment. The manager of operations and maintenance shall be appointed by and shall be directly responsible to the director of public works. Such appointment shall be in accordance with all statutory civil service procedures.

[unchanged provisions omitted]

Section 11. Subsection (a), Appointment, of Section 2-865, City Engineer, of Division 3, Engineering Services Division, of Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-865 is enacted in lieu thereof, as follows:

Sec. 2-865. City engineer.

(a) Appointment. A city engineer shall be appointed by the public works director and shall be directly responsible to the director of public works. Such appointment shall be in accordance with all statutory civil service procedures.

[unchanged provisions omitted]

Section 12. Subsection (a), Appointment, of Section 2-876, Water Reclamation Manager, of Division 4, Water Reclamation Division, of Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-876 is enacted in lieu thereof, as follows:

Sec. 2-876. Water reclamation manager.

(a) Appointment. A manager of water reclamation shall be appointed by and shall be directly responsible to the director of public works. Such appointment shall be in accordance with all statutory civil service procedures. The manager will also serve as the superintendent of water reclamation.

INTRODUCED:	
PASSED 1ST CONSIDERATION: _	

PASSED 2ND CONSIDERATION:	
PASSED 3 RD CONSIDERATIONI:	
ADOPTED:	
	Daniel Laudick, Mayor
ATTEST:	
Kim Kerr, CMC, City Clerk	

ORDINANCE NO. 3071

AN ORDINANCE 1) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-512, CONTROLLER/CITY TREASURER, OF DIVISION 2, FINANCIAL SERVICES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND 2) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-537, INFORMATION SYSTEMS MANAGER, OF DIVISION 3, INFORMATION SYSTEMS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND 3) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-572, CITY CLERK, OF DIVISION 4, PUBLIC RECORDS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND 4) AMENDING SUBSECTION (a), APPOINTMENT; SUPERVISION, OF SECTION 2-599, APPOINTMENT, POWERS AND DUTIES OF CITY ATTORNEY, OF DIVISION 5, LEGAL SERVICES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND 5) AMENDING SUBSECTION (a), APPOINTMENT; SUPERVISION, OF SECTION 2-613, APPOINTMENT, POWERS AND DUTIES OF HUMAN RESOURCES MANAGER; OF DIVISION 6, HUMAN RESOURCES DIVISION, OF ARTICLE V. DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND 6) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-690, PLANNING AND COMMUNITY SERVICES MANAGER, OF DIVISION 2, PLANNING AND COMMUNITY SERVICES DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND 7) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-717, MANAGER, OF DIVISION 3, TOURISM/CULTURAL PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND 8) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-744, BUILDING OFFICIAL, OF DIVISION 4, INSPECTION SERVICES DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND 9) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-780, MANAGER, OF DIVISION 5, RECREATION AND COMMUNITY PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND 10) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-837, MANAGER OF OPERATIONS AND MAINTENANCE, OF DIVISION 2, OPERATIONS AND MAINTENANCE DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS; AND 11) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-865, CITY ENGINEER, OF DIVISION 3, ENGINEERING SERVICES DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS; AND 12) AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-876, WATER RECLAMATION MANAGER, OF DIVISION 4, WATER RECLAMATION DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS, ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO OMIT REFERENCES TO CIVIL SERVICE LAWS IN THE APPOINTMENT OF NON-CIVIL SERVICE EMPLOYEES.

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

Section 1. Subsection (a), Appointment, of Section 2-512, Controller/City Treasurer, of Division 2, Financial Services Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-512 is enacted in lieu thereof, as follows:

Sec. 2-512. Controller/city treasurer.

(a) Appointment. A controller/city treasurer shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations.

[unchanged provisions omitted]

Section 2. Subsection (a), Appointment, of Section 2-537, Information Systems Manager, of Division 2, Information Systems Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-537 is enacted in lieu thereof, as follows:

Sec. 2-537. Information systems manager.

(a) Appointment. An information systems manager shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations.

[unchanged provisions omitted]

Section 3. Subsection (a), Appointment, of Section 2-572, City Clerk, of Division 4, Public Records Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-572 is enacted in lieu thereof, as follows:

Sec. 2-572. City clerk.

(a) Appointment. A city clerk shall be appointed by the city council upon recommendation of the director of finance and business operations. The finance and business operations director shall be responsible for the daily supervision of the city clerk and annual review of the city clerk's performance. Upon entering the duties of city clerk, the oath or affirmation of public office shall be administered.

[unchanged provisions omitted]

Section 4. Subsection (a), Appointment; Supervision, of Section 2-599, Appointment, Powers and Duties of City Attorney, of Division 5, Legal Services Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the

Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment; Supervision, of Section 2-599 is enacted in lieu thereof, as follows:

Sec. 2-599. Appointment, powers and duties of city attorney.

(a) Appointment; supervision. A city attorney shall be appointed by the director of finance and business operations and shall be responsible to such director. The finance and business operations director shall be responsible for the daily supervision of the city attorney and file an annual evaluation of the city attorney's performance.

[unchanged provisions omitted]

Section 5. Subsection (a), Appointment; Supervision, of Section 2-613, Appointment, Powers and Duties of Human Resources Manager, of Division 6, Human Resources Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment; Supervision, of Section 2-613 is enacted in lieu thereof, as follows:

Sec. 2-613. Appointment, powers and duties of human resources manager.

(a) Appointment; supervision. A human resources manager shall be appointed by the director of finance and business operations and shall be responsible to such director.

[unchanged provisions omitted]

Section 6. Subsection (a), Appointment, of Section 2-690, Planning and Community Services Manager, of Division 2, Planning and Community Services Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-690 is enacted in lieu thereof, as follows:

Sec. 2-690. Planning and community services manager.

(a) Appointment. A planning and community services manager shall be appointed by the director of community development and shall be directly responsible to the director of community development. The planning and community services manager shall act as the city planner and the city zoning administrator.

[unchanged provisions omitted]

Section 7. Subsection (a), Appointment, of Section 2-717, Manager, of Division 3, Tourism/Cultural Programs Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-717 is enacted in lieu thereof, as follows:

Sec. 2-717. Manager.

(a) Appointment. A visitors and tourism/cultural programs division manager shall be appointed by the director of community development.

[unchanged provisions omitted]

Section 8. Subsection (a), Appointment, of Section 2-744, Building Official, of Division 4, Inspection Services Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-744 is enacted in lieu thereof, as follows:

Sec. 2-744. Building official.

(a) Appointment. A building official shall be appointed by the director of community development and shall be directly responsible to the director of community development.

[unchanged provisions omitted]

Section 9. Subsection (a), Appointment, of Section 2-780, Manager, of Division 5, Recreation and Community Programs Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-780 is enacted in lieu thereof, as follows:

Sec. 2-780. Manager.

(a) Appointment. A recreation and community programs division manager shall be appointed by the director of community development and shall be directly responsible to the director of community development.

[unchanged provisions omitted]

Section 10. Subsection (a), Appointment, of Section 2-837, Manager of Operations and Maintenance, of Division 2, Operations and Maintenance Division, of Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-837 is enacted in lieu thereof, as follows:

Sec. 2-837. Manager of operations and maintenance.

(a) Appointment. The manager of operations and maintenance shall be appointed by and shall be directly responsible to the director of public works.

Section 11. Subsection (a), Appointment, of Section 2-865, City Engineer, of Division 3, Engineering Services Division, of Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-865 is enacted in lieu thereof, as follows:

Sec. 2-865. City engineer.

(a) Appointment. A city engineer shall be appointed by the public works director and shall be directly responsible to the director of public works.

[unchanged provisions omitted]

Section 12. Subsection (a), Appointment, of Section 2-876, Water Reclamation Manager, of Division 4, Water Reclamation Division, of Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-876 is enacted in lieu thereof, as follows:

Sec. 2-876. Water reclamation manager.

(a) Appointment. A manager of water reclamation shall be appointed by and shall be directly responsible to the director of public works. The manager will also serve as the superintendent of water reclamation.

INTRODUCED:	July 1, 2024
PASSED 1 ST CONSIDERATION:	July 1, 2024
PASSED 2 ND CONSIDERATION:	
PASSED 3 RD CONSIDERATION:	
ADOPTED:	
ATTEST:	Daniel Laudick, Mayor
Kim Kerr, CMC, City Clerk	

ORDINANCE NO.

AN ORDINANCE AMENDING UNTITLED SUBSECTION (a) OF SECTION 17-210, PUBLIC EVENTS ON CITY PROPERTY, OF ARTICLE V, PARK REGULATIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CLARIFY THAT CITY SPONSORED EVENTS AND ACTIVITIES ARE NOT SUBJECT TO A PUBLIC EVENT PERMIT.

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

Untitled Subsection (a) of Section 17-210, Public Events on City Property, of Article V, Parks and Regulations, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled subsection (a) of Section 17-210 is enacted in lieu thereof, as follows:

Sec. 17-210. Public events on city property.

(a) Persons who wish to use city owned, occupied or controlled areas or facilities for public events must first obtain a permit as described in this section from the director of finance and business operations or designee. City sponsored events and activities are not subject to this section.

INTRODUCED:		
PASSED 1 ST CONSIDERATION:		
PASSED 2 ND CONSIDERATION:		
PASSED 3 RD CONSIDERATIONI:		
ADOPTED:		
	Daniel Laudick, Mayor	
ATTEST:		
Kim Kerr, CMC, City Clerk		

ORDINANCE NO. 3072

AN ORDINANCE AMENDING UNTITLED SUBSECTION (a) OF SECTION 17-210, PUBLIC EVENTS ON CITY PROPERTY, OF ARTICLE V, PARK REGULATIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CLARIFY THAT CITY SPONSORED EVENTS AND ACTIVITIES ARE NOT SUBJECT TO A PUBLIC EVENT PERMIT.

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

Untitled Subsection (a) of Section 17-210, Public Events on City Property, of Article V, Parks and Regulations, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled subsection (a) of Section 17-210 is enacted in lieu thereof, as follows:

Sec. 17-210. Public events on city property.

(a) Persons who wish to use city owned, occupied or controlled areas or facilities for public events must first obtain a permit as described in this section from the director of finance and business operations or designee. City sponsored events and activities are not subject to this section.

INTRODUCED:	July 1, 2024
PASSED 1 ST CONSIDERATION:	July 1, 2024
PASSED 2 ND CONSIDERATION:	
PASSED 3 RD CONSIDERATION:	
ADOPTED:	
	Daniel Laudick, Mayor
ATTEST:	
Kim Kerr, CMC, City Clerk	

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

AN ORDINANCE AMENDING SUBSECTION "CLAY STREET" OF SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CLARIFY THE IDENTITY OF THE PARKING LOT NORTH OF CITY HALL.

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

Subsection "Clay Street" (Table) of Section 23-374, Parking Prohibited on Specific Streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection "Clay Street" (Table) of Section 23-374 is enacted in lieu thereof, as follows:

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

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

Street	Portion Where
	Parking Prohibited

Clay Street	On both sides between
,	First Street and a point
	35 feet south of the
	south line of First
	Street.
	On both sides of said
	street from the south
	curb line of West Third
	Street north a distance
	of 245 feet to the
	north line of the
	driveway entrance to
	the city <u>hall</u>
	northpolice station
	parking lot, extended
	westerly, on Saturday
	mornings only

commencing with the
first Saturday of May
of each year and
continuing through the
last Saturday of
October of each year
during the hours of
6:00 a.m. to 12:00
noon.
On both sides of said
street from the south
curb line of West Third
Street south a distance
of 134 feet to the
north line of the
northerly driveway entrance to the Cedar
Falls Women's Club
parking lot, on
Saturday mornings
only, commencing with
the first Saturday of
May of each year and
continuing through the
last Saturday of
October of each year
during the hours of
6:00 a.m. to 12:00
noon.
On the east side from
the south curb line of
West Third Street
south a distance of 35
feet.
 On both sides from
the south curb line of
West Fourth Street
south a distance of 48
feet.
On the east side from
the north curb line of
1
West Fifth Street north
West Fifth Street north a distance of 32 feet.

On the west side from the north curb line of West Sixth Street north a distance of 41 feet.
On the east side from the north curb line of West Sixth Street north a distance of 41 feet.
On the east side from 15th Street to 18th Street.
On the west side between 15th Street and 18th Street.
On both sides between 18th Street and Seerley Boulevard.

INTRODUCED:	
PASSED 1 ST CONSIDERATION:	
PASSED 2 ND CONSIDERATION:	
PASSED 3 RD CONSIDERATIONI:	
ADOPTED:	
	Daniel Laudick, Mayor
ATTEST:	
Kim Kerr, CMC, City Clerk	

ORDINANCE NO. 3073

AN ORDINANCE AMENDING SUBSECTION "CLAY STREET" OF SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CLARIFY THE IDENTITY OF THE PARKING LOT NORTH OF CITY HALL.

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

Subsection "Clay Street" (Table) of Section 23-374, Parking Prohibited on Specific Streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection "Clay Street" (Table) of Section 23-374 is enacted in lieu thereof, as follows:

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

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

Street	Portion Where
	Parking Prohibited

Clay Street	On both sides between
	First Street and a point
	35 feet south of the
	south line of First
	Street.
	On both sides of said
	street from the south
	curb line of West Third
	Street north a distance
	of 245 feet to the
	north line of the
	driveway to the city
	hall north parking lot,
	extended westerly, on
	Saturday mornings
	only commencing with
	the first Saturday of

T
May of each year and
continuing through the
last Saturday of
October of each year
during the hours of
6:00 a.m. to 12:00
noon.
On both sides of said
street from the south
curb line of West Third
Street south a distance
of 134 feet to the
north line of the
northerly driveway
entrance to the Cedar
Falls Women's Club
parking lot, on
Saturday mornings
only, commencing with
the first Saturday of
May of each year and
continuing through the
last Saturday of
October of each year
during the hours of
6:00 a.m. to 12:00
noon.
On the east side from
the south curb line of
West Third Street
south a distance of 35
feet.
On both sides from
the south curb line of
West Fourth Street
south a distance of 48
feet.
On the east side from
the north curb line of
West Fifth Street north
a distance of 32 feet.
On the west side from the north curb line of

West Sixth Street north a distance of 41 feet.
On the east side from the north curb line of West Sixth Street north a distance of 41 feet.
On the east side from 15th Street to 18th Street.
On the west side between 15th Street and 18th Street.
On both sides between 18th Street and Seerley Boulevard.

[unchanged provisions omitted]

INTRODUCED:	July 1, 2024	_
PASSED 1 ST CONSIDERATION:	July 1, 2024	_
PASSED 2 ND CONSIDERATION:		_
PASSED 3 RD CONSIDERATION:		_
ADOPTED:		_
	Daniel Laudick, Mayor	
ATTEST:		
Kim Kerr CMC City Clerk		

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

AN ORDINANCE AMENDING SUBSECTION (1), PRINCIPAL PERMITTED USES, OF SECTION 26-165, R-2 RESIDENCE DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE AN OBSOLETE REFERENCE TO ANIMAL AND POULTRY HUSBANDRY.

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

Subsection (1), Principal Permitted Uses, of Section 26-165, R-2 Residence District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (1), Principal Permitted Uses, of Section 26-165 is enacted in lieu thereof, as follows:

Sec. 26-165. R-2 Residence District.

In the R-2 Residence District, the following provisions, regulations and restrictions shall apply:

(1) Principal permitted uses. Principal permitted uses are any use permitted in the R-1 Residence District. but not including animal and poultry husbandry on any lands used or platted for residential purposes.

[unchanged provisions omitted]

INTRODUCED:	
PASSED 1 ST CONSIDERATION:	
PASSED 2 ND CONSIDERATION:	
PASSED 3 RD CONSIDERATIONI:	
ADOPTED:	
	Daniel Laudick, Mayor
ATTEST:	
Kim Kerr, CMC, City Clerk	

ORDINANCE NO. 3074

AN ORDINANCE AMENDING SUBSECTION (1), PRINCIPAL PERMITTED USES, OF SECTION 26-165, R-2 RESIDENCE DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE AN OBSOLETE REFERENCE TO ANIMAL AND POULTRY HUSBANDRY.

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

Subsection (1), Principal Permitted Uses, of Section 26-165, R-2 Residence District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (1), Principal Permitted Uses, of Section 26-165 is enacted in lieu thereof, as follows:

Sec. 26-165. R-2 Residence District.

In the R-2 Residence District, the following provisions, regulations and restrictions shall apply:

(1) Principal permitted uses. Principal permitted uses are any use permitted in the R-1 Residence District.

[unchanged provisions omitted]

INTRODUCED:	July 1, 2024	
PASSED 1 ST CONSIDERATION: _	July 1, 2024	
PASSED 2 ND CONSIDERATION: _		
PASSED 3 RD CONSIDERATION: _		
ADOPTED:		
ATTEST:	Daniel Laudick, Mayor	
Kim Kerr, CMC, City Clerk		

MEETING OF THE COMMITTEE OF THE WHOLE

City Hall, 220 Clay Street July 1, 2024

The meeting of the Committee of the Whole met at City Hall at 6:21 p.m. on July 1, 2024, with the following Committee persons in attendance: Mayor Daniel Laudick, Councilmembers Gil Schultz, Chris Latta, Daryl Kruse (via electronic), Aaron Hawbaker, Dustin Ganfield, and Hannah Crisman. Absent: Kelly Dunn. Staff members from all City Departments and members of the community attended in person.

Mayor Laudick called the meeting to order and introduced the first item on the Committee of the Whole agenda, FY2025 Cash Management Report and introduced Lisa Roeding, Controller/City Treasurer. Roeding reviewed the investments and rates of return, operating cash reserves and provided an outline of our financial position, and capital expenditures. Roeding stated that in FY2024 we will watch cash reserves that include the rollback and state backfill, national and local economies and any state legislature action. It was motioned by Crisman and seconded by Schultz to recommend approval of the FY2025 Cash Management Report. Councilmembers thanked Roeding and the Finance Department staff; discussed money interest rates and the City's AAA bond rating and rates, with responses from Roeding and Finance and Business Operations Director Jennifer Rodenbeck. Rick Sharp, Cedar Falls, spoke about the market rates, working with local banks, the parking fund balance and future funding. Rodenbeck and Roeding responded regarding Police and Fire pension funds, vehicle maintenance and replacement funding. Councilmember Schultz asked about vehicle maintenance and replacement and Roeding responded. Councilmember Kruse asked about new bonds and interest rates with responses from Rodenbeck; Kruse questioned AA versus AAA bond rates. The motion to recommend the approval of the FY2025 cash management report was put to vote. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman. Nay: None. Motion passed.

Mayor Laudick introduced the second item on the Committee of the Whole agenda, Proposed Health Plan Amendments, and introduced Human Resources Manager Bailey Schindel. Schindel gave an overview of current policy regarding group health continuation coverage for line-of-duty deaths and proposed changes to the City's health plan policies for eligible Peace Officers and Firefighters to include duty-related (which encompasses both line-of-duty and accidental death) continuation of policy and stop-loss coverage for eligible spouses and children. Councilmembers discussed specificity to Police and Fire, how eligibility is determined, continuation of coverage versus reenrollment, frequency of these circumstances, agreement of coverage by Wellmark Blue Cross and Blue Shield, eligible family members, and cost to the City. Schindel, Director of Business and Finance Jennifer Rodenbeck, Public Safety Director Craig Berte, and Mayor Laudick responded.

Meeting adjourned at 7:07 p.m.

Minutes by Katie Terhune, Administrative Supervisor

MAYOR DANNY LAUDICK



CITY OF CEDAR FALLS, IOWA

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

TO: City Council

FROM: Mayor Danny Laudick

DATE: July 15, 2024

SUBJECT: Art and Culture Board – Member Reappointment

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

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

1. In accordance with the candidacy and qualification requirements of reference (a) and (b), I hereby nominate Peter Berendzen for reappointment to a four year term expiring on July 1, 2028.

2. The board service of Berendzen has been reviewed by Community Development staff; Berendzen has had satisfactory attendance and actively contributes to the work of the Board; Berendzen has agreed to serve for an additional term if approved by the City Council.

xc: City Administrator
Stephanie Houk-Sheetz, Director of Community Development
Jennifer Pickar, Tourism & Cultural Programs Manager

###

CIVIL SERVICE COMMISSION

City of Cedar Falls CEDAR FALLS, IOWA

July 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 Maintenance Worker. Listed below are the names of the top ranked candidates 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	Darren Reddel	362		362
2	Brennan Haag	335	5	335
3	Carter Bixby	332		332
4	Richard Christopher	326		326
5	Noah Sheridan	318		318
6	Samuel Reeves	306		306
7	Alex Nolte	299		299
8	Ethan Thomas	294		294
9	Brayden Clark	289		289
10	Ethan Johnson	279		279
11	Jeremiah Reed	273		273
11	Austin Sisco	273		273
11	Troy Trask	273		273

Respectfully Submitted,

Paul Lee, Commission Chairperson

Crystal Ford, Commissioner

Cathy Showalter, Commissioner

Orig:

Kim Kerr, City Clerk

Cc: Chase Schrage, Dir. of Public Works; Brian Heath, Operations & Maintenance Mgr.

Civil Service Records



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: Lisa Roeding, Controller/City Treasurer

DATE: July 3, 2024

SUBJECT: FY2025 Cash Management Report

Attached is the FY2025 Cash Management Report, which was presented to the Council at Committee of the Whole on July 1, 2024. The Council recommended the FY2025 Cash Management report be received, filed and approved at the July 1, 2024 Council Meeting.

If you have any questions about the report, please feel free to contact me.

cc: Jennifer Rodenbeck, Director of Finance & Business Operations



City of Cedar Falls, Iowa

FY2025 Cash Management Report

Prepared by Finance and Business Operations

CEDAR FY2025 Cash Management Report City of Cedar Falls F A MAYOR L S Danny Laudick CITY COUNCIL

Prepared by Finance and Business Operations

Aaron Hawbaker

Hannah Crisman

Dustin Ganfield

Chris Latta

Daryl Kruse

Gil Schultz

Kelly Dunn

TABLE OF CONTENTS

Letter of Introduction	1
Projected Balances FY25	5
Projected Cashflow	
General Fund Balance	8
Street Construction Fund Balance	10
Debt Service Fund	1.0
Refuse Fund Balance	14
Sewer Rental Fund Balance	16
Storm Water Fund Balance	18
Cable TV Fund Balance	20
Parking Fund Balance	22
Vehicle Maintenance Balance	24
Investments	27
Status FY24 and Projected Earnings	28
Status May 1, 2024	
To Be Made June, 2024	30
FY24 Cash Management Status	31
Total Balance	
General Fund Balance	33
Street Construction Fund Balance	34
Debt Service Fund Balance	35
Refuse Fund Balance	36
Sewer Rental Fund Balance	37
Storm Water Fund Balance	38
Cable TV Fund Balance	39
Parking Fund Balance	40
Vehicle Maintenance Balance	41
Local Option Sales Tax Projection	43
Excess Pension Funds & Hospital Fund	45
FY25 Projected Expenditures	49
Projected Capital Expenditures	50
General Fund	55
Street Construction Fund	56
Debt Service Fund	57
Refuse Fund	58
Sewer Rental Fund	59
Storm Water Fund	60
Cable TV Fund	61
Parking Fund	
Vehicle Maintenance Fund	
Vehicle Replacement Program	65
Vehicle Replacement Schedule	66



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

June 17, 2024

Honorable Mayor and City Council Cedar Falls, IA 50613

Dear Mayor & Council:

The Department of Finance & Business Operations is pleased to present to the Mayor and City Council the FY25 Cash Management Report. The City's Cash Management Program is in its thirty-sixth year and has been successful in maximizing interest earnings even in the times of fluctuating rates. The program is submitted to the City Council for its review in June of each year. We purposely delay submission of the plan until late in the fiscal year to have available the most current expenditure and revenue data. The program generated interest income of \$295,706 in FY22 and \$2,344,603 in FY23 and we are projecting \$6,350,403 in FY24.

Interest rates have remained steady over the last 12 months. We currently have three liquid money market accounts. We earn 1.86% at Lincoln Savings Bank money market, .01% at the Wells Fargo money market and 1.65% at Collins Community Credit Union money market. We earn 5.8% on our checking account balance at Farmers State Bank. The balance in our checking account and money market accounts is \$18,217,950. The weighted average rate of return on the City's CDs has increased to 5.29% for FY24 compared to 4.12% for FY23 (0.85 for FY22). The City continues to watch interest rates closely and try to achieve maximum interest as best that we can in the current market situation.

Investments made over the years have had maturity dates of no more than one year in the future to avoid locking in low rates for long periods of time. We recommend that this practice continue in FY25. In addition, we recommend that the current investment strategy of having a portion of investments come due each month and distributing funds to various institutions continues. This provides flexibility for cash flow and principal protection, but also provides a "laddering" approach to investments to ride the highs and lows of interest rates. Short-term excess funds are pooled with our interest-bearing checking account and money market accounts. This has generated an additional \$567,757 in interest income through April for FY24.

Cash management is an all-encompassing program that addresses the following policy areas:

I. Investments

When making investment decisions, projected cash balances, expected revenues and expenditures and projected interest rates are all utilized. On June 30, 2024, the Department will invest \$16,000,000. This figure does not include the \$64,000,000 that is currently invested in certificates of deposit that mature subsequent to June 30, 2024. These investments added to the amount to be reinvested at the beginning of the fiscal year will total \$80,000,000 for FY25. The City Council's current investment policy allows idle cash to be invested in any financial institution that insures the safety of the investment while maximizing interest earnings.

Also in the past, most of the investments matured at the end of the fiscal year. Current practice staggers the maturity dates throughout the year. This allows funds approximately equal to one month's expenses to be readily available. It also provides the opportunity to take advantage of interest rates throughout the year versus the rates at one point in time at the end of the fiscal year.

Attached are graphs and charts depicting projected FY25 fund balances (p. 6-25), and investments (p. 30), FY24 securities (p. 29), interest earnings (p. 27-28) and FY24 actual fund balances compared to projected (p. 32-41).

II. Operating Reserves

To keep property and casualty premiums from escalating beyond control, the City maintains a self-insured retention fund in its workers compensation, general liability, auto liability, long-term disability insurance programs, severance, health insurance, and payroll funds.

For the past thirty-six years the City has been accumulating operating reserves for these programs, and the reserves currently stand at over \$8,125,652. However, these reserves will need to be closely monitored due to the volatile nature of health insurance costs and liability insurance premiums.

III. Bond Sales

In June 2020 the City was upgraded from Aa1 to Aaa rating on our General Obligation Debt. The City was upgraded to Aaa because its strong financial performance has resulted in very robust operating fund balances and cash. The City retained this rating in 2022.

In the past we have funded large sewer capital improvement projects with general obligation bonds, revenue bond or the State Revolving Fund, however it makes more economical sense for the City to loan itself the money. This especially made sense when we were in an economy of extremely low interest rates and more importantly that we were in an economy where we are not able to invest our reserve funds due to the lack of interest by local financial institutions. In 2012, we were able to loan the Sewer Fund money for the Disinfection Project, since it is an enterprise fund, and the loan repayment will be made by user fees. The project is being cash flowed by the Capital Projects Fund and the Health Trust Fund. In the current economy of lower rates on long-term borrowing, we are currently using bonding again for sewer projects. In May

2012, the formal loan documents were approved by City Council. The interest rate is reviewed periodically to determine a fair interest rate. This loan has also been set up as "callable", similar to other Capital Loan Notes.

In October 2024 the City plans to sell general obligation debt of \$4.3 million to finance various projects on the Capital Improvement Plan (CIP). The City tries to coordinate the sale of bonds with Cedar Falls Utilities and their financing needs.

IV. Local Option Sales Tax

Attached is a schedule of total revenues and expenditures (p. 43) under the street repair program. The City has received \$133,652,145 in local option sales tax revenues since its inception. In addition, the fund completely cash flows itself.

V. Excess Pension Funds

Attached is a schedule of investments in the excess pension fund and annual earnings on those investments (p. 45). Maturity dates for the excess pension investments vary from 2024 to 2025. Even though interest rates on these securities are still relatively high, the City's contribution to the police and fire retirement system has been subsidized by property taxes for the past twenty-eight years. Property taxes in the amount of \$1,523,540 will be levied in FY25 to subsidize the projected FY25 interest income to cover the increasing costs in retirement wages.

VI. Hospital

On December 30, 1996, the City sold fixed assets totaling \$2,330,000 in the transfer of Sartori Hospital to Covenant Health Systems. Since that date, the City also has received approximately \$6 million for the sale of inventory, the closing of cash accounts, and the collection of accounts receivable which were all part of Sartori's assets as of December 30, 1996. These proceeds are held in a separate fund in the City's financial records. The fund has grown to over \$17 million. Currently, the City has cash totaling \$14,000,000, which is restricted in a separate fund on the City's financial records. In FY24 these restricted assets will generate approximately \$917,241 in interest income. This fund has loaned the Sewer Fund money to finance large projects as described above. This has allowed this fund to earn a fair interest rate and allowed the Sewer Fund to have lower interest costs.

VII. Capital Expenditures

The Cash Management Program was founded on the premise that strict spending controls are adhered to by all departments. City revenue receipts have numerous peaks and valleys associated with the funds that are on hand at any one time during the fiscal year. A concerted effort is made to limit major capital expenditures to those months when revenues are high. Typically, these months are October/November and May/June. The Department Directors are involved in this scheduling process and are fully aware that purchases must be timed with full adherence to the schedule unless there is an unforeseen emergency. Attached is the schedule of Capital expenditures and graphs of projected revenues and expenditures for FY25 (p. 50-63).

VIII. Vehicle Maintenance

The Vehicle Replacement Program is in its thirty-fourth year. Departments have been able to extend replacement by stretching the useful life of vehicles longer than projected rather than budget replacement on the assumption the vehicle will fail.

The list of specific vehicle replacements for FY24 and FY25 has been included on p. 66-67. The City management staff makes a concerted effort to delay vehicle purchases until late in the fiscal year for cash flow purposes and to determine exactly which vehicles must be replaced.

IX. General Fund

A 20% balance in the General Fund is essential for cashflow purposes. Special attention will continue to be given in FY25 to this issue due to the continuation of the residential rollback, the commercial and multi-residential property rollback, the new property tax legislation on the loss of backfill, and the current national and local economy. The City Council is aware of this problem and will continue to address long-term employment and operational solutions in FY25.

The City Council is involved in the cashflow process at four stages. The first stage is the approval of the City's five-year Capital Improvements Program, the second is the approval of the annual operating budget, the third step is the approval of the Appropriations Resolution, and the fourth step is the review of the City's Cash Management Program by the Committee of the Whole.

We recommend that the Committee of the Whole review the FY25 Cash Management Plan so that we may continue the current investment process. Please bear in mind that this is only the investment of cash reserves not expected to be needed for cash flow purposes in FY25. There will be additional investments of short-term idle cash reserves during peak revenue periods since it is our policy to invest 100% of all idle funds.

If you have any questions regarding this report or the cash management program, please feel free to contact me.

Sincerely,

Lisa Roeding, CMFO

Controller/City Treasurer

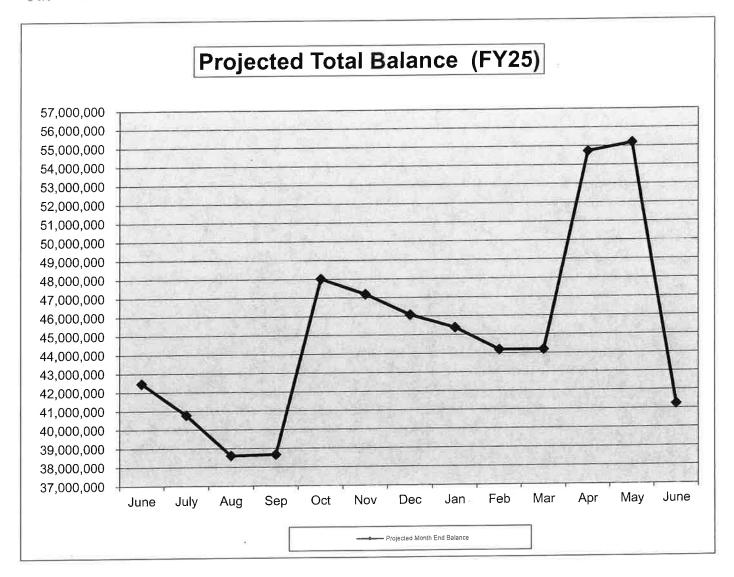


PROJECTED CASHFLOW City of Cedar Falls FY25

			-										
	JUL	AUG	SEP	OCT	NON	DEC	JAN	FEB	MAR	APR	MAY	NOC	TOTAL
TOTAL BALANCE: (Beginning of Month)	\$42,460,539	\$40,778,132	\$38,610,665	\$38,671,752	\$48,009,950	\$47,189,463	\$46,077,687	\$45,378,487	\$44,184,780	\$44,181,361	\$54,731,994	\$55,188,468	
Projected Revenues:													
General Fund	836,970	787,061	1,594,382	9,060,407	1,414,687	2,009,371	1,288,032	872,109	1,542,839	10,357,552	1,711,984	1,978,905	33,454,301
Street Construction	384,535	345,490	528,270	353,743	362,872	416,539	631,886	856,521	222,644	391,634	283,628	647,068	5,424,830
Debt Service	25,413	3,998	353,990	2,154,010	507,108	148,256	20,252	34,709	147,047	2,086,521	463,217	2,147,779	8,092,300
Refuse	286,721	319,812	322,145	350,597	271,558	292,401	334,355	238,821	268,091	285,469	292,745	613,605	3,876,318
Sewer Rental	882'029	840,897	802,344	855,774	813,403	808,511	801,492	761,838	810,925	866,126	824,280	781,831	9,638,210
Storm Water	115,908	100,510	99,591	129,449	117,336	94,241	102,269	102,978	121,672	104,137	98,558	183,571	1,370,219
Cable TV	110,984	3,322	816	111,996	2,592	3,027	108,294	3,920	3,286	71,052	60,327	6,883	486,500
Parking	10,109	13,636	15,889	15,435	15,692	14,724	16,472	18,404	16,933	17,573	16,014	14,119	185,000
Vehicle Maintenance	186,642	186,566	280,776	196,470	189,612	194,582	190,535	217,097	186,588	198,767	198,379	192,618	2,418,630
Total Revenues:	2,628,069	2,601,292	3,998,202	13,227,881	3,694,860	3,981,652	3,493,589	3,106,398	3,320,026	14,378,832	3,949,132	6,566,379	64,946,310
AMOUNT AVAILABLE:	\$45,088,609	\$43,379,424	\$42,608,867	\$51,899,633	\$51,704,810	\$51,171,115	\$49,571,276	\$48,484,884	\$47,504,806	\$58,560,192	\$58,681,126	\$61,754,847	

General Fund 2, 2, 2, 7, 74 2, 2, 2, 3, 48 2, 2, 2, 3, 48 2, 2, 2, 3, 48 2, 2, 2, 3, 48 2, 2, 2, 3, 48 2, 2, 2, 3, 48 2, 2, 2, 3, 48 2, 2, 2, 3, 48 2, 2, 2, 3, 48 2, 2, 2, 3, 48 2, 2, 2, 3, 48 2, 2, 2, 3, 48 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 3, 43, 43 3, 4, 4, 43 3, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4, 4,	Projected Expenditures:													
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440,174 462,947 324,768 326,366 364,316 329,693 321,028 401,103 314,999 316,089 316,089 316,089 316,089 316,089 316,089 316,089 31,292,188 32,216 32,216 32,216 32,216 32,217 414,187 416,084 316,089 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 32,218 </th <th>Refuse</th> <th>366,764</th> <th>301,545</th> <th>334,433</th> <th>314,751</th> <th>404,245</th> <th>375,596</th> <th>398,454</th> <th>303,614</th> <th>314,231</th> <th>311,177</th> <th>273,802</th> <th>552,027</th> <th>4,250,641</th>	Refuse	366,764	301,545	334,433	314,751	404,245	375,596	398,454	303,614	314,231	311,177	273,802	552,027	4,250,641
RE2.316 73.165 48.983 64.1334 56.484 75.694 75.697 61.337 140.565 156.226 156.226 332.839 78.842 78.842 58.339 82.500 69.130 50.549 75.697 76.577 82.977 44.457 44.457 74.457 74.457 77.248 77.248 77.597 77.597 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507 77.507	Sewer Rental	410,174	462,947	324,768		364,316	338,993	321,028	401,103	314,999	316,069	289,630	3,292,158	7,163,822
TB,842 58,339 82,500 69,130 50,549 75,697 76,577 62,977 44,457 44,457 44,457 58,792 120,116 10 33,789 286,536 286,536 24,724 34,835 36,616 31,306 224,727 44,181,761 20,783 28,895 78,285 10 4310,476 4310,476 430,716 436,776 44,181,781 44,181,361 554,731,994 \$55,188,468 \$41,234,180	Storm Water	82,316	73,165	47,234	48,993	62,418	93,661	73,530	61,337	140,565	295,636	156,226	332,839	1,467,920
33,784 30,085 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30,088 30	Cable TV	78,842	58,339	82,500	69,130	50,549	75,897	76,577	62,977	44,457	47,433	58,792	120,116	825,610
10. 262.535 3.937.115 3.899.662 4.515.347 5.083.427 4.192.790 4.300.104 3.323.445 3.928.198 20.330.311 1488.981 CE: \$40.778,132 \$3.8610.665 \$3.887.175 \$447.189.463 \$447.184.787 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780 \$447.184.780	Parking	33,798	30,408	28,570	26,084	24,724	34,835	30,618	31,306	29,025	28,965	23,602	78,265	400,199
4.310,476 4.768,759 5.937,115 5.989,682 4.515,347 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,427 5.093,	Vehicle Maintenance	176,730	262,535	306,833	284,152	193,521	288,008	214,893	224,727	140,104	207,836	230,311	188,981	2,718,631
\$40,778,132 \$38,610,665 \$38,671,752 \$48,009,950 \$47,189,463 \$46,077,687 \$45,378,487 \$44,184,780 \$44,181,361 \$54,731,994 \$55,188,468	Total Expenditures:	4,310,476	4,768,759	3,937,115	3,889,682	4,515,347	5,093,427	4,192,790	4,300,104	3,323,445	3,828,198	3,492,658	20,520,666	66,172,673
	TOTAL BALANCE: (End of Month)	\$40,778,132	\$38,610,665	\$38,671,752	\$48,009,950	\$47,189,463	\$46,077,687	\$45,378,487	\$44,184,780	\$44,181,361	\$54,731,994	\$55,188,468	\$41,234,180	

ONTHLY CHANGE (\$1,882,407) (\$2,167,467)	(67) \$61,087	\$9,338,198	(\$820,488)	(\$1,111,775)	(\$699,201)	(\$1,193,706)	(\$3,419)	\$10,550,633	\$456,474	\$456,474 (\$13,954,288)	(\$1,226,360)
		l				П					



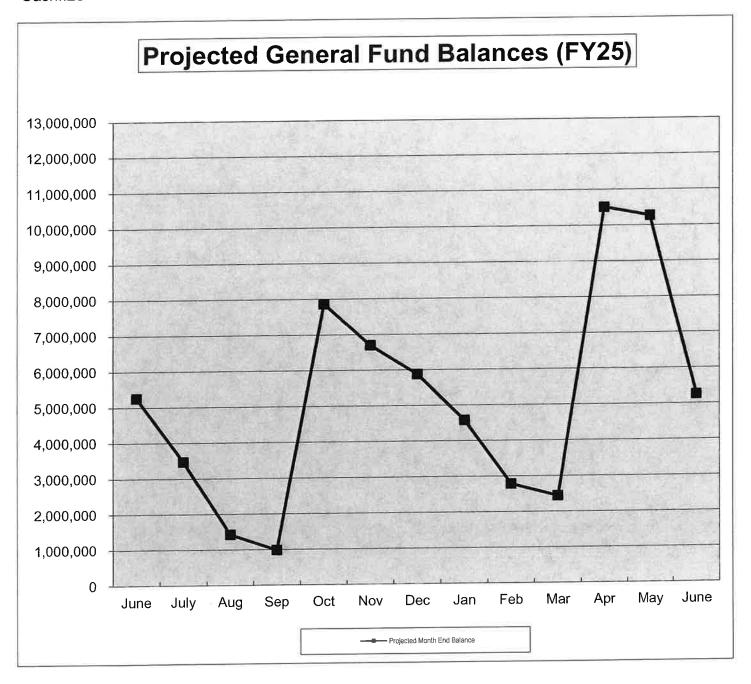
The above graph depicts the projected FY25 monthly balances of the nine funds whose cash balances will be combined and invested as a lump sum. To maximize interest earnings, the cash balances of the major funds are combined and invested for longer terms. This investment strategy allows the City to earn higher interest rates and increased interest earnings. Interest earnings are allocated to the funds in proportion to the funds individual cash balances. Since the City receives the largest amount of property taxes in October and April, departments are requested to time their large equipment purchases for the months of October/November and April/May to help even out monthly cashflows.

CITY OF CEDAR FALLS Historical Data Revenues General Fund

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$1,060,423	\$995,669	\$667,713	\$907,935	2.50%	\$836,970
August	657,926	873,614	1,029,843	\$853,794	2.35%	787,061
September	1,471,037	1,904,689	1,812,973	\$1,729,566	4.77%	1,594,382
October	9,132,105	10,773,073	9,580,687	\$9,828,622	27.08%	9,060,407
November	1,416,595	1,275,467	1,911,844	\$1,534,635	4.23%	1,414,687
December	1,662,231	1,984,413	2,892,582	\$2,179,742	6.01%	2,009,371
January	968,554	2,023,116	1,200,056	\$1,397,242	3.85%	1,288,032
February	459,386	1,147,669	1,231,107	\$946,054	2.61%	872,109
March	1,157,258	949,889	2,913,813	\$1,673,653	4.61%	1,542,839
April	10,940,808	12,031,485	10,734,956	\$11,235,750	30.96%	10,357,552
May	1,484,189	2,230,092	, ,	\$1,857,140	5.12%	1,711,984
June	1,801,095	2,492,291		\$2,146,693	5.92%	1,978,905
TOTAL	\$32,211,607	\$38,681,466	\$33,975,574	\$36,290,827	100.00%	\$33,454,300

CITY OF CEDAR FALLS Historical Data Expenditures General Fund

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$3,034,314	\$3,153,859	\$2,429,854	\$2,872,676	7.83%	\$2,620,774
August	2,309,340	4,095,323	2,917,442	\$3,107,368	8.47%	2,834,887
September	2,147,371	2,083,085	2,456,403	\$2,228,953	6.08%	2,033,499
October	2,167,937	2,203,021	2,806,564	\$2,392,507	6.52%	2,182,711
November	1,831,534	2,270,485	4,378,014	\$2,826,678	7.71%	2,578,810
December	3,157,748	3,297,289	2,851,023	\$3,102,020	8.46%	2,830,007
January	2,039,962	3,402,798	3,076,547	\$2,839,769	7.74%	2,590,753
February	1,947,085	2,543,445	4,271,449	\$2,920,660	7.96%	2,664,550
March	2,149,405	1,965,675	2,088,790	\$2,067,957	5.64%	1,886,620
April	2,147,346	2,876,465	2,496,494	\$2,506,768	6.84%	2,286,953
May	2,051,446	2,226,090	_,,	\$2,138,768	5.83%	1,951,222
June	7,114,707	8,216,715		\$7,665,711	20.90%	6,993,514
TOTAL	\$32,098,195	\$38,334,251	\$29,772,579	\$36,669,835	100.00%	\$33,454,300



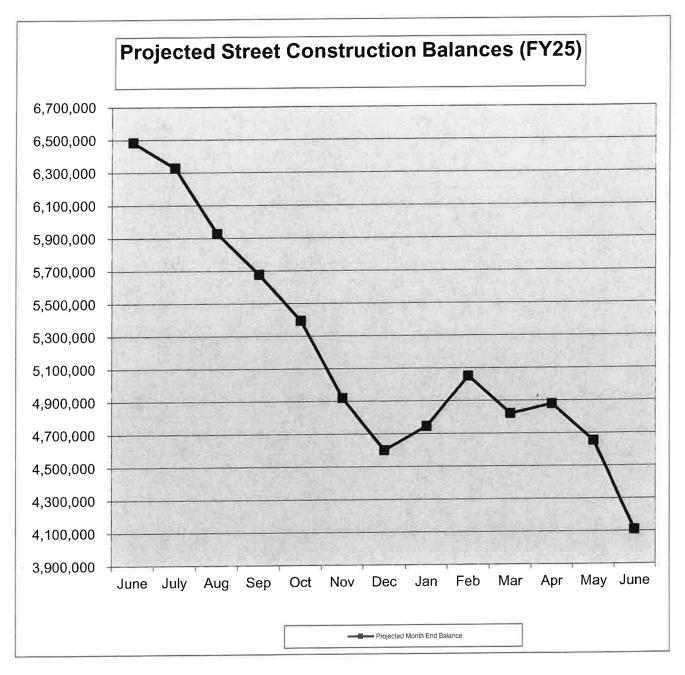
Because the largest amount of property tax revenues are received in October and April, the General Fund cash balance fluctuates significantly throughout the year. Combining the General Fund cash with cash from the other funds allows the City to make longer term investments at higher interest rates.

CITY OF CEDAR FALLS Historical Data Revenues Street Construction

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$614,544	\$430,811	\$457,818	\$501,058	7.09%	\$384,535
August	365,046	415,562	569,936	450,181	6.37%	345,490
September	677,974	638,494	748,575	688,348	9.74%	528,270
October	452,258	468,940	461,606	460,935	6.52%	353,743
November	357,374	606,659	454,456	472,830	6.69%	362,872
December	459,949	498,477	669,853	542,760	7.68%	416,539
January	461,463	1,531,834	476,786	823,361	11.65%	631,886
February	447,954	484,370	2,415,874	1,116,066	15.79%	856,521
March	265,581	270,089	334,659	290,110	4.10%	222,644
April	608,959	456,072	465,898	510,310	7.22%	391,634
May	233,809	505,339		369,574	5.23%	283,628
June	1,005,422	680,862		843,142	11.93%	647,068
TOTAL	\$5,950,333	\$6,987,509	\$7,055,461	\$7,068,673	100.00%	\$5,424,830

CITY OF CEDAR FALLS Historical Data Expenditures Street Construction

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$330,398	\$477,664	\$851,409	\$553,157	6.94%	\$541,078
August	218,716	548,186	1,517,788	761,563	9.55%	744,933
September	368,529	1,213,503	807,993	796,675	9.99%	779,278
October	339,702	965,962	645,623	650,429	8.16%	636,226
November	483,919	632,466	1,449,950	855,445	10.73%	836,764
December	655,273	917,356	685,492	752,707	9.44%	736,270
January	296,509	364,783	832,132	497,808	6.24%	486,937
February	308,310	836,182	543,846	562,779	7.06%	550,490
March	734,464	335,088	321,151	463,568	5.81%	453,445
April	285,019	431,757	307,361	341,379	4.28%	333,924
May	266,057	774,820		520,438	6.53%	509,074
June	711,957	1,722,876		1,217,416	15.27%	1,190,831
TOTAL	\$4,998,853	\$9,220,642	\$7,962,744	\$7,973,365	100.00%	\$7,799,250



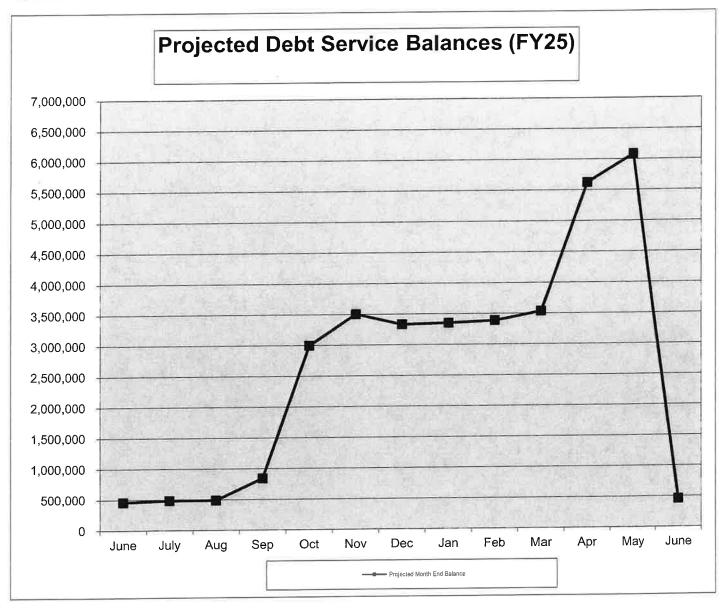
The Street Construction Fund is funded by road use tax revenues. Since road use tax is received monthly in a consistent amount, this fund does not fluctuate as much as the General Fund. On the CIP, we have planned on starting to use some of these cash reserves on large street projects. This funding will be utilized in accordance with street construction projects.

CITY OF CEDAR FALLS Historical Data Revenues Debt Service

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$44,057	\$8,373	\$4,882	\$19,104	0.31%	\$25,413
August	17	1	8,999	3,006	0.05%	3,998
September	136,626	215,419	446,277	266,107	4.37%	353,990
October	1,345,022	1,739,074	1,773,651	1,619,249	26.62%	2,154,010
November	528,960	302,554	312,122	381,212	6.27%	507,108
December	173,579	127,976	32,795	111,450	1.83%	148,256
January	21,698	10,058	13,917	15,224	0.25%	20,252
February	9,700	52,237	16,340	26,092	0.43%	34,709
March	107,705	115,795	108,122	110,541	1.82%	147,047
April	1,510,986	1,524,166	1,670,393	1,568,515	25.78%	2,086,521
May	255,194	441,241		348,217	5.72%	463,217
June	1,724,522	1,504,606		1,614,564	26.54%	2,147,779
TOTAL	\$5,858,066	\$6,041,500	\$4,387,498	\$6,083,282	100.00%	\$8,092,300

CITY OF CEDAR FALLS Historical Data Expenditures Debt Service

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$0	\$0	\$0	\$0	0.00%	\$0
August	0	0	0	0	0.00%	0
September	o	0	0	0	0.00%	0
October	o	0	0	0	0.00%	0
November	o	0	0	0	0.00%	0
December	263,600	205,530	253,864	240,998	3.96%	320,160
January	l ol	0	0	0	0.00%	0
February	l ol	0	0	0	0.00%	0
March	ol	0	0	0	0.00%	0
April	465	0	0	155	0.00%	206
May	0	0		0	0.00%	0
June	5,774,134	5,926,402		5,850,268	96.04%	7,771,934
TOTAL	\$6,038,199	\$6,131,932	\$253,864	\$6,091,421	100.00%	\$8,092,300



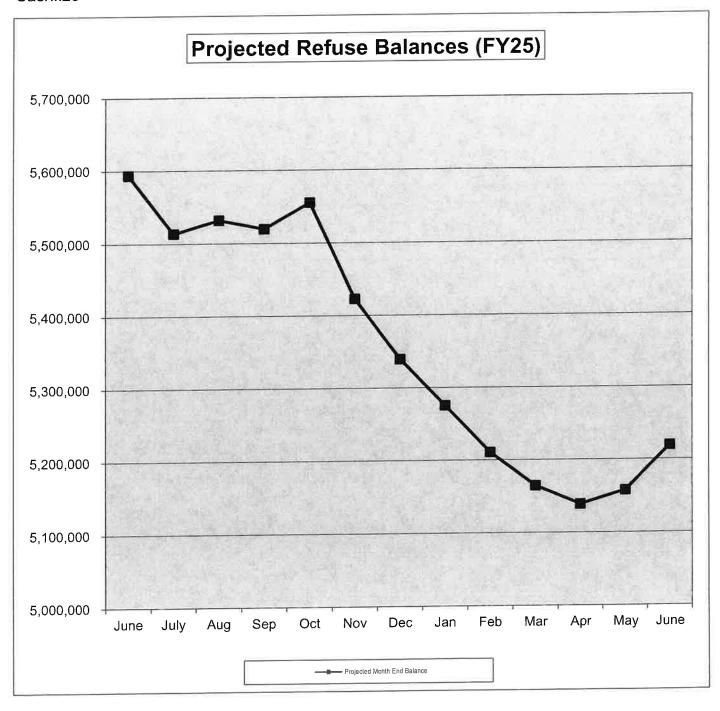
The City accumulates balances in the Debt Service Fund to make bond and coupon payments that are due December 1 and June 1 of each year. Transfers from the Sewer Rental, the Storm Water Fund and General Fund to pay debt service for those funds are made annually; the largest property tax revenues are received in October and April; and bond and coupon payments are made at the end of November and May for the December 1 and June 1 due dates.

CITY OF CEDAR FALLS Historical Data Revenues Refuse

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$259,113	\$271,995	\$289,736	\$273,615	7.40%	\$286,721
August	312,793	330,430	272,356	305,193	8.25%	319,812
September	235,167	416,990	270,102	307,420	8.31%	322,145
October	302,614	261,684	439,413	334,570	9.04%	350,597
November	265,876	259,744	251,813	259,144	7.01%	271,558
December	283,969	231,187	321,949	279,035	7.54%	292,401
January	392,666	290,121	274,425	319,071	8.63%	334,355
February	245,602	206,020	232,091	227,904	6.16%	238,821
March	216,583	289,176	261,749	255,836	6.92%	268,091
April	252,361	260,944	303,954	272,420	7.36%	285,469
May	299,355	259,371		279,363	7.55%	292,745
June	525,576	645,536		585,556	15.83%	613,605
TOTAL	\$3,591,675	\$3,723,199	\$2,917,588	\$3,699,127	100.00%	\$3,876,320

CITY OF CEDAR FALLS Historical Data Expenditures Refuse

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$288,851	\$381,791	\$266,464	\$312,369	8.63%	\$366,764
August	216,934	273,446	280,089	256,823	7.09%	301,545
September	358,725	225,044	270,731	284,833	7.87%	334,433
October	272,857	241,520	289,833	268,070	7.40%	314,751
November	213,757	235,014	584,102	344,291	9.51%	404,245
December	312,115	269,299	378,260	319,891	8.84%	375,596
January	222,642	269,879	525,555	339,359	9.37%	398,454
February	293,583	239,862	242,310	258,585	7.14%	303,614
March	230,078	300,061	272,742	267,627	7.39%	314,231
April	294,914	257,180	242,983	265,026	7.32%	311,177
May	248,317	218,072		233,194	6.44%	273,802
June	453,908	486,403		470,156	12.99%	552,028
TOTAL	\$3,406,681	\$3,397,571	\$3,353,070	\$3,620,224	100.00%	\$4,250,640



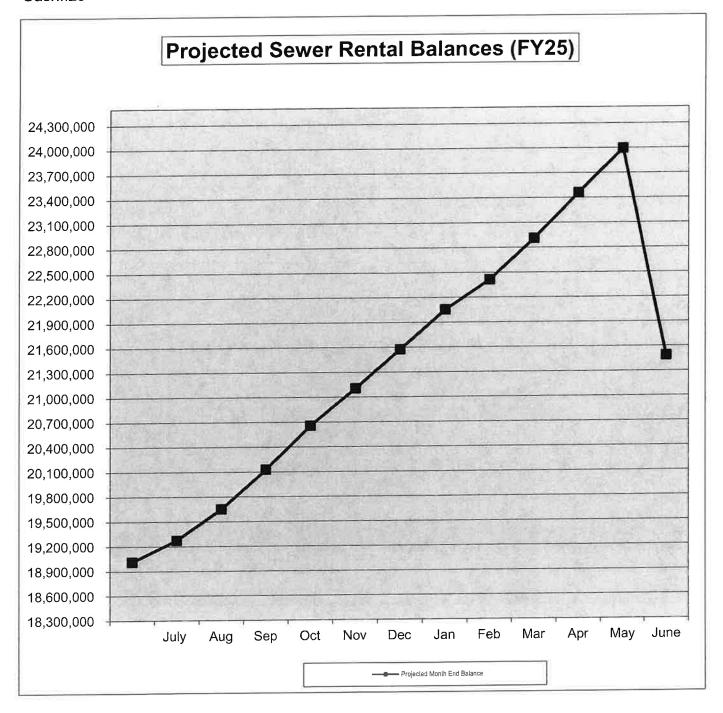
Refuse rates are evaluated every 4-5 years to determine if increases are needed. As part of these rate studies, costs for recycling and composting are also evaluated. A rate study was completed in 2020. Refuse rate increases went into effect January 2021. Garbage cans last increased in January 2022 and container dumpsters increased in January 2024

CITY OF CEDAR FALLS Historical Data Revenues Sewer Rental

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$627,749	\$662,681	\$735,109	\$675,180	6.96%	\$670,788
August	821,311	868,556	849,340	846,402	8.72%	840,897
September	649,897	867,266	905,628	807,597	8.32%	802,344
October	889,763	750,061	944,307	861,377	8.88%	855,774
November	760,467	797,125	898,594	818,729	8.44%	813,403
December	754,971	696,780	989,661	813,804	8.39%	808,511
January	652,759	960,709	806,751	806,740	8.32%	801,492
February	714,991	691,744	893,742	766,826	7.90%	761,838
March	700,877	912,567	835,259	816,234	8.41%	810,925
April	683,518	831,783	1,100,088	871,796	8.99%	866,126
May	871,751	787,603		829,677	8.55%	824,280
June	656,833	917,066		786,950	8.11%	781,831
TOTAL	\$8,784,887	\$9,743,941	\$8,958,478	\$9,701,311	100.00%	\$9,638,210

CITY OF CEDAR FALLS Historical Data Expenditures Sewer Rental

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$477,548	\$337,266	\$400,701	\$405,172	5.73%	\$410,174
August	306,171	327,431	738,300	457,301	6.46%	462,947
September	293,960	349,822	318,639	320,807	4.53%	324,768
October	277,920	325,487	367,511	323,639	4.57%	327,635
November	283,005	304,475	492,138	359,873	5.09%	364,316
December	295,695	347,660	361,220	334,858	4.73%	338,993
January	295,126	293,089	363,122	317,112	4.48%	321,028
February	320,762	411,091	456,779	396,211	5.60%	401,103
March	334,498	281,855	317,111	311,155	4.40%	314,999
April	286,979	338,031	311,632	312,214	4.41%	316,069
May	286,424	285,771		286,097	4.04%	289,630
June	3,328,753	3,175,262		3,252,007	45.96%	3,292,158
TOTAL	\$6,786,841	\$6,777,239	\$4,127,152	\$7,076,446	100.00%	\$7,163,820



Sewer rates will increase by 7% annually for FY23 - FY27. These rate increases are necessary due to several projects that are helping the City to comply with EPA and DNR standards. The City is purposely building up cash reserves in this fund to help pay for large projects on the horizon.

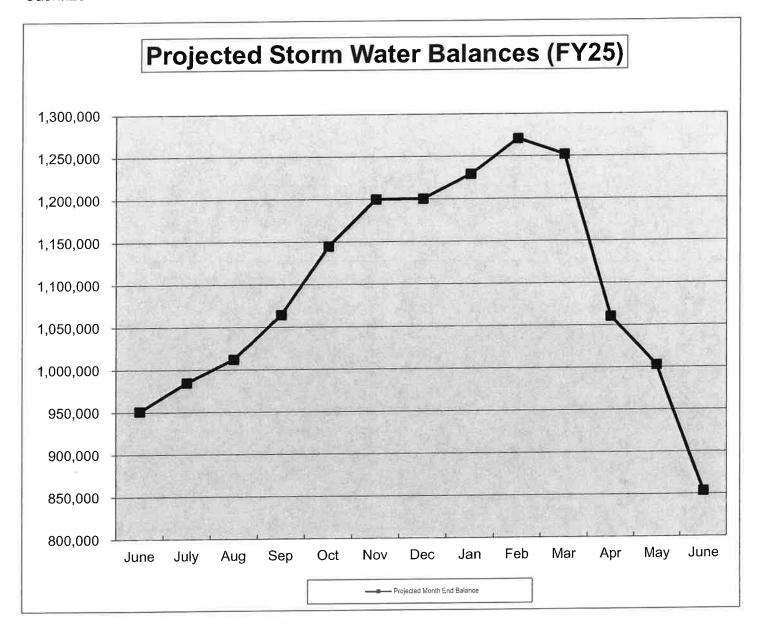
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CITY OF CEDAR FALLS Historical Data Revenues Storm Water

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$90,847	\$148,564	\$108,198	\$115,870	8.46%	\$115,908
August	91,441	100,430	109,560	100,477	7.34%	100,510
September	91,571	99,338	107,764	99,558	7.27%	99,591
October	92,545	100,794	194,882	129,407	9.45%	129,449
November	93,242	99,503	159,146	117,297	8.56%	117,336
December	64,669	99,959	118,001	94,210	6.88%	94,241
January	91,987	101,392	113,328	102,236	7.46%	102,269
February	96,920	98,156	113,756	102,944	7.52%	102,978
March	92,851	102,186	169,860	121,632	8.88%	121,672
April	92,999	104,796	114,514	104,103	7.60%	104,137
May	92,416	104,635		98,526	7.19%	98,558
June	94,533	272,488		183,511	13.40%	183,571
TOTAL	\$1,086,021	\$1,432,242	\$1,309,009	\$1,369,769	100.00%	\$1,370,220

CITY OF CEDAR FALLS Historical Data Expenditures Storm Water

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$54,659	\$76,438	\$174,637	\$101,911	5.61%	\$82,316
August	48,022	53,951	169,773	90,582	4.98%	73,165
September	60,332	36,745	78,358	58,478	3.22%	47,234
October	33,304	41,797	106,867	60,656	3.34%	48,993
November	112,449	62,795	56,587	77,277	4.25%	62,418
December	69,313	119,833	158,724	115,957	6.38%	93,661
January	34,619	189,786	48,696	91,034	5.01%	73,530
February	41,258	117,832	68,726	75,939	4.18%	61,337
March	142,100	316,967	63,014	174,027	9.58%	140,565
April	33,203	991,207	73,630	366,013	20.14%	295,636
May	36,603	350,228	ŕ	193,415	10.64%	156,226
June	187,915	636,229		412,072	22.67%	332,839
TOTAL	\$853,777	\$2,993,808	\$999,011	\$1,817,361	100.00%	\$1,467,920



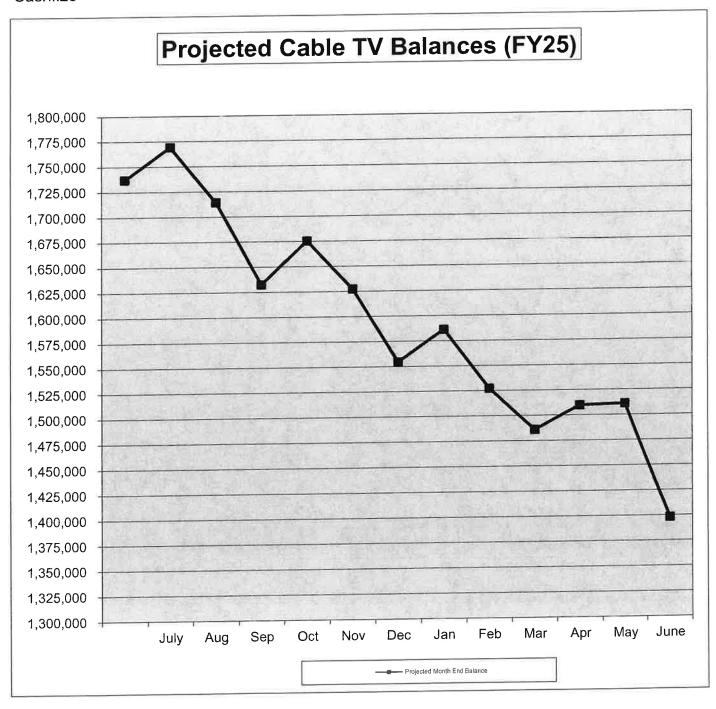
The Storm Water Fund was created in FY07. New federal and state mandates related to storm water runoff and water quality forced the City to provide inspection and detection services. All properties in Cedar Falls are charged a storm water fee to cover the costs of these services and for capital projects related to water quality control. Storm Water rates are recommended to increase 7% in FY23 through FY27 to pay for several projects listed on the 5-year Capital Improvements Program.

CITY OF CEDAR FALLS Historical Data Revenues Cable TV

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$131,114	\$118,634	\$118,756	\$122,835	22.81%	\$110,984
August	169	6,113	4,748	3,677	0.68%	3,322
September	193	784	1,731	903	0.17%	816
October	128,585	120,393	122,884	123,954	23.02%	111,996
November	713	1,506	6,389	2,869	0.53%	2,592
December	640	1,874	7,538	3,351	0.62%	3,027
January	124,624	117,992	116,958	119,858	22.26%	108,294
February	4,037	1,300	7,679	4,339	0.81%	3,920
March	1,139	2,467	7,305	3,637	0.68%	3,286
April	1,014	113,618	121,285	78,639	14.60%	71,052
May	125,344	8,192	·	66,768	12.40%	60,327
June	776	14,458		7,617	1.41%	6,883
TOTAL	\$518,348	\$507,331	\$515,274	\$538,447	100.00%	\$486,500

CITY OF CEDAR FALLS Historical Data Expenditures Cable TV

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$78,633	\$51,713	\$40,778	\$57,041	9.55%	\$78,842
August	30,352	58,726	37,545	42,208	7.07%	58,339
September	47,595	82,200	49,269	59,688	9.99%	82,500
October	46,588	51,279	52,177	50,015	8.37%	69,130
November	34,534	38,794	36,387	36,572	6.12%	50,549
December	64,297	48,947	51,488	54,911	9.19%	75,897
January	33,655	39,974	92,579	55,403	9.28%	76,577
February	52,085	46,486	38,117	45,563	7.63%	62,977
March	31,084	33,463	31,945	32,164	5.38%	44,457
April	30,327	39,932	32,692	34,317	5.75%	47,433
May	47,903	37,167		42,535	7.12%	58,792
June	88,350	85,453		86,901	14.55%	120,116
TOTAL	\$585,403	\$614,134	\$462,978	\$597,318	100.00%	\$825,610



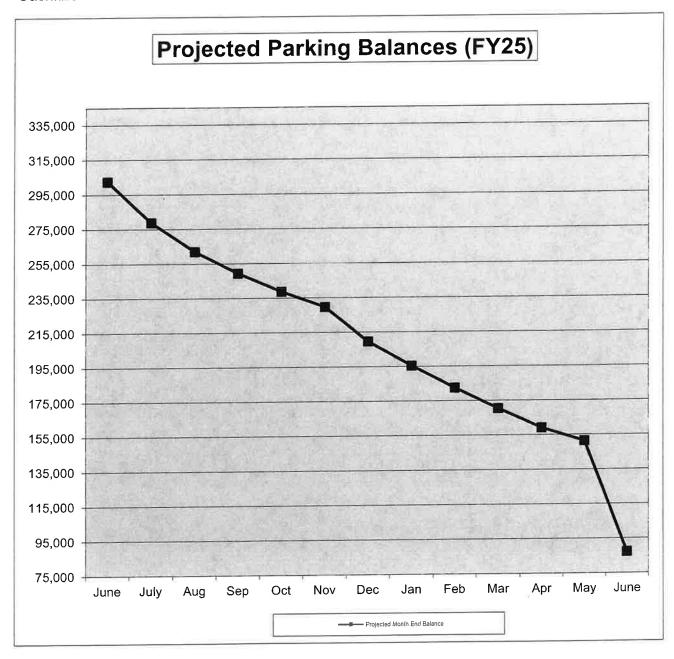
The Cable Television Fund balances fluctuate significantly throughout the year due to the timing of the receipt of franchise fees. The City receives cable television franchise fees quarterly in July, October, January and May each year.

CITY OF CEDAR FALLS Historical Data Revenues Parking

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$14,505	\$11,138	\$10,273	\$11,972	5.46%	\$10,109
August	17,569	17,730	13,148	16,149	7.37%	13,636
September	23,125	18,739	14,590	18,818	8.59%	15,889
October	17,942	17,924	18,972	18,279	8.34%	15,435
November	21,830	17,754	16,169	18,584	8.48%	15,692
December	21,039	14,679	16,595	17,438	7.96%	14,724
January	19,738	20,993	17,795	19,509	8.90%	16,472
February	33,689	16,337	15,364	21,797	9.95%	18,404
March	24,003	19,345	16,816	20,055	9.15%	16,933
April	27,241	16,290	18,906	20,812	9.50%	17,573
May	22,421	15,510		18,966	8.66%	16,014
June	14,013	19,429		16,721	7.63%	14,119
TOTAL	\$257,115	\$205,868	\$158,627	\$219,099	100.00%	\$185,000

CITY OF CEDAR FALLS Historical Data Expenditures Parking

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$35,974	\$25,881	\$21,108	\$27,654	8.45%	
August	23,852	29,317	21,473	24,881	7.60%	30,408
September	21,940	25,688	22,501	23,376	7.14%	28,570
October	19,567	17,066	27,394	21,342	6.52%	26,084
November	21,095	19,240	20,355	20,230	6.18%	24,724
December	25,649	27,623	32,237	28,503	8.70%	34,835
January	22,690	22,077	30,390	25,052	7.65%	30,618
February	31,751	22,207	22,887	25,615	7.82%	31,306
March	21,551	19,496	30,199	23,749	7.25%	29,025
April	21,637	19,869	29,593	23,700	7.24%	28,965
May	18,891	19,732		19,311	5.90%	23,602
June	60,531	67,547		64,039	19.56%	78,265
TOTAL	\$325,128	\$315,743	\$258,137	\$327,452	100.00%	\$400,200



The Parking Fund monthly balances declined during the year due to suspending paid parking in parking lots. The City will need to continue to monitor the balance in this fund and determine when property tax dollars may be needed to subsidize the fund. The decrease in June is due to transfers to other funds which occur at fiscal year-end.

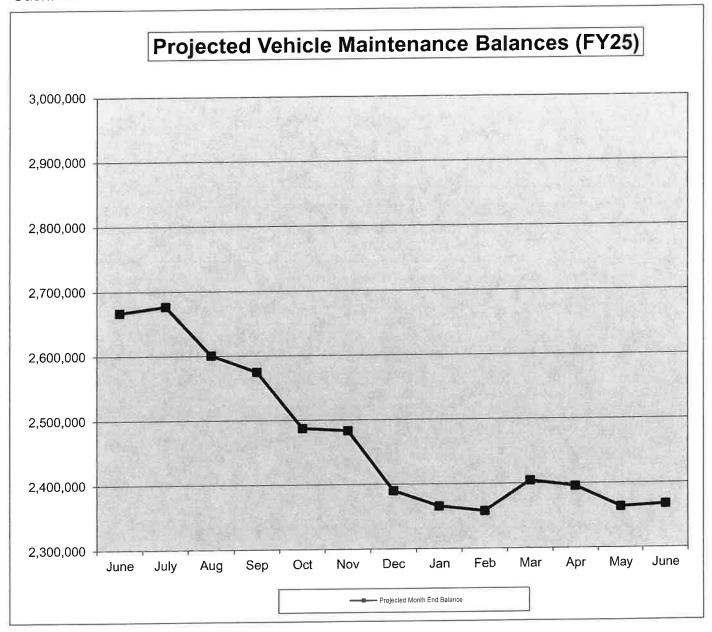
CITY OF CEDAR FALLS Historical Data Revenues Vehicle Maintenance

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$179,300	\$185,509	\$197,945	\$187,585	7.72%	\$186,642
August	182,630	185,620	194,275	187,508	7.71%	186,566
September	450,731	181,940	213,911	282,194	11.61%	280,776
October	183,446	186,385	222,556	197,462	8.12%	196,470
November	192,178	181,750	197,780	190,569	7.84%	189,612
December	190,161	198,784	197,750	195,565	8.05%	194,582
January	180,322	191,338	202,833	191,498	7.88%	190,535
February	247,840	181,972	224,768	218,193	8.98%	217,097
March	179,544	185,784	197,263	187,530	7.71%	186,588
April	182,238	214,190	202,885	199,771	8.22%	198,767
May	211,902	186,860		199,381	8.20%	198,379
June	179,406	207,773		193,589	7.96%	192,618
TOTAL	\$2,559,698	\$2,287,905	\$2,051,966	\$2,430,847	100.00%	\$2,418,630

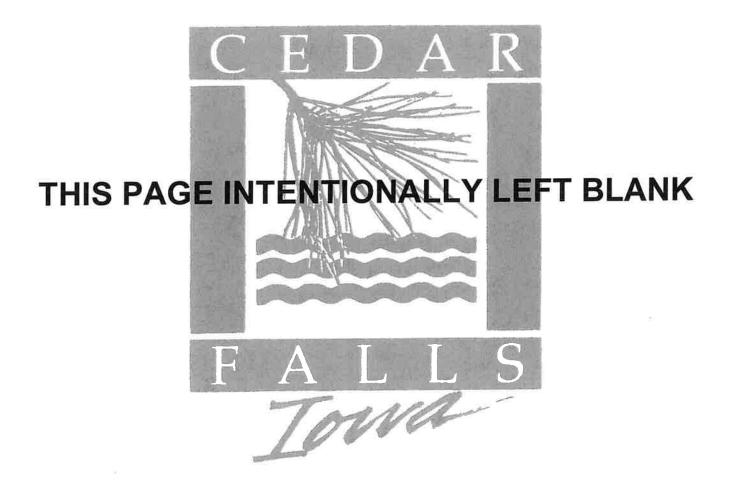
CITY OF CEDAR FALLS Historical Data Expenditures Vehicle Maintenance

MONTH	FY22	FY23	FY24	3 YEAR AVERAGE	PERCENT	FY25 ESTIMATE
July	\$175,866	\$159,013	\$175,752	\$170,210	6.50%	\$176,730
August	204,216	342,226	212,111	252,851	9.66%	262,535
September	458,124	239,359	189,061	295,515	11.29%	306,833
October	265,005	315,594	240,412	273,670	10.45%	284,152
November	177,904	196,151	185,092	186,382	7.12%	193,521
December	220,668	210,174	401,310	277,384	10.59%	288,008
January	152,992	274,581	193,324	206,966	7.90%	
February	149,515	250,893	248,905	216,438	8.27%	224,727
March	147,543	143,771	113,493	134,936	5.15%	140,104
April	154,722	151,870	293,915	200,169	7.64%	207,836
May	237,525	206,106		221,816	8.47%	230,311
June	205,977	158,044		182,010	6.95%	188,981
TOTAL	\$2,550,057	\$2,647,782	\$2,253,376	\$2,618,347	100.00%	\$2,718,630

Cashfl25



The Vehicle Maintenance Division is responsible for the maintenance on and replacement of all City vehicles. Combining these functions into one division has extended the useful life of vehicles and decreased maintenance and replacement costs.





SECURITIES HELD BY THE CITY ON MAY 1, 2024 AND PROJECTED INTEREST EARNINGS BY FUND CITY OF CEDAR FALLS, IOWA

Fund Name	Invest Date	Maturity Date	Rate	Investment Amount	Financial Instit.	Interest Earned
POOLED INVESTMENTS	05/31/23	05/31/24	5.260%	\$4,000,000	Regions	210,976.44
	05/31/23	05/31/24	5.230%	\$4,000,000	US Bank	209,773.15
	06/30/23	06/28/24	5.750%	\$4,000,000	US Bank	229,369.86
	12/29/23	06/28/24	5.470%	\$4,000,000	Community	110,299.18
	01/31/24	07/31/24	5.160%	\$4,000,000	Community	85,387.40
	01/31/24	07/31/24	5.160%	\$4,000,000	Community	85,387.40
	10/31/23	08/30/24	5.600%	\$4,000,000	Lincoln	149,128.7
	02/28/24	08/30/24	5.280%	\$4,000,000	First Bank	71,171.5
	11/30/23	09/30/24	5.350%	\$4,000,000	Community	124,882.19
	03/28/24	09/30/24	5.220%	\$4,000,000	Midwest	53,773.1
	10/31/23	10/31/24	5.600%	\$4,000,000	Lincoln	149,128.7
	04/30/24	10/31/24	5.240%	\$4,000,000	First Bank	35,029.04
	11/30/23	11/26/24	5.410%	\$4,000,000	IPAIT	126,282.74
	12/29/23	12/31/24	5.300%	\$4,000,000	Community	106,871.23
	01/31/24	01/31/25	4.940%	\$4,000,000	Community	81,746.8
	04/30/24	01/31/25	5.210%	\$4,000,000	First Bank	34,828.49
	02/28/24	02/28/25	5.200%	\$4,000,000	Lincoln	70,093.18
	03/28/24	03/28/25	4.950%	\$4,000,000	Farmers	50,991.78
	04/30/24	04/30/25	5.200%	\$4,000,000	Bank lowa	34,761.64
	04/30/24	04/30/25	5.200%	\$4,000,000	Bank Iowa	34,761.64
CABLE TV PARKING FUND VISITORS & TOURISM POLICE RETIREMENT FIRE RETIREMENT LIBRARY RESERVE SOFTBALL FUND GOLF CAPITAL REC CAPITAL HEARST CAPITAL WASHINGTON PARK FLOOD RESERVE FUND STREET IMPROVEMENT BOND FUND PARKADE RENOVATION ECON. DEVELOPMENT REFUSE SEWER RENTAL STORM WATER DATA PROCESSING						60,505.33 13,882.99 38,070.72 61,466.60 52,569.65 3,057.66 7,115.81 16,637.99 35,455.29 13,987.04 1,149.22 81,596.29 384,588.33 117,943.14 522.43 308,811.41 190,940.12 581,198.15 39,697.89
HEALTH INSURANCE VEHICLE MAINTENANCE PAYROLL WORKER'S COMP. LONG-TERM DISABILITY LIABILITY INSURANCE CAPITAL PROJECTS TOTAL FY24 INTEREST - POOLE	:D					101,725.8 96,332.1 98,574.3 41,442.9 14,475.6 29,284.2 926,012.2 \$6,350,402.5

TOTAL HELD SECURITIES ON MAY 1, 2024	\$80,000,000
TOTAL PROJECTED INTEREST EARNINGS FOR FY24	\$6,350,402.50
PROJECTED AVERAGE RATE OF RETURN FY24	5.29%

SECURITIES HELD BY THE CITY City of Cedar Falls, Iowa May 1, 2024

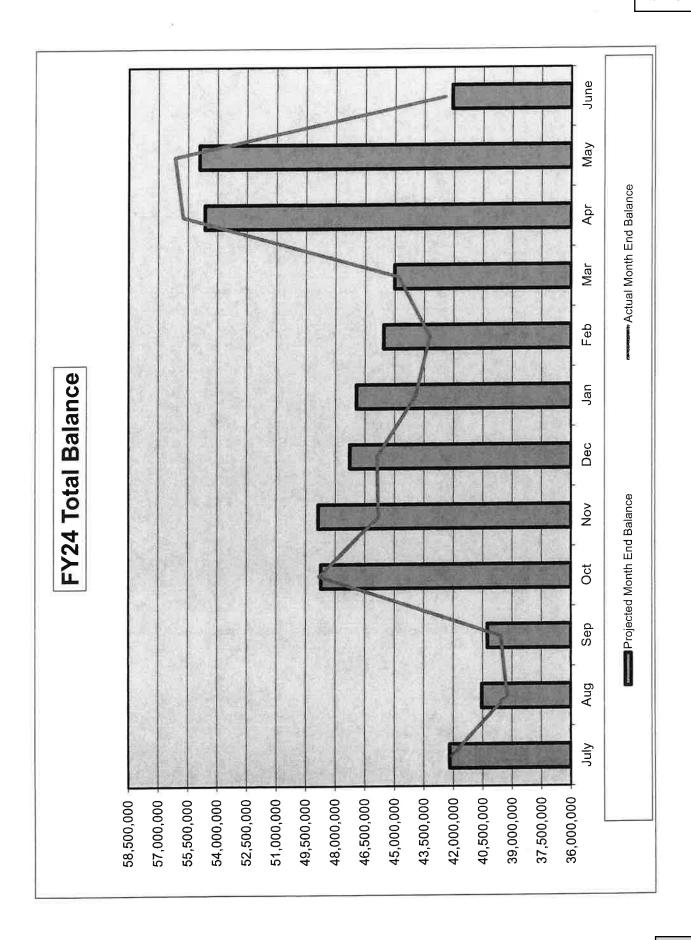
Fund #	Fund Name	Invest Type	Invest Date	Finance Instit.	Rate	Maturity	Amount
	Combined	CD	05/31/23	Regions	5.26%	05/31/24	\$4,000,00
	Combined	CD	05/31/23	US Bank	5.23%	05/31/24	\$4,000,00
	Combined	CD	06/30/23	US Bank	5.75%	06/28/24	\$4,000,00
	Combined	CD	12/29/23	Community	5.47%	06/28/24	\$4,000,00
	Combined	CD	01/31/24	Community	5.16%	07/31/24	\$4,000,00
	Combined	CD	01/31/24	Community	5.16%	07/31/24	\$4,000,00
	Combined	CD	10/31/23	Lincoln	5.60%	08/30/24	\$4,000,00
	Combined	CD	02/28/24	First Bank	5.28%	08/30/24	\$4,000,00
	Combined	CD	11/30/23	Community	5.35%	09/30/24	\$4,000,00
	Combined	CD	03/28/24	Midwest	5.22%	09/30/24	\$4,000,00
	Combined	CD	10/31/23	Lincoln	5.60%	10/31/24	\$4,000,00
	Combined	CD	04/30/24	First Bank	5.24%	10/31/24	\$4,000,00
	Combined	CD	11/30/23	IPAIT	5.41%	11/26/24	\$4,000,00
	Combined	CD	12/29/23	Community	5.30%	12/31/24	\$4,000,00
	Combined	CD	01/31/24	Community	4.94%	01/31/25	\$4,000,00
	Combined	CD	04/30/24	First Bank	5.21%	01/31/25	\$4,000,00
1	Combined	CD	02/28/24	Lincoln	5.20%	02/28/25	\$4,000,00
	Combined	CD	03/28/24	Farmers	4.95%	03/28/25	\$4,000,00
	Combined	CD	04/30/24	Bank lowa	5.20%	04/30/25	\$4,000,00
	Combined	CD	04/30/24	Bank lowa	5.20%	04/30/25	\$4,000,00
				9			\$80,000,00

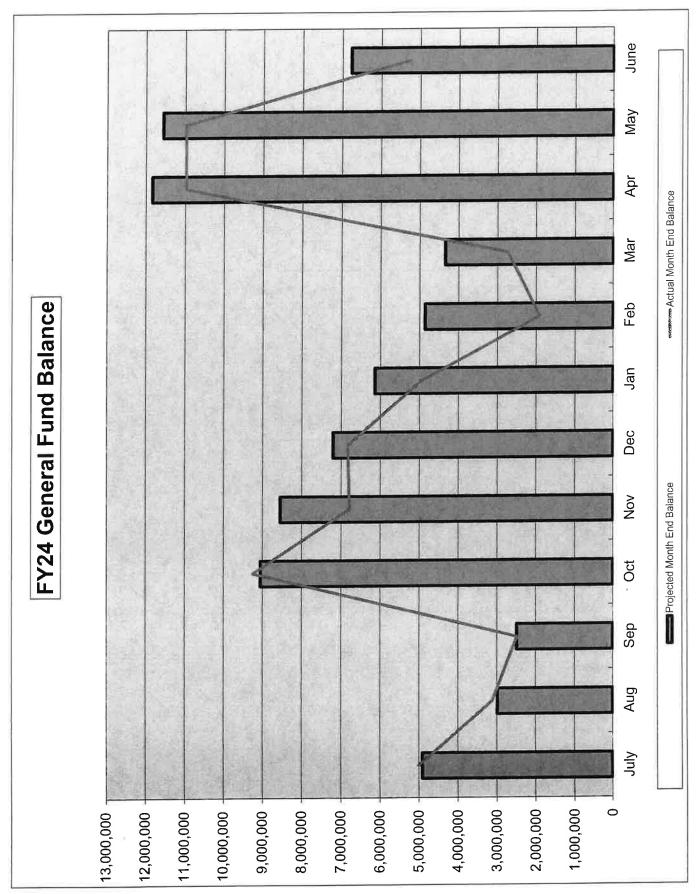
CASH MANAGEMENT REPORT FUNDS CITY OF CEDAR FALLS, IOWA

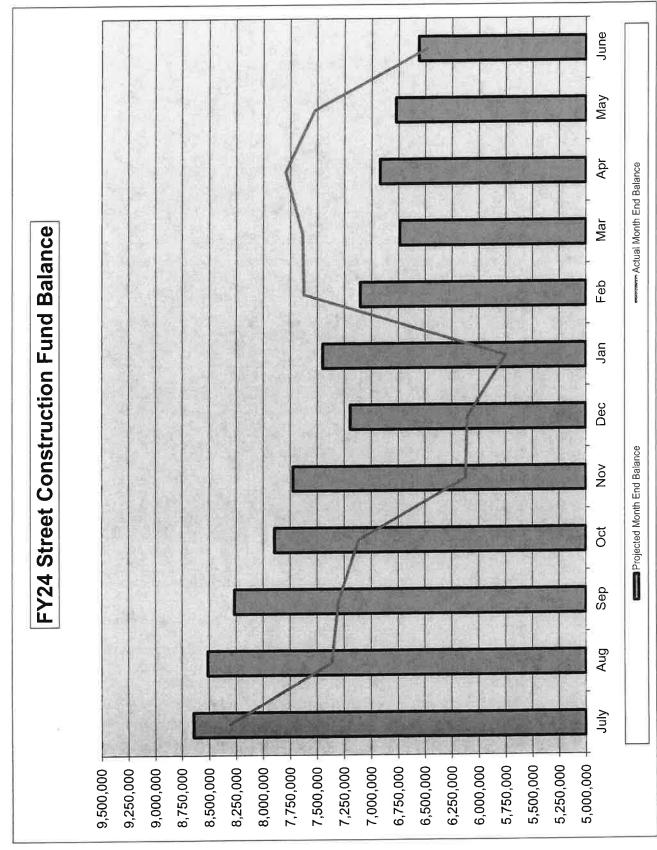
Fund Name	Maturity Date Jul-24	Maturity Date Aug-24	Maturity Maturity Date Date Sep-24 Oct-24	Maturity Date Oct-24	Maturity Date Nov-24	Maturity Date Dec-24	Maturity Date Jan-25	Maturity Date Feb-25	Maturity Date Mar-25	Maturity Date Apr-25	Maturity Date May-25	Maturity Date Jun-25	Total FY24 Investments	Investments Held At 06/30/25	Funds To Be Invested
Pooled Funds	\$8,000,000	\$8,000,000 \$8,000,000 \$8,000,000 \$8,000,000	\$8,000,000	\$8,000,000	\$4,000,000	\$4,000,000	\$8,000,000	\$8,000,000 \$4,000,000	\$4,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$80,000,000	\$64,000,000 \$16,000,000	\$16,000,000
TOTAL	\$8,000,000	\$8,000,000 \$8,000,000 \$8,000,000 \$8,000,000	\$8,000,000	\$8,000,000	\$4,000,000	41	4,000,000 \$8,000,000 \$4,000,000	\$4,000,000	\$4,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$80,000,000	\$64,000,000 \$16,000,000	\$16,000,000
														-	

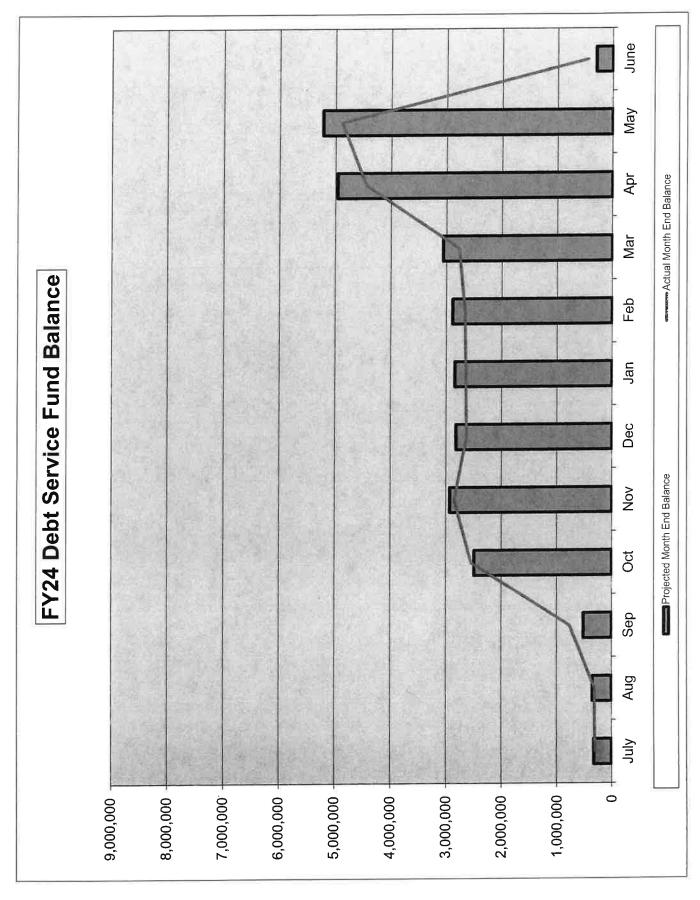
NOTE: Depending on cashflow needs, additional funds may be invested throughout the year.

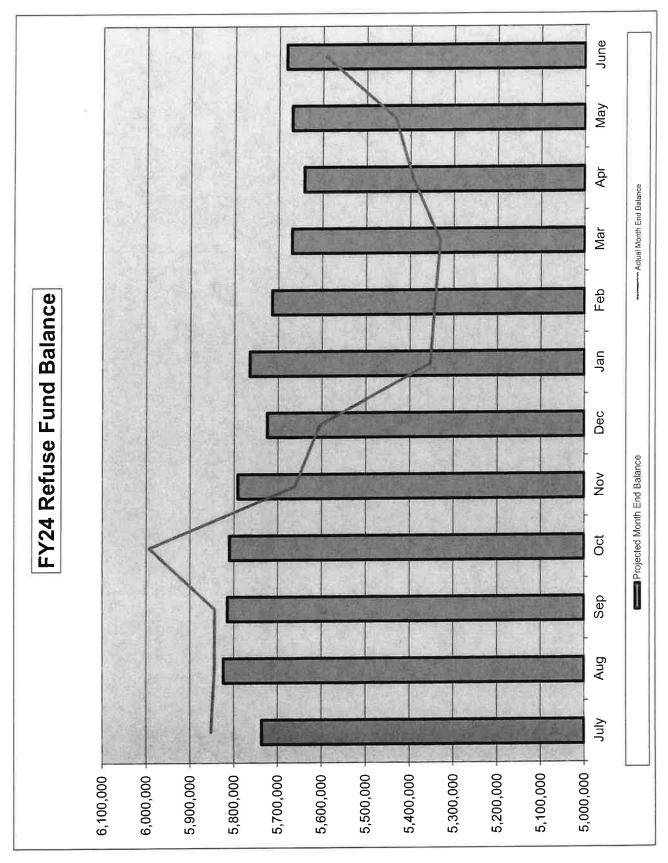


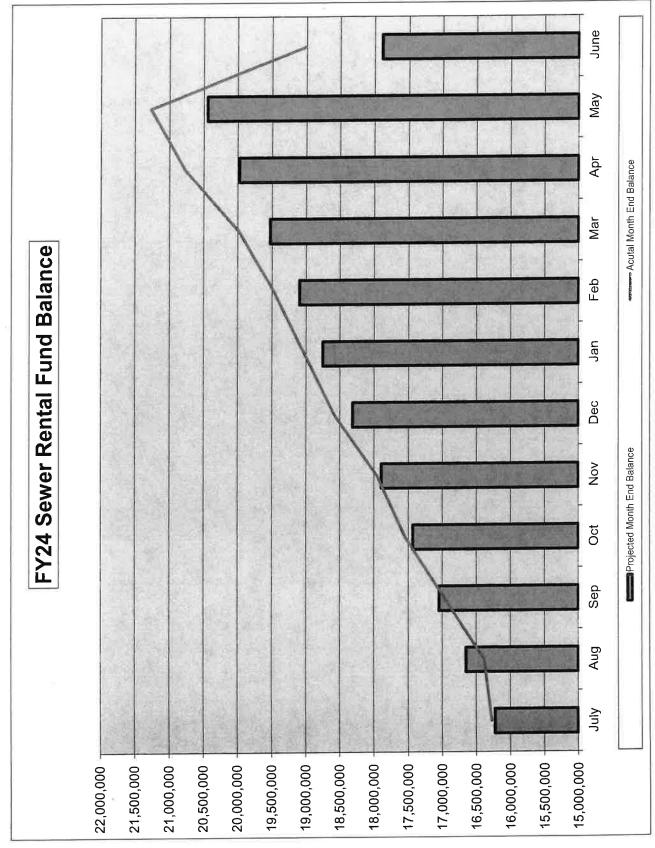


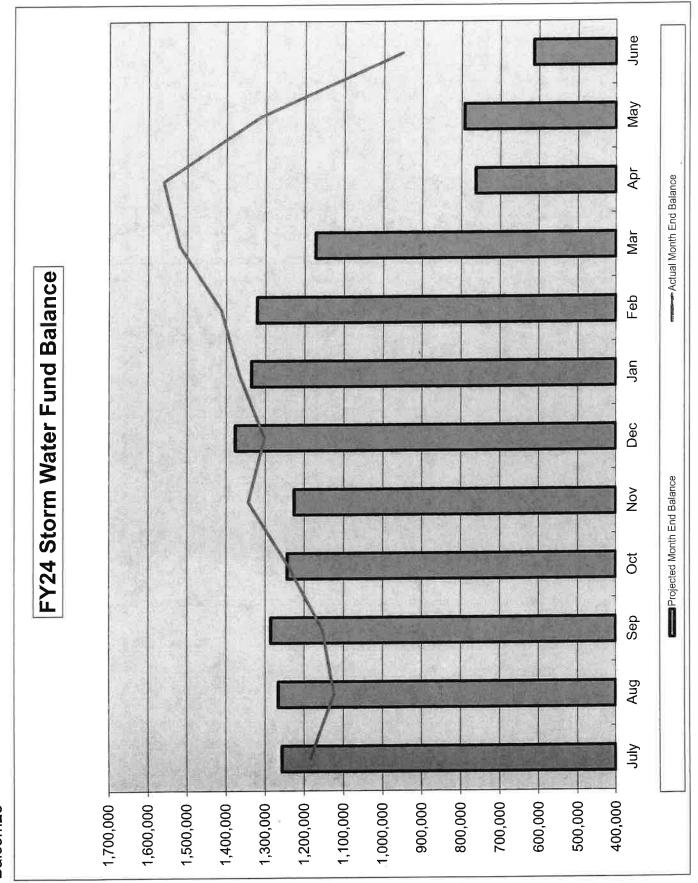


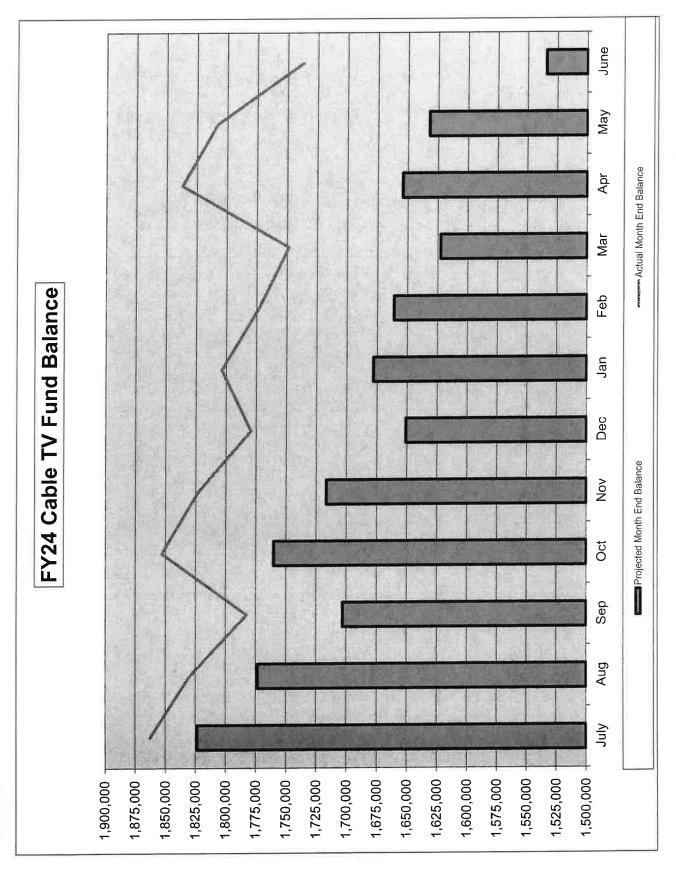


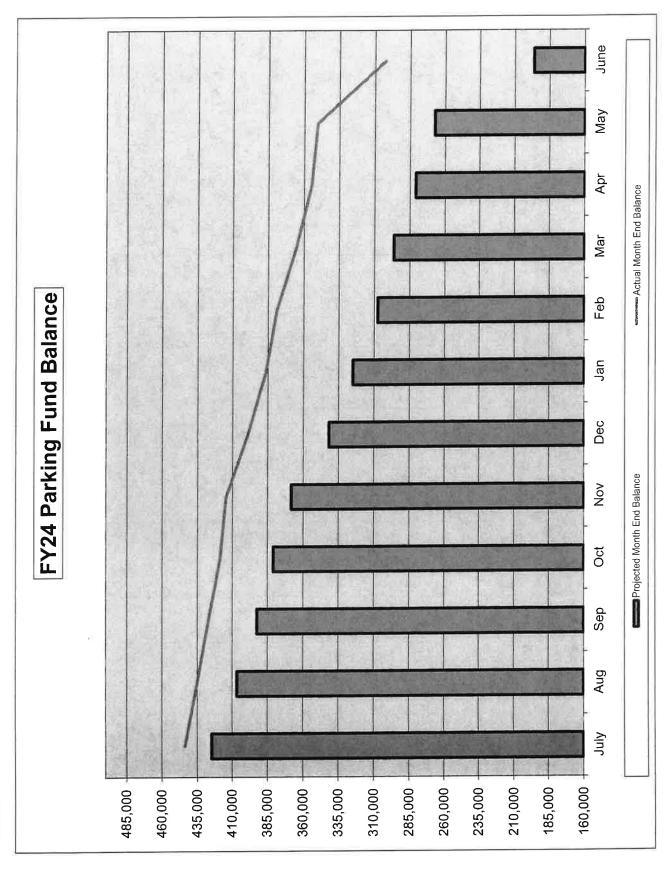


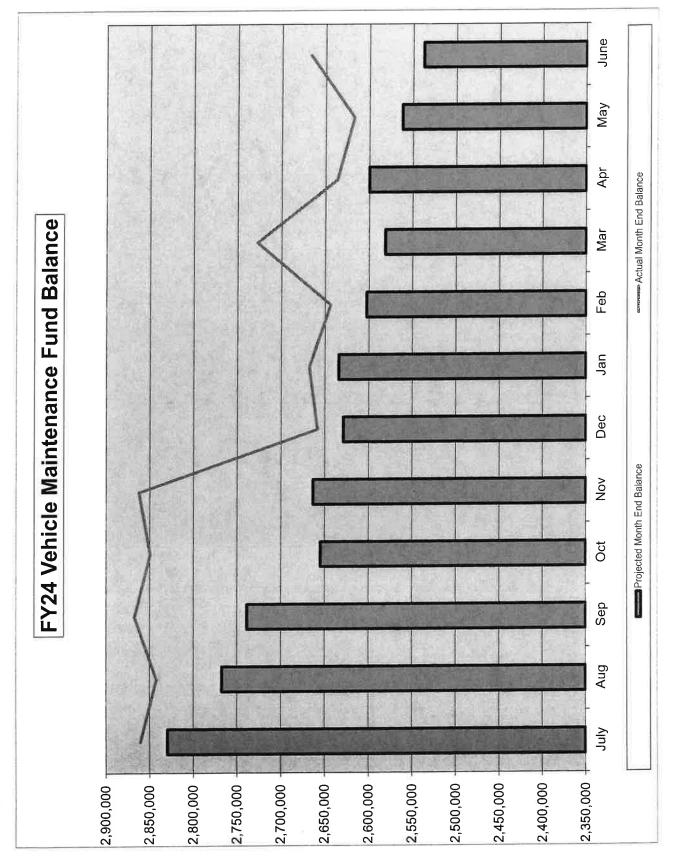








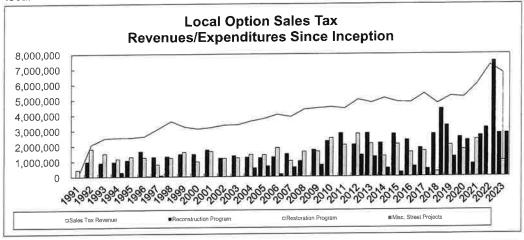






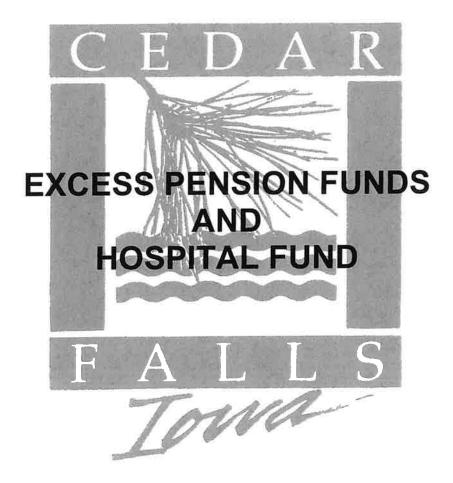






Fiscal Year	Reconstruction Program	Restoration Program	Miscellaneous Street Projects	Sales Tax Revenues
1991	\$0.00	\$437,684.89	\$0.00	\$0.00
1992	979,784.55	1,804,045.18	0.00	2,078,962.00
1993	897,301.04	1,500,348.56	0.00	2,500,578.00
1994	943,792.61	1,151,813.85	273,583.56	2,530,151.00
1995	1,057,097.99	1,291,159.42	0.00	2,544,855.00
1996	1,636,877.73	1,233,942.88	17,576.42	2,613,489.00
1997	1,267,582.42	791,121.28	68,291.62	3,101,207.00
1998	1,316,441.73	1,209,222.58	3,508.38	3,601,487.00
1999	1,454,211.58	1,597,517.54	2,950.00	3,251,023.00
2000	1,462,034.07	972,462.02	0.00	3,113,084.00
2001	1,743,509.14	1,642,681.15	0.00	3,204,731.32
2002	1,198,758.40	1,191,231.11	0.00	3,364,204.32
2003	1,355,115.00	1,221,738.00	0.00	3,375,434.38
2004	1,260,719.01	1,425,492.75	561,260.85	3,614,243.58
2005	1,218,793.00	1,412,145.00	685,644.00	3,785,419.87
2006	1,265,249.62	1,883,783.41	169,503.91	4,046,618.24
2007	1,468,344.00	1,013,987.00	606,931.00	3,898,529.00
2008	1,007,368.57	1,614,104.93	7,261.29	4,383,127.21
2009	1,735,277.04	1,632,419.24	752,152.79	4,456,510.20
2010	2,302,845.33	2,492,333.38	0.00	4,527,385.00
2011	2,802,270.22	2,050,977.39	0.00	4,430,823.00
2012	2,055,765.31	2,770,278.82	1,401,918.53	5,016,803.00
2013	2,802,577.52	2,124,936.73	1,285,193.78	4,810,986.34
2014	2,167,498.93	1,323,339.63	531,413.37	5,105,214.00
2015	2,748,003.24	2,093,647.69	273,554.83	4,860,829.00
2016	2,362,387.24	1,576,358.99	655,932.18	4,844,321.00
2017	1,853,400.60	1,653,842.02	496,426.69	5,397,376.00
2018	2,756,213.23	318,198.33	4,411,782.88	4,770,023.00
2019	3,305,708.30	2,042,702.19	1,276,411.32	5,231,771.00
2020	2,539,081.88	1,754,339.00	2,343,142.14	5,174,075.00
2021	808,232.10	2,400,226.08	2,646,896.22	6,007,690.00
2022	3,147,593.01	0.00	7,525,691.52	7,270,647.00
2023	2,779,649.06	1,026,035.34	2,809,060.82	6,740,547.78
Total	\$57,699,483.47	\$48,654,116.38	\$28,806,088.10	\$133,652,145.24

Over the past thirty years, the Street Repair program has expended \$135,159,687.95 and has received local option sales tax revenue of \$133,652,145.24. The revenue along with reimbursements, results in a balance that allows the program to completely cashflow itself. In FY24 and FY25 reserve funds will be used to finance larger projects shown in the City's Capital Improvements Program.



Pensions25

City of Cedar Falls, Iowa Excess Pension Fund June 1, 2024

Description	Invest. Type	Interest Rate	Maturity Date	Par Value	Annual Interest
Certificate of Deposit Police Certificate of Deposit Police Certificate of Deposit Police	CD CD CD	5.30% 4.95% 4.70%	06/14/24 06/16/25 06/16/26	\$979,000 \$978,000 \$978,000	
Total Invested				\$2,935,000	\$146,264

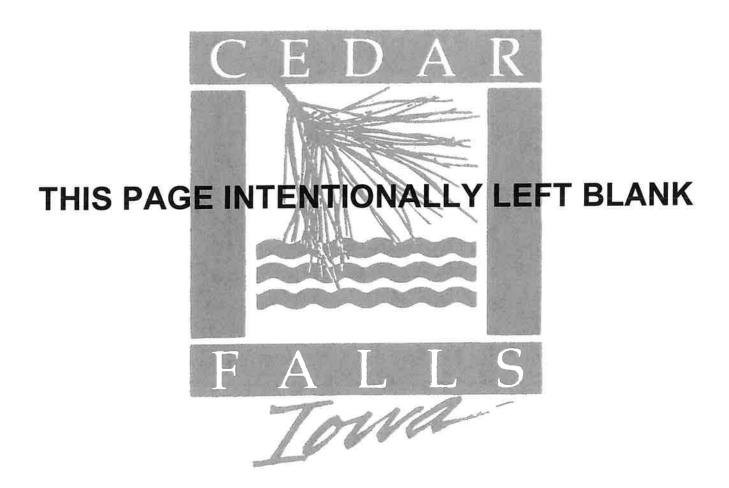
City of Cedar Falls, Iowa Excess Pension Fund June 1, 2024

Description	Invest. Type	Interest Rate	Maturity Date	Par Value	Annual Interest
Certificate of Deposit Fire Certificate of Deposit Fire Certificate of Deposit Fire	CD CD CD	5.30% 4.95% 4.70%	06/14/24 06/16/25 06/16/26	\$854,000 \$854,000 \$854,000	\$42,273
Total Invested				\$2,562,000	\$127,673

Hospital

City of Cedar Falls, Iowa Hospital Fund June 1, 2024

Description	Invest. Type	Interest Rate	Maturity Date	Par Value	Annual Interest
Certificate of Deposit Certificate of Deposit Certificate of Deposit	CD CD CD	5.52% 5.32% 5.18%	07/11/24 7/140/25 07/09/26	\$3,000,000 \$3,000,000 \$1,500,000	\$159,600
Certificate of Deposit Certificate of Deposit	CD CD	4.15% 4.10%	07/09/26 07/08/27	\$2,500,000 \$4,000,000	\$103,750
TOTAL				\$14,000,000	\$670,650





FY25 CAPITAL EXPENDITURES <u>GENERAL FUND</u>

	: <u>ITEM</u>	AMOUNT	<u>DATE</u>
Mayor			
Mayor	Office Equipment	\$510	04/25
Administrative			
General	One-time capital project	410,190	04/25
City Administrator	Office Equipment	600	04/25
Finance & Business Operations		1,000	04/25
Administration	Office Equipment	3,000	04/25
Financial Services	Office Equipment	2,000	04/25
Human Resources	Office Equipment	1,500	04/25
Public Records	Office Equipment	1,300	04/25
Community Development			
Planning & Comm. Service	Office Equipment	90	04/25
Inspection Services	Office Equipment	750	04/25
Cultural Services	Equipment	4,000	04/25
Cultural Cervices	Hearst Fundrasing Study		07/24-06/25
	g ,		
Public Works			
Cemetery	Structure, Improvement & Building	1,000	04/25
Engineering Services	Levee Maintenance	5,000	07/24-06/25
			07/04/00/05
Park	Inclusive Park Maint.	· ·	07/24-06/25
	Pickleball Court Maint.	•	07/24-06/25
	Street Tree Replacement	•	07/24-06/25
	RAB Landscaping	,	07/24-06/25
	Park Improvements		07/24-06/25
	Equipment	9,000	04/25
D. I. II. O. C. I. O. a. Jane			
Public Safety Services Fire Operations	Fire Hose	6.000	07/24-06/25
File Operations	Haz Mat Upgrade	•	07/24-06/25
	Thermal Imaging Units	10,000	07/24-06/25
Police Operations	Ballistic Vests	14,000	04/25
Police Operations	Lab & Investigative Equip.	12,000	04/25
	Equipment Reserve	11,000	04/25
	Camera Annual Subscription	140,000	04/25
	Radar	12,000	04/25
	Land	,	

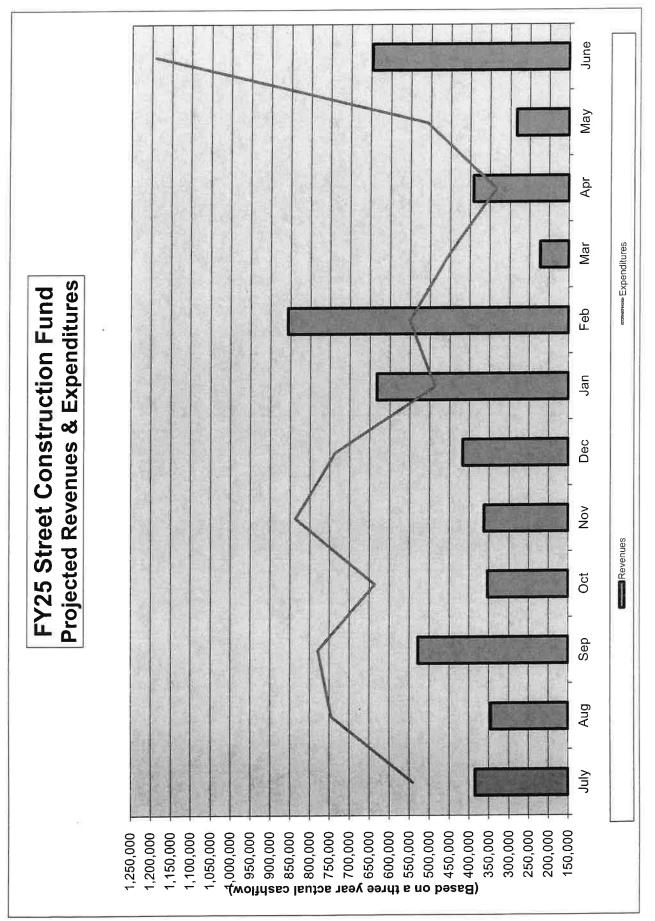
	<u>ITEM</u>	AMOUNT	DATE
Finance & Business Oper	ations		
Cable Television	Equipment Upgrades	100,000	04/25
	Pickup	55,000	04/25
	Broadcast Lenses	80,000	04/25
Data Processing	Cameras	20,000	04/25
	Computer Installation Program	70,000	04/25
	Document Imaging	6,000	04/25
	Mid-Operating	4,500	04/25
	Network Upgrades	75,000	04/25
	Penn Testing	80,000	04/25
	Police Computers	15,000	04/25
Parking	Electronic Payment Equipment	4,000	04/25
GO Bond Fund	Aldrich School Connections	2,525,000	07/24-06/25
	Annual Street Repair - Amenities	100,000	07/24-06/25
	Bunker Gear	45,000	07/24-06/25
	Camera's	70,000	07/24-06/25
	Community Center Tables & Chairs Replacement	50,000	07/24-06/25
	Community Development Software	320,000	07/24-06/25
	Firearms	75,000	07/24-06/25
	Main Street Reconstruction	500,000	07/24-06/25
	Public Safety Maintenance Project	40,000	07/24-06/25
	Sidewalk Reconstruction Program	100,000	07/24-06/25
	Technical Rescue Equipment	7,000	07/24-06/25
	Union Road Culvert	10,000	07/24-06/25
	West 22nd Street	340,000	07/24-06/25
TIF Bond Fund	Alley Reconstruction	80,000	07/24-06/25
	Annual Rebates	1,650,540	07/24-06/25
	College Hill Maintenance & Improvements	5,000	07/24-06/25
	College Hill Vision Plan	16,600	07/24-06/25
	Downtown Maintenance & Improvements	10,000	07/24-06/25
	Downtown Parking Lot Improvements	150,000	07/24-06/25
	Gibson Property Development	1,425,000	07/24-06/25
	Parking Equipment	400,000	07/24-06/25
	Prairie Prkway & Viking Road Intersection	3,080,000	07/24-06/25
	Ridgeway Ave. Bridge Replacement	185,000	07/24-06/25
	Ridgeway Ave. Reconstruction	2,600,000	07/24-06/25
	RR Spur Crossing Removals	62,500	07/24-06/25
	Viking Road Reconstruction	2,800,000	07/24-06/25
	W. 22nd St. Realignment & Expansion	100,000	07/24-06/25

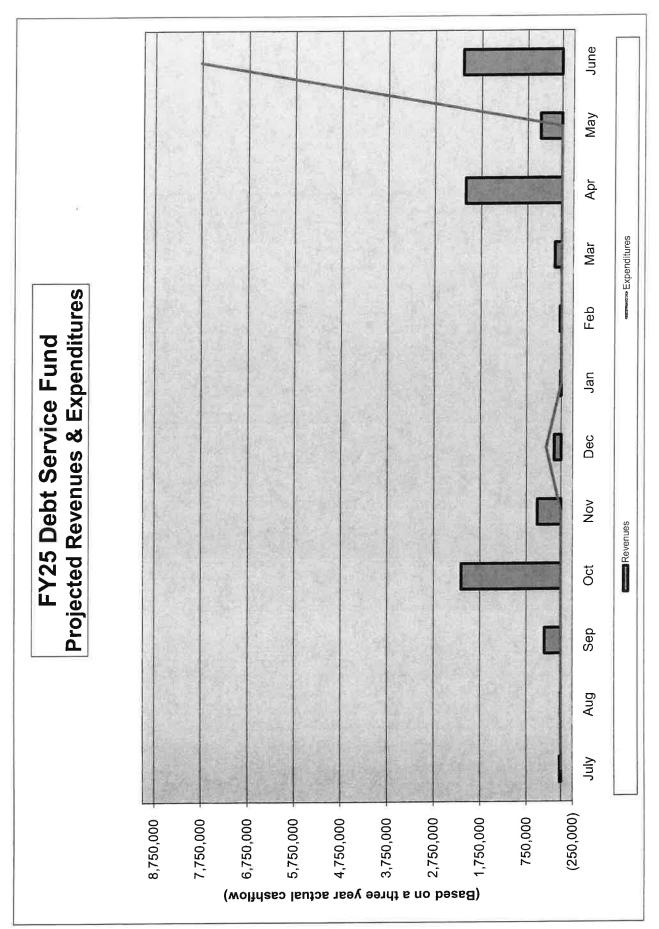
	<u>ITEM</u>	AMOUNT	DATE
Street Banaire	Hudson Rd. Bridge Deck	900,000	07/24-06/25
Street Repairs	Katowski Drive Box Culvert	140,000	07/24-06/25
	Main Street	3,000,000	07/24-06/25
		52,500	07/24-06/25
	RR Spur Crossing Removal	100,000	07/24-06/25
	Seal Coat	4,320,000	07/24-06/25
	Street Resurfacing & Reconstruction	1,000,000	07/24-06/25
	Viking Road Reconstruction	400,000	07/24-06/25
	West 22nd St. Expansion		07/24-06/25
	West 23rd St.	140,000	01124-00123
Capital Projects	Big Woods Lake Cabin (Big Woods Project Reserve)	50,000	07/24-06/25
	Bldg. Exterior Weather Proofing	60,000	07/24-06/25
	Columbariums	70,000	07/24-06/25
	Code Enforcement, Property Clean-up, Condemnation	45,000	07/24-06/25
	College Hill TIF SSMID Reimbursement	22,150	07/24-06/25
	Downtown TIF SSMID Reimbursement	307,870	07/24-06/25
	Gold Star Family Monument (PRIV)	40,000	07/24-06/25
	High School Pool (GFS)	4,000,000	07/24-06/25
	Historic Recon Survey (F/S)	8,600	07/24-06/25
	Industrial Park Expansion (EDF)	3,000,000	07/24-06/25
	Infrastructure Oversizing	50,000	07/24-06/25 07/24-06/25
	LED Lighting (Library)	30,000 10,000	07/24-06/25
	Library Atrium Windows		
	Library Atrium Window Replacement (CF)	15,000	07/24-06/25
	Northern Cedar Falls Landscape Improvement	25,000	07/24-06/25
	Northern Industrial Park Insurance (EDF)	30,000	07/24-06/25
	Parks Master Plan (CTL)	75,000	07/24-06/25
	Park Renovations (CTL)	75,000	07/24-06/25
	Property Flood Buyouts	3,457,820	07/24-06/25
	Public Works Maintenance	13,330	07/24-06/25
	RR Spur Crossing Removal	62,500	07/24-06/25
	Seerley Park Renovations (PRIV & CTL)	115,000	07/24-06/25
	Siren Replacement	5,000	07/24-06/25
	Strategic Plan (50% PRIV)	30,000	07/24-06/25
	Trail Maintenance	50,000	07/24-06/25
	Trail Oversizing	20,000	07/24-06/25
	Trail Reconstruction	50,000	07/24-06/25
&		1,250,000	07/24-06/25
	UNI Dome Renovation (EDF) Zoning Ordinance	87,500	07/24-06/25
mmunity Dovolonment	-		
mmunity Development Tourism & Visitors	Building Reserve	30,000	07/24-06/25
	Building Loan Repayment	10,000	07/24-06/25
	Marketing Study	40,000	07/24-(
	-52 -	.,	424

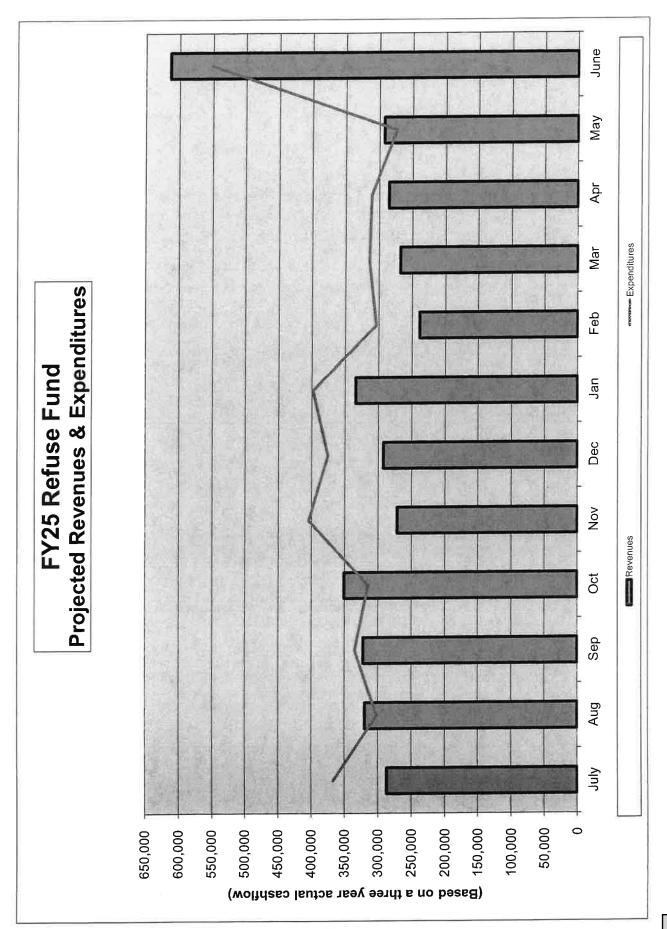
	<u>ITEM</u>	AMOUNT	<u>DATE</u>
	V/9T Sign	5,000	07/24-06/25
	V&T Sign V&T Patio Landscaping	29,500	07/24-06/25
	Equipment	2,200	04/25
			07/24-06/25
Capital Reserves	Ballfield Fencing	3,000	07/24-06/25
	Rec Center - Facility Improvements	75,000	07/24-06/25
	Rec Center Heat Pumps	32,000	07/24-06/25
	Falls - Maintenance	80,000	07/24-06/25
	Falls - Cabanas	25,000	
	Tennis Court-Fence Repair	4,500	07/24-06/25
	Golf Course Maintenance	10,000	07/24-06/25
Public Works		25.000	07/04 06/05
Storm Water	Erosion Repair	25,000	07/24-06/25
	Drainage Studies	21,000	07/24-06/25
	Infrastructure Oversizing	30,000	07/24-06/25
	Katoski Box Culvert	100,000	07/24-06/25
	Permeable Alley	85,000	07/24-06/25
	Slope Erosion	360,000	07/24-06/25
	Union Road Cluvert	60,000	07/24-06/25
Sewer Rental	×		
Water Reclamation	Annual Street Repair - Sewer	250,000	07/24-06/25
	I/I Reduction Project	50,000	07/24-06/25
	Infrastructure Oversizing	30,000	07/24-06/25
	Lift Station Pump Repairs	125,000	07/24-06/25
	Park Drive Cross Connection	150,000	07/24-06/25
	Sewer Line Repairs	30,000	07/24-06/25
	Sipline Existing Sanitary Sewers	300,000	07/24-06/25
	Union Road Cluvert	15,000	07/24-06/25
	Service Truck	225,000	04/25
Refuse			
Refuse	Refuse Truck	270,000	04/25
	Refuse Transfer Trailer	125,000	04/25 04/25
	Public Works Bldg. Maintenance	13,330 50,000	04/25
	Recycling site Cameras	00,000	0
Street Construction Fund			07/04 00/05
Street Construction	Annual Resurfacing	200,000	07/24-06/25
	Asphalt Alley Paving	250,000	07/24-06/25
	Asphalt/Seal Coat	150,000	07/24-06/25
	Bike Network Signs	5,000	07/24-06/25
	Bridge Inspections/Repairs	200,000	07/24-06/25
	Hwy 57 & Union Rd Intersection	225,000	07/24-06/25
	- 53-		425

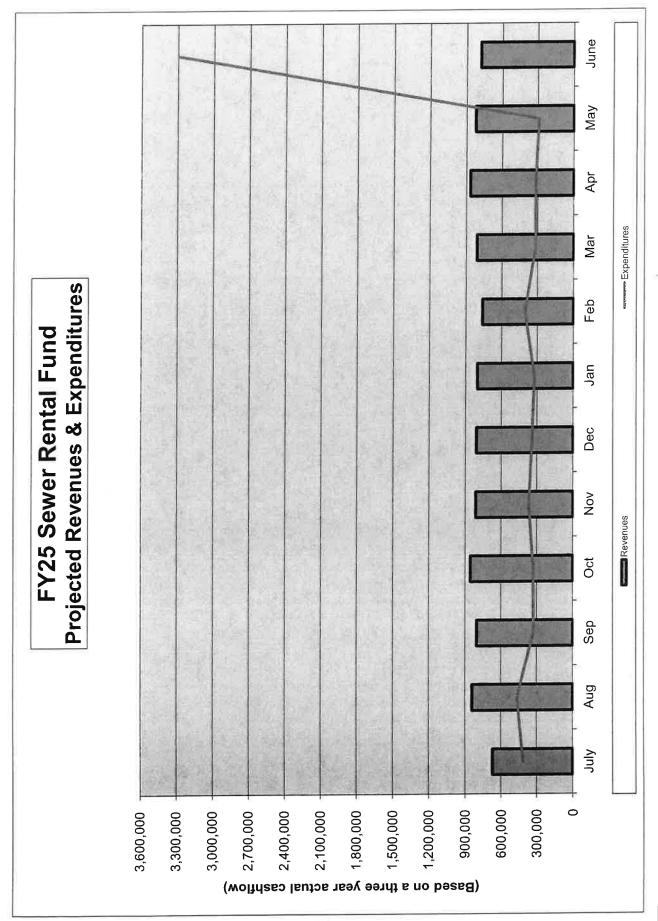
Item 13.

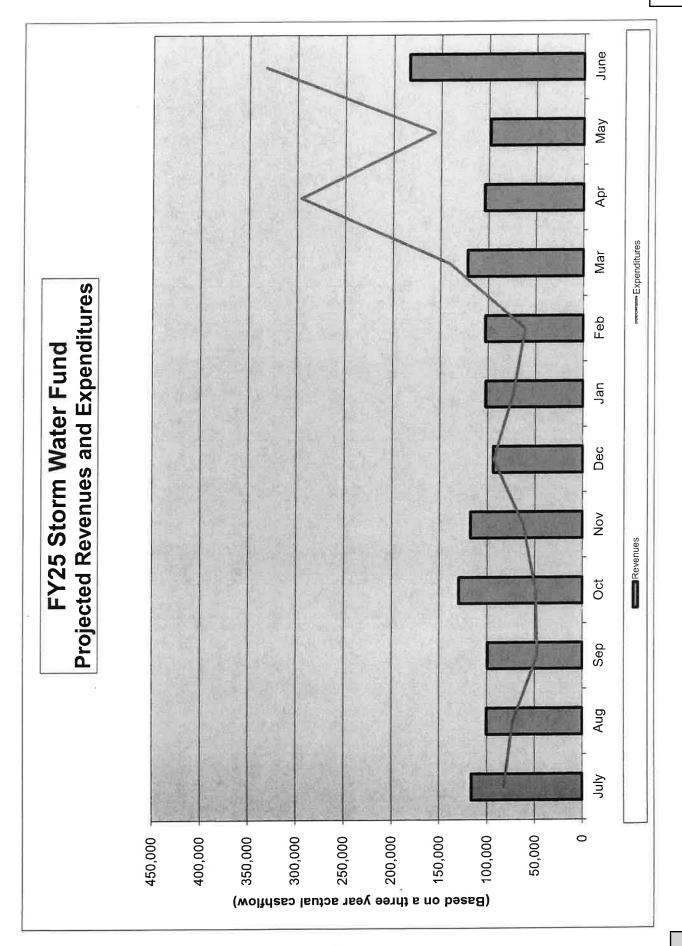
	<u>ITEM</u>	<u>AMOUNT</u>	<u>DATE</u>
	Main St. Reconstruction	1,425,000	07/24-06/25
	Neighborhood Traffic Mgmt.	25,000	07/24-06/25
	Public Works Bldg. Maintenance	13,340	07/24-06/25
	Traffic Planning	150,000	07/24-06/25
	West 22nd St. Expansion	100,000	07/24-06/25
	West 23rd St.	200,000	07/24-06/25
	Dump Truck Refurbish	40,000	04/25
	Equipment/Utility Attachment	30,000	04/25
		200,000	04/25
Traffic Operations	Signalized Intersection Upgrade		
	Pickup Truck	45,000	04/25
ARPA Funding	Nutrient Reduction Improvements	400,000	07/24-06/25
, at a revenue of	·		
Makinia Makatanana	Biokun Chan	60,000	04/25
Vehicle Maintenance	Pickup Shop	30,000	04/25
	Refurbish Vehicles		07/24-06/25
	Equipment Replacement Program	402,000	
	Elective Shore Station	50,000	04/25
	Vehicle Locators	15,000	04/25

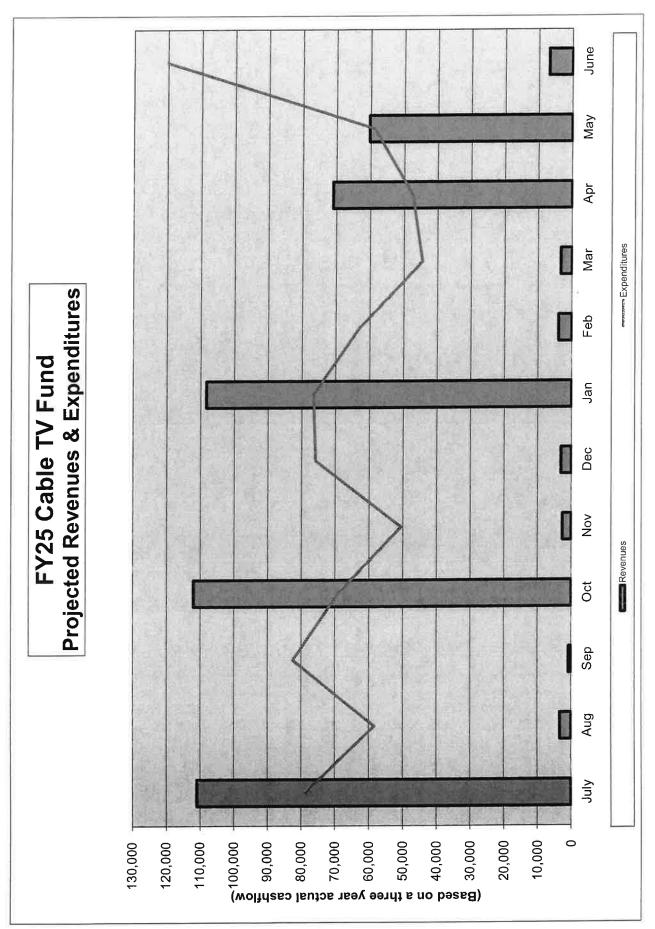


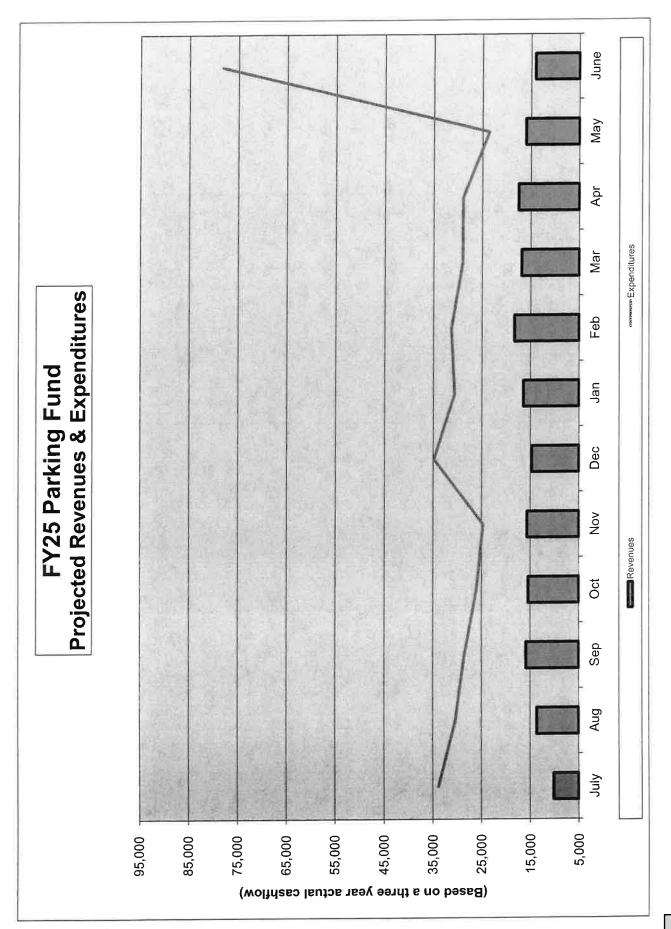


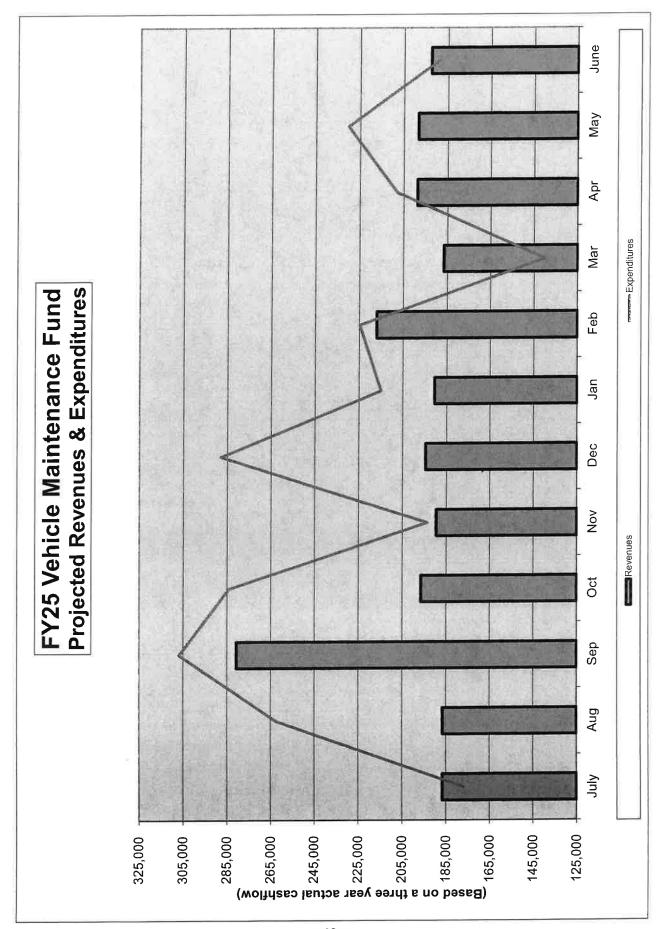














Item 13.

				VEHICLE REPLACE	MENT PRO	REPLACEMENT PROGRAM FOR 2024-2025	15
					FY24		
MONTH	YEAR	DIVISION	VECH NO.	VEHCILE DESCRIPTIOIN		AMOUNT FUNDING SOURCE	ource
TOTAL	FY24	FBO				\$0.00	
NOV	23	INSP	VM00658	MID SIZE TRUCK	NEW	\$41,556.00 VRF - 41,556	-41,556 (INSP)
ОСТ	23	INSP	VM00654	2024 FORD EDGE	NEW	\$42,413.00 VRF - 42,413	- 42,413 (INSP)
APR	24	HEARST		VAN	NEW	\$40,445.50 VRF - 35,000 (HRST)) (HRST)
TOTAL	FY24	CO				\$124,414.50	
HE B	24	Pol	PD16	POLICE INTERCEPTOR SUV	NEW	\$45,765.00 VRF - 60.000	\$45,765.00 VRF - 60.000 (POL) Does not include unfitting this will be added EV25
MAR	24	POL	PD21	POLICE INTERCEPTOR SUV	NEW	\$46,145.00 VRF - 60,000	\$46,145.00 VRF - 60,000 (POL) Does not include upfitting, this will be added FY25
MAR	24	POL	PD11	POLICE INTERCEPTOR SUV	NEW	\$46,145.00 VRF - 60,000	\$46,145.00 VRF - 60,000 (POL) Does not include upfitting, this will be added FY25
APR	24	POL	PD14	PD14 UPFITTING COST K-9 OLD #111	NEW	\$25,790.97 VRF - 25,79°	\$25,790.97 VRF - 25,791 (POL) UPFITTING COSTS FOR THE K-9 UNIT
NOV	23	POL	FD521	FD521 UPFITTING COST OLD #501	NEW	\$15,307.84 VRF - 15,308	\$15,307,84 VRF - 15,308 (FIRE) UPFITTING FIRE CHIEF'S VEHICLE
I A LOT	EV24	90					
	471.	2				\$179,153.81	
DEC	23	REF	PW03295	AUTOMATED TRUCK	NEW	\$265,950.00 REF - 265,950 (REF)	50 (REF)
ОСТ	23	REF	PW03289	AUTOMATED TRUCK	NEW	\$358,900.00 REF - 358,900 (REF)	00 (REF)
FEB	24	STR	PW03297	LOW BODY F-650 DUMPTRUCK	NEW	\$112,157.00 STR - 112,157 (STR)	57 (STR)
JUL	23	STR	PW3280	TRAILER FOR MINI EXCAVATOR	NEW	\$22,055.90 STR - 22,001 (STR)	1 (STR)
DEC	23	STR	PW03294	PAVEMENT LINE STRIPER	NEW	\$220,637.61 STR - 220,638 (STR)	38 (STR)
NOV	23	STR	PW03292	2 TON DUMP TRUCK/PLOW UNIT	NEW	\$361,600.00 STR - 361,600 (STR) FROM FY23	00 (STR) FROM FY23
NOV	23	STR	PW03293	2 TON DUMP TRUCK/PLOW UNIT	NEW	\$361,600.00 STR - 361,600 (STR) FROM FY25	00 (STR) FROM FY25
JD,	23	STR	PW03285	KUHN FLAIL MOWER	NEW	\$9,900.00 STR - 9,900 (STR)	(STR)
7E	23	STR	PW3283	BACKHOE EXCAVATOR	NEW	\$99,322.88 STR - 99,323 (STR)	3 (STR)
APR	24	РВ	VM00656	MAINT. LIFT	NEW	\$12,875.00 VRF - 12,875 (BLD)	5 (BLD)
APR	24	PARK	VM00603	SICKLE MOWER ATTACH	NEW	\$18,023.56 VRF - 18,023 (PARK)	3 (PARK)
NOV	23	ENG	VM00655	2024 FORD EDGE	NEW	\$39,960.00 VRF - 39,960 (ENG)	0 (ENG)
NOV	23	ENG	VM00657	MID SIZE TRUCK	NEW	\$42,268.00 VRF - 42,26	- 42,268 (ENG)
JUL	23	PARK	VM00653	3/4 TON PICKUP	USED	\$56,548.69 VRF - 56,549 (PARK)	9 (PARK)
43	FY24	PW				\$1,981,798.64	

-65-

TOTAL	EV24	AII DEDT				40 306 06 05	
						92,200,300.93	
					FY25		
MONTH	FY	DIVISION	VECH NO.	VEHCILE DESCRIPTIOIN		AMOUNT	AMOUNT FUNDING SOURCE
APR	25	CABLE		MIDTOP VAN	NEW/USED	55,000.00 CBL	CBL - 55,000 (CableTV)
TOTAL	FY25	FBO				\$55,000.00	
APR	25	REC		FIELD GROOMER	NEW	\$12,000.00	\$12,000.00 VRF-\$12,000 (REC)
APR	25	REC		VAN	NEW	\$35,000.00	\$35,000.00 VRF - 35,000 (REC)
APR	25	INSP		FORD RANGER/F150	NEW	\$40,000.00	\$40,000.00 VRF -\$40,000 (INSP)
TOTAL	FY25	CD				\$87,000.00	
APR	25	PS		POLICE INTERCEPTOR SUV	NEW	\$65,000.00	\$65,000.00 VRF - 65,000 (POL)
APR	25	PS		POLICE INTERCEPTOR SUV	NEW	\$65,000.00	\$65,000.00 VRF - 65,000 (POL)
APR	25	PS		POLICE INTERCEPTOR SUV	NEW	\$65,000.00	\$65,000.00 VRF - 65,000 (POL)
JUL	25	POL	PD16	POLICE INTERCEPTOR SUV	NEW	\$20,000.00	\$20,000.00 VRF - 20,000 (POL) Upfitting PD16
JUL	25	POL	PD21	POLICE INTERCEPTOR SUV	NEW	\$20,000.00	\$20,000.00 VRF - 20,000 (POL) Upfitting PD21
וור	25	Pol	PD11	POLICE INTERCEPTOR SUV	NEW	\$20,000.00	\$20,000.00 VRF - 20,000 (POL) Upfitting PD11
TOTAL	FY25	PS				\$255,000.00	
APR	25	REF		TRANSFER TRAILER	NEW	\$125,000.00	\$125,000.00 REF - 125,000 (REF)
APR	25	STR		SKID GRADER ATTACHEMENT	NEW	\$30,000.00	\$30,000.00 STR - 30,000 (STR)
APR	25	TRAF		TRAFFIC SUP TRUCK	NEW	\$45,000.00	\$45,000.00 STR - 45,000 (STR)
APR	25	WRF		SERVICE TRUCK WITH 10K CRANE	NEW/USED	\$225,000.00	\$225,000.00 SRF - 225,000 (WRF)
APR	25	ENG		F150 PICKUP	NEW	\$40,000.00	\$40,000.00 VRF - 40,000 (ENG)
APR	25	ЛЕН		VEHICLE MAINTENANCE SUP TRUCK	NEW	\$60,000.00	\$60,000.00 VRF - 60,000 (VM)
APR	25	PARK		PLUMBING UTILITY TRUCK (F450)	NEW/USED	\$80,000.00	\$80,000.00 VRF - 80,000 (PARK)
APR	24	M>		FORKLIFT	USED	\$15,000.00	\$15,000.00 VRF - 15,000 (VM)
TOTAL	FY25	Μd				\$620,000.00	
TOTAL	FY25	ALL DEPT				\$1,017,000.00	

тот	TOTAL FOR EACH FUNDING SOURCE		
CBL	CBL - CABLE TV FUND	55,000.00	
VRF	VRF - VEHICLE RENTAL FEES	1,010,243.56	
SRF	SRF - SEWER FUND	225,000.00	
STR	STR - STREET FUND	1,262,273.39	
05	GO - GENERAL OBLIGATION BONDS	0.00	
1-11	IT - DATA PROCESSING FUND	0.00	
REF	REF - REFUSE FUND	749,850.00	
TOTAL	FAL	3,302,366.95	



• R DEPARTMENT OF COMMUNITY DEVELOPMENT

TOURISM AND CULTURAL PROGRAMS 6510 HUDSON ROAD CEDAR FALLS, IOWA 50613

PH: 319-268-4266

MEMORANDUM

TO: Mayor Laudick and City Council Members

FROM: Cory Hurless, Cultural Programs Supervisor

DATE: June 27, 2024

SUBJECT: Art and Culture Board Bylaws Updates

Attached please find updated Art and Culture Board Bylaws.

One document is red lined so you can easily see recent updates. Items already covered in the City ordinance were removed. Changes were made to update the correct process for posting agendas and financial records, shift HR functions to city staff, and remove inactive standing committees.

These changes were discussed and approved by the Art & Culture Board in June 2024.

Cc: Stephanie Houk Sheetz, Community Development Director Jennifer Pickar, Tourism & Cultural Programs Manager

BYLAWS Cedar Falls Art and Culture Board

The Cedar Falls Art & Culture Board was established in February 1987 (Ordinance 1827) and exists as the policy-making and advisory body that works with staff and the Cedar Falls City Council to develop and provide a high quality, multifaceted art and culture program for the citizens of Cedar Falls.

Article I: Composition of the Board

- A. **Appointment:** Pursuant to <u>City Code</u> related to the Art and Culture Center and Board (herein after referred to as City Code).
- B. **Term of Office:** Terms begin July 1 of the initial year and end on the last day of June of the fourth year in office.
- C. **Compensation:** Pursuant to <u>City Code</u>. However, reimbursement of actual expenses must be pre-approved by the Department of Community Development.
- D. Absence from Board Meetings or Vacancies: <u>City Code</u>.
- E. **Ex Officio Members:** The Director of Community Development, the Tourism & Cultural Programs Manager, and the Cultural Programs Supervisor for the City of Cedar Falls shall each serve as ex officio members of the Board, without voting privileges. Other individuals, such as the President of Friends of the Hearst and the Chair of the Public Art Committee may be invited to give reports and participate in the discussion at the Board's discretion.

Article II: Officers

The Executive Officers shall consist of a President, Vice-President, Treasurer, and Secretary

- A. The **President** shall:
 - 1) Preside at all meetings of the Board;
 - 2) Prepare board meeting agendas and send them to the Cultural Programs Supervisor no later than one week prior to the next regularly scheduled meeting date;
 - 3) Appoint committee members and committee chairs;
 - 4) Appoint ad hoc committees as necessary;
 - 5) Appoint a Nominating Committee for officers as outlined in Article II.F; and
 - 6) Perform such duties as may from time to time be required.
- B. The **Vice-President** shall perform the duties of the President in their absence.
- C. The **Treasurer** shall, for Art & Culture Board Funds:
 - 1) Keep financial accounts of the Board;
 - 2) Receive and disperse payments on behalf of the Cedar Falls Art and Culture Board;
 - 3) Prepare detailed monthly financial records for review at Board meetings;
 - 4) Meet with the Executive Committee at least once each year; and
 - 5) Annually submit financial records on all Art & Culture Board Funds to the city's Finance Division for inclusion in the City's annual audit; and

6) Ensure all funds are invested in accordance with Iowa Code Chapter 12.

D. The **Secretary** shall:

- 1) Take notes at Board meetings; and
- 2) Send notes to Cultural Programs Supervisor.

E. The **Officers of the Board** shall:

- 1) Be elected by a majority of Board members present at the regular Board meeting in June; and
- 2) Hold office from July 1 of that year through June 30 of the following year, or until their successors are elected.
- F. In the event a vacancy occurs among board officers during the year:
 - 1) The Cultural Programs Supervisor and the Tourism & Cultural Programs Manager shall pursue the process outlined in the Boards and Commissions Appointment Process document.

G. Nominating Committee

At least three months prior to the June meeting, the President will appoint a Nominating Committee of three (3) members. The Nominating Committee will:

- Prepare a Slate of Officers for the upcoming year and present this slate at the June meeting each year;
 and
- 2) Call for nominations from the floor and conduct the vote according to Robert's Rules of Order.

H. The **Cultural Programs Supervisor** or a designee shall:

- 1) Work with the City Clerk to keep a public record of the agenda and minutes of the meetings of the Art & Culture Board;
- 2) Maintain a complete file of all meetings, correspondence, and business of the Board;
- 3) Be responsible for any notices to be distributed to or by the Board, working with the City Clerk accordingly;
- 4) Have custody of all the books, records and documents of the Board, working with the City Treasurer accordingly; and
- 5) Forward copies of all minutes and formal correspondence to the Director of Community Development and the Tourism & Cultural Programs Manager.

Article III: Meetings

Meetings of the Board and its committees and all related records are open to the public and are conducted in compliance with the State of Iowa's Open Meeting Laws.

- A. Notice of all meetings and meeting agendas shall be given per the lowa Code Chapter 21 Official Meetings Open to the Public. The Cultural Programs Supervisor will work with the City Clerk to complete this as required.
- B. Meetings of the Cedar Falls Art & Culture Board shall be held each month, as needed. A quorum for conducting a meeting shall consist of four (4) or more Board members, unless otherwise provided by State or local proclamation.
- C. Proxy votes or votes by email will <u>not</u> be honored at any time.

- D. Meetings will be set by the Board on a regular day and time at the beginning of each fiscal year; however the schedule may be modified as needed.
- E. Special meetings may be called by the President at any time, or by a majority Board members present during a regularly scheduled meeting. An agenda must be published pursuant to Article III A.
- F. Public Comment shall not be allowed during meetings, unless upon prior approval of the President.

Article IV: Committees

The Cedar Falls Art and Culture Board shall determine Standing and temporary committees. There shall be two Standing Committees serving as consultation and planning groups for the Board and the Cultural Programs Supervisor. Committee Chairs are appointed by the President of the Board in August of each year. Committee members are appointed by the Art and Culture Board.

A. The **Collections Committee** shall:

- 1) Advise on the review and implementation of the Collection Management Plan, to the Art and Culture Board;
- 2) Recommend accessions for the collection; and
- 3) Make policy recommendations to the Board regarding the Collections Management Plan.
- B. The **Public Art Committee** shall be comprised of no more than eleven (11) members chosen from the Cedar Falls Art and Culture Board and members of the community. This committee shall:
 - 1) Make recommendations to the Board in regard to building a collection of public art and the purchase or commission of individual works of art; and
 - 2) Promote community awareness of and involvement in enhancing public spaces with art.
- C. These committees shall also perform such other functions as may be required by the Board.
- D. The President of the Board shall appoint such **temporary committees** (Ad Hoc) as deemed necessary by the Art and Culture Board. (e.g. Membership, Development, Education, Building & Grounds). Members of Ad Hoc Committees shall be chosen from the Cedar Falls Art and Culture Board and can include members of the community. Committee members and committee chairs will be appointed by the President of the Board. Such ad hoc or special committees shall follow all rules and regulations of the board and shall report to the board any recommendations for action.
- E. **Committee Chairs** shall contact committee members, arrange meetings to conduct committee-related business, preside at committee meetings, and ensure meeting notes are taken.
- F. The Community Development Director, the Tourism & Cultural Programs Manager, and the Cultural Programs Supervisor are *ex officio* members of all committees.

Article V: Review of Bylaws

- A. The Cedar Falls Art & Culture Board shall review its organization and bylaws on a regular basis.
- B. Board members can propose changes, additions, or deletions at any time.
- C. After being reviewed and accepted by a two-thirds (2/3) majority of all Board members present during a regularly scheduled meeting, amendments to the bylaws will be in effect.

History:

First Revision of the Bylaws; Approved: August 1991

Second Revision Approved: September 1997

Third Revision: Approved by the Cedar Falls City Council: March 25, 2006 Fourth Revision: Approved by the Cedar Falls City Council: March 3, 2012 Fifth Revision: Approved by the Art & Culture Board: August 30, 2023 Sixth Revision: Approved by the Art & Culture Board: June 26, 2024

BYLAWS - Cedar Falls Art and Culture Board

Clean Version 8/16/23

Revised 5/20/24

BYLAWS Cedar Falls Art and Culture Board

The Cedar Falls Art & Culture Board was established in February 1987 (Ordinance 1827) and exists as the policy-making and advisory body that works with staff and the Cedar Falls City Council to develop and provide a high quality, multifaceted art and culture program for the citizens of Cedar Falls.

Article I: Composition of the Board

- A. Appointment: Pursuant to <u>Article III, Section 17</u>City Code related to the Art and Culture Center and Board (herein after referred to as City Code).
- B. **Term of Office:** Pursuant to Article III. Section 17. Terms begin July 1 of the initial year and end on the last day of June of the fourth year in office.
- C. Compensation: Pursuant to <u>Article III, Section 17</u>City Code. <u>However, Rreimbursement of actual expenses for must be pre-approved by the Department of Community Development travel to a conference on behalf of the City/division may occur.</u>
- D. Absence from Board Meetings or Vacancies: City CodePursuant to Article III. Section 17.
- E. **Ex Officio Members:** The Director of Community Development, the Tourism & Cultural Programs Manager, and the Cultural Programs Supervisor for the City of Cedar Falls shall each serve as ex officio members of the Board, without voting privileges. Other individuals, such as the President of Friends of the Hearst and the Chair of the Public Art Committee may be invited to participate at the Board's discretion.

Article II: Officers

The Executive Officers shall consist of a President, Vice-President, Treasurer, and Secretary

- A. The President shall:
 - 1) Preside at all meetings of the Board;
 - 2) Prepares board meeting agendas and sends them to the Cultural Programs Supervisor within one later than one week prior to-of the next regularly scheduled meeting date;
 - 3) Appoint committee members and committee chairs;
 - 4) Appoint ad hoc committees as necessary;
 - 5) Appoint a Nominating Committee for officers as outlined in Article II.F; and
 - 6) Perform such duties as may from time to time be required.
- B. The Vice-President shall perform the duties of the President in their absence.
- C. The **Treasurer** shall, for Art & Culture Board Funds:
 - 1) Keep financial accounts of the Board;
 - 2) Receive and disperse payments on behalf of the Cedar Falls Art and Culture Board;
 - 3) Prepare detailed monthly financial records for review at Board meetings;
 - 4) Meet with the Executive Committee at least once each year; and

Commented [SS1]: ACB should identify if this means vote or if it's the same as staff: ex officio?

Commented [CH2R1]: Board has stipulated to add "give reports and participate in the discussion"

Commented [SS3]: It was pointed out that this terminology would allow an agenda to be created/sent even 1 hour before the meeting. This does not meet State requirements. Language has been clarified to what 1 believe was its intent.

1

BYLAWS - Cedar Falls Art and Culture Board

Clean Version 8/16/23

Revised 5/20/24

- 5) Annually submit financial records on all Art & Culture Board Funds to the city's Finance Division for inclusion in the City's annual audit; and
- 6) Ensure all funds are invested in accordance with Iowa Code Chapter 12.

D. The Secretary shall:

- 1) Take notes at Board meetings; and
- 2) Send notes to Cultural Programs Supervisor-for review and formatting as Meeting Minutes.

E. The Officers of the Board shall:

- 1) Be elected by a majority of allthe Board members at the regular Board meeting in June; and
- Hold office from July 1 of that year through June 30 of the following year, or until their successors are elected.
- F. In the event a vacancy occurs among board officers during the year:
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- Prepare a Slate of Officers for the upcoming year and present this slate at the June meeting each year;
 and
- 2) Call for nominations from the floor and conduct the vote according to Robert's Rules of Order.

H. The **Cultural Programs Supervisor** or a designee willshall:

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- 2) Maintain a complete file of all meetings, correspondence, and business of the Board;
- 3) Be responsible for any notices to be distributed to or by the Board, working with the City Clerk accordingly:
- 4) Have custody of all the books, records and documents of the Board, working with the City Treasurer accordingly; and
- Forward copies of all minutes and formal correspondence to the Director of Community Development and the Tourism & Cultural Programs Manager.

Article III: Meetings

Meetings of the Board and its committees and all related records are open to the public and are conducted in compliance with the State of Iowa's Open Meeting Laws.

- A. Notice of all meetings and meeting agendas shall be given per the Iowa Code Section Chapter 21 Official Meetings Open to the Public. The Cultural Programs Supervisor will work with the City Clerk to complete this as required.
- B. Meetings of the Cedar Falls Art & Culture Board shall be held each month, as needed. A quorum for conducting a meeting shall consist of four (4) or more Board members, unless otherwise provided by State or local proclamation.

Commented [SS4]: ACB: Do you wish this to be majority of all members or just a majority of those present?

Commented [CH5R4]: Board wants the text to say "Board members present at the regular Board meeting"

BYLAWS - Cedar Falls Art and Culture Board

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Revised 5/20/24

- C. Proxy votes or votes by email will not be honored at any time.
- D. Meetings will be set by the Board on a regular day and time at the beginning of each fiscal year; however the schedule may be modified as needed.
- E.—Special meetings may be called by the President at any time, or by a majority of the Board during a regularly scheduled meeting. An agenda must be published pursuant to Article III A. Three days prior to the date of the special meeting. Board members will be emailed a link to copies of the:

a) Meeting Agenda;

b) Minutes of the previous meeting;

d) Financial Reports of the Art & Culture Board Fund, if available; and

e) Correspondence, data, and background information related to items on the agenda,

Article IV: Committees

There shall be committees of the The Cedar Falls Art and Culture Board shall determine Standing and temporary committees. There shall be two The purpose of Standing Committees shall be to-serveing as consultation and planning groups for the Board and the Cultural Programs Supervisor. Committee Chairs are appointed by the President of the Board in August of each year. Committee members are appointed by the Art and Culture Board.

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- E. **Committee Chairs** shall contact committee members, and arrange meetings to conduct committee-related—business, preside at committee meetings, and ensure meeting notes are taken.
- F. The Community Development Director, the Tourism & Cultural Programs Manager, and the Cultural Programs Supervisor are *ex officio* members of all committees.

Commented [SS6]: See majority question earlier & address here.

Commented [CH7R6]: Board wants the text to say "majority of the Board present"

Commented [SS8]: Suggest deleting all the specificity about a special meeting that implies more information to be provided than a regular meeting. A special meeting, at a minimum, must follow lowa Code Chapter 21, so setting it is no different than provided for in III.A. This is duplicative then?

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Commented [SS9]: Need to confirm this is the intent.

BYLAWS - Cedar Falls Art and Culture Board

Clean Version 8/16/23

Revised 5/20/24

Article V: Review of Bylaws

- A. The Cedar Falls Art & Culture Board will-shall review its organization and bylaws on an regular basis.
- B. In the event of a deficiency in those bylaws, any Board member can propose changes, additions, or deletions at any time.
- C. After being reviewed and accepted by a two-thirds (2/3) majority of all Board members vote of the Board, amendments to the bylaws will be in effect.

History:

First Revision of the Bylaws; Approved: August 1991 Second Revision Approved: September 1997

Third Revision: Approved by the Cedar Falls City Council: March 25, 2006 Fourth Revision: Approved by the Cedar Falls City Council: March 3, 2012 Fifth Revision: Approved by the Art & Culture Board: August 30, 2023 Sixth Revision: Approved by the Art & Culture Board: June 26, 2024

Commented [SS10]: Avoids argument on what qualifies. Simply wish to state changes can be proposed for review.

Commented [SS11]: ACB: Do you wish this to be majority of all members or just a majority of those present?

Commented [CH12R11]: Board wants "majority of those present"

Commented [SS13]: Anticipated date, not confirmed.

4



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: July 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) Dollar General, 1922 Valley Park Drive, Class B retail alcohol renewal.
- b) Cypress Lounge, 209 A State Street, Class C retail alcohol & outdoor service renewal.
- c) Wal-Mart, 525 Brandilynn Boulevard, Class E retail alcohol renewal.
- d) Wal-Mart, 525 Brandilynn Boulevard, Class E retail alcohol change in ownership.
- e) River Place Plaza, 200 East 2nd Street Plaza, Special Class C retail alcohol & outdoor service -temporary expansion of outdoor service area. (August 31 - September 1, September 14 & September 26, 2024)
- f) Patton, 317 Main Street, Class C retail alcohol temporary outdoor service/sidewalk café. (July 16 November 15, 2024)



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: July 9, 2024

SUBJECT: Amendment to CFD 1121: City Council Meeting Procedures

A new law took effect on July 1, 2024, involving the conduct of meetings of governmental bodies, including the City Council and City authorized Boards and Commissions. HF 2385, Sections 78 – 80, (red lined and as amended versions attached), makes it much easier for members of governmental bodies to appear at meetings electronically. Whereas before, a meeting other than in person required that an in-person meeting be impossible or impractical. With this change in the law, that is no longer the case. Electronic attendance is now allowed, even if fewer than a quorum of members is present in person.

As a result, CFD 1121, Section 2.4 **Remote attendance**, must be modified to conform to the law. What follows is staff's proposed change to Section 2.4:

Members may attend City Council meetings may be conducted electronically as a hybrid meeting, by way of teleconference participation, as a virtual meeting, or by remote participation as provided in Iowa Code § 21.8 via remote means, as long as a quorum (4 members) is present in person. The Mayor shall determine which type of access shall be provided to members attending electronically. Members attending electronically shall provide advance notice to the City Clerk by noon on the business day prior to the meetings, unless unexpected circumstances arise. If members participate via video conference, it is preferred that members have their cameras on and remain visible throughout the meeting. Unless otherwise approved by the mayor, the presiding officer of council and committee meetings must be in physical attendance at the meeting. If no members are present in person for the meeting and the presiding officer is also not present in person, then arrangements shall be made for the public to participate electronically as the Mayor may direct.

Staff recommends approval of a Resolution adopting these changes. Please feel free to contact me if you have any questions.

Thank you.

Sec. 78. Section 21.8, subsection 1, unnumbered paragraph 1, Code 2024, is amended to read as follows:

A governmental body may conduct a meeting by electronic means only in circumstances where such a meeting in person is impossible or impractical and only if the governmental body complies shall provide for hybrid meetings, teleconference participation, virtual meetings, remote participation, and other hybrid options for the members of the governmental body to participate in official meetings. A governmental body conducting a meeting pursuant to this subsection shall comply with all of the following:

- Sec. 79. Section 21.8, subsection 1, paragraph c. Code 2024, is amended to read as follows:
- c. Minutes are kept of the meeting. The minutes shall include a statement explaining why a meeting in person was impossible or impractical.
- Sec. 80. Section 21.8, Code 2024, is amended by adding the following new subsection:

NEW SUBSECTION. 4. For the purposes of this section:

- a. "Hybrid meeting" means a meeting involving both remote participation and in-person participation by members.
- b. "Remote participation" means real-time participation by a remotely located individual in a meeting which is being held in a different physical location using integrated audio, video, and other digital tools.
- c. "Teleconference participation" means participation using audio conference tools involving multiple participants in at least two separate locations.
- d. ""Virtual meeting" means a meeting involving real-time interaction using integrated audio, video, and other digital tools, in which participants do not share a physical location.

As amended:

21.8 Electronic meetings.

- 1. A governmental body shall provide for hybrid meetings, teleconference participation, virtual meetings, remote participation, and other hybrid options for the members of the governmental body to participate in official meetings. A governmental body conducting a meeting pursuant to this subsection shall comply with all of the following:
- a. The governmental body provides public access to the conversation of the meeting to the extent reasonably possible.
- b. The governmental body complies with section 21.4. For the purposes of this paragraph, the place of the meeting is the place from which the communication originates or where public access is provided to the conversation.

- c. Minutes of the meeting are kept.
- 2. A meeting conducted in compliance with this section shall not be considered in violation of this chapter.
- 3. A meeting by electronic means may be conducted without complying with paragraph "a" of subsection 1 if conducted in accordance with the requirements for a closed session contained in section 21.5.
- 4. For the purposes of this section:
- a. "Hybrid meeting" means a meeting involving both remote participation and in-person participation by members.
- b. "Remote participation" means real-time participation by a remotely located individual in a meeting which is being held in a different physical location using integrated audio, video, and other digital tools.
- c. "Teleconference participation" means participation using audio conference tools involving multiple participants in at least two separate locations.
- d. "Virtual meeting" means a meeting involving real-time interaction using integrated audio, video, and other digital tools, in which participants do not share a physical location.

RESOLUTION NO.	
TIEGOLO HONTHO.	

RESOLUTION AMENDING CFD 1121, Section 2.4, REGARDING CITY COUNCIL ELECTRONIC MEETING PROCEDURES

WHEREAS, the City Council has adopted CFD 1121 which sets forth City Council Meeting Procedures; and

WHEREAS, Section 2.4 of CFD 1121 entitled "Remote Attendance" addresses the subject of electronic meetings; and

WHEREAS, the Iowa Legislature has amended Iowa Code Section, 21.8, governing electronic meetings by governmental bodies with an effective date of July 1, 2024; and

WHEREAS, the City Council deems it necessary to amend CFD 1121, Section 2.4, to conform to the new legislation

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

CFD 1121, Section 2.4, "Remote Attendance", is hereby stricken in its entirety and the following adopted in lieu thereof, as follows:

2.4 Remote attendance. Members may attend-City Council meetings may be conducted electronically as a hybrid meeting, by way of teleconference participation, as a virtual meeting, or by remote participation as provided in Iowa Code § 21.8 via remote means, as long as a quorum (4 members) is present in person. The Mayor shall determine which type of access shall be provided to members attending electronically. Members attending electronically remotely shall provide advance notice to the City Clerk by noon on the business day prior to the meetings, unless unexpected circumstances arise. If members participate via video conference, it is preferred that members have their cameras on and remain visible throughout the meeting. Unless otherwise approved by the mayor, the presiding officer of council and committee meetings must be in physical attendance at the meeting. If no members are present in person for the meeting and the presiding officer is also not present in person, then arrangements shall be made for the public to participate electronically as the Mayor may direct.

INTRODUCED AND ADOPTED this 15th day of July, 2024.

	Daniel Laudick, Mayor
ATTEST:	
Kim Kerr, CMC, City Clerk	

RESOLUTION NO.

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2.4 **Remote attendance.** City Council meetings may be conducted electronically as a hybrid meeting, by way of teleconference participation, as a virtual meeting, or by remote participation as provided in Iowa Code § 21.8. The Mayor shall determine which type of access shall be provided to members attending electronically. Members attending electronically shall provide advance notice to the City Clerk by noon on the business day prior to the meetings, unless unexpected circumstances arise. If members participate via video conference, it is preferred that members have their cameras on and remain visible throughout the meeting. If no members are present in person for the meeting and the presiding officer is also not present in person, then arrangements shall be made for the public to participate electronically as the Mayor may direct.

ADOPTED this 15th day of July, 2024.	
	Daniel Laudick, Mayor
ATTEST:	
Kim Kerr. CMC. Citv Clerk	

EASEMENT AGREEMENT

THE	CITY	OF CEDAR FALLS, IOWA,, LANDLORD, AND TENANT, FOR A SIDEWALK CAFÉ ON THE PUBLIC
RIG	НТ-О	F-WAY LOCATED AT 15/317 Main STREET, CEDAR FALLS, IOWA
Tenant corpora	This t, ation.	Agreement is made among Landlord, Synergy L.C., and PLANS LLC ("Applicant"), and the City of Cedar Falls, Iowa, a municipal
the Cit		REAS, the City of Cedar Falls ("City") is the owner of the public right-of-way within edar Falls, lowa; and
sidewa		REAS, Applicant has applied for temporary use of the public right-of-way as a é; and
either		EREAS, Applicant has elected as follows with respect to such sidewalk cafe: [check a) or (b); and either Box (c) or (d); and either Box (e) or (f)]
M	(a)	Fencing, ropes or other rigid structure not attached to the public sidewalk; or
[]	(b)	Fencing, ropes or other rigid structure attached to the public sidewalk and approved by the Director of Municipal Operations & Programs.
[]	(c)	all sidewalk café elements shall be moved inside the building each night; or
M	(d)	all sidewalk café elements shall be secured each night.
N	(e)	Applicant shall operate the sidewalk café area during the period of April 1 to November 15 each year; or
[]	(f)	Applicant shall operate the sidewalk café area during the months of through each year.
	greeme	EREAS, so long as said proposed use is consistent with the conditions set forth in ent, and in Division 2, Article III, of Chapter 19 of the Cedar Falls Code of said use is in the public interest.
follows		EREAS, in mutual consideration of the promises herein, Applicant and City agree as
	1,,	Landlord Sympa UC owns certain real estate abutting the public right-of-way located in Cedar Falls, Iowa, at the following street address: Street, Cedar Falls, Iowa; and Landlord has given Applicant/Tenant permission to operate a sidewalk café thereon as herein provided.
	2.	Applicant/Tenant (hereinafter "Applicant") occupies said real estate abutting the public right-of-way located at said street address, and wishes to use a portion of said right-of-way for location and operation of a sidewalk café, as permitted by City regulations.
	3.	City and Applicant agree this Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment of this Agreement shall be made without the prior written consent of both parties to be attached hereto as a formal written addendum

- 4. Applicant acknowledges and agrees that this Agreement is limited exclusively to the location, use and purposes listed herein for a sidewalk café, that any other uses, locations and purposes are not contemplated herein, and that any expansion of said uses, purposes or locations must be specifically agreed to in writing by the City of Cedar Falls.
- Applicant further acknowledges and agrees that no property right is conferred by this Agreement for the use of portions of the public right-of-way, that the City is not empowered to grant permanent or perpetual use of its right-of-way for private purposes, that the City may order Applicant's use of the right-of-way to cease and desist if, for any reason, the City determines that said right-of-way is needed for a public use and should be cleared of any and all obstructions, or the City determines, pursuant to any of the provisions of Division 2 of Article III of Chapter 19 of the Cedar Falls Code of Ordinances, that continued use of the public right-of-way for a sidewalk café is not in the public interest or consistent with public safety, health or welfare, and that the Applicant shall not be entitled to any compensation should the City elect to do so.
- 6. Applicant also agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses, liabilities or damages, of whatever nature, including payment of reasonable attorney fees, which may arise from the Applicant's use of the public right-of-way arising from this Agreement, or which may be caused in whole or in part by any act or omission of the Applicant including Applicant's agents or employees. Applicant further agrees to provide the City with a certificate of insurance coverage of the sidewalk café as required by Section 19-98 of the Cedar Falls Code of Ordinances.
- Applicant further agrees to abide by all applicable federal, state, and local laws, and to maintain said sidewalk café in accordance with the approved Site Plan/Diagram. Access and egress routes shall be maintained so that crowd management, security, and emergency services personnel are able to reach any individual without undue hindrance. Applicant shall insure that there are adequate clearances between the various tables, chairs, and other sidewalk café elements such that appropriate ingress and egress routes are maintained for the safe exit of all patrons from the sidewalk café.
- 8. Applicant is required to submit Schematic Diagrams in connection with the use of approved fencing, ropes or other rigid structures. Applicant shall either move all sidewalk café elements inside the building comprising the restaurant which is adjacent to the sidewalk café by the closing time of the sidewalk café each night, restoring the sidewalk café to its normal condition as a pedestrian walkway, or the applicant must secure all sidewalk café elements by the closing time of the sidewalk café each night, by means of chains and locks or other secure means approved.
- Requests for revisions or amendments to this Agreement require submittal of proposed revised Side Plans/Schematic Diagrams by Applicant and review by City staff, and formal approval by the City Council.
- 10. Should Applicant elect to secure sidewalk café elements by means of chains and locks or some other secure means, in lieu of moving such sidewalk café elements inside the building each night, Applicant shall obtain the prior approval of the Director of Municipal Operations & Programs for the means by which such sidewalk café elements shall be secured, so that they are secured in such a way that such sidewalk café elements cannot be used to cause damage to persons or property during the hours the sidewalk café is closed. Further, the Applicant shall obtain prior approval from the City Fire Department, to insure that the securing of such sidewalk café elements does not interfere with ingress or

egress, fixtures associated with fire detection and suppression, utility shut-offs, or the use of mechanical equipment rooms, in or around the building adjacent to which the sidewalk café area is located.

- 11. City and Applicant hereby understand, acknowledge and agree that the provisions of Division 2, Sidewalk Cafes, Sections 19-92 through 19-101, of Article III, Obstructions, of Chapter 19, Streets and Sidewalks, of the Code of Ordinances of the City of Cedar Falls, Iowa, as the same now exist or as the same be amended and modified from time to time by ordinance amendment of the City Council, are hereby incorporated into, and made a part of, this Easement Agreement, and shall govern the terms, conditions and provisions of this Easement Agreement.
- 12. In the event of a breach of this Agreement or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances, the City may, at its sole discretion, elect to give written notice to Applicant to remove all sidewalk café elements and/or other objects from the City's right-of-way. In the event Applicant does not comply within the time period designated in the written notice, the City may elect to remove, or direct removal of, any obstructions from the right-of-way and charge the cost of such removal and temporary storage to the Applicant and/or Landlord. Upon nonpayment of said charges, the removal costs may be certified to the Black Hawk County Assessor as a statutory lien and assessed against the property and collected in the same manner as a property tax, as provided in Section 364.12(2)(e), Code of Iowa.
- 13. In the event the sidewalk café elements are removed from the area for any reason, the right-of-way area and sidewalk must be restored to its original condition by the Applicant and/or Landlord, under such standards as may be promulgated by the City Engineer or City Director of Municipal Operations & Programs. The Applicant and Landlord shall be responsible for any damages to the sidewalk caused by the operation of the sidewalk café. A deposit of \$250 shall be required prior to the establishment of the sidewalk café, and shall be returned to the Applicant when the sidewalk is restored to its prior condition as determined by the City Engineer or City Director of Municipal Operations & Programs. If the Landlord/Applicant fails to restore the sidewalk to its prior condition or to the standards promulgated by the City Engineer or City Director of Municipal Operations & Programs, the City may do so and apply the deposit to the cost thereof.
- 14. In consideration for the City's concerns for public safety on the public right-of-way, Applicant specifically acknowledges said safety concerns and agrees to operate the sidewalk café in entire conformity with all of the rules and regulations contained in Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
- 15. This Easement Agreement shall terminate when Applicant's sidewalk café permit terminates, either by reason of expiration of such permit and the non-renewal thereof, or by reason of termination of the permit for noncompliance with the provisions of this Agreement, or of the provisions of Division 2, Sidewalk Cafes, of the Cedar Falls Code of Ordinances.
- 16. Should any section of this Agreement be found invalid by a court of competent jurisdiction, it is agreed that the remaining portions shall continue in full force and effect as though severable from the invalid portion.

Dated this	13	day of	June	20 24
Dated tills		ady or		

APPLICANT/TENANT	APPLICANT/LANDLORD
Porton Diner	Sureman II (
(Name of Entity)	(Name of Entity)
By Coryhent (Name)	By Cory Kent (Name)
Ownes	- Oriver
(Title)	(Title)
Signature	Similar Jel
	Signature
STATE OF IOWA, COUNTY OF BLACK HAV	· ·
This instrument was acknowledged b	efore me on this 4 day of June,
2024, by Con Kent	
	Paton Diner.
Applicant/Tenant.	
LEXIE HEATH COMMISSION NO.795077 MY COMMISSION EXPIRES Nota	ry Public in and for the State of Iowa
STATE OF IOWA, COUNTY OF BLACK HAV	VK, ss:
This instrument was acknowledged b	efore me on this 14 day of June
2024 by Cong Kent	(name of person) as
(title) of	
Applicant/Landlord.	0 04
LEXIE HEATH COMMISSION NO.795077 MY COMMISSION EXPIRES Nota	ry Public in and for the State of Iowa
CITY OF CEDAR FALLS, IOWA	
D.	
Daniel Laudick, Mayor	
ATTEST:	
Kim Kerr, CMC, City Clerk	
STATE OF IOWA, COUNTY OF BLACK HAW	/K, ss:
	efore me on this day of,
	err, City Clerk, of the City of Cedar Falls, Iowa.
, a, a sum a sum on, mayor and rum re	m, only offent, of the only of Gedal Palls, Iowa.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Laudick and City Council Members

FROM: Bailey Schindel, Human Resources Manager

DATE: July 15, 2024

SUBJECT: Revised Joinder Agreement with National Insurance Services of Wisconsin Insurance Trust for Group Term Life Insurance

Attached for your approval is a revised joinder agreement with National Insurance Services of Wisconsin Insurance Trust for group term life insurance. The only revision to the agreement is the addition of supplemental life insurance for employees, spouse and child(ren), and supplemental accidental death and dismemberment (AD&D) insurance for employees. Supplemental life and AD&D insurance is a newly offered benefit to City employees and their dependents. Supplemental life/AD&D rates are paid 100% by the employee with no cost to the City. All other rates and provisions of the agreement remain the same through the 07/01/2025 duration of the agreement.

City staff recommends approval of the revised joinder agreement. If you have questions regarding the attached, please contact me at 268-5531 or Jennifer Rodenbeck at 268-5108.

Attachments

NATIONAL INSURANCE SERVICES OF WISCONSIN INSURANCE TRUST JOINDER AGREEMENT FOR GROUP TERM LIFE INSURANCE

The below named Employer hereby requests application for participation in group term life insurance benefits under the Group Policy issued to the below named Group Policyholder (hereafter referred to as "Policyholder", and underwritten by Madison National Life Insurance Company, Inc. (hereafter referred to as "Insurer"). The term **Group Policy** means only the provisions of the Group Policy that apply to the Employer, based upon the coverage requested under this Joinder Agreement.

Insurance and Benefit Information

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	ninis

1. Policyholder: National Insurance Services of Wisconsin

Insurance Trust

2. Employer: City of Cedar Falls

220 Clay Street

Cedar Falls, IA 50613-2783

3. Employer Plan No: 5205

4. Nature of Business: Government
5. Initial Plan Effective Date: July 1, 2022
6. Revised Joinder Effective Date: July 1, 2024

7. Evidence of Insurability Requirements: Applies to Late Enrollees, Increases in Benefits

and Amounts over Guarantee Issue Amounts

8. Employee Classes:

O1 Active Fire Department Members
 O2 Active Union Police Members
 O3 All Other Active Members

04 Retired Fire Union Members retiring on or after July 1, 1989 and Retired Union Police who retired between July 1, 1989 and June 30, 1996 who are

covered under the Employer's Health Insurance plan

Retired Union Police who retired on or after July 1, 1996 who are covered

under the Employer's Health Insurance Plan

All Other Members who retired on or after July 1, 1989 who are covered under

the Employer's Health Insurance plan

9. Minimum Hourly Work Requirement:

Classes 01-03: 32 hours per week

Classes 04-06: None

10. Waiting Period for Insurance Coverage:

Classes 01-06: None

11. New Employee Eligibility Date:

Classes 01-03: Upon completion of the Waiting Period

Classes 04-06: Date of retirement

GTL-JA-0708

12. Leaves / Layoffs:

Classes 01-03: Coverage with premium payment while on

FMLA leave; Coverage with premium payment for up to 60 days while on Paid or Unpaid Leave; Coverage with premium payment for up to 12 months while not Actively at Work due to Physical Disease or Injury; Coverage with premium payment while on Strike or Locked Out; Coverage with premium payment for up to 60 days

while on Layoff

Classes 04-06: None

13. Employee Premium Contribution:

Classes 01-03:

Employee Basic Insurance: 0%
Employee Supplemental Insurance: 100%
Dependent Supplemental Insurance: 100%

Classes 04-06:

Retiree Insurance: 100%

14. Participation Requirements:

Classes 01-03:

Employee Basic Insurance: 100% Employee Supplemental Insurance: 15%

Dependent Supplemental Insurance: 15% in Employee Supplemental Life

Insurance

Classes 04-06:

Retiree Insurance: None

15. Insurance Reduction Schedule:

Classes 01-03:

Employee Basic Insurance: Basic Life and AD&D Insurance reduces to

50% at age 70 and terminates at retirement,

unless eligible for retiree coverage.

Employee Supplemental Insurance: Supplemental Life and AD&D Insurance

reduce to 50% at age 70 and terminate at

retirement.

GTL-JA-0708 2

462

Dependent Supplemental Insurance: Dependent Spouse Supplemental Life does

not reduce and terminates at the earlier of the Dependent Spouse's attainment of age 70 or the Employee's Retirement. Dependent Child Supplemental Life does not reduce and terminates at the earlier of the Dependent Child's attainment of the

Limiting Age or the Employee's Retirement.

Classes 04-06:

Retiree Insurance: Retiree Basic Life Insurance does not reduce

and terminates at age 65

B. Basic Life Insurance

Employee Basic Life

<u>Classes 01, 03:</u> 1 times Annual Salary, rounded to the next

higher \$1,000

Guarantee Issue: \$225,000 Maximum Issue: \$225,000

 Class 02:
 \$11,000

 Guarantee Issue:
 \$11,000

 Maximum Issue:
 \$11,000

C. Supplemental Life Insurance

Employee Supplemental Life

Classes 01-03: \$10,000 increments

Guarantee Issue: \$150,000 if younger than age 60; \$10,000 if

age 60 - 69; \$0 if age 70 or older

Maximum Issue: \$500,000, not to exceed 5 X Annual Salary

Spouse Supplemental Life

Classes 01-03: \$5,000 increments

Guarantee Issue: \$25,000 if Dependent Spouse is younger

than age 60; \$5,000 if Dependent Spouse is

age 60 - 69

Maximum Issue: \$250,000, not to exceed 50% of Employee

Supplemental Life amount

GTL-JA-0708 3

463

Child Supplemental Life

Classes 01-03:

Age: Birth through 13 days:\$0Guarantee Issue:\$0Maximum Issue:\$0

Age: 14 days to 6 months: 10% of the Dependent Child Supplemental

Life amount

Guarantee Issue: 10% of the Dependent Child Supplemental

Life amount

Maximum Issue: 10% of the Dependent Child Supplemental

Life amount

Age: 6 months through Limiting Age: \$2,000 increments

Guarantee Issue: \$10,000

Maximum Issue: \$10,000, not to exceed 100% of Employee

Supplemental Life amount

D. Retiree Life Insurance

Retiree Basic Life

 Class 04:
 \$10,000

 Guarantee Issue:
 \$10,000

 Maximum Issue:
 \$10,000

 Class 05:
 \$11,000

 Guarantee Issue:
 \$11,000

 Maximum Issue:
 \$11,000

<u>Class 06:</u> 1 times Annual Salary in effect on the last

full day of active work, rounded to the next

higher \$1,000

Guarantee Issue: \$100,000 Maximum Issue: \$100,000

E. Additional Benefits

Conversion of Insurance Benefit: Included for all classes
 Waiver of Premium Benefit: Included in Class 01-03
 Living Benefit: Included for all classes
 Portability Benefit: Included in Class 01-03

F. Accidental Death and Dismemberment (AD&D) Insurance

1. Basic AD&D Insurance

Employee Basic AD&D Insurance

<u>Classes 01, 03:</u> 1 times Annual Salary, rounded to the next

higher \$1,000

Guarantee Issue: \$225,000 Maximum Issue: \$225,000

 Class 02:
 \$11,000

 Guarantee Issue:
 \$11,000

 Maximum Issue:
 \$11,000

2. Supplemental AD&D Insurance

Employee Supplemental AD&D

<u>Classes 01-03:</u> Equal to Employee Supplemental Life

amount

Guarantee Issue: Equal to Employee Supplemental Life

amount

Maximum Issue: Equal to Employee Supplemental Life

amount

G. Additional AD&D Benefits

Exposure Benefit: Included in Class 01-03 2. Included in Class 01-03 Disappearance Benefit: 3. Felonious Assault Benefit: Included in Class 01-03 4. Seat Belt Benefit: Included in Class 01-03 5. Air Bag Benefit: Included in Class 01-03 6. Spouse Training Benefit: Included in Class 01-03 7. Included in Class 01-03 **Education Benefit:** Included in Class 01-03 8. Repatriation Benefit: Included in Class 01-03 9. Fare Paying Passenger Benefit: 10. Day Care Benefit: Included in Class 01-03

GTL-JA-0708 5

465

H. Premium

1. Rate:

Classes: 01-03

Employee Basic Life Premium Rate: \$0.16 per \$1,000 of coverage

Employee and Dependent Spouse See Table Below

Supplemental Life Premium Rate:

Dependent Child Supplemental Life Premium \$0.22 per \$1,000 of coverage per

Rate: dependent unit

Employee Basic AD&D Premium Rate: \$0.03 per \$1,000 of coverage Employee Supplemental AD&D Premium \$0.03 per \$1,000 of coverage

Rate:

Employee and Dependent Spouse Portability See Table Below

Premium Rate:

Dependent Child Portability Life Premium \$0.22 per \$1,000 of coverage per

Rate: dependent unit

Classes: 04-06

Retiree Basic Life Premium Rate: \$0.16 per \$1,000 of coverage

Employee and Dependent Spouse Supplemental Life Premium Rate

Age*	Premium Rate per \$1,000 of coverage
0 - 29	\$0.04
30 - 34	\$0.05
35 - 39	\$0.07
40 - 44	\$0.09
45 - 49	\$0.15
50 - 54	\$0.23
55 - 59	\$0.39
60 - 64	\$0.52
65 - 69	\$0.95
70 - 74	\$1.50
75+	\$2.06

^{*}Dependent Spouse Supplemental Life Premium Rate is based on Spouse's age

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Employee and	LIJODOHUGHI	. Dinnusc	i Ontainiity	1 I CHIHUIH	raic.

Age*	Premium Rate per \$1,000 of coverage		
0 - 29	\$0.13		
30 - 34	\$0.15		
35 - 39	\$0.18		
40 - 44	\$0.25		
45 - 49	\$0.42		
50 - 54	\$0.66		
55 - 59	\$1.17		
60 - 64	\$1.86		
65 - 69	\$2.83		
70 - 74	\$4.70		
75 - 79	\$9.12		
80+	\$10.17		

^{*}Dependent Spouse Portability Premium Rate is based on the Spouse's age.

2. Rate Guarantee:

12 months until July 1, 2025

3. Frequency of Billing

Monthly

I. Benefits and coverage for Insured Persons are as agreed upon between the Insurer and the Policyholder. All coverages and actual benefit amounts in effect, with respect to each Insured Person, are described in the Certificates of Insurance issued by the Insurer to the Policyholder for distribution to the Insured Persons or, directly to the Insured Persons. This includes any applicable Riders or Endorsements which generally describe, without amending, superseding or changing the Policy in any way, the essential features of the coverages Insured Persons are entitled to under the Group Policy and this Joinder Agreement, and to whom the insurance benefits are payable in the event of a covered loss.

TERMS AND DEFINITIONS

All terms are as defined in the Certificates of Insurance (hereafter referred to as Certificate).

PREMIUMS, PAYMENTS AND TERMINATION

- A. Payment of Premiums
 - 1. Premiums are due on the 1st of the month of coverage for which the premium applies (e.g., premium for coverage in October would be due October 1st).
 - 2. The premium due on each Premium Due Date is the sum of the premiums for all Insured Persons under the Group Policy. Premium rates for each Employer covered under the Group Policy are shown in this Joinder Agreement.
 - 3. The Employer determines the amount, if any, of each Insured Person's contribution toward the cost of insurance.

- 4. Each premium is payable on or before its Premium Due Date directly to the Insurer at their home office.
- 5. Premium is due for an Insured Person for each month the Insured Person is covered under the Group Policy. The Employer must notify the Insurer immediately whenever an employee becomes eligible or ceases to be eligible for coverage. Effective dates of coverage or termination dates which occur mid-month will be billed as follows:
 - a) If the effective date of coverage is between the 1st of the month and 15th of the month, premium for an entire month will be due to the Insurer. If the effective date of coverage is between the 16th of the month and the end of the month the Employer will be billed for the next full month of coverage. The Insurer does not prorate premium.
 - b) If the date coverage ends is between the 1st of the month and the 15th of the month, no premium will be due for that month. If the date of termination is between the 16th of the month and the end of the month the Employer will be responsible for an entire month's premium.
- 6. All premiums will be based upon information provided by the Employer in the Census Reports.
- B. Changes in Premium Rates.
 - 1. Special Circumstances. The Insurer may change premium rates, to be effective on the next Premium Due Date, if any of the following occur:
 - a) A change or clarification in a law or governmental regulation affects the amount payable under the Group Policy. Any such change in premium rates will reflect only the change in the Insurer's obligations.
 - b) One or more changes occur in the factors material to the underwriting risk the Insurer assumed under the Group Policy with respect to the Employer, including, but not limited to, the number of persons insured, age, gender and occupational classification.
 - c) The premium contribution arrangement for insured employees changes or varies from that stated in this Joinder Agreement when issued or last renewed.
 - d) Plan design changes are requested by the Employer.
 - e) The Insurer and the Employer mutually agree to change premium rates.
 - 2. In all other cases, and subject to a period for which the Insurer has provided the Employer with a written rate guarantee, the Insurer may change premium rates upon 60 days advance written notice to the Employer. Any such change in premium rates may be made effective on any Premium Due Date, but no such change will be made more than once in any Contract Year. Contract Years means successive 12-month periods computed from the end of the initial rate guarantee period, or from a time agreed to in writing by the Employer and Insurer.
- C. Premium Adjustments. Premium adjustments involving a return of unearned premiums to an Employer will be limited to the 12 months just before the date the Insurer receives a request for premium adjustment.

D. Information Required from Employer

- 1. The Employer will furnish all information reasonably necessary to administer the Group Policy, including but not limited to the following:
 - a) At least one Census Report during each plan year, no later than six months prior to the next plan renewal date. The Census Report means a written report providing the following information for each Employee insured under the Group Policy: name, social security number, date of birth, gender, occupational class, Annual Salary as defined under the Group Policy and Certificate, and the amount of coverage.
 - b) A list of all eligible employees and documentation supporting employee eligibility under the Group Policy.
 - c) Information about employees who become eligible, whose amounts of coverage change and/or whose coverage ends.
 - d) Occupational information and any other information that may be required to manage a claim.
 - e) Notification of the Employer's change in legal status, expansion of business, dissolution, merger, buyout or any other significant business operational change.
 - f) Notice of any additional eligible employee segment(s).
 - g) Any other information that may be reasonably required.
- 2. The Employer must provide such information to the Insurer or its agents in a regular and timely manner as may be reasonably specified by the Insurer and/or its agents. The Insurer and its agents have the right at all reasonable times to inspect the payroll and other records of the Employer which relate to insurance under the Group Policy.
- E. Grace Period, Termination for Nonpayment and Reinstatement.
 - 1. If a premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period. The coverage under the Group Policy will remain in force during the Grace Period.
 - 2. Grace Period means the 31 days following the Premium Due Date.
 - 3. If the premium for coverage is not paid during the Grace Period, the coverage under the Group Policy will terminate automatically at the end of the Grace Period.
 - 4. The Employer is liable for premium for coverage during the Grace Period. The Insurer may charge interest at the legal rate for any premium which is not paid during the Grace Period, beginning with the first day after the Grace Period.
 - 5. Reinstatement. If any renewal premium is not paid and coverage is terminated, the Employer may request a reinstatement by reapplying with the Group Policyholder and submitting the required premium. Coverage will be reinstated upon the Insurer's approval, if the Employer requests reinstatement within 31 days of termination date. The Insurer shall approve or disapprove the reinstatement within 15 calendar days following receipt of the reinstatement request and premium. The Insurer and Employer shall have the same rights hereunder as they did under the Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement.

GTL-JA-0708 9

F. Termination for Other Reasons

- 1. The Policyholder may terminate the Group Policy and the Employer may terminate coverage under the Joinder Agreement by giving the Insurer at least 60 days written notice. The effective date of termination will be the later of:
 - a) The date stated in the notice; or
 - b) The Premium Due Date immediately following the date the Insurer receives the notice.
- 2. The Insurer may terminate coverage under the Group Policy as follows:
 - a) On any Premium Due Date if the number of persons insured is less than the Minimum Participation requirements provided for under this Joinder Agreement.
 - b) On any Premium Due Date if the Insurer determines that the Employer has failed to promptly furnish any necessary information requested or has failed to perform any other obligations relating to the Group Policy or coverage under the Group Policy.
 - c) On any Premium Due Date by giving the Employer at least 60 days advance written notice.
 - d) On the date the Employer breaches any part of the Entire Contract.

GENERAL PROVISIONS

- A. Certificates. The Insurer will prepare the Certificates setting forth the main features of the Group Policy applicable to each Insured Person. The Insurer and Employer may agree to distribute the Certificates to Insured Persons in paper format, or to make the document available and accessible for review by Insured Persons on the Employer's website. The Employer will be responsible for providing sufficient notice to the Insured Person of the existence and availability of the Certificate, including instructions on how to view the document, and a statement that a paper copy of the document will be made available upon request. Upon receiving such a request from either the Employer or Insured Person, the Insurer will provide a written copy of the Certificate to the Employer for distribution to the Insured Person. If the terms of the Certificate differ from the terms of the Employer's coverage under the Group Policy, the latter will govern.
- B. Limitation of Liability. Individuals selected by the Employer to secure coverage under the Group Policy or to perform their administrative function under it, represent and act on behalf of the person selecting them and do not represent or act on behalf of Madison National Life Insurance Company, Inc. The Policyholder and Employer hereby release, hold harmless and indemnify Madison National Life Insurance Company, Inc. from any liability arising from or related to any negligence, error, omission, misrepresentation or dishonesty of the Policyholder or Employer respectively, or any of their respective representatives, agents or employees.
- C. Agency. The Policyholder and Employer are not agents of the Insurer for any purpose under the Policy.

GTL-JA-0708 10

D. Entire Contract, Changes: This Joinder Agreement, the Policy, including the Certificates and any Riders, Amendments or attached papers, if any, constitutes the entire contract of Insurance. No change in the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Policyholder for attachment to the Group Policy. No change in an Employer's coverage under the Group Policy will be valid unless it is approved in writing by one of the Insurer's executive officers and given to the Employer for attachment to the Joinder Agreement. No agent has authority to change this Policy or waive any of its provisions.

We have authority to determine all questions arising in connection with the Policy, including its interpretation. Our failure to enforce any provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

- E. Incontestability. All statements made by the Employer in the Application are, in the absence of fraud, representations and not warranties. The Insurer cannot contest the Policy or this Joinder Agreement after it has been in force for 2 years from its Date of Issue. No statement shall be used to contest the validity of coverage or reduce benefits, unless it is in writing, signed by the Employer, and a copy of such statement is furnished to the Employer.
- F. Non-Participating: The Policy is non-participating. It does not share in Our profits or surplus earnings.
- G. Conformity With State Laws: If any provisions of Our forms are contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.
- H. Workers' Compensation. The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.
- I. Misstatement. If Policyholder or Employer premiums for the Insured Person are based on age or gender and the Insured Person's age or gender has been misstated, there will be a fair adjustment of premiums based on his or her true age or gender. If benefits for the Insured Person is based on age or gender and the Insured Person's age or gender has been misstated, there will be an adjustment of said benefits based on his or her true age or gender. We may require satisfactory proof of age or gender before paying any claim.
- J. Clerical Error. A clerical error may be made by the Insurer, Employer or Policyholder in keeping data. If so, when the error is found the premium and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly ended.

ACCEPTANCE AND SIGNATURES

The undersigned Employer adopts and agrees to be bound by the terms and conditions of this Agreement, as amended from time to time and Group Policy. Copies of these documents are available for Employer review at the Policyholder's place of business. The Employer may also contact the Insurer for further information.

The Group Policy is a vehicle for obtaining group insurance plans in which Employers join together as a single policyholder for the purchase and maintenance of group insurance policies.

GTL-JA-0708 11

The Insurer, in performing its obligations under the Group Policy, is acting only as a life insurer with respect to the Group Policy. The Trust Administrator, in performing its obligations under the Group Policy, is acting only as a trust administrator with respect to the Group Policy. The Insured and Trust Administrator are not in any way acting as a plan administrator, a plan sponsor or a plan trustee for the purposes of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, or any other federal or state laws.

The signatures below constitute acceptance of the undersigned Employer as a participating member under the Group Policy.

Signed into effect this	day of _	,	20	
-------------------------	----------	---	----	--

Signature of Authorized Signer for Employer Printed Name & Title of Signer

Signature of Authorized Signer for Employer

Printed Name & Title of Signer

Administrator:

AP / National Insurance Services

By:

Hank Ehrsam, President

June 27, 2024

GTL-JA-0708 12

472

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

Item 19.

NOTICE OF PRIVACY PRACTICES AND PROTECTION

This Privacy Notice is provided for your information -- keep a copy of it for your records.

No response is required or requested.

Customer Privacy Is Our Business - We value our relationship with our customers and are dedicated to providing them with exceptional service and competitive product offers. As part of our dedication to servicing their insurance needs, we are committed to protecting the confidentiality of nonpublic personal information about our customers. This Privacy Notice will help you understand what type of information we collect about insured individuals, how the information we collect is used, and what measures we take to protect that information.

What Information We Collect And How We Collect It - Depending on the type of product, we collect nonpublic personal information about insured individuals that may include:

- address.
- telephone number,
- social security number.
- account information.
- income
- employment,
- health status, and
- other personal information relevant to their coverage.

We collect such information primarily from information we receive from individuals on applications or other forms. We may also collect information through telephone conversations or other electronic means, such as internet "cookies" (data stored on a computer by an internet browser when you use the internet to access our website) that may be used to track website usage, remember passwords customers create, and provide customers with website content specific to their needs and interests. We may also obtain information from third parties such as employers, non-affiliated insurers, physicians, hospitals and other medical providers.

How Information Is Protected - We restrict access to nonpublic personal information to those employees who need to know that information to provide products or services to our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard such information. Information about insured individuals is accessed by our employees only when such access is necessary to conduct our business. For example, we may access information to offer other compatible products or services we provide, to process customer requests, and to administer our products or services. All employees are required to maintain the confidentiality of nonpublic personal information and to follow policies we establish to secure such confidentiality.

Additionally, we require third parties to whom we disclose nonpublic personal information, or who receive or handle such information on our behalf, to adhere to our standard of privacy protection and to establish information security procedures.

Disclosure - We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. Information will only be disclosed for such purposes as conducting and auditing our business, administering the business of affiliated organizations, responding to requests from government

authorities, or as authorized or requested by an insured individual. Such disclosures include, but are not limited to:

- Affiliates we may provide information to affiliated companies to enable them to provide business services for us such as claims processing, underwriting, and maintenance of your accounts, and to offer products and services we provide.
- Agents and Brokers we may provide information to enable agents and brokers to provide business services for us and to offer products and services we provide.
- Joint Marketing we may provide information to non-affiliated third parties to jointly market insurance products or services.
- Lending Institutions we may provide information to non-affiliated lending institutions, such as banks and credit unions, to offer products and services we provide, and to provide business services for us
- Government Entities we may provide information upon request from a State Department of Insurance or other government entity. The purpose for the request may be to prevent fraud, conduct an audit of our business practices, or for any other reason for which the government entity is legally permitted to request information.
- Servicing organizations we may provide information to servicing organizations such as TPAs, reinsurers, attorneys, accountants, actuaries, underwriters, and other such organizations to enable them to provide business services for us.

We do not share, trade, sell, exchange or in any other way disclose nonpublic personal information except as stated above or to otherwise conduct the business of insurance.

About this Privacy Notice - The examples contained in this Privacy Notice are provided as illustrations and are not a comprehensive account of the rights of any party under applicable federal and state laws. The policies and protections indicated in this Privacy Notice will remain effective even after an individual's coverage is terminated, to the extent we retain information about that individual. We may change this Privacy Notice at any time and will inform you of any changes as required by law. Other applicable privacy protections may exist under state laws and we will comply with all applicable state laws when we disclose information about individual insureds.

For additional information, contact us at:

Attn: Privacy Officer Madison National Life Insurance Company, Inc. Post Office Box 5008 Madison, WI 53705

NOTICE

This notice describes identities of and relationships among the Insurer, Administrator, and Policyowner of this insurance.

Insurer: Madison National Life Insurance Company, Inc. (MNL) is the insurance underwriter of this insurance.

Third Party Administrator: National Insurance Services (NIS) is the administrator for this group insurance. NIS provides administrative services for insurance issued to groups, including, but not limited to underwriting, premium billing, premium collection, client services, and policy and certificate issuance.

There is no ownership affiliation between MNL and NIS.

Policyowner: The Policyowner of your policy/certificate of insurance is the National Insurance Services of Wisconsin Insurance Trust (Trust).

Employer: Your Employer participates in the group insurance under the group policy issued to the Trust.

NIS is the Administrator of the Trust.



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: Kim Kerr, City Clerk

FROM: Kevin Rogers, City Attorney

DATE: July 8, 2024

SUBJECT: Cedar Heights Area Reconstruction Project

Parcel 222, Lind Hunemuller, 2339 Greenwood Avenue

The only interests acquired in this transaction are a Temporary Construction Easement and a Permanent Storm Sewer and Drainage Easement. No Fee interest.

My understanding is that both easement agreements have already been recorded. However, there is one additional document that must be recorded. It is a Subordination Agreement, the <u>original</u> of which is attached to this Memo. The reason for this filing is to ensure that the City's permanent easement survives a mortgage foreclosure.

Before recording, the Subordination Agreement must be approved by Council. Please place this on the agenda for the 7/15/2024 meeting.

This transaction will be closed on 7/12/2024, but closing the transaction has nothing to do with approval and recording of the Subordination Agreement.

No Tax Abatement request is necessary because, again, no Fee interest is being acquired.

Let me know if you have any questions. Thank You.

SUBORDINATION AGREEMENT Recorder's Cover Sheet

Preparer Information: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

Taxpayer Information: Lind Hunemuller, 2339 Greenwood Avenue, Cedar Falls, IA 50613

Return Document To: City Clerk, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

Grantors: US Bank National Association, 4801 Frederica St., Owensboro, KY 42301

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

SUBORDINATION AGREEMENT

This Subordination Agreement is	made by and betweer	n U.S. Bank National Asso	ociation, 4801 Frederica
Street, Owensboro, KY 42301, a	national bank ("Lende	er"), and the City of Cedar	Falls, Iowa, an Iowa
municipality ("City") on this	day of	, 2024.	

WHEREAS, the Lender made a loan to Lind J. Hunemuller, a single person ("Borrower"), that is secured by a Mortgage dated January 13, 2017, and recorded in the office of the Recorder of Black Hawk County, Iowa, on January 25, 2017, as Doc. # 2017-13427 (the "Mortgage"); and

WHEREAS, said Mortgage created a lien on certain real property owned by the Borrower located in Black Hawk County, Iowa, including real property more particularly described in Exhibit "A" attached (the "Easement Property"); and

WHEREAS, Borrower has granted to the City a permanent easement over, on, under, through and across the Easement Property pursuant to the terms of that certain Storm Sewer and Drainage Easement Agreement dated February 16, 2024, and recorded in the office of the Recorder of Black Hawk County, lowa, on May 20, 2024, as Doc. # 2024-14502 (the "Easement Agreement"); and

WHEREAS, the Lender is willing to subordinate the Mortgage to the provisions of the Easement Agreement in order for the City to preserve the permanent easement in the event of foreclosure on the property subject to the Mortgage, including the Easement Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lender and City agree as follows:

- 1. The Mortgage and all of the Lender's rights, interests, claims and remedies under the Mortgage shall be subordinate to the Easement Agreement and the rights of the City to enforce the terms and conditions of the Easement Agreement, with the same force and effect as if the Easement Agreement had been executed and recorded prior to the execution and recording of the Mortgage.
- 2. The Lender agrees that in the event of a foreclosure of the Mortgage or transfer in lieu of foreclosure of any portion of the Easement Property, the purchaser at any such foreclosure or the transferee under any deed in lieu of foreclosure shall take title subject to all of the terms and conditions of the Easement Agreement.
- 3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and City and their respective successors and assigns until said Mortgage is paid off or satisfied.
- 4. This Subordination Agreement may not be amended or modified except by an instrument in writing agreed to by the Lender and the City.
- 5. This Subordination Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

[signature page to follow]

U.S. Bank National Association
- Harry Marional Association
By: I Had I Hard XIII
Its: WATUR
State/Commonwealth of County of County of Ss:
The foregoing instrument was acknowledged before me this 25 day of 100 cm, 2024, by
Keberca Hourield as Officer of U.S. Bank National
Association, a national bank.
KATELYN ANDERSON NOTARY PUBLIC
STATE AT LARGE KENTUCKY Notany Public in and for the State/Commonwealth of CONTROL OF THE STATE
COMMISSION # KYNP17927 MY COMMISSION EXPIRES NOV. 28, 2024
City of Cedar Falls, Iowa
By:
Daniel Laudick, Mayor
Attest:
Kim Kerr, CMC, City Clerk
State of Iowa, County of Black Hawk, ss:
The foregoing instrument was acknowledged before me this day of, 2024, by Daniel Laudick as Mayor and Kim Kerr as City Clerk, of the City of Cedar Falls, Iowa.
2024, by Daniel Laudick as Mayor and Kill Reli as Oily Olerk, of the Oily of Sedar Falls, fewa.
Notary Public in and for the State of Iowa

EXHIBIT A

DESCRIPTION:

PART OF LOT 8, DIVISION "F", CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 9, DIVISION "G", CEDAR HEIGHTS, BLACK HAWK COUNTY, IOWA THENCE NORTH 63°50'38" WEST ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 280.98 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°49'06" WEST, 28.07 FEET; THENCE NORTH 45°05'23" WEST, 5.17 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 32 FEET OF SAID LOT 8; THENCE NORTH 26°01'01" EAST ALONG SAID NORTHWESTERLY LINE, 24.77 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY OF GREENWOOD AVENUE; THENCE SOUTH 63°50'38" EAST ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY OF GREENWOOD AVENUE, 14.40 FEET TO THE POINT OF BEGINNING.

THIS PERMANENT EASEMENT CONTAINS 251 SQUARE FEET.

BEARINGS ARE BASED ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE BEARING NORTH 63°50'38" WEST.

RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A SUBORDINATION AGREEMENT BETWEEN US BANK NATIONAL ASSOCIATION AND THE CITY OF CEDAR FALLS, IOWA RELATIVE TO THE CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of a Subordination Agreement between US Bank National Association and the City of Cedar Falls, Iowa, relative to the Cedar Heights Area Reconstruction Project, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize execution of said Subordination Agreement.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, lowa, that said Subordination Agreement between City of Cedar Falls, lowa, and US Bank National Association, relative to the Cedar Heights Area Reconstruction Project is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Subordination Agreement on behalf of the City of Cedar Falls, lowa.

Daniel Laudick, Mayor

ATTEST:

Daniel Laudick, Mayor Mayor

ADOPTED this 15th day of July, 2024.



MEMORANDUM

TO: Honorable Mayor Danny Laudick and City Council

FROM: Kelly Stern, Library Director

DATE: July 5, 2024

SUBJECT: Contract between Cedar Falls Public Library and Lyngsoe Systems for

Automated Materials Handler (AMH)

CFPL's automated materials handler (AMH), or book sorter, has reached its end of life, so we solicited bids for replacing it.

Four vendors submitted quotes, shown below.

Envisionware: \$94,421.80; Annual service agreement \$9,569.07 beginning year two; Fivevear total of \$132,698.08

FE Technologies: \$66,747.00; Annual service agreement \$5,580 beginning year two; Five-year total of \$89,067

Lyngsoe Systems: \$98,310.00; Annual service agreement \$6,500 year two with gradual increases to \$7,102 year five; Five-year total of \$125,502

Tech Logic: \$120,533.18; Annual service agreement \$14,689.00 per year beginning year two; Five-year total of \$179,289.18

Although the lowest bid was submitted by FE Technologies, library staff recommend approving and executing the contract with Lyngsoe Systems.

At their July 3, 2024 meeting, the Library Board of Trustees approved awarding the contract to Lyngsoe Systems.

Funding for this CIP project will come from general revenue and Cedar Falls Community Foundation: Building Fund for use by the Library.

Please contact me if you have any questions. Thank you for your consideration.

xc: Jennifer Rodenbeck, Director of Finance and Business Operations

CITY OF CEDAR FALLS, IOWA

GENERAL TERMS AND CONDITIONS

LYNGSOE SYSTEMS

AUTOMATED MATERIALS HANDLER (AMH)

This Agreement is by and between Lyngsoe Systems ("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. <u>Contractor's Services</u>

- 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 goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.
- 2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".
- 2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.
- 2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.
- 2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.
- 3.0. Taxes.
- 3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.
- 3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.
- 4.0. Ownership and Use of Documents
- 4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.
- 4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.
- 4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.
- 4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.
- 5.0. Term and Termination.
- 5.1. The term of this Agreement shall commence on the effective date and end on _____ unless earlier terminated under the terms of this Agreement.

- 5.2 The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.
- 5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

- 6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.
- 6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.
- 6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.
- 6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.
- 6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.
- 7.0. Warranties Intellectual Property.
- 7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.
- 7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.
- 7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.
- 8.0. <u>Disputes.</u>
- 8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

- 8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.
- 8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

- 9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.
- 9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.
- 9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.
- 9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived:	(Signature and title of
authorized City employee or officer)	

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

- 11.0. Compliance with Laws and Regulations.
- 11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.
- 11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its

delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

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

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

- 13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.
- 13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.
- 13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.
- 14.0. <u>Nondiscrimination and Equal Opportunity.</u>
- 14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.
- 14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest,

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under lowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

- 16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.
- 16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

- 18.0. Governing Law.
- 18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of lowa, 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. <u>Discrepancy.</u>

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

- 20.0 Public Record.
- 20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to lowa Code Chapter 22, the lowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.
- 20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.
- 20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under lowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 <u>Confidentiality of Shared Information.</u>

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

- 23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.
- 23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0.	Additional Terms.		

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:	: Contractor:				
Name: Kelly Stern	Name: Cory McCoy				
Title: Library Director	Title: President				
Address: 524 Main Street	Address: <u>1664 Bowmans Farm Rd</u>	-			
Cedar Falls, IA 50613	Frederick, MD 21701	_			
Telephone: 319-268-5541	Telephone: 240.674.8443				
Email: director@cedarfallslibrary.org	Email:clm@lyngsoesystems.com				

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR	
(Name of Contractor) Lyngsoe Systems By:	
Its: President	Date: <u>7/5/2024</u>
CITY OF CEDAR FALLS, IOWA	
Ву:	
Daniel Laudick, Mayor	
Attest:	Date:
Kim Kerr, CMC, City Clerk	

EXHIBIT A

SCOPE OF THE WORK

Requirements/Deliverables:

- 1. Successful delivery and installation of one four-bin automated materials handler (AMH)/sorter with exterior and staff inlets. Sorting bins are not needed if product is compatible with bins that are 32"H x 23"W x 23"D.
- Post-warranty maintenance /service agreement should allow for site visits for repairs when repairs cannot be accomplished remotely and should be renewable annually for life of the sorter
- 3. Product must meet the following technical requirements:

Real-time integration with the Library's ILS
All equipment must be new
Integration with RFID Tags
Automated Materials Handling system with RFID tag based enabled check-in and multibins/totes sorting capacity.
System must interface with the library's ILS using SIP2.

Electrical requirements comply with current building design of 120V 20A power supply.

System will provide a wide range of statistical reports as requested by the Library with the ability to customize individual reports.

Require no more than one staff member to operate the AMHS.

Items must be checked into the circulation system in real time.

AMHS must have ability to or be programmable to randomly distribute in transit (not on hold) items into bins/totes. Programming should provide for an item location exception list, where items going to set locations would not be randomly distributed.

Sorting machine must be completely visible(no top covers) to staff in order for staff to see any undetected jams or overflows
System must not require use of proprietary bins/totes
Be easily reconfigured for additional or modified sorting arrangement. Sorting software must be capable of providing multiple sort schemes that can be implemented in less than five minutes.
In the return/sort process, security bits must be reactivated.
A staff induction station is available with RFID and barcode reading capability.
Staff processing station must have an option for accepting at least 20-30 items at a time.
Must provide safety for staff and guests for fingers, ties, loose clothing etc
AMH design must fit within the current architectural design. No addition building modifications are being required.
4. Product must meet the following project, service, and warranty requirements:

Warranty will be for a minimum of one year and will include all service including labor, parts, materials, and preventive maintenance for operational hours.

Warranty is defined as Proposer fully absorbing the cost of parts, labor, travel and/or transportation to repair or replacement of any defective part(s) in the system, including all hardware, software, cables, etc. and maintaining the system in an operating condition for a minimum of one year.

Warranty shall include preventive maintenance visits per year as recommended by manufacturer.

Preventive maintenance shall include checking for mechanical and electrical safety, lubrication, functional testing and adjusting for optimal performance. The service representative shall observe and record all operating parameters in complete service reports signed by the department representative. Copies of all service reports shall be provided to Library staff upon completion of all service calls.

Proposer shall provide on-site training with equipment installed.

Proposer shall provide system administration and technical training to Library designated IT staff during and after installation. Please include pricing for additional training as part of the Cost Proposal.

EXHIBIT B

PAYMENT TERMS

Net payment is due 45 days following successful delivery and installation of automated materials handler (AMH).





CERTIFICATE OF INSURANCE

						LY	NGSYS-01		CBOURDON
ACORD (EF	RTI	FICATE OF LIA	ABIL	ITY INS	URAN	CE		(MM/DD/YYYY) 24/2024
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	TVEL	Y O	R NEGATIVELY AMEND, DOES NOT CONSTITU	EXTE	ND OR ALT	ER THE CO	OVERAGE AFFORDED	TE HOL	DER. THIS E POLICIES
IMPORTANT: If the certificate holds If SUBROGATION IS WAIVED, subje	ris a	n AD	DITIONAL INSURED, the terms and conditions of	the po	licy, certain	policies may	NAL INSURED provision require an endorsemen	ns or bo	e endorsed. atement on
this certificate does not confer rights to producer	o the	cert	mcate holder in lieu of su	CONTA	CT Carol Bo	urdon			
Weymouth, Swayze, and Corroon Ins 5710 Kennett Pike, PO Box 3939				PHONE (AJC, No			FAX (A/C, No):		
Wilmington, DE 19807				E-MAIL ADDRE	_{ss:} cbourdo	n@wscins.	com		
				<u> </u>			RDING COVERAGE		NAIC#
INSURED				_	RA: Sentine		& Indemnity		11000 22357
Lyngsoe Systems Inc (US)							RANCE COMPANY		22301
1664 Bowman Farm Road, I	Jnit 1	09		INSURE					
Frederick, MD 21701				INSURE					
				INSURE	RF:				
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the certificate holder: City of Cedar Falls,	City H	all, 2	20 Clay Street, Cedar Falls	, IA 506	13				
30 day notice of cancellation applies, except	t for	non	payment which is 10 days	as requ	ired by law.				
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City Hall 220 Clay Street				AUTHO	RIZED REPRESE	NTATIVE			
Cedar Falls, IA 50613				-	N/h_	-			
ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.									

Page **74** of **82**

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June 28, 2024 185.601.000 Project B26094-000 Cedar Falls, IA

494

RESOLUTION NO.

RESOLUTION RESCINDING RESOLUTION #23,667, BEING A RESOLUTION APPROVING AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF GLOCK 26 PISTOLS WITH TRIJICON SRO2 OPTIC FIREARMS FOR THE PUBLIC SAFETY DEPARTMENT

WHEREAS, City Staff has recommended to the City Council of the City of Cedar Falls, Iowa that said Council rescind Resolution #23,667, being a Resolution approving and authorizing the expenditure of funds for the purchase of Glock 26 Pistols with Trijicon SRO2 Optic firearms for the Public Safety Department, for the reason that there were errors in the quotes received; 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 rescind Resolution #23,667.

NOW, THEREFORE, be it resolved by the City Council of the City of Cedar Falls, lowa, that Resolution #23,667 is hereby rescinded.

ADOPTED this 15th day of July, 2024.

	Daniel Laudick, Mayor
ATTEST:	



Re:

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, City Council Members

From: Mark Howard, Asst Public Safety Director / Chief of Police

Date: June 27th, 2024

Resubmission of New Firearms Purchase

As you are aware, the Public Safety Department sent out bid requests to two vendors and received quotes from both vendors to provide new Glock 26 Pistols with Trijicon SR02 Optic firearms for the Public Safety Officers.

On June 17th, we presented the quotes and the request for purchase at the Council Meeting and the purchase was approved to go with Scheels Sporting Goods. Since then, after a physical inspection of the weapons we would be receiving once they were ordered, we realized that Scheels did not include the necessary Ameriglow Non-Tritium Front/Rear fixed sights needed. We discussed this with Scheels and asked them to stand by their original quote. They were willing to reduce the price of the fixed sights but refused to stand by the original quote.

Also in June, the Kiesler Quote I submitted was for the amount of \$74,403. This was a quote submitted by Kiesler that included new holsters, which were not requested as part of the quote. Their quote that was submitted in June should have been for the amount of \$61,353, which was still the higher of the two original bids. Scheels has given us a new quote which includes the Ameriglow Non-Tritium Front/Rear fixed sights. And that quote is now the higher of the two submitted quotes. The summary of the quotes is as follows:

- 1). Kiesler: \$61,353.90 (\$91,593.90 \$30,240 Trade-in)
- 2). Scheels: \$62,880 (\$91,800 \$30,720 Trade-in)

After reviewing the correct bids received, I would recommend approval of Kiesler to provide the new firearms to the Public Safety Department from the quotes

listed above. This is the same purchase we make to replace our weapons every five years.

Chief Mark Howard



Page 1 / 1

Sales Quote

KIESLER POLICE SUPPLY 2802 SABLE MILL RD JEFFERSONVILLE, IN 47130

Bill-to Customer

CEDAR FALLS POLICE DEPARTMENT 4600 S MAIN STREET CEDAR FALLS, IA 50613 **Ship-to Address**

CEDAR FALLS POLICE DEPARTMENT ATTN: TIM SMITH #319-268-5116 4600 S. MAIN ST CEDAR FALLS, IA 50613

Your Reference

Bill-to Customer No.

L73901

Salesperson

TIFANY

Tax Registration No.

Email

Home Page Phone No.

No.

Q151413

Document Date

April 15, 2024 May 15, 2024

Due Date Payment Terms

Payment Method

Tax Identification Type

Legal Entity

Shipment Method

Standard

Tim.Smith@cedarfalls.com

319-268-5116

				Unit of	Unit Price	Line Amount
No.	Description		Quantity	Measure	Excl. Tax	Excl. Tax
GLOCPA455S302MO S3S1	GLOCK 45MOS5 GEN5 9I	MM PISTOL BLACK, FRONT	90	EACH	1,017.71	91,593.90
	SERRATIONS, AMERIGLO	NON-TRITIUM FRONT/REAR				
	SIGHTS, W/ TRIJICON SR	O2-C-2500002, BLACK, 5.5LB				
	AGENCY DROP SHIP O	NLY				
	OOMLT					
KESLER NOTE	(86) DEPT USED GLOCK 1	7 GEN5 W/AB W/3 MAGS EA = \$315 EA	86	EACH	-315.00	-27,090.00
KIESLER NOTE	(10) DEPT USED GLOCK 2	15 GEN5 W/AB W/3 MAGS EA = \$315 EA	10	EACH	-315.00	-3,150.00
	BUYBACK PRICE \$385	EA. (INCLUDES SHIPPING)				
FORMAT TIFANY	QUOTED BY TIFANY STEA	WART	1	EACH	0.00	0.00
	KIESLER POLICE SUPPLY					
	2802 SABLE MILL ROAD					
	JEFFERSONVILLE, IN 471	30				
	THIS QUOTE IS VALID FO	DR 30 DAYS				
	TSTEWART@KIESLER.CO	M				
Amount Subject t	o Sales Tax	0.00		Subtotal		61,353.90
Amount Exempt f	rom Sales Tax	61,353.90		Total Tax		0.00
				Total \$ Incl.	Тах	61,353.90
	90			Tax Amount	ł .	0.00

MESLER POLICE SUPPLY FFL# 4-35-019-11-4M-08220

RETURNED GOODS POLICY

DEFECTIVE MERCHANDISE POLICY

DAMAGED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 21% restocking fee

We are not a warranty repair station for any manufacturer, Returns of defective merchandise must be made directly to the manufacturer for repair or replacement. Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

499



Cedar Falls Scheels • 402 Viking Plaza Drive • Cedar Falls, IA 50613 • (319) 277-3033 • FAX (319) 859-9100

To whom it may concern:

Following is a quote for the sale and trade-in of firearms with the Cedar Falls, Iowa Police Department.

Sold to CFPD:

(90) Glock 45 MOS pistols with Ameriglo Suppressor Height sights and equipped with (90) Trijicon

SRO2 Optics. The gun, sights, and optic will all be separate and in need of assembly.

Unit Price: \$1040 Total Price: \$93,600

Traded to Cedar Falls Scheels for Credit:

(86) Glock 17 Pistols w/ box and mags and (10) Glock 26 Pistols w/ box and mags

Unit Credit: \$320 Total Credit: \$30,720

Total Price: \$93,600 Total Credit: \$30,720

Amount owed: \$62,880

Should you have any questions, please feel free to reach out to me.

Thank you:

Cra g Michelson

Cecar Falls Scheels Assistant Store Leader



DEPARTMENT OF COMMUNITY DEVELOPMENT

VISITORS, TOURISM AND CULTURAL PROGRAMS 6510 HUDSON ROAD CEDAR FALLS, IOWA 50613

PH: 319-268-4266 FAX: 319-277-9707

MEMORANDUM

TO: The Honorable Mayor Daniel Laudick and City Council

FROM: Cory Hurless, Cultural Programs Supervisor

DATE: July 1, 2024

SUBJECT: Red House Studios (224 West Seerley Boulevard)

Please find attached three lease agreements for use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's Visiting Artist Program. Two agreements are extensions for continued use of the studios per the original lease agreements, with a new lease expiration date of June 30, 2025. The third agreement is a new lessee, as part of our partnership with the UNI Art Department, an alumni artist selected by the Art & Culture Board.

Please let me know if you have any questions or concerns.

CC: Stephanie Sheetz, Director of Community Development

Jennifer Pickar, Tourism & Cultural Programs Manager

This Lease Extension is entered into on the day of	he , 202, by the
City of Cedar Falls, Iowa, ("Lessor"), whose address for purpo	ses of this Lease Agreement is
220 Clay Street, Cedar Falls, IA 50613, andAngela Wa	
("Lessee"), whose address for purposes of this Lease Agreeme	
903 Walnut Street, Cedar Falls, IA 50613	
1. Lessor and Lessee entered into that certain Lease Agreem which is attached as Exhibit "A". The term of the Lease Agree 30, 2024.	
2. Lessor and Lessee now wish to extend the term of the Leafor the same rental amount, ie, \$145 per month due in advance during the term of the Lease.	
3. The parties hereby confirm and ratify all of the terms and Agreement, except as expressly modified in this Lease Extensi	
Lessee:	6/6/24
ANGELA WASESKUK	DATE
CITY OF CEDAR FALLS, IOWA	
BY	
DANIEL LAUDICK, MAYOR	DATE
ATTEST:	
BY	
KIM KERR, CITY CLERK DATE	-

This Lease Extension is entered into on the day of May City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes 220 Clay Street, Cedar Falls, IA 50613, andAngela Wasesk ("Lessee"), whose address for purposes of this Lease Agreement is 903 Walnut Street, Cedar Falls, IA 50613	nik
1. Lessor and Lessee entered into that certain Lease Agreement which is attached as Exhibit "A". The term of the Lease Agreement 30, 2023.	
2. Lessor and Lessee now wish to extend the term of the Lease A for the same rental amount, ie, \$145 per month due in advance on during the term of the Lease.	
3. The parties hereby confirm and ratify all of the terms and con Agreement, except as expressly modified in this Lease Extension.	ditions of the Lease
Lessee: ANGELA WASESKUK	May 14, 2023 BATE
CITY OF CEDAR FALLS, IOWA	
ROBERT M. GREEN, MAYOR	Jue 21., 2023 DATE
BY Mucline Capielson JACQUELINE DANIELSEN, CITY CLERK	06/21/2023 DATE

This Lease Extension is entered into on the 20th day of u	<i>ne</i> , 20 22 , by the
City of Cedar Falls, Iowa, ("Lessor"), whose address for purpose	es of this Lease Agreement is
220 Clay Street, Cedar Falls, IA 50613, andAngela Wase	eskuk
("Lessee"), whose address for purposes of this Lease Agreement	: is
903 Walnut Street, Cedar Falls, IA 50613	
 Lessor and Lessee entered into that certain Lease Agreement 	
which is attached as Exhibit "A". The term of the Lease Agreen	nent is July 1, 2022, until June
30, 2023.	
2. Lessor and Lessee now wish to extend the term of the Lease	e Agreement until June 30, 2023,
for the same rental amount, ie, \$145 per month due in advance of	n the 1 day of each month
during the term of the Lease.	
3. The parties hereby confirm and ratify all of the terms and co	onditions of the Lease
Agreement, except as expressly modified in this Lease Extension	
rigioemoni, except as expressiy meanied in and near himself	
Lessee:	
Th // // //	1 . 11 2000
Waller Wyaller	The 19,2020
ANGELA WASESKUK	U DATE '
CITY OF CEDAR FALLS, IOWA	7 7
2 (.	6/21/22
BY KBOU	7175
ROBERT M. GREEN, MAYOR	DATE
A TTECT.	
ATTEST:	, ,
BY Meauline January	4/21/2022
JACQUELINE DANIELSEN, CITY CLERK	DATE
7,7	

This Lease Extension is entered into on the 31 day of May	, 20 <u>21</u> , by the
City of Cedar Falls, Iowa, ("Lessor"), whose address for purpose	es of this Lease Agreement is
220 Clay Street, Cedar Falls, IA 50613, and Angela Waseskuk	
("Lessee"), whose address for purposes of this Lease Agreement	is
903 Walnut Street Cedar Falls, IA 50613	·
1. Lessor and Lessee entered into that certain Lease Agreemer which is attached as Exhibit "A". The term of the Lease Agreement 30, 2022.	nt dated <u>Extension</u> of 9-8-20 nent is July 1, 2021, until June
2. Lessor and Lessee now wish to extend the term of the Lease for the same rental amount, ie, \$145 per month due in advance of during the term of the Lease.	e Agreement until June 30, 2022, in the 1 st day of each month
 The parties hereby confirm and ratify all of the terms and confirmed and confirmed are the confirmed and confirmed are the co	
Lessee:	
angela Waseskeh	May 31, 2021
ANEGLA WASESKUK	DATE
CITY OF CEDAR FALLS, IOWA	7 2.21
BY	Jun 21,2021
SIMON HARDING, MAYOR PROTEM	DATE
ATTEST:	v Ž
BY Jacquelino Januelson	4/21/2021
JACQUELINE DANIELSEN, CITY CLERK	DATE

This Lease Extension is entered into on the 8 day of Nov	
City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes	of this Lease Agreement is
220 Clay Street, Cedar Falls, IA 50613, and Angela M	Jases Kuk
("Lessee"), whose address for purposes of this Lease Agreement 903 Walnut St. Cedan Falls, I	s A,50613
1. Lessor and Lessee entered into that certain Lease Agreement which is attached as Exhibit "A". The term of the Lease Agreem December 31, 2020.	dated $\frac{\alpha/11/20}{20}$, a copy of ent is January 1, 2020, until
Doubled 11, Edeb.	
Lessor and Lessee now wish to extend the term of the Lease for the same rental amount, ie, \$145.00 per month due in advance during the term of the Lease.	_
3. The parties hereby confirm and ratify all of the terms and co Agreement, except as expressly modified in this Lease Extension.	
Lessee: Of Warchy INSERPTEXT	NOV 8, 2020 DATE
CITY OF CEDAR FALLS, IOWA	
BY Zan Ca	11/14/2020
ROBERT M. GREEN, MAYOR	DATE
ATTEST:	11/14/2020
JACQUELINE DANIELS ON, CITY CLERK	DATE

Exhibit "A"

CITY OF CEDAR FALLS RED HOUSE STUDIO LEASE

This Lease Agreement in entered into on the 11th day of January, 2029 by the
City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is
220 Clay Street, Cedar Falls, IA 50613, and Angela Wases EUK
("Lessee"), whose address for purposes of this Lease Agreement is
903 Walnut St. Cedar Falls, 1A 50613

1. <u>Premises and Term.</u> In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of January, 2020 to the 31st day of December, 2020, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio C located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")

- 2. Rent. Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of February, 2020, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
- 3. <u>Use.</u> Tenant shall use the Premises only as a working artist studio, subject to the following terms:
 - a. COMPLIANCE WITH LAWS: Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. NO RESIDENTIAL USE: Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

- 4. <u>Security.</u> Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
 - a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
- Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

- 6. <u>Assignment and Subletting.</u> Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
- 7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
- 8. <u>Maintenance of Premises</u>. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
- 9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

- 10. <u>Utilities.</u> Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
- 11. <u>Liability for Damage or Injury</u>. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
- 12. Hazardous Materials. Lessee expressly represents and agrees:
 - a. NO HAZARDOUS MATERIALS: Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. LIABILITY: Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. REMEDIATION: Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. INDEMNIFICATION: Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. DISPOSAL: Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

- 13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
- 14. <u>Compliance with Lawful Regulations</u>. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
- 15. <u>Snow Removal.</u> Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
- 16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
- 17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
- 18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.

19. Termination of Lease.

- a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
- b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
- 20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)

- days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.
- 21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
- 22. <u>Lessee Warranty.</u> Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
- 23. <u>Moving Expenses</u>. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
- 24. <u>Property Manager</u>. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550, and whose cell telephone number is 319-575-2877, is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
- 25. <u>Security Deposit.</u> At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
- 26. <u>Insurance.</u> Lessee and Lessor agree to insure their respective interests in their real and personal property.
- 27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
- 28. <u>Notices.</u> Any notice, for which provision is made in this Lease, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

- 29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
- 30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
- 31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
- 32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
- 33. <u>Construction</u>. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
- 34. Entire Agreement This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
- 35. <u>Termination</u>. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:	
Angela Waseskuk Insert Text	Jan 11, 2020
CITY OF CEDAR FALLS, IOWA	
INSERT TEXT Robert M. Green, Mayor	1/20/2020 DATE
BY Manuero Danielson, City Clerk	1/20/2020 DATE

This Lease Extension is entered into on the 15th day of	oses of this Lease Agreement is
("Lessee"), whose address for purposes of this Lease Agreeme 122 Main Street, Apt.1 Cedar Falls, IA 50613	ent is
1. Lessor and Lessee entered into that certain Lease Agreem which is attached as Exhibit "A". The term of the Lease Agree 30, 2024.	
2. Lessor and Lessee now wish to extend the term of the Leafor the same rental amount, ie, \$145 per month due in advance during the term of the Lease.	
3. The parties hereby confirm and ratify all of the terms and Agreement, except as expressly modified in this Lease Extensi	
Lessee:	5/15/24
NOAH DOELY	DATE
CITY OF CEDAR FALLS, IOWA	
BY	
DANIEL LAUDICK, MAYOR	DATE
ATTEST:	
BY	2
KIM KERR, CITY CLERK	DATE

This Lease Extension is entered into on the $\frac{2}{2}$ day of $\frac{1}{2}$	20 <u>2</u> 3 by the
City of Cedar Falls, Iowa, ("Lessor"), whose address for purpose	es of this Lease Agreement is
220 Clay Street, Cedar Falls, IA 50613, andNoah Doely	
("Lessee"), whose address for purposes of this Lease Agreement	
122 Main Street, Apt.1 Cedar Falls, IA 50613	**
, , ,	
1. Lessor and Lessee entered into that certain Lease Agreement which is attached as Exhibit "A". The term of the Lease Agreem 30, 2023.	
2. Lessor and Lessee now wish to extend the term of the Leas for the same rental amount, ie, \$145 per month due in advance o during the term of the Lease.	
3. The parties hereby confirm and ratify all of the terms and c Agreement, except as expressly modified in this Lease Extension	
Lessee:	5/22/23
NOAH DOELY	DATE
CITY OF CEDAR FALLS, IOWA	21 Jun 23
ROBERT M. GREEN, MAYOR	DATE
ROBERT M. GREEN, MATOR	DAIL
BY Ameline Danielsen, CITY CLERK	06/21/2023 DATE

Exhibit A

This Lease Extension is entered into on the 20th day of	une , 20 <u>22</u> , by the
City of Cedar Falls, Iowa, ("Lessor"), whose address for purpose	
220 Clay Street, Cedar Falls, IA 50613, andNoah Doely _	
("Lessee"), whose address for purposes of this Lease Agreement	
122 Main Street, Apt.1 Cedar Falls, IA 50613	
1. Lessor and Lessee entered into that certain Lease Agreemen	t dated June 4, 2021, a copy of
which is attached as Exhibit "A". The term of the Lease Agreen	nent is July 1, 2022, until June
30, 2023.	
2. Lessor and Lessee now wish to extend the term of the Lease	
for the same rental amount, ie, \$145 per month due in advance or	the 1 st day of each month
during the term of the Lease.	
3. The parties hereby confirm and ratify all of the terms and co	nditions of the Lease
Agreement, except as expressly modified in this Lease Extension	
Agreement, except as expressly mounted in this bease between	•
Λ	
Lessee:	
11/2	1/10/22
10	6/13/24
NOAH DOELY	DATE'
CITY OF CEDAR FALLS, IOWA	
2. C	6/2:177
ROBERT M. GREEN, MAYOR	DATE
ROBERT M. GREEN, MATOR	DATE
ATTEST:	
, \ \ -1	. 1 1
BX Jacquelina Januelsex	4/21/2022
JACQUELINE DANIELSEN, CITY CLERK	DATE
17.	

This Lease Extension is entered into on the day of City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes 220 Clay Street, Cedar Falls, IA 50613, and ("Lessee"), whose address for purposes of this Lease Agreement	s of this Lease Agreement is	
1. Lessor and Lessee entered into that certain Lease Agreement which is attached as Exhibit "A". The term of the Lease Agreem 30, 2022.	extension extension dated	
2. Lessor and Lessee now wish to extend the term of the Lease for the same rental amount, ie, \$145 per month due in advance on during the term of the Lease.	Agreement until June 30, 2022, the 1 st day of each month	
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.		
Lessee:	6/4/21	
NOAH DOELY	DATE	
BY SIMON HARDING, MAYOR PRO TEM		
BY MANUEL DANIELS EN, CITY CLERK		

This Lease Extension is entered into on the		
1. Lessor and Lessee entered into that certain Lease Agreement which is attached as Exhibit "A". The term of the Lease Agreement December 31, 2020.	dated 14 ff. a copy of ent is January 1, 2020, until	
2. Lessor and Lessee now wish to extend the term of the Lease for the same rental amount, ie, \$145.00 per month due in advance during the term of the Lease.	Agreement until June 30, 2021, on the 1st day of each month	
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.		
Lessee: INSERT TEXT	10/11/20 DATE	
CITY OF CEDAR FALLS, IOWA BY ROBERT M. GREEN, MAYOR	11/16/2020 DATE	
BY Mauline Janulan JACQUELINE DANIELSEN, CITY CLERK	11/14/2020 DATE	

This Lease Agreement in entered into on the 15th day of February, 2020, by the
City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and
("Lessee"), whose address for purposes of this Lease Agreement is
5061.

Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases
to Lessee, and Lessee hereby leases from Lessor, from the 1st day of January, 2020 to the 31st
day of December, 2020, the following described premises located in Cedar Falls, Black
Hawk County, Iowa, together with the improvements thereon, and all rights, easements and
appurtenances therewith:

Studio D located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")

- 2. Rent. Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1st day of February, 2020, and the same amount in advance on the 1st day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
- 3. <u>Use.</u> Tenant shall use the Premises only as a working artist studio, subject to the following terms:
 - a. COMPLIANCE WITH LAWS: Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.

 NO RESIDENTIAL USE: Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

- 4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio _D_. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
 - a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
 - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
 - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
 - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
 - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
 - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
 - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
- 5. <u>Acceptance of Premises in Its "As Is" Condition</u>. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

- Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any
 portion thereof without the prior written consent of Lessor, which consent may be withheld
 by Lessor in its sole and absolute discretion.
- 7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
- 8. <u>Maintenance of Premises.</u> Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
- 9. <u>Surrender of Possession</u>. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

- 10. <u>Utilities.</u> Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
- 11. <u>Liability for Damage or Injury.</u> Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
- 12. Hazardous Materials. Lessee expressly represents and agrees:
 - a. NO HAZARDOUS MATERIALS: Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. LIABILITY: Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. REMEDIATION: Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. INDEMNIFICATION: Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. DISPOSAL: Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

- 13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
- 14. <u>Compliance with Lawful Regulations</u>. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
- 15. <u>Snow Removal.</u> Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
- 16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
- 17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
- 18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.

19. Termination of Lease.

- a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
- b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
- 20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)

- days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.
- 21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
- 22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
- 23. <u>Moving Expenses</u>. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
- 24. <u>Property Manager</u>. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550, and whose cell telephone number is 319-575-2877, is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
- 25. <u>Security Deposit</u>. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
- 26. <u>Insurance</u>. Lessee and Lessor agree to insure their respective interests in their real and personal property.
- 27. Mail.-Lessee may not designate the Premises as a mailing address for any purposes.
- 28. Notices. Any notice, for which provision is made in this Lease, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

- 29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
- 30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
- 31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
- 32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
- 33. <u>Construction</u>. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
- 34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
- 35. <u>Termination</u>. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:	1/11/20
INSERT TEXT	DATE
CITY OF CEDAR FALLS, IOWA	
BY Joseph M. Green, Mayor	1/20/2020 DATE
BY A CAudine Danielson, City Clerk	1/20/2020 DATE

This Lease Agreement in entered into on the and day of ______, 2024, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Monica Sanguino ("Lessee"), whose address for purposes of this Lease Agreement is:

Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1st day of August, 2024 to the 30th day of July, 2025, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

Studio _A_ located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")

- 2. Rent. The Lessee acknowledges that rent shall be paid by the Lessee at a rate of \$3000.00 and shall be paid as follows: Lessee is responsible for a rental payment of \$3000.00, which shall be paid to the Hearst Center no later than August 30, 2025. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
- 3. <u>Use.</u> Tenant shall use the Premises only as a working artist studio, subject to the following terms:
 - a. COMPLIANCE WITH LAWS: Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
 - b. NO RESIDENTIAL USE: Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.
- 4. <u>Security.</u> Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio A ____. The Premises will be accessible

by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.

- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
- b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
- c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
- d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
- e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
- f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
- g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1st day of the extended absence.
- 5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's

opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

- 6. <u>Assignment and Subletting.</u> Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
- 7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
- 8. <u>Maintenance of Premises.</u> Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
 - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
 - b. Keep the Premises as clean and safe as their condition permits;
 - c. Dispose of all garbage and other waste in a clean and safe manner;
 - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
 - e. Keep the plumbing fixtures as clean as their condition permits;
 - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
 - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
 - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
- 9. <u>Surrender of Possession</u>. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.
- 10. <u>Utilities</u>. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.

- 11. <u>Liability for Damage or Injury</u>. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
- 12. Hazardous Materials. Lessee expressly represents and agrees:
 - a. NO HAZARDOUS MATERIALS: Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
 - b. LIABILITY: Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
 - c. REMEDIATION: Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
 - d. INDEMNIFICATION: Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
 - e. DISPOSAL: Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.
- 13. <u>No Unlawful Business.</u> Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.

- 14. <u>Compliance with Lawful Regulations</u>. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
- 15. <u>Snow Removal.</u> Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
- 16. <u>Access.</u> Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
- 17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
- 18. <u>Non-Recourse.</u> No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.

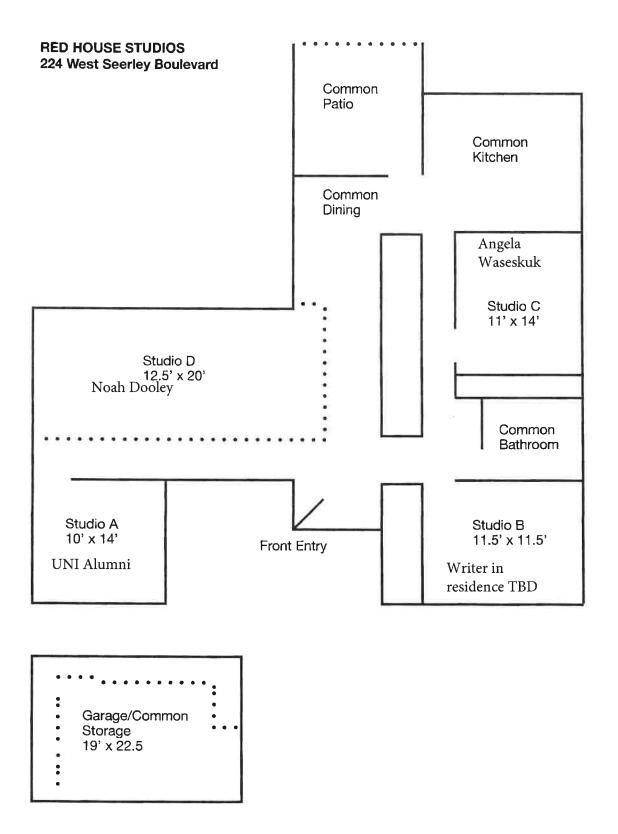
19. Termination of Lease.

- a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
- b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
- 20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3) days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

- 21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
- 22. <u>Lessee Warranty.</u> Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
- 23. <u>Moving Expenses</u>. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
- 24. <u>Property Manager.</u> Cory Hurless, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550, and whose cell telephone number is 319-666-2072, is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
- 25. <u>Security Deposit.</u> At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law.
- 26. <u>Insurance</u>. Lessee and Lessor agree to insure their respective interests in their real and personal property.
- 27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
- 28. <u>Notices.</u> Any notice, for which provision is made in this Lease, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for

- the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.
- 29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
- 30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
- 31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
- 32. <u>Window Coverings</u>. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
- 33. <u>Construction.</u> Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
- 34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
- 35. <u>Termination</u>. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

7-2-24
DATE
DATE
DATE





DEPARTMENT OF PUBLIC WORKS

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

INTEROFFICE MEMORANDUM

Administration Division

TO: Mayor Daniel Laudick and City Council

FROM: Chase Schrage, Director of Public Works

DATE: July 5, 2024

SUBJECT: lowa Highway 57/W. 1st Street

Addendum to Agreement No. 2018-4-269 DOT Project No. NHSX-057-2(29)--3H-07

The Iowa Department of Transportation has completed the West 1st Street Reconstruction project and sold all of the excess right-of-way that was not needed upon completion. As part of our original agreement with the Iowa DOT, the City would be compensated 50% of the sales from the excess right-of-way.

This addendum outlines a lump sum payment to the City of \$78,000 for excess right-of-way that was acquired for this project.

The Public Works Department has reviewed this addendum. Staff recommends that the City Council approve this addendum and received funds as noted above.

Please feel free to contact me with questions or for additional information.

IOWA DEPARTMENT OF TRANSPORTATION Addendum to Agreement No. 2018-4-269

 County
 Black Hawk

 City
 Cedar Falls

 Project No.
 NHSX-057-2(29)--3H-07 (DOT) STP-057-2(28)--2C-07 (CITY)

 Iowa DOT
 Addendum No. Staff Action No.

This Addendum, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Cedar Falls, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 and 761 Iowa Administrative Code Chapter 150 as applicable;

The DOT proposes to establish or make improvements to Iowa 57 within Black Hawk County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

The DOT and the LPA previously entered into the following agreements/addendum related to the above referenced project:

Agreement/Addendum No.	Project No.	Full Execution Date
2017-P-177	NHSX-057-2(29)3H-07	8/21/2017
	NHSX-057-1(29)3H-07 (DOT)	
2018-4-269	STP-057-2(28)2C-07 (CITY)	11/20/2018
	NHSX-057-2(29)3H-07 (DOT)	
2018-4-269A	STP-057-2(28)2C-07 (CITY)	2/11/2019

Subsequent to execution of the above referenced Agreements and Addendum it was determined that a lump sum payment is due to the LPA as part of the agreement to acquire certain right-of-way.

This Addendum reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Now, therefore, it is agreed as follows:

- 1. Per Paragraph 4a. of Agreement No. 2017-P-177, the LPA, or its consultant, shall acquire the necessary right-of-way.
- 2. Paragraph 4a. of Agreement No. 2018-4-269 is hereby replaced as follows:
 - 4a. As part of the agreement for the LPA to acquire the necessary right-of-way, the DOT agrees to pay the LPA a lump sum payment of \$78,000 based upon the estimated value of excess right-of-way acquired for the project.
- 3. The DOT project number referenced in Agreement No. 2018-4-269 is hereby amended from NHSX-057-1(29)--3H-07 to NHSX-057-2(29)--3H-07 to correct a typographical error.

General Provisions

1. It is the intent of both (all) parties that no third party beneficiaries be created by this Addendum.

- 2. If any section, provision, or part of this Addendum shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Addendum as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Addendum cannot be fulfilled.
- 3. All previously executed agreement(s) and or addendum(s) will remain in effect except as amended herein.
- 4. This Addendum, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Addendum will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Addendum No. 2018-4-269B as of the date shown opposite its signature below.

CITY OF CEDAR FALLS:

By:		Date		, 20	
Title:	Mayor				
Ι,		, certify that I am the Clerk of the City, and that			
		, who	signed said Addend	dum for and on behalf o	f
the Ci	ity was duly authorized to execute	e the same on the _	day of	, 20	
Signe	ed: City Clerk of Cedar Falls, lowa				
IOWA	A DEPARTMENT OF TRANSPOR	RTATION:			
	ickolas J Humpal, P.E. istrict Engineer	Date		, 20	

District 2



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

PUBLIC WORKS/PARKS DIVISION 2200 TECHNOLOGY PKWY 319-273-8629 FAX 319-273-8632

MEMORANDUM

TO: Mayor Danny Laudick and City Council

FROM: Brian Heath, Operations and Maintenance Division Mg

DATE: July 2, 2024

SUBJECT: Custodial Services Agreement

Attached for your consideration are contract documents for providing cleaning services in city buildings. The Custodial Services Contract with Fresh Start Cleaning Solutions Inc., for city buildings ends the third year of a three-year contract on August 31, 2024. The term conditions state that the contract can be renewed for an additional three (3) year term if agreed to by both parties. Fresh Start has been providing cleaning services in public buildings for the past several years and has performed at an acceptable level.

Due to increased staffing costs and overall inflation, Fresh Start is seeking a 15% increase for the 3 year contract beginning September 1st. The 15% represents a monthly increase of \$\$3,229.50.

As mentioned above, Fresh Start Cleaning Solutions has performed cleaning duties adequately and has responded positively to requests for additional cleaning and extra work without a cost increase for the previous three years. Overall, staff have been satisfied with this company's performance and their knowledge of what it takes to provide cleaning services in city facilities. Therefore, the Public Works Department recommends approving the contract including a 15% increase for the year beginning September 1st, 2024.

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

CC: Chase Schrage, Public Works Director

Att.

CITY OF CEDAR FALLS, IOWA GENERAL TERMS AND CONDITIONS

SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between Frank Contractor") and the City of Cedar Falls, lowa ("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 Scope of Services attached.
- 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 "B" 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 te Scope of Services. 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. 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 Exhibit B, in which case the maximum amount of all payments shall be adjusted accordingly.
- 2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

- 2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".
- 2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.
- 2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.
- 2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.
- 3.0. Taxes.
- 3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.
- 3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.
- 4.0. Ownership and Use of Documents
- 4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.
- 4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.
- 4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.
- 4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.
- 5.0. Term and Termination.
- 5.1. The term of this Agreement shall commence on the effective date and end on August 31, 2027 unless earlier terminated under the terms of this Agreement.
- 5.2 The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

- 6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.
- 6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.
- 6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.
- 6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.
- 6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. <u>Warranties – Intellectual Property.</u>

- 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. <u>Disputes.</u>

- 8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.
- 8.2. Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

- 8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.
- 9.0. <u>Indemnification and Hold Harmless</u>.
- 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. <u>Insurance.</u>

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

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

- 11.0. Compliance with Laws and Regulations.
- 11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.
- 11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

- 13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.
- 13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.
- 13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

- 14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.
- 14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest,

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under lowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

- 16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
- 16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

- 18.0. Governing Law.
- 18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of lowa, 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. <u>Discrepancy.</u>

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 lowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

- 21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.
- 21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 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. <u>Additional Terms.</u>	
25.0. Notices	
Any notice required to be given under provided to:	er this Agreement and any authorization required to be provided shall be given or
City:	Contractor:
Name:	Name: Candre Hagen
Title:	Name: Consare Dages Title: Vice President
Address:	
-	Denver, Jour 50622
Telephone:	Telephone: 319-215-0174
Email:	Email: Candu Cfacleaning gervice-co

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

(name of company or contractor)	2 South one, The
By: Comerce Wagner	
Its: Vice Provident	Date: 7/9/2024
CITY OF CEDAR FALLS, IOWA	
Ву:	
Daniel Laudick, Mayor	
Attest:	Date:
Kim Kerr, CMC, City Clerk	

Scope of Services

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

Visitor's & Tourism Building, 6510 Hudson Rd.

City Hall, 220 Clay St.

Public Library/Community Center, 524 Main St.

Public Works/Parks Complex, 2200 Technology Parkway.

Public Safety Building, 4600 S. Main St.

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

Recreation Center, 110 East 13th Street

Island Park Beach House, 218 Center St.

All proposals must meet the following requirements;

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

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

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

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

work area (all paper products are to be stored above chemicals per Health Department regulations).

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

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

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

Contractor agrees to provide to the City the full name, address and date of birth of any current or prospective employee or agent of the Contractor who may perform work in any City building or other City facility. Any such employee or agent of the Contractor shall not perform any work in any City building or other City facility until a background check on such employee or agent has been completed by the City, and the City approves such employee or agent to work in City buildings and other facilities. The City shall disapprove such employee or agent only for legitimate business reasons in the City's sole discretion.

Contractor further agrees to notify current and prospective employees and agents subject to background checks and approval by the City of these requirements and to obtain prior consent of such employees and agents for the same.

Contractor agrees to require such employees and agents to notify Contractor if, after approval by the City to perform work in City buildings and other facilities, they are convicted of a crime in any jurisdiction, and Contractor agrees to provide such information to the City in order for the City to conduct an additional background check and a redetermination of approval.

Contractor acknowledges that the requirements set forth in this section are in no way intended to influence the discretion to employ or continue to employ any person and that such discretion rests entirely with the Contractor.

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

Contractors will provide Worker's Compensation Insurance.

Building Information and Cleaning Requirements

Visitors and Tourism Center

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

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

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

The proposal requests several criteria, including:

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

Custodial Requirements

Primary Service:

Entire Building:

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

- Clean out metal track for glass doors.
- Wipe down chair legs as needed.

Kitchen:

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

Restrooms:

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

Meeting/Reception Area:

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

Vinyl Tile & Concrete Care:

Refinish flooring annually with two or three coats.

City Equipment Used; Janitorial Cart

City Hall		

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

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

The proposal requests several criteria, including:

- Provide a proposal price for completing primary and secondary requirement with use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Monday through Friday nights between the hours of 6 p.m.-5a.m.

- Public meetings are often help between 5 p.m. 10 p.m. which may require rearranging cleaning schedules at times. The meeting schedules are listed on the information screens at City Hall.
- Secondary services to be completed throughout the regularly scheduled five day week unless previously approved by the Building Maintenance Supervisor.
- Carpet cleaning.
- · Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Entire Building:

Nightly:

- Empty trash, wipe trash containers and replace liners (this includes outside containers).
- Empty recycling containers and place recyclables in designated area.
- Sweep, ceramic tile, VCT and stairwells.
- Wet mop ceramic tile and stairwells.
- Run a mechanical floor scrubber over non carpeted flooring.
- Edge mop where floor machine is unable to reach.
- Vacuum all floor mats, and carpeting.
- Spot clean stains from carpet smaller than 4"X 4". Report larger stains to Building Maintenance Supervisor.
- Clean, sanitize and polish drinking fountains.
- Clean and polish desks and counters.
- Clean chair legs as needed
- · Clean and polish elevator surfaces.
- Remove any spots or soil from walls.

Restrooms/Locker Rooms:

- Clean and sanitize toilets, and sinks (remove any hard water spots or buildup from inside the fixtures)
- Clean and sanitize mirrors, sinks, counters, doors, floors, changing tables, and partition walls.
- Clean and sanitize shower stalls and polish fixtures.
- Wet mop floor.
- Vacuum carpeting on benches.

- Check air freshener dispensers and replace canister and batteries as needed.
- Polish all stainless steel surfaces.
- Check and replace soap and sanitizer dispensers.
- Check and refill all paper dispensers.
- Report any automatic sensors that require new batteries.
- Replace urinal screens no less than monthly.
- · Plunge clogged stools as needed.

Secondary Service:

Weekly:

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

City Equipment Used: janitorial carts, floor scrubber.

Public Library	f		

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

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

The proposal requests several criteria, including:

- Provide a proposal price for completing primary, secondary requirement and limited service.
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Sunday through Thursday nights between the hours of 10 p.m.-6 a.m. Limited service Friday night between the hours of 10 p.m.-6 a.m.

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

Custodial Requirements

Primary Service:

Entire Building:

Nightly:

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

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

Restrooms:

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

Plunge clogged stools as needed.

Offices, Meeting Rooms:

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

Elevator:

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

Secondary Service:

Weekly:

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

Limited Service:

Friday:

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

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

Community Center_

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

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

The proposal requests several criteria, including:

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

Custodial Requirements

Primary Service:

Entire Building:

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

Kitchen/Pantry:

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

Restrooms:

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

Exercise/Dance Area (Wood Floor):

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

Dining Area:

- Wipe off tables.
- Buff tile as needed.

Carpet Care:

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

Vinyl Composite Tile Care:

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

City Equipment Used: Same as library (connected buildings)

Public Works Complex_____

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

The proposal requests several criteria, including:

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

- Provide a proposal price for completing primary and secondary requirement with use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor.

- Five days a week primary service Monday through Friday nights which may be completed between the hours of 5p.m. and 5a.m.
- Secondary services to be completed throughout the regularly scheduled four day week unless previously approved by the Building Maintenance Supervisor.
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

<u>Custodial Requirements</u>

Primary Service:

Nightly:

Entire Building:

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

Conference/Break Room:

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

Restrooms/Locker rooms:

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

Offices, Meeting Rooms:

Vacuum and dust.

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

Kitchen:

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

Secondary Service:

Weekly:

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

Flooring:

Polished concrete flooring requires quarterly burnishing.

City Equipment: janitorial cart, floor scrubber

Hearst Center for the Arts		

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

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

The proposal requests several criteria, including:

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

Additional cleaning due to special events or adverse weather.

Custodial Requirements

Primary Service:

Entire Building:

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

Restrooms:

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

Classrooms:

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

Ceramic Room:

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

Kitchen:

 Wipe down counter tops and exterior surfaces of appliances and cabinetry.

- Wipe down doors and walls.
- Clean and sanitize sink.

Main Gallery and Hall:

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

Secondary Service:

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

Classrooms:

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

Offices, Reception Area and Meeting Rooms:

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

Elevator:

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

Floor Surfaces:

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

City Equipment Used: Janitorial Cart

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

The proposal requests several criteria, including:

- Provide a proposal price for completing primary and secondary requirement with use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor prior to bid submittal.
- Six days a week primary service Sunday through Friday nights between the hours of 10 p.m.-4 a.m.
- A seventh day of limited service on Saturday nights from September 1st through May 31st.
- Secondary services to be completed throughout the regularly scheduled six day work week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires annual stripping and three coats of wax on all vinyl composite tiles).
- Additional cleaning due to special events or adverse weather.
- The Recreation Center will occasionally rent out areas of the facility which may require an adjustment to the cleaning hours.

Custodial Requirements

Primary Service:

Nightly:

Office/Reception/Meeting Room/Kitchen:

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

Main Hall:

- Vacuum all walk off mats and remove for floor cleaning.
- Vacuum carpet on stairs to track

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

Restrooms/Locker rooms:

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

Steam Rooms:

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

Sauna:

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

Gymnasiums:

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

Racquetball Courts:

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

Mezzanine/Track:

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

Exercise Room:

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

Multi-Purpose/ Activity Rooms:

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

Cycling Room (Basement):

- Wet mop floor
- Vacuum mats
- Wipe down cycles.
- Check/ replace sanitizer dispensers.

Limited Service:

Saturday nights from September 1st through May 31st

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

Secondary Service:

Weekly:

- Dust and polish wood surfaces including doors and trim.
- Dust railing around track.
- Clean and polish all door kick plates, push plates and handles.
- Clean and polish wood and vinyl base as needed.
- Clean and sanitize all blue mats hanging from walls in gyms.
- Dust blinds.
- Maintain floor drains.
- Wipe down vending machines.
- Complete a walk thru of facility and address any items needing attention such as loose trash on floor, full garbage or recycling containers, dirty mirrors, spills of flooring, drinking fountains, dirty benches, etc.

City Equipment:

· janitorial cart, floor scrubbers, and burnisher.

Beach House	e	

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

The proposal requests several criteria, including:

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

Custodial Requirements

Primary Service:

Entire Building:

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

Kitchen:

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

Restrooms:

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

Public Safety_

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

The proposal requests several criteria, including:

- Provide a proposal price for completing primary and secondary requirement with use of City equipment listed at the bottom of the proposal.
- A scheduled tour of the facility with the Building Maintenance Supervisor.
- Five days a week primary service Monday through Friday nights between the hours of 6 p.m.-5a.m. and day porter service on Sunday.
- Secondary services to be completed throughout the regularly scheduled five day week unless previously approved by the Building Maintenance Supervisor.
- Floor refinishing (requires burnishing of polished concrete quarterly).
- Carpet cleaning.
- Additional cleaning due to special events or adverse weather.

<u>Custodial Requirements</u>

Primary Service:

Entire Building:

Nightly:

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

Restrooms/Locker Rooms:

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

Secondary Service:

Weekly:

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

City Equipment Used: janitorial cart, floor scrubber.

Exhibit B

Cedar Falls Visitor's & Tourism Center Cleaning Proposal

Service Proposals:

Primary Service (Monthly Total): \$805.00

Carpet Extraction (per time): \$230.00

Additional Cleaning:

Hourly Rate: <u>\$19.75</u>

Minimum Rate: \$17.25

City Hall Cleaning Proposal

Service Proposals:

Primary Service and Secondary Service using City supplied equipment.

(Monthly Total): \$4,255.00

Carpet Extraction (per sq. /ft.): \$0.29

Floor Refinishing (per time) \$2070.00

Additional Cleaning:

Hourly Rate: \$20.13

Minimum Rate: \$17.25

Cedar Falls Public Library Cleaning Proposal

Service Proposals:

Primary Service and Secondary and Limited Service using City supplied

equipment. (Monthly Total): \$3,795.00

Carpet Extraction (per sq. /ft.): \$0.29

Floor Refinishing (per time): \$690.00

Additional Cleaning:

Hourly Rate: \$19.75

Minimum Rate: \$17.25

Cedar Falls Community Center Cleaning Proposal

Service Proposals:

Primary Service using City supplied equipment

(Monthly Total): <u>\$885.50</u>

Carpet Extraction (per time): \$1,265.00

Floor Refinishing (per time): \$575.00

Additional Cleaning:

Hourly Rate: <u>\$19.75</u>

Minimum Rate: \$17.25

Cedar Falls Public Works Cleaning Proposal

Service Proposals:

Primary and Secondary Service using City supplied equipment.

(Monthly Total): <u>\$2144.75</u>

Carpet Extraction (per sq./ft.) \$0.29

Additional Cleaning: Hourly Rate: \$19.75

Minimum Rate: \$17.25

Cedar Falls Hearst Center for the Arts Cleaning Proposal

Service Proposals:

Primary Service and Secondary Service (Monthly Total): \$1,725.00

Carpet Extraction (per sq. /ft.): \$0.29

Floor Refinishing (per time): \$575.00

Additional Cleaning:

Hourly Rate: \$19.75

Minimum Rate: \$17.25

Cedar Falls Recreation Center

Service Proposal:

Primary, Secondary and Limited Service using City supplied equipment.

(Monthly Total): \$8,050.00

Carpet Extraction (per sq. /ft.): \$0.29

Additional Cleaning:

Hourly Rate: <u>\$28.75</u>

Minimum Rate: \$23.00

Cedar Falls Beach House Cleaning Proposal

Service Proposals:

Per Service (Daily Total Full Facility) \$86.25

Per Service (Daily Total Full Facility) \$ \$115.00

Additional Cleaning:

Hourly Rate: \$28.75

Minimum Rate: \$23.00

Public Safety Cleaning Proposal

Service Proposals:

Primary Service and Secondary Service using City supplied equipment.

(Monthly Total): \$3,639.75

Carpet Extraction (per sq. /ft.): \$0.29

Additional Cleaning:

Hourly Rate: \$19.75

Minimum Rate: \$17.25

Company Information

Name	Frash	-Stant C	Daning Sol	ant, erote
Address	1110	rd mitars	ive	
City	amer		_ State Zip	50672
Phone 319	1-215-1	>\74 Fax _		

Contact	Person
---------	--------

Phone 319-215-0174

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

By: Conclude Wagner

Date: 7/9/2024

Firm: Fresh Stout Clanning Salutions, Inc

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

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



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: July 15, 2024

SUBJECT: North Cedar Heights Area Reconstruction Project Phase IA

City Project Number RC-092-3271

Temporary Easements

The City of Cedar Falls is reconstructing the North Cedar Heights Area Phase IA, primarily along West Ridgewood Drive from Cherry Lane to Greenwood Avenue. The project requires the acquisition of temporary easements to complete construction. Temporary easements that were originally obtained are expiring and therefore new temporary easements are required. The owners of the properties that have accepted our offer are shown below.

Parcel #	Property Owner	Street Address	Temporary Easement
100	Fairhurst Trust	2125 Greenwood Ave.	X
101	Vasquez	2211 Greenwood Ave.	X
102	Byrd, Twitchell & Hanson	2204 Greenwood Ave.	X
103	Yezek	1612 W. Ridgewood Dr.	X
104	Guy & Seelye	1606 Greenwood Ave.	X
105	Harbach	1522 W. Ridgewoo Dr.	X
106	Andersen Trust	1514 W. Ridewood Dr.	X
109	Hall	1424 W. Ridgewood Dr.	Х
110	Schrage	1513 Cherry Lane	Х

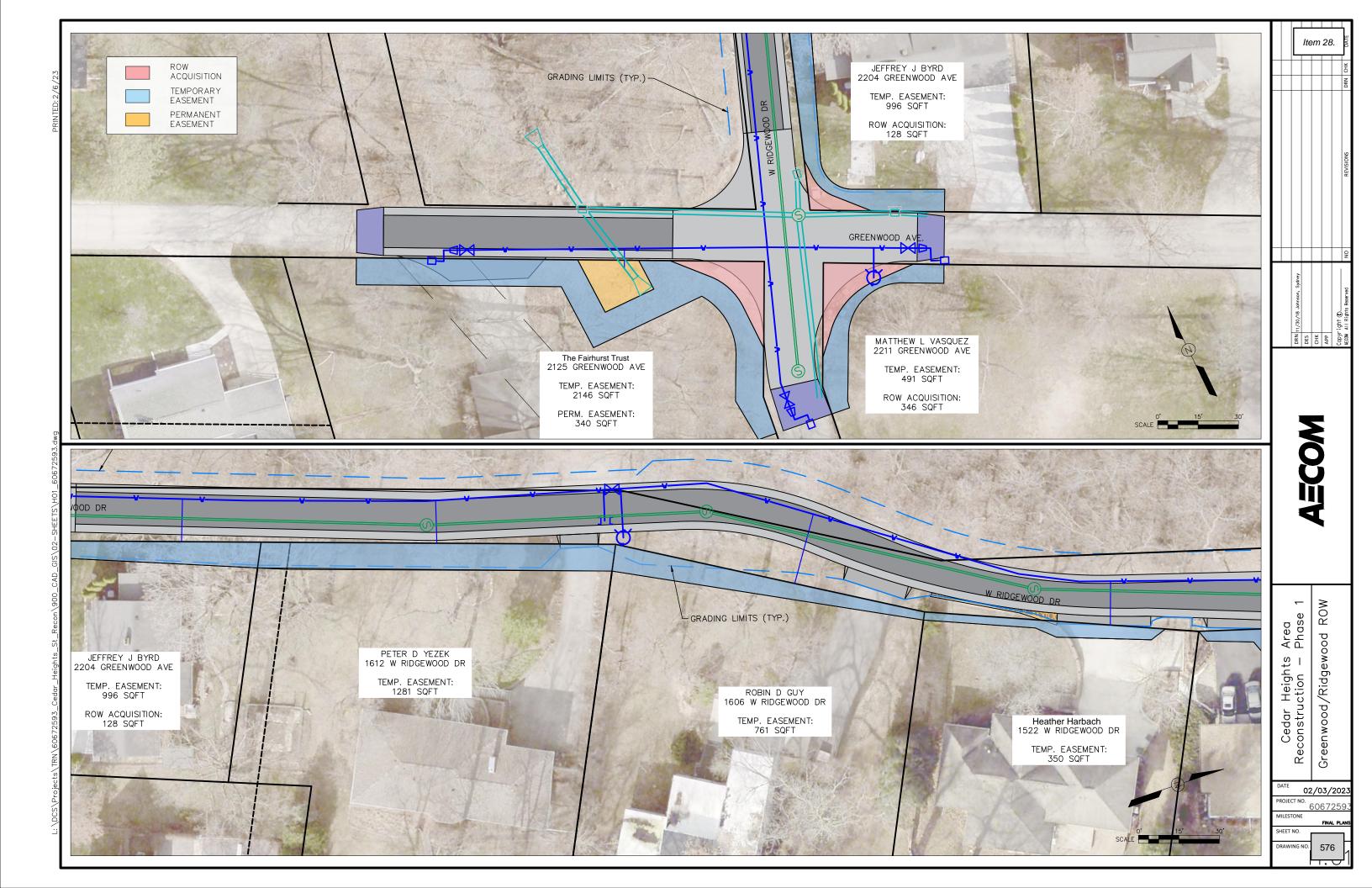
Attached are the maps that identify the location of these properties. Also attached are the individual Easement Agreements for the new easements and the documentation for them.

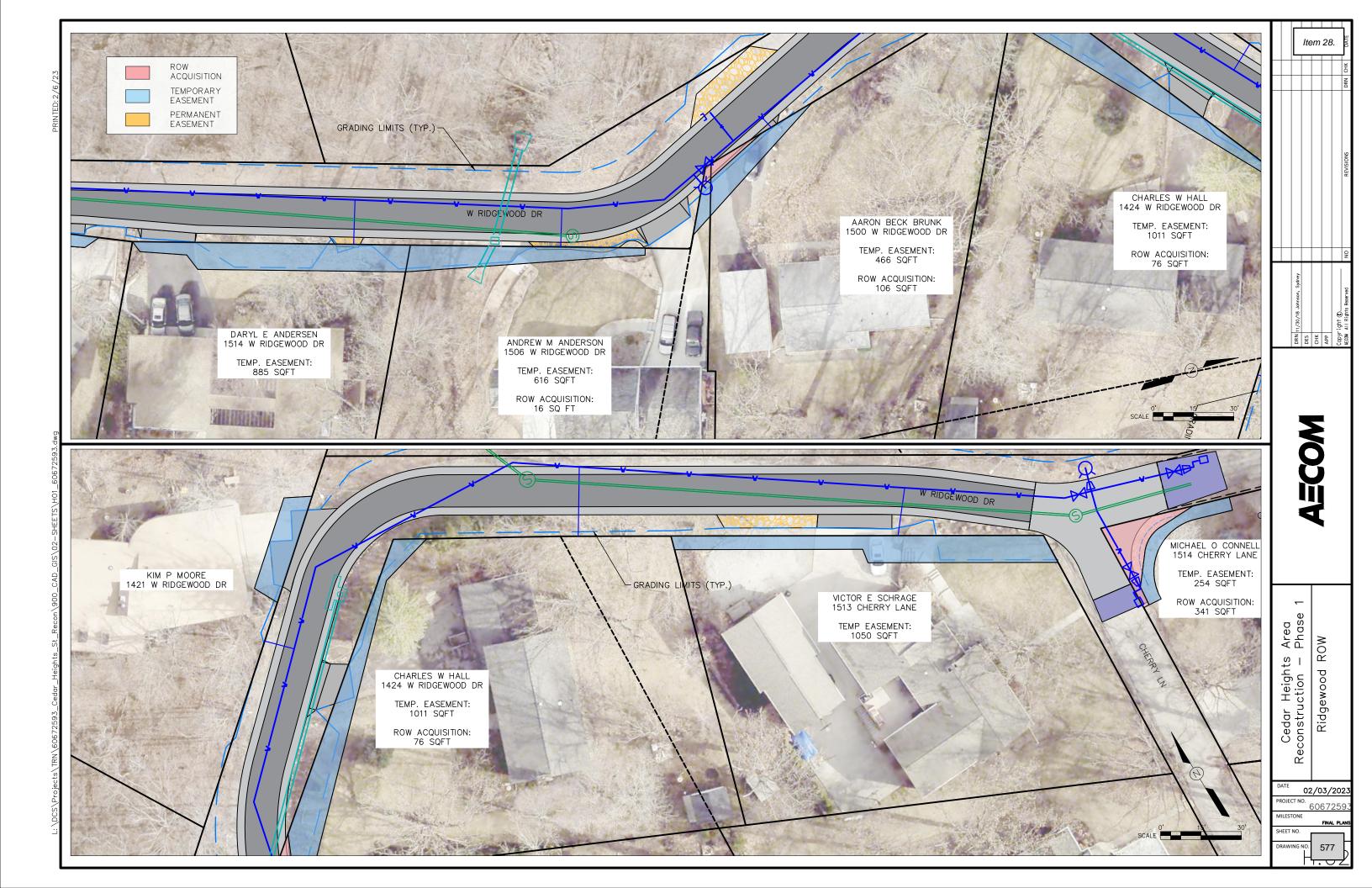
The City has used General Obligation Funds for the design and right of way portion of this project. The City entered into a Supplemental Agreement No. 3 with AECOM, Inc., of Waterloo, Iowa, on March 22, 2024, for additional property acquisition services for Phase IA of the project. If approved, staff will prepare the necessary documents and will complete the acquisition process for the parcels.

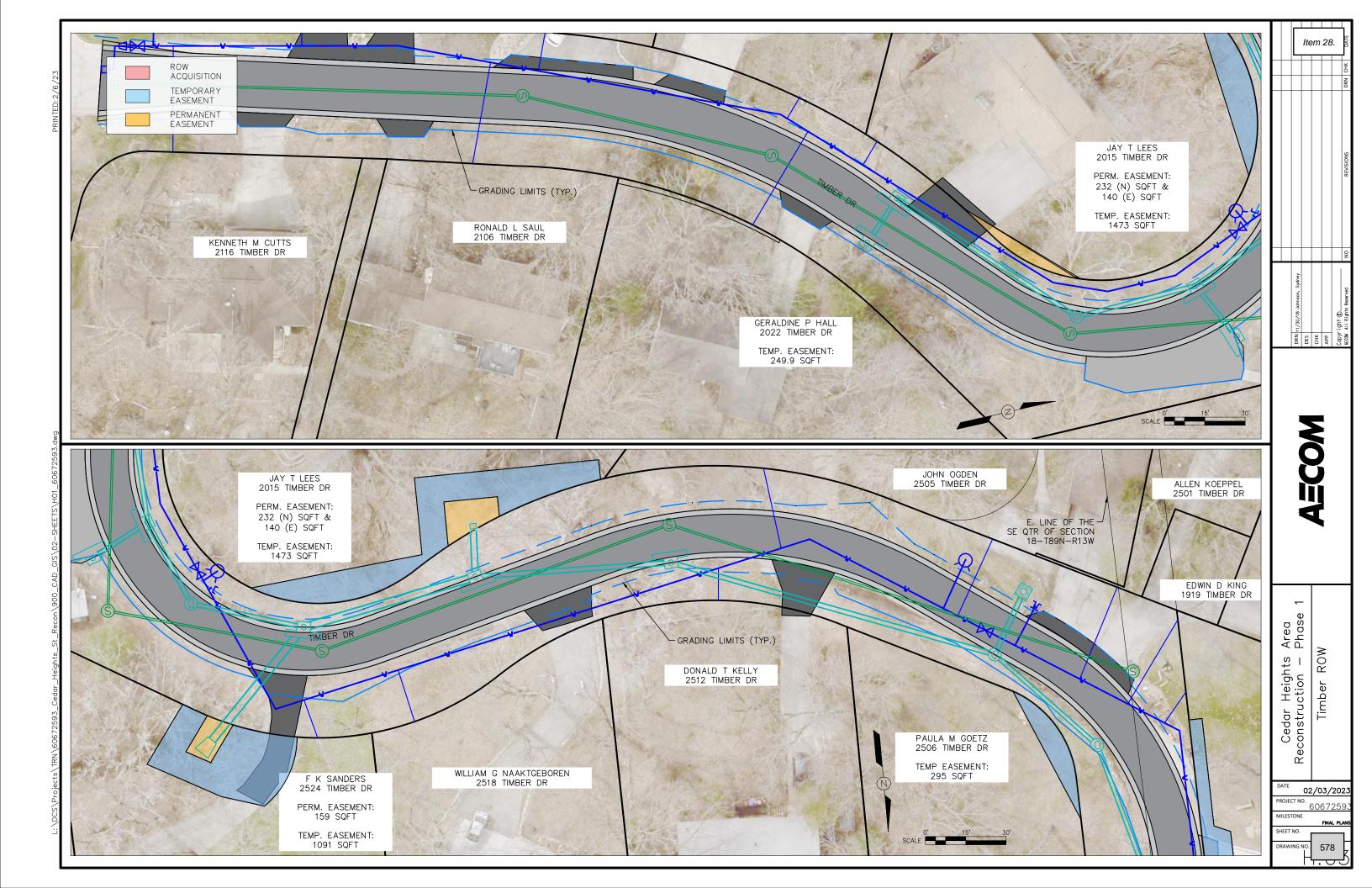
Staff recommends that the City Council state their support in the form of a resolution approving the easement acquisitions and authorizing the Mayor to execute the agreements for the North Cedar Heights Area Reconstruction Project Phase 1A.

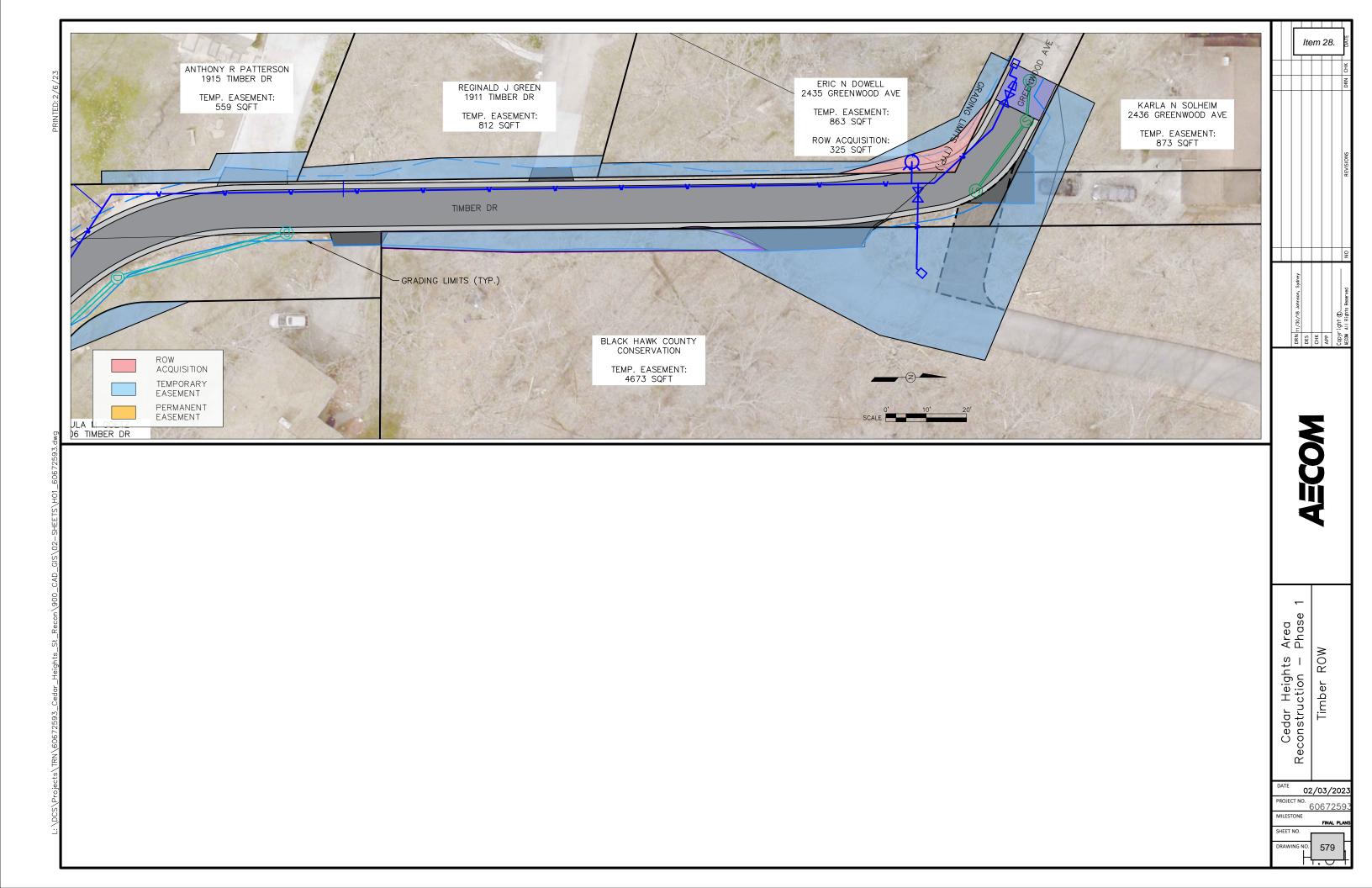
If you have any questions or need additional information, please feel free to contact me.

xc: Chase Schrage, Director of Public Works









(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this
day of , 20 , by Charles Lloyd Fairhurst and Becky Kae
Haes Fairhurst, Trustees of the Fairhurst Trust dated May 9, 2012 ("Grantor"), and City
of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee").
In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the
receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto
Grantee a temporary easement under, through, and across the following described real
estate which is owned by Grantor:
estate which is owned by Orantor.

- 1. <u>Purpose.</u> This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. <u>No Obstructions.</u> Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

- 5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS:

Fairhurst Trust

XCharles Lloyd Fairhurst, Trustee

Becky Kae Haes Fairhurst, Trustee

State of Lowa)

County of Black Howe)

This record was acknowledged before me on the 4 day of April , 2024, by Charles Lloyd Fairhurst and Becky Kae Haes Fairhurst, Grantors.

JADEN WELCH
Commission Number 851128
My Commission Expires
September 29, 2024

Signature of notarial officer

Stamp

Tora Notary
Title of Office

Title of Office

[My commission expires: Self 14, 2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, low foregoing Temporary Construction	va ("Grantee"), does hereby accept and approve the Easement Agreement.
Dated this day of	, 20
	GRANTEE:
	CITY OF CEDAR FALLS, IOWA
	Daniel Laudick, Mayor
ATTEST	
Kim Kerr, CMC City Clerk	
State of	
County of	
This instrument was acknown 20, by Daniel Laudick, Mayor, a Falls, Iowa.	wledged before me on, and Kim Kerr, CMC, City Clerk, of the City of Cedar
	Notary Public in and for the State of Iowa
My Commission Expires:	

	Index Legend
ocation:	Part of Lot 4 of Cedar Heights "Division D"
	in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Charles Lloyd Fairhurst and Becky Kae Haes
	Fairhurst, Trustees of the Fairhurst Trust Dated
	May 9, 2012
Surveyor:	Michael R. Fagle
Company:	AECOM
	Michael R. Fagle, 501 Sycamore Street, Suite 222
	Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

ACQUISITION PLAT

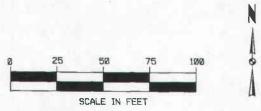
ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 100

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

OWNER: CHARLES LLOYD FAIRHURST AND BECKY KAE HAES FAIRHURST, TRUSTEES OF THE FAIRHURST TRUST DATED MAY 9, 2012

GREENWOOD AVENUE (20' ROW) 2125 GREENWOOD AVENUE CEDAR FALLS, IOWA 50613 AREA OF ACQUISITION = 354 SQUARE FEET FND. PK NAIL/WASHER FND. PINCH 16775 PIPE 2 79.05'R 78.93'R (5) FND. 1" PIPE SW'LY R.O.W. LINE **GREENWOOD AVE EXISTING 8'** 4 P.O.B. ACQUISITION **NE'LY LINE LOT 4** UTILITY EASEMENT FND. 1/2" 50.25. A (C. **CEDAR HEIGHTS** REBAR "DIVISION D " YC 8033 PART OF LOT 4 FND. 100 FND. 1/2" **PK NAIL** REBAR RC 16775 CEDAR HEIGHTS "DIVISION D" WLY R.O.W LINE W. RIDGEWOOD DR. 108.94° E'LY LINE LOT 4 CEDAR HEIGHTS ROW "DIVISION D" RIDGEWOOD DRIVE (22" 164.83 PART OF **LOT 12 CEDAR HEIGHTS** FND. 1/2" "DIVISION F" FND. 1/2" REBAR REBAR OC 6505 3 Bearing / Distance Acquisition S 25 ° 44 ' 35 " W 1 To 2 32.04' 2 N 01 ° 10 ' 46 " W To 3 17.17' $R = 23.00^{\circ}$ To L = 16.80'LC = 22°08'04" W 16.43 = SET 1/2" REBAR WITH YELLOW PLASTIC CAP 8505 03 ' 17 " W N 43° To 5 16.11' = PROPERTY CORNER FOUND (AS NOTED) To S 64° 04 ' 56 " E 34.98





447.40' R = RECORD

SHEET 1 0F 2

REVISED MAY 8, 2023



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the land Surveyor under the land Surveyor of the state of Iowa.

License number 8505

My license renewal date is December 31,2024 Pages or sheets covered by this seal: SHEETS 1 AND 2 OF 2

ACQUISITION PLAT

ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 100

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 100:

A parcel of land situated in part of Lot 4 of Cedar Heights "Division D", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeasterly corner of said Lot 4; thence South 25°44′35″ West (assumed bearing for the purpose of this description) along the Easterly line of said Lot 4, also being the Westerly right-of-way line of West Ridgewood Drive, 32.04 feet; thence North 01°10′46″ West, 17.17 feet to the beginning of a curve concave Southwesterly and having a 23.00-foot radius and a 16.43-foot long chord bearing North 22°08′04″ West; thence Northwesterly along said curve, 16.80 feet; thence North 43°03′17″ West, 16.11 feet to the Northeasterly line of said Lot 4, also being the Southwesterly right of way line of Greenwood Avenue; thence South 64°04′56″ East along the Northeasterly line of said Lot 4, also being the Southwesterly right of way line of Greenwood Avenue, 34.98 feet to the Point of Beginning.

Containing 354 Square Feet.



Prepared by: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Co	onstruction Easement Agreement ("Agreement") is made this, 20, by Matthew L. Vasquez and Emily M. Vasquez,
husband and wife ("Grant	or"), and City of Cedar Falls, a municipality organized under
(\$1.00), and other valuab	wa ("Grantee"). In consideration of the sum of one dollar le consideration, the receipt of which is hereby acknowledged.
Grantor nereby sells, gran	nts and conveys unto Grantee a temporary easement under, ollowing described real estate which is owned by Grantor:

- 1. <u>Purpose.</u> This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

- 5. <u>Grantor's Use.</u> The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANFORS: X Matthew L. Vasquez	Emily M. Vasquez
State of Sowa)	
County of Black Hawk)	
This record was acknowledged before me or 2024, by Mutthew L. Vos quez and	
JADEN WELCH Commission Number 851128 My Commission Expires September 29, 2024	Signature of notarial officer Stamp Lowa Notary Title of Office
	[My commission expires: Se Hember 1920]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

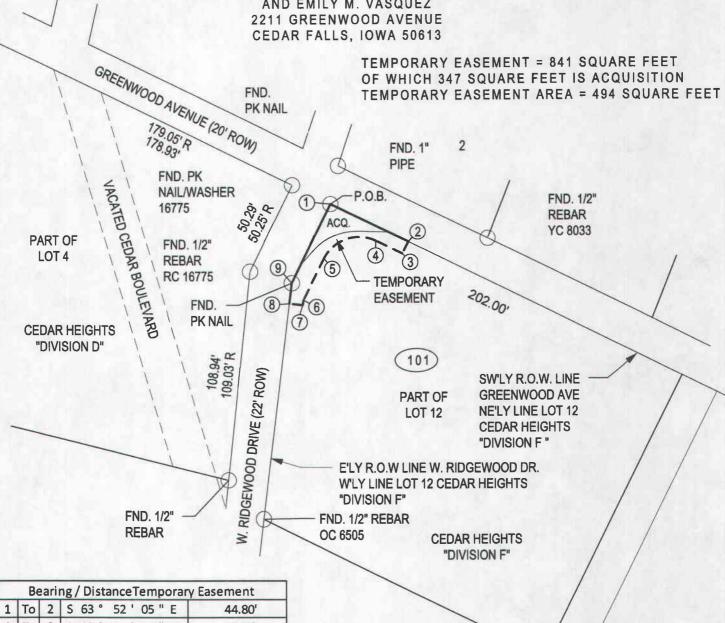
The City of Ceda foregoing Temporary C		itee"), does hereby accept and approve the ent Agreement.
Dated this	_ day of	, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Daniel Laudick, Mayor
ATTEST		
Kim Kerr, CMC City Clerk		
State of)	
County of)	
	was acknowledged l k, Mayor, and Kim k	before me on, Kerr, CMC, City Clerk, of the City of Cedar
		Notary Public in and for the State of Iowa
My Commission Expire	s:	

	Index Lege		
Location:	Part of Lot 12 of Cedar Heights "Division F"		
	in the City of Cedar Falls, Iowa		
Requestor:	City of Cedar Falls, Iowa		
Proprietor:	Matthew L. Vasquez and Emily M. Vasquez		
Surveyor:	Michael R. Fagle		
Company:	AECOM		
	Michael R. Fagle, 501 Sycamore Street, Suite 222,		
	Waterloo, Iowa, 50703		
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595		

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, 10WA, 50703, 319-232-6531

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

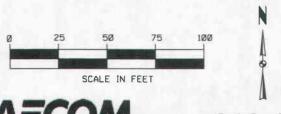
CEDAR HEIGHTS AREA PROJECT PARCEL 101 RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271 OWNER: MATTHEW L. VASQUEZ AND EMILY M. VASQUEZ 2211 GREENWOOD AVENUE CEDAR FALLS, IOWA 50613



		Ве	ariı	ng / DistanceTemporary Easement		
	1	То	2	S 63 ° 52 ' 05 " E 44.80'		
	2	То	3	S 25 ° 53 ' 16 " W 6.99'		
	3	То	4	N 63 ° 58 ' 30 " W 15.20'		
	4	То	5	R = 20.00' L = 31.37'		
				LC = \$ 71°05'23" W 28.25'		
ı	5	То	6	S 26° 09' 17" W 24.22'		
ď	6	То	7	S 09 ° 46 ' 45 " W 2.59'		
	7	То	8	N 83 ° 46 ' 43 " W 6.92'		
	8	То	9	N 06 ° 44 ' 41 " E 10.75'		
	9	То	1	N 25 ° 44 ' 41 " E 45.95' - 46.00' R		

= PROPERTY CORNER FOUND (AS NOTED)

SIGNED DECEMBER 9, 2022



AECOM

447.40'R = RECORD

SHEET 1 0F 2



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the mans of the State of Iowa.

12-09-2022 MICHAEL R. FAGLE

License number 8505

My license renewal date is December 31,2022

Pages or sheets covered by this sea SHEETS 1 AND 2 OF 2

590

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 101

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 101:

A parcel of land situated in part of Lot 12 of Cedar Heights "Division F", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northwesterly corner of said Lot 12; thence South 63°52'05" East (assumed bearing for the purpose of this description) along the Northeasterly line of said Lot 12, also being the Southwesterly right-of-way line of Greenwood Avenue, 44.80 feet; thence South 25°53'16" West, 6.99'; thence North 63°58'30" West, 15.20 feet to the beginning of a curve concave Southeasterly and having a 20.00-foot radius and a 28.25-foot long chord bearing South 71°05'23" West; thence Southwesterly along said curve, 31.37 feet; thence South 26°09'17" West, 24.22 feet; thence South 09°46'45" West, 2.59 feet; thence North 83°46'43" West, 6.92 feet to the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive; thence North 06°44'41" East along the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive, 10.75 feet; thence North 25°44'41" East along the Westerly line of said Lot 12, also being the Easterly right-of-way line of West Ridgewood Drive, 45.95 feet (46.00 feet record) to the Point of Beginning.

Temporary Easement = 841 Square Feet of which 347 Square Feet is Acquisition.

Area of Temporary Easement = 494 Square Feet.



(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made the	nis
day of , 20, by Jeffrey J. Byrd and Wayne A. Twitchell, a	3
married couple, contract sellers, and Erik Hanson, single, contract buyer ("Grantor")	
and City of Cedar Falls, a municipality organized under the laws of the State of loward	
("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable	
consideration, the receipt of which is hereby acknowledged, Grantor hereby sells,	
grants and conveys unto Grantee a temporary easement under, through, and across	s the
following described real estate which is owned by Grantor:	

- 1. <u>Purpose.</u> This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. <u>No Obstructions.</u> Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

- 5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

SRANTORS: X 44/ m.f. B. B. Jeffrey J. Byrd	X Wayne A. Twitchell
State of Four) County of Black Hawk)	
This record was acknowledged before me on to 2014, by Jeffrey 2- Byrd and	
Compriss My Comprise 29, 2024	Signature of notarial officer Stamp Title of Office
JADEN WELCH Commission Number 851128 My Commission Expires September 29, 2024	[My commission expires Sept 19, 2014]

GRANTORS;	
x Gy h	X
Erik Hanson	Ву:
State of Zowa)	
County of Black Hawk)	
This record was acknowledged before me	e on the 11 day of April ,
2024, by Erik Hanson	, Grantors.
	11/11/11
	May Well
	Signature of notarial officer
JADEN WELCH Commission Number 851128	Stamp
Commission Number 851128 My Commission Expires September 29, 2024	[Zowal Notaly]
	Title of Office
	IMv commission expires: Sent 29,2029

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, low foregoing Temporary Construction	wa ("Grantee"), does hereby accept and approve the n Easement Agreement.
Dated this day of	, 20
	GRANTEE:
	CITY OF CEDAR FALLS, IOWA
	Daniel Laudick, Mayor
ATTEST	
Kim Kerr, CMC City Clerk	
State of	
County of	
This instrument was acknown 20, by Daniel Laudick, Mayor, a Falls, Iowa.	wledged before me on, and Kim Kerr, CMC, City Clerk, of the City of Cedar
	Notary Public in and for the State of Iowa
My Commission Expires:	

	Index Legend
Location:	Part of Lot 2 of Cedar Heights "Division H" in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Jeffery J. Byrd
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, 10WA, 50703, 319-232-6531

ACQUISITION PLAT

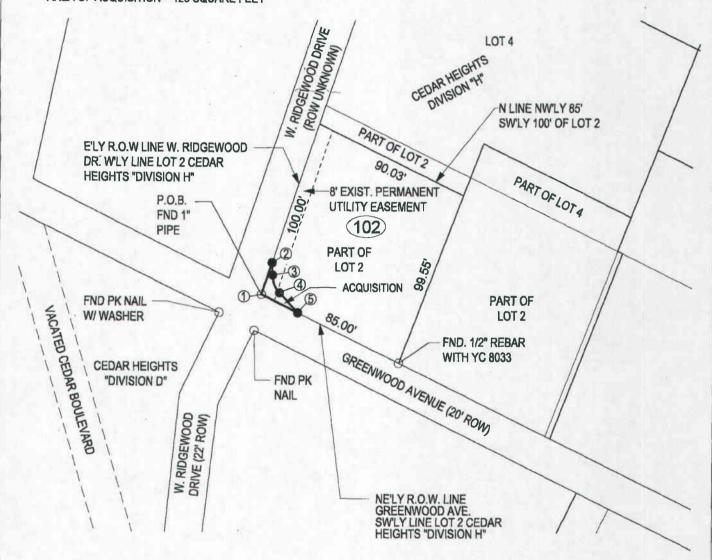
ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

OWNER: JEFFERY J. BYRD 2204 GREENWOOD AVENUE CEDAR FALLS, IOWA 50613

PROJECT PARCEL 102

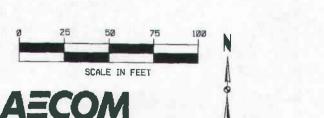
AREA OF ACQUISITION = 128 SQUARE FEET



	В	ear	ing / Distance Acquisition	1					
			N 18°, 41 ' 50 " E 18.69'						
2	То	3	S 01° 12' 52 " E	6.83'					
3	To	4	R = 15.00' L = 10.95'						
	LC = S 22°08'04" E 10.71'								
4	То	5	S 43 ° 03 ' 17 " E	15.03					
5	To	1	N 63 ° 52 ' 05 " W	22.76					

■ = SET 1/2" REBAR WITH YELLOW PLASTIC CAP 8505
 ○ = PROPERTY CORNER FOUND (AS NOTED)

REVISED MAY 11, 2023



MICHAEL E. TACLE \$505

I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a diry Liransed and Surveyor unifitted tall if the State of lova.

Ob-11-202

MICHAEL R. FAGLE 05-11-2023

License number 8505

My license renewal date is December 31,2024 Pages or sheets covered by this seal: SHEETS 1 AND 2 OF 2

SHEET 1 0F 2

ACQUISITION PLAT

ACQUISITION IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 102

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 102:

A parcel of land situated in part of Lot 2 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Beginning at the Southwesterly corner of said Lot 2; thence North 18°41′50″ East (assumed bearing for the purpose of this description) along the Westerly line of said Lot 2, also being the Easterly right-of-way line of West Ridgewood Drive, 18.96 feet; thence South 01°12′52″ East, 6.83 feet to the beginning of a curve concave Northeasterly and having a 15.00-foot radius and a 10.71-foot long chord bearing South 22°08′04″ East; thence Southeasterly along said curve, 10.95 feet; thence South 43°03′17″ East, 15.03 feet to the Southwesterly line of said Lot 2, also being the Northeasterly right-of-way line of Greenwood Avenue; thence North 63°52′05″ West along the said right-of-way line, 22.76 feet to the Point of Beginning.

Containing 128 Square Feet.



(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Con	struction Easement Agreement ("Agreement") is made this
day of	, 20, by Peter D. Yezek, a single person ("Grantor"),
and City of Cedar Falls, a n	nunicipality organized under the laws of the State of Iowa
("Grantee"). In consideration	on of the sum of one dollar (\$1.00), and other valuable
	f which is hereby acknowledged, Grantor hereby sells,
grants and conveys unto G	rantee a temporary easement under, through, and across the
	ate which is owned by Grantor:

- 1. <u>Purpose</u>. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. <u>Restoration of Easement Area.</u> Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. <u>No Obstructions</u>. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

- 5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

CRANTORS: X	<u>x</u>
State of <u>Lowa</u>) County of <u>Black Hawk</u>)	
This record was acknowledged before me of 2024, by Peter D. Yeze	on the 8 day of April, Grantors.
JADEN WELCH Commission Number 851128 My Commission Expires September 29, 2024	Signature of notarial officer Stamp [Iowa Notary] Title of Office

[My commission expires: Sept. 26,2034

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Ceregoing Temporary		rantee"), does hereby accept and approve the ment Agreement.
Dated this	day of	, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Daniel Laudick, Mayor
ATTEST		
Kim Kerr, CMC City Clerk		
State of)	
County of)	
	nt was acknowledge lick, Mayor, and Kir	ed before me on, m Kerr, CMC, City Clerk, of the City of Cedar
		Notary Public in and for the State of Iowa
My Commission Expi	res:	

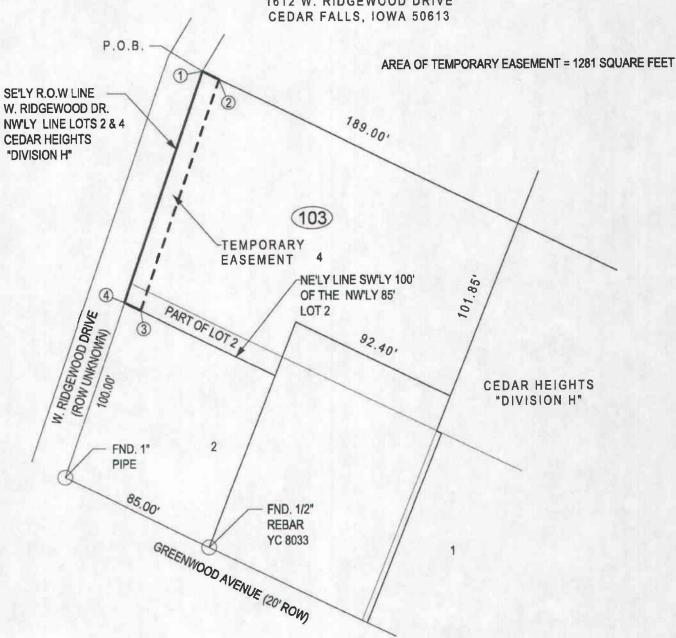
	Index Legend			
Location:	Part of Lot 2 and Lot 4 of Cedar Heights "Division H", Cedar Falls, Iowa			
Requestor:	City of Cedar Falls, Iowa			
Proprietor:	Peter D. Yezek			
Surveyor:	Michael R. Fagle			
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703			
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595			

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

TEMPORARY EASEMENT PLAT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 103

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271 OWNER: PETER D. YEZEK 1612 W. RIDGEWOOD DRIVE



	Bearing / Distance Temporary Easement							
1	То	2	S	63 °	52 '	05 "	Е	9.99'
2	То	3	S	18 °	51 '	28 "	W	131.76'
3	То	4	N	63 °	52 '	05 "	W	9.62
4	То	1	N	18 °	41 '	50 "	E	131.81' 131.50' R





447.40' R = RECORD

SHEET 1 0F 2



SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the land of Iowa.

08-24-2022

08-24-2022

MICHAEL R. FAGLE

License number 8505

My license renewal date is December 31,2022 Pages or sheets covered by this seal: SHEETS 1 AND 2 OF 2

Item 28.

TEMPORARY EASEMENT PLAT

IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 103

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 103:

A parcel of land situated in part of Lot 2 and Lot 4 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northwesterly corner of said Lot 4; thence South 63°52′05″ East (assumed bearing for the purpose of this description) along the Northeasterly line of said Lot 4, a distance of 9.99 feet; thence South 18°51′28″ West, 131.76 feet to the Northeasterly line of the Southwesterly 100.00 feet of the Northwesterly 85.00 feet of said Lot 2; thence North 63°52′05″ West along said Northeasterly line, 9.62 feet to the Northwesterly line of said Lot 2, also being the Southeasterly right-of-way line of West Ridgewood Drive; thence North 18°41′50 " East along the Northwesterly lines of said Lots 2 and 4, also being the Southeasterly right-of-way line of West Ridgewood Drive, 131.81 feet (131.50 feet record) to the Point of Beginning.

Containing 1281 Square Feet.



(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Constru	action Easement Agreement ("Agreement") is made this
day of	, 20, by Robin D. Guy and Todd Seelye, her
husband ("Grantor"), and City of	of Cedar Falls, a municipality organized under the laws of
the State of Iowa ("Grantee").	In consideration of the sum of one dollar (\$1.00), and
other valuable consideration, the	ne receipt of which is hereby acknowledged, Grantor
hereby sells, grants and conve	ys unto Grantee a temporary easement under, through,
and across the following descri	ibed real estate which is owned by Grantor:

- 1. <u>Purpose.</u> This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. <u>No Obstructions.</u> Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

- 5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GF	RANTORS:	
X	206m D	Lug

Robin D. Guy

State of

County of Black Haw K

This record was acknowledged before me on the $\frac{\mathcal{E}}{\text{day of }}$ day of $\frac{\text{April}}{\text{day of }}$

2024, by Robin D. Guy and Todd Seelye, Grantors.

Signature of notarial officer

Stamp

My Commission Expires September 29, 2024 Title of Office

[My commission expires: Sept 29, 10]4

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

reregering remperent	y Construction Ease	rantee"), does hereby accept and approve the ment Agreement.
Dated this	day of	, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Daniel Laudick, Mayor
ATTEST		
Kim Kerr, CMC City Clerk		
State of	,	
County of)	
This instrume 20, by Daniel Lau Falls, lowa.	ent was acknowledge dick, Mayor, and Kir	ed before me on m Kerr, CMC, City Clerk, of the City of Cedar
20, by Daniel Lau	ent was acknowledgedick, Mayor, and Kir	m Kerr, CMC, City Clerk, of the City of Cedar
20, by Daniel Lau	ent was acknowledge dick, Mayor, and Kir	ed before me on

	Index Legend			
Location:	Part of Lot 6 of Cedar Heigths "Division H" in the city of Cedar Falls, Iowa			
Requestor:	City of Cedar Falls, Iowa			
Proprietor:	Robin D. Guy			
Surveyor:	Michael R. Fagle			
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222 Waterloo, Iowa, 50703			
Return To AECOM, mike.fagle@aecom.com - 319-874-659				

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

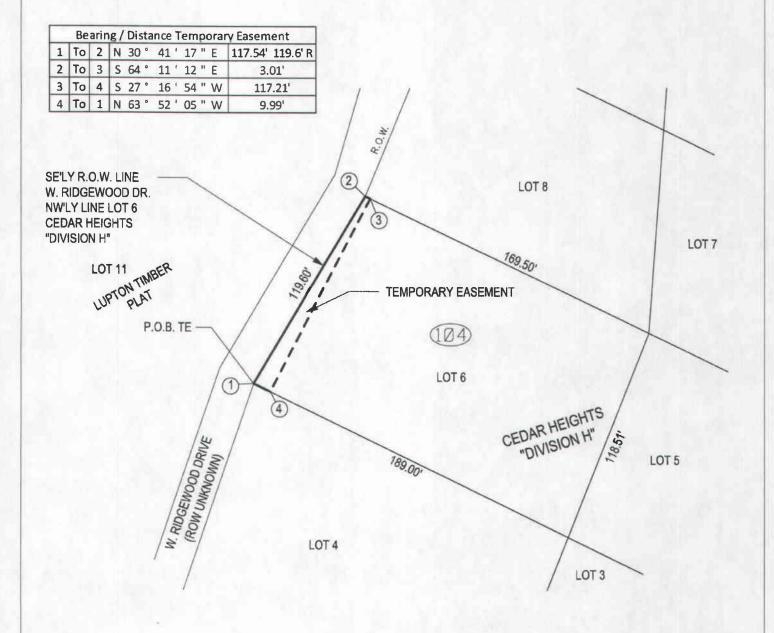
TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 104

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

OWNER: ROBIN D. GUY 1606 GREENWOOD AVENUE CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT = 761 SQUARE FEET



SCALE IN FEET

AECOM



SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surv

08-24-2022

MICHAEL R. FAGLE

License number 8505

My license renewal date is December 31, 2022 Pages or sheets covered by this seal: SHEETS 1 AND 2 OF 2

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 104

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

Description Acquisition Parcel 104:

A parcel of land situated in part of Lot 6 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 6; thence North 30°41′17″ East (assumed bearing for the purpose of this description) along the Northwesterly line of said Lot 6, also being the Southeasterly right of way line of West Ridgewood Drive, 117.54 feet (119.60 feet record) to the Northwesterly corner of said Lot 6; thence South 64°11′12″ East along the Northeasterly line of said Lot 6, a distance of 3.01 feet; thence South 27°16′54″ West, 117.21 feet to the Southwesterly line of said Lot 6; thence North 63°52′05″ West along the Southwesterly line of said Lot 6, a distance of 9.99 feet to the Point of Beginning.

Containing 761 Square Feet.



(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

U. A.	This Ter	mporary Co	nstruction Easer	ment Agreem	nent ("Ag	reement")	is made this
16	day of	April	, 20 <u>щ</u> by	Heather Ha	rbach ("C	Grantor"),	and City of
Cedar	Falls, a	municipality	organized unde	er the laws of	f the Stat	te of Iowa	("Grantee"). In
			of one dollar (\$1.				
receipt	of which	h is hereby	acknowledged, (Grantor here	by sells,	grants an	d conveys unto
Grante	e a tem	porary ease	ement under, thro	ough, and ac	ross the	following	described real
estate	which is	owned by	Grantor:				

- 1. <u>Purpose</u>. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. <u>No Obstructions.</u> Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

- 5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

X NUMBERS: Heather Harbach	×
State of)	
County of Black Hawk)	
This record was acknowledged before me o	n the 16h day of April,
2024, by Heather Harbach	, Grantors.
	The und
	Signature of notarial officer
	Stamp
JADEN WELCH Commission Number 851128 My Commission Expires September 29, 2024	[IGWA NOTARY] Title of Office
	[My commission expires: 5 pt 29; 2024

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Dated this	day of	, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Daniel Laudick, Mayor
ATTEST		
Kim Kerr, CMC City Clerk		
)	
)	
	nt was acknowledged	d before me on Kerr, CMC, City Clerk, of the City of Cedar
County of This instrumer 20, by Daniel Laud	nt was acknowledged	

	Index Legend
Location:	Part of Lot 8 of Cedar Heigths "Division H"
	in the city of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Heather Harbach
Surveyor:	Michael R. Fagle
Company:	AECOM
	Michael R. Fagle, 501 Sycamore Street, Suite 222,
	Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

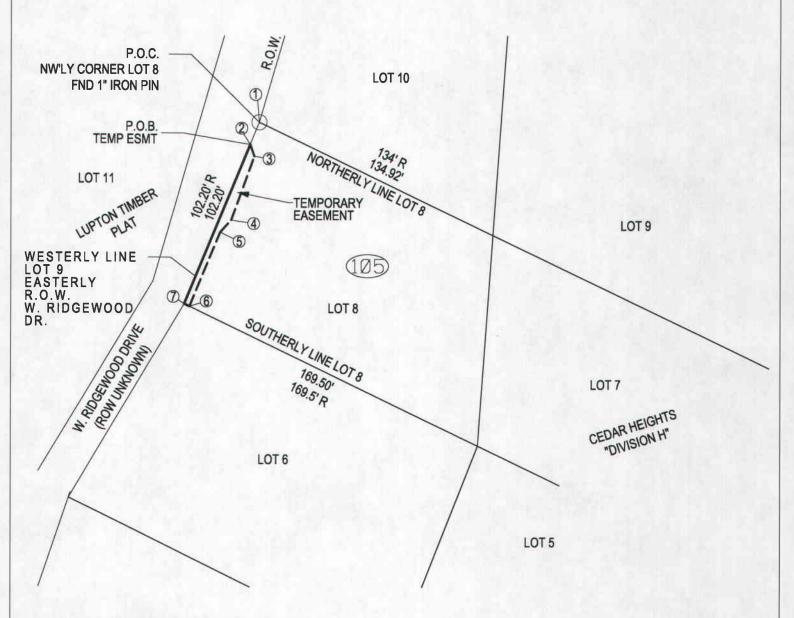
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-8531

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271 OWNER: HEATHER HARBACH 1522 RIDGEWOOD DR CEDAR FALLS, IOWA 50613

PROJECT PARCEL 105

TEMPORARY EASEMENT = 350 SQUARE FEET



	Be	arir	g/	Dista	nce T	emp	orar	y Easement
1	То	2	S	22°	23 '	16 "	W	12.53'
2	То	3	S	19°	27 '	59 "	E	6.47'
3	То	4	S	19°	55 '	16 "	W	35.34'
4	То	5	S	41°	53 '	36 "	W	8.50'
5	То	6	S	22 °	23 '	16 "	W	41.72'
6	То	7	N	64 °	11 '	12 "	W	3.01'
7	To	1	N	22 °	23 1	16 "	F	89 67'

= PROPERTY CORNER FOUND (AS NOTED)

REVISED JULY 3, 2024



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the land of this table of love.

Middle Myle 07-03-2024

License number 8505

My license renewal date is December 31, 2 Pages or sheets covered by this seal:

615

SCALE IN FEET SHEET 1 OF 2

AECOM

Item 28.

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 105

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 105:

A parcel of land situated in part of Lot 8 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Commencing at the Northwesterly corner of said Lot 8; thence South 22°23′16″ West (assumed bearing for the purpose of this description) along the Westerly line of said Lot 8, also being the Easterly right-of-way of West Ridgewood Drive, 12.53 feet to the Point of Beginning; thence South 19°27′59″ East, 6.47 feet; thence South 19°55′16″ West, 35.34 feet; thence South 41°53′36″ West, 8.50 feet; thence South 22°23′16″ West, 41.72 feet to the Southerly line of said Lot 8; thence North 64°11′12″ West along said Southerly line, 3.01 feet to the Southwesterly corner of said Lot 8; thence North 22°23′16″ East along the Westerly line of said Lot 8, also being the Easterly right-of-way line of West Ridgewood Drive, 89.67 feet to the Point of Beginning

Containing 350 Square Feet.



(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

See Temporary Easement Exhibit attached (the "Easement Area").

- 1. <u>Purpose.</u> This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. <u>No Obstructions.</u> Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

- 5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

				_	_	
GR	А	N٦	ΓO	R	S	١

Dary E. Andersen and Janice K. Andersen Revocable Trust

anice K. Andersen, Trustee

State of Iowa

County of Black Hawk)

This record was acknowledged before me on the 5 day of April

2024, by Daryl E. Anderson and Janice K. Anderson, Grantors.

JADEN WELCH Commission Number 851128 My Commission Expires September 29, 2024

Signature of notarial officer

Stamp

I Iowa Notary
Title of Office

[My commission expires: Sup 19 100]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, loward foregoing Temporary Construction	a ("Grantee"), does hereby accept and approve the Easement Agreement.
Dated this day of	, 20
	GRANTEE:
	CITY OF CEDAR FALLS, IOWA
	Daniel Laudick, Mayor
ATTEST	
Kim Kerr, CMC City Clerk	
State of)
County of	
This instrument was acknow 20, by Daniel Laudick, Mayor, an Falls, Iowa.	ledged before me on, id Kim Kerr, CMC, City Clerk, of the City of Cedar
	Notary Public in and for the State of Iowa
My Commission Expires:	

	Index Lege
Location:	Part of Lot 10 of Cedar Heigths "Division H" in the City of Cedar Falls, Iowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Daryl E. Andersen Trust & Janice K. Andersen Trust
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATER 00, 10WA, 50703, 319-232-6531

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 106

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

OWNER: DARYL E. ANDERSEN TRUST & JANICE K. ANDERSEN TRUST 1514 W RIDGEWOOD DR CEDAR FALLS, IOWA 50613

TEMPORARY EASEMENT = 890 SQUARE FEET W. RIDGEWOOD DR. (ROW UNKNOWN) **LOT 13** LUPTONTIMBER LOT 12 (2) 3 CEDARHEIGHTS **LOT 11** "DIVISION H W'LY LINE LOT 10-E'LY R.O.W. W. RIDGEWOOD DR. **TEMPORARY EASEMENT** P.O.B. S'LY LOT 10 4 CORNER LOT 10 (5) FND. 1" PIPE 1 6 LOT 9 LOT 8

	Ве	arir	g / Dista	nce Temporan	/ Easement
1	То	2	N 16°	11 ' 18 " E	103.80'
2	То	3	S 64°	17 ' 04 " E	10.06'
3	То	4	S 16°	08 ' 41 " W	77.75'
4	То	5	S 68°	02 ' 32 " W	6.74'
5	То	6	S 19°	29 ' 33 " W	17.42'
6	То	1	S 68 °	38 ' 01 " W	4.63'

SCALE IN FEET

SHEET 1 OF 2

= PROPERTY CORNER FOUND (AS NOTED)

SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision end that I am a duly licensed Land Surveyorund the last at the state of local

08-24-2022

License number 8525

My license renewal date is December 31. 2022

Item 28.

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 106

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 106:

A parcel of land situated in part of Lot 10 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Southwesterly corner of said Lot 10; thence North 16°11′18″ East (assumed bearing for the purpose of this description) along the Westerly line of said Lot 10, also being the Easterly right of way line of West Ridgewood Drive, 103.80 feet; thence South 64°17′04″ East along the Northerly property line of said Lot 10, a distance of 10.06 feet; thence South 16°08′41″ West, 77.75 feet; thence South 68°02′32″ West, 6.74 feet; thence South 19°29′33″ West, 17.42 feet; thence South 68°38′01″ West, 4.63 feet to the Point of Beginning,

Containing 890 Square Feet.



(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of _______, 2024, by Charles W. Hall, a single person ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the "Easement Area").

- 1. <u>Purpose.</u> This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. No Obstructions. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

- 5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS: Charles W. Hall	X
State of Town () County of Black Howe ()	
This record was acknowledged before mo	e on the 15 day of Juke,, Grantors.
	Signature of notarial officer
	[Notary in and for the State of lowa] Title of Office
	[My commission expires: 9-3-2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

	edar Falls, Iowa ("Grar Construction Easeme	ntee"), does hereby accept and approve the ent Agreement.
Dated this	day of	, 20
		GRANTEE:
		CITY OF CEDAR FALLS, IOWA
		Daniel Laudick, Mayor
ATTEST		
Kim Kerr, CMC City Clerk		
State of)	
County of)	
	nt was acknowledged dick, Mayor, and Kim l	before me on, Kerr, CMC, City Clerk, of the City of Cedar Notary Public in and for the State of Iowa
		Notary Public in and for the State of lowar
My Commission Exp	pires:	

	Index Legend				
Location:	Part of Lot 16 of Cedar Heigths "Division H"				
	in the city of Cedar Falls, Iowa				
Requestor:	City of Cedar Falls, Iowa				
Proprietor:	Charles Hall				
Surveyor:	Michael R. Fagle				
Company:	AECOM				
	Michael R. Fagle, 501 Sycamore Street, Suite 222,				
	Waterloo, Iowa, 50703				
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595				

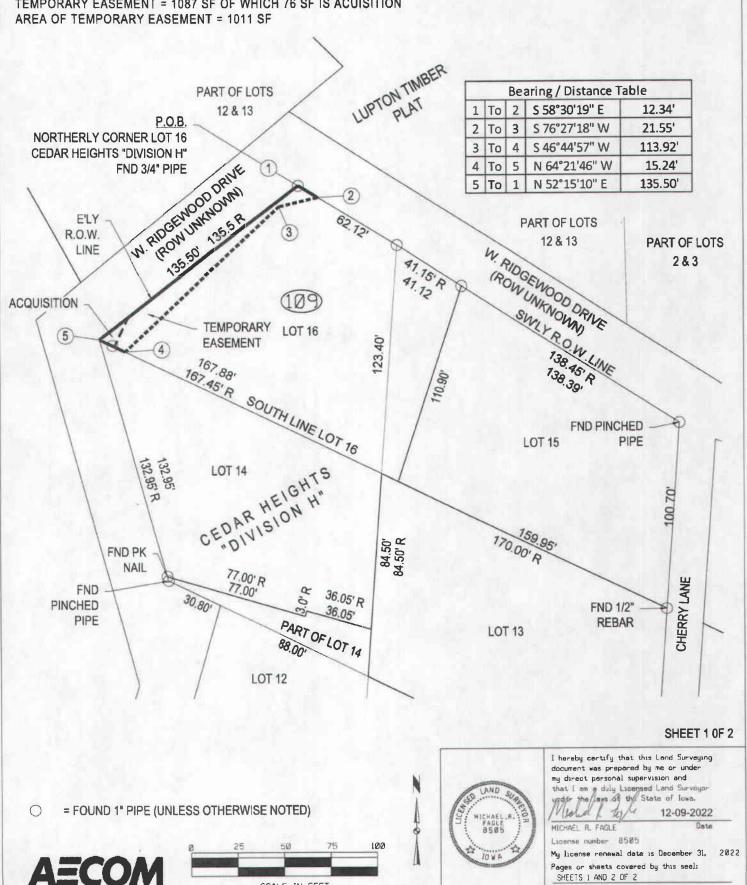
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 109 OWNER: CHARLES HALL 1424 W RIDGEWOOD DR CEDAR FALLS, IA 50613

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

TEMPORARY EASEMENT = 1087 SF OF WHICH 76 SF IS ACUISITION



SCALE IN FEET

SHEETS 1 AND 2 OF 2

Item 28.

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 109

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 109:

A parcel of land situated in part of Lot 16 of Cedar Heights "Division H" in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Beginning at the Northerly corner of Lot 16 of said Cedar Heights Division H; thence South 58°30′19″ East along the Southwesterly Right of Way line of West Ridgewood Drive, 12.34 feet; thence South 76°27′18″ West, 21.55 feet; thence South 46°44′57″ West, 113.92 feet to the South line of said Lot 16; thence North 64°21′46″ West along said South line, 15.24 feet to the Easterly Right of Way line of West Ridgewood Drive; thence North 52°15′10″ East along said Easterly Right of Way line, 135.50 feet to the Point of Beginning.

Temporary Easement Contains 1087 Square Feet of which 76 Square Feet is Acquisition.

Total Area of Temporary Easement is 1011 Square Feet.



(319)273-8600

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary C	onstruction Easement Agreement ("Agreement") is made this
day of	, 20, by Victor E. Schrage and Brooke L. Schrage,
husband and wife ("Gran	tor"), and City of Cedar Falls, a municipality organized under
the laws of the State of lo	owa ("Grantee"). In consideration of the sum of one dollar
(\$1.00), and other valuab	le consideration, the receipt of which is hereby acknowledged
Grantor hereby sells, gra	nts and conveys unto Grantee a temporary easement under,
through, and across the f	ollowing described real estate which is owned by Grantor:

See Temporary Easement Exhibit attached (the "Easement Area").

- 1. <u>Purpose.</u> This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. <u>No Obstructions</u>. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a

continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

- 5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of the Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or within 12 months of the commencement of construction by the Grantee on the Grantor's property, whichever comes first.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTORS: X Crew Schw Victor E. Schrage	x Bollope Brooke L. Schrage
State of Flack Hawk)	
This record was acknowledged before me on 2024, by Victor E Schrage +	
JADEN WELCH Commission Number 851128 My Commission Expires September 29, 2024	Signature of notarial officer Stamp [Fowa Notary] Title of Office

[My commission expires: Sept 29, 2024]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Ceo foregoing Temporary		tee"), does hereby accept and approve the ent Agreement.
Dated this	day of	, 20
		GRANTEE:
		SIVIIVIEE.
		CITY OF CEDAR FALLS, IOWA
		Daniel Laudick, Mayor
ATTEST		
Kim Kerr, CMC City Clerk		
State of)	
County of)	
This instrumen 20, by Daniel Laudi Falls, Iowa.	t was acknowledged ick, Mayor, and Kim k	before me on, Kerr, CMC, City Clerk, of the City of Cedar Notary Public in and for the State of Iowa
My Commission Expir	res:	

	Index Legend
Location:	Part of Lot 15 of Cedar Heigths "Division H"
	in the city of Cedar Falls, lowa
Requestor:	City of Cedar Falls, Iowa
Proprietor:	Victor E. & Brooke L. Schrage
Surveyor:	Michael R. Fagle
Company:	AECOM
	Michael R. Fagle, 501 Sycamore Street, Suite 222,
	Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

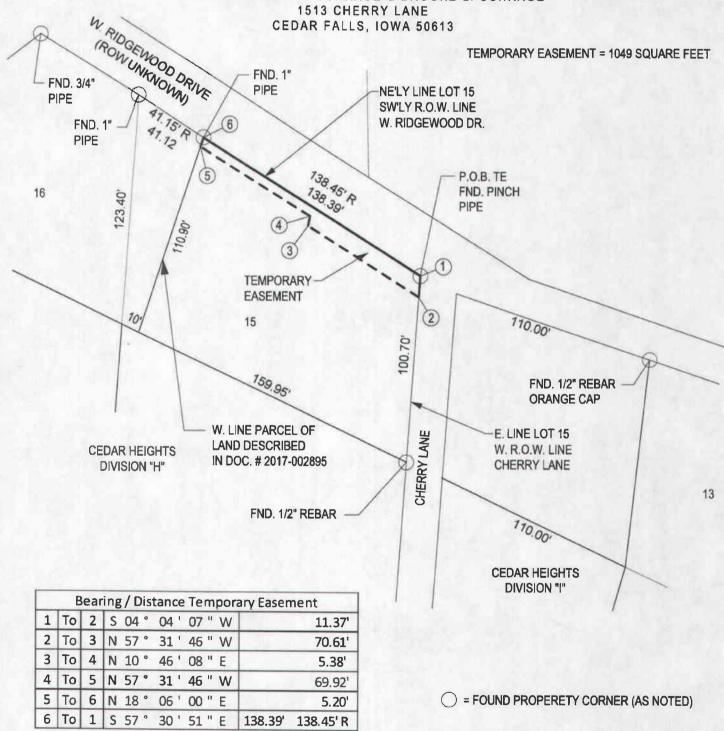
PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 110

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

OWNER: VICTOR E. SCHRAGE & BROOKE L. SCHRAGE



8 25 50 75 100 SCALE IN FEET





SHEET 1 0F 2

SIGNED AUGUST 24, 2022



I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor

MICHAEL R. FAGLE Date

License number 8505

My license renewal date is December 31, 2022

Pages or sheets covered by this seal: SHEETS 1 AND 2 OF 2

633

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

PROJECT PARCEL 110

CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT CEDAR FALLS, IOWA CITY PROJECT NO. RC-09-3271

Description Temporary Easement Parcel 110:

A parcel of land situated in part of Lot 15 of Cedar Heights "Division H", City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows.

Beginning at the Northeasterly corner of said Lot 15; thence South 04°04′07″ West (assumed bearing for the purpose of this description) along the East line of said Lot 15, also being the West right-of-way line of Cherry Lane, 11.37 feet; thence North 57°31′46″ West, 70.61 feet; thence North 10°46′08″ East, 5.38 feet; thence North 57°31′46″ West, 69.92 feet to the West line of a parcel of land described in Document Number 2017-002895 and recorded in Office of the Black Hawk County Recorder; thence North 18°06′00″ East along said West line, 5.20 feet to the Northeasterly line of said Lot 15, also being the Southwesterly right-of-way line of West Ridgewood Drive; thence South 57°30′51″ East along the Northeasterly line of said Lot 15, also being the Southwesterly right-of-way line of West Ridgewood Drive, 138.39 feet (138.45 feet record) to the Point of Beginning.

Containing 1049 Square Feet.





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: Ben Claypool, Principal Engineer, PhD, PE

DATE: July 8, 2024

SUBJECT: Main Street Reconstruction (6th St. to University)

City Project Number: RC-000-3283

Temporary Easements

The City of Cedar Falls is currently reconstructing Main Street from 6th Street to University Avenue from a 4-lane roadway to a 3-lane roadway. Included in the project are the intersections at Seerley Boulevard, 18th Street, and 12th Street. The project also includes improvements to the water main, sanitary sewer, storm sewer, sidewalks, and other miscellaneous roadway items. The project has required the acquisition of temporary easements from one-hundred twenty-nine (129) properties to complete construction. Two additional temporary easements are required to complete the work.

Parcel #	Owner	Address/Parcel ID	Acquisition Type
29/30	2C Properties, LLC	2018 Main Street	Temporary Easement

Attached is a map of the entire project where these properties can by identified by parcel number.

The City has already used a combination of General Obligation and Street Construction Funds for the design and right of way portion of this project and would continue to utilize those funding sources for these easements. If approved, City staff will complete the easement acquisition process for these parcels.

The Engineering Division of the Public Works Department recommends that the City Council state their support in the form of a resolution approving the easement acquisitions and authorize the Mayor to execute the agreements for the Main Street Reconstruction Project.

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

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

Lisa Roeding, City Controller/Treasurer



CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2018 Main St.

County Tax Parcel No: 891413402019

Parcel Number: 29

Project Name: Main St. Reconstruction

Project Number: RC-000-3283

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of ______, 2024, by and between 2C Properties, LLC, ("Seller"), and the City of Cedar Falls, lowa, ("Buyer").

 Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The "Premises")

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

2. In consideration of Seller's conveyance of a temporary easement interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

BREAKDOWN: ac. = ac	res	sq. ft. = square feet	
Land by Fee Title		sq. ft.	\$
Underlying Fee Title		sq. ft.	\$
Temporary Easement	250	sq. ft.	\$ 400.00
Permanent Easement		sq. ft.	\$
Buildings		•	\$
Additional Damages:			\$
Total			\$ 400.00

Payment shall be due on the closing date unless otherwise specified as follows: 60 days after Buyer approval

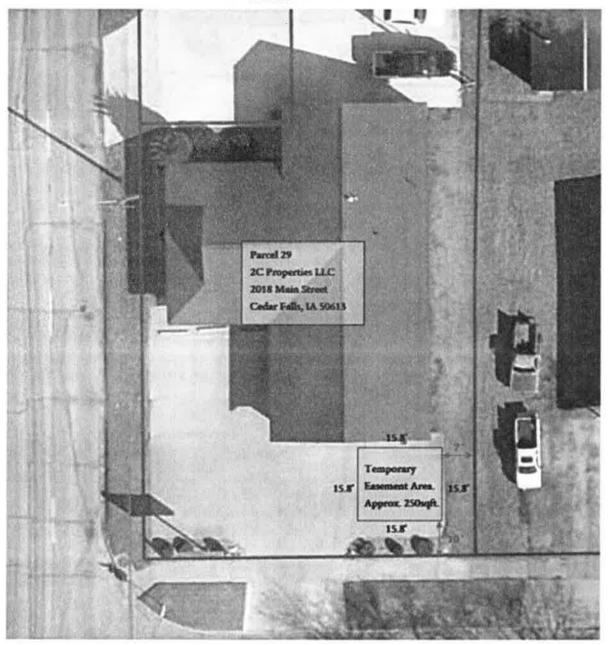
- Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit B.
- 4. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller accepts the above amount as full and fair compensation for the easement granted herein, other than as provided in paragraph 8 below.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, and payment of the agreed upon price. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter herein and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

	-year right to renegotiate construction or maintenance ing of this Agreement as required by Section 6B.52 of the
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFI we the undersigned claimants certify the total lump su	CATION: Upon due approval and execution by the Buyer, um payment shown herein is just and unpaid.
SELLER: 2C Properties, LLC Kouren Roth 6/20/24 Date	Arf 6 (24) Date
State of <u>Towa</u> County of <u>Black Hawk</u>	
This record was acknowledged before m	en the alday of June, 2024 by
Signature of notarial officer	May 28, 2027 Commission Expirés
CITY OF CEDAR FALLS, IOWA (BUYER)	JOANNE GOODRICH Commission Number 790191 My Commission Expires May 28, 2027
By: Daniel Laudick, Mayor	
ATTEST:	
By: Kim Kerr, CMC City Clerk	
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:	
This instrument was acknowledged before me on the _ Mayor, and Kim Kerr, CMC, City Clerk, of the City of C	

My Commission Expires:

Notary Public in and for the State of Iowa

Exhibit A



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

ction Easemer	nt Agreement ("/	Agreement") is	made this
_, 20, by <u>20</u>	Properties, LL	C ("Grantor"),	and City of
inized under th	ne laws of the S	tate of lowa ("(Grantee"). In
dollar (\$1.00)	, and other valu	able considera	ation, the
owledged, Gra	intor hereby sell	s, grants and o	conveys unto
under, throug or:	h, and across th	ne following de	scribed real
	_, 20, by <u>20</u> nized under the dollar (\$1.00) wledged, Gra under, throug	_, 20, by <u>2C Properties, LL</u> nized under the laws of the Si dollar (\$1.00), and other valu- wledged, Grantor hereby sell under, through, and across th	ction Easement Agreement ("Agreement") is _, 20, by <u>2C Properties, LLC</u> ("Grantor"), a nized under the laws of the State of Iowa ("C dollar (\$1.00), and other valuable consideral owledged, Grantor hereby sells, grants and c under, through, and across the following de or:

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose</u>. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. <u>No Obstructions.</u> Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

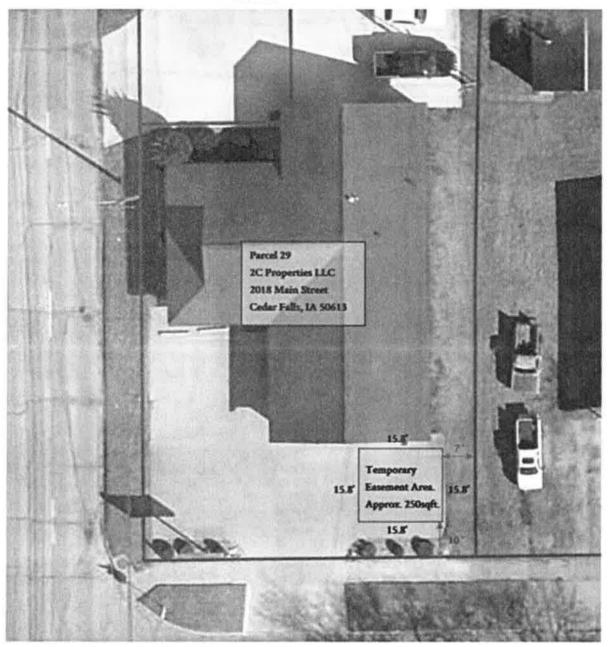
- 5. <u>Grantor's Use.</u> The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:	N ES
3 -/m	x Maraser Title: Maraser
State of <u>Towa</u>)	
County of Black Hawk)	
This record was acknowledged before me on the 20 4, by Karen FJohn Roth, as	e 20th day of June, members of
	Joanne Loodrick
	Signature of notarial officer
	Stamp Stamp JOANNE GOODRICH Commission Number 790191 My Commission Expires May 28, 2027
	Title of Office
	Title of Office
	[My commission expires: 5/28/27]

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, low foregoing Temporary Construction	va ("Grantee"), does hereby accept and approve the Easement Agreement.
Dated this day of	, 20
,	GRANTEE:
	CITY OF CEDAR FALLS, IOWA
	Daniel Laudick, Mayor
ATTEST	
Kim Kerr, CMC City Clerk	
State of	
County of)
	vledged before me on, nd Kim Kerr, CMC, City Clerk, of the City of Cedar
	Notary Public in and for the State of Iowa
My Commission Expires:	

Exhibit A



CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Property Address: 2018 Main St.

County Tax Parcel No: 891413402022

Parcel Number: 30

Project Name: Main St. Reconstruction

Project Number: RC-000-3283

THIS OWNER PURCHASE AGREEMENT is entered into on this _____ day of ______, 2023, by and between 2C Properties, LLC, ("Seller"), and the City of Cedar Falls, Iowa, ("Buyer").

 Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The "Premises")

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

2. In consideration of Seller's conveyance of a temporary easement interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

BREAKDOWN: ac. = a	icres	sq. ft. = square feet	
Land by Fee Title		sq. ft.	\$
Underlying Fee Title		sq. ft.	\$ Control Control
Temporary Easement	750	sq. ft.	\$ 1.00
Permanent Easement		sq. ft.	\$
Buildings			\$
Additional Damages:	Concrete	e Repairs	\$ 4,365
Total		•	\$ 4,366

Payment shall be due on the closing date unless otherwise specified as follows: 60 days after Buyer approval

- Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit B.
- 4. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller accepts the above amount as full and fair compensation for the easement granted herein, other than as provided in paragraph 8 below.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, and payment of the agreed upon price. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the

- Seller related to the subject matter herein and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: 2C Properties, LLC

Karen Roth Goods

Date

State of Towa

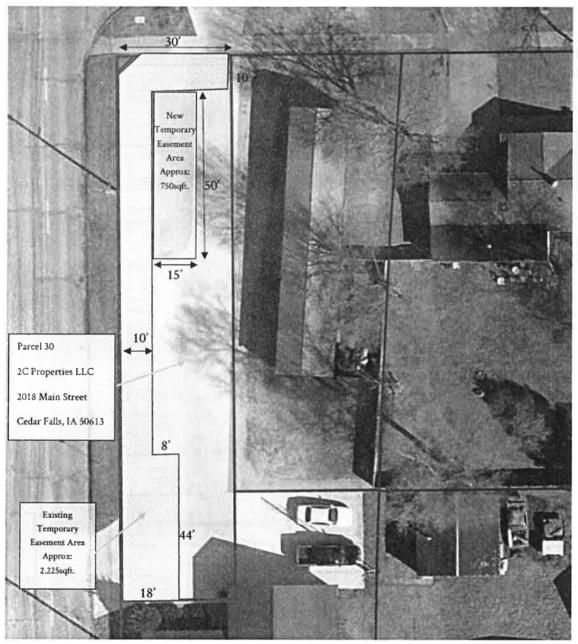
County of Black Hawk

This record was acknowledged before me on the Joan of June 2024, by Karen and Joh Roth as Members of 2C Properties LLC

Signature of notarial officer

Commission Expires

Exhibit A



TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

istruction Ea	sement Ag	reement ("	'Agreemer	nt") is made this
, 20,	by 2C Pro	perties, LL	C ("Grant	or"), and City of
f one dollar (S	\$1.00), and	l other valu	able cons	sideration, the
acknowledge	d, Grantor	hereby sel	ls, grants	and conveys unto
ment under, t	through, an	d across t	he followir	ng described real
Frantor:				
	, 20, organized u f one dollar (acknowledge	, 20, by <u>2C Pro</u> organized under the law f one dollar (\$1.00), and acknowledged, Grantor ment under, through, an	, 20, by <u>2C Properties, LL</u> organized under the laws of the S f one dollar (\$1.00), and other valu acknowledged, Grantor hereby sel ment under, through, and across t	nstruction Easement Agreement ("Agreemer, 20, by <u>2C Properties, LLC</u> ("Grantorganized under the laws of the State of low fone dollar (\$1.00), and other valuable consacknowledged, Grantor hereby sells, grantsment under, through, and across the followir Grantor:

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose.</u> This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. <u>No Obstructions.</u> Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

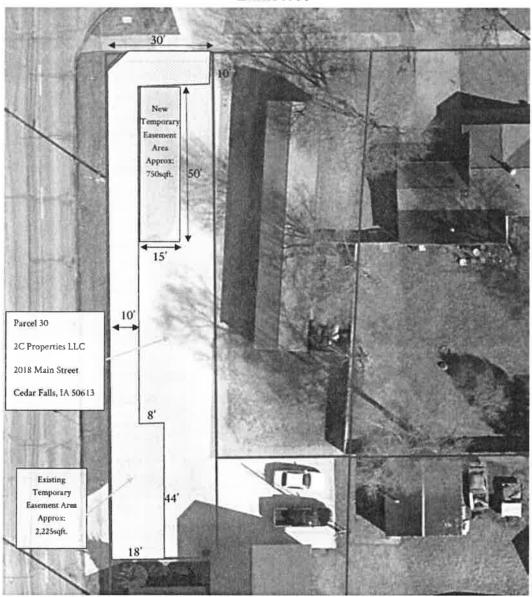
- 5. <u>Grantor's Use.</u> The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall terminate upon completion of the Project and final acceptance of public improvements by the City Council, or by 12/31/2025, whichever comes first.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor:	1 1
By: Karen Roth Date	x Juff c/30/29 By: Sohn Roth Date
Title: Owner/Manager	Title: Manager
State of <u>Towa</u>) County of <u>Black Hawk</u>)	
This record was acknowledged before me on the 2024, by <u>Karen & John Roth</u> , as	
	Joanne Loodrick
	Signature of notarial officer JOANNE GOODRICH
	Stamp JOANNE GOODRICH Commission Number 790191 My Commission Expires May 28, 2027
	Title of Office
	[My commission expires: 5/28/27]
	LIVIN COMMINISSION GAPINGS.

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Granted foregoing Temporary Construction Easement	e"), does hereby accept and approve the Agreement.
Dated this day of	, 20
	GRANTEE:
	CITY OF CEDAR FALLS, IOWA
	Daniel Laudick, Mayor
ATTEST	
Kim Kerr, CMC City Clerk	
State of)	
County of)	
This instrument was acknowledged bef 20, by Daniel Laudick, Mayor, and Kim Ker Falls, Iowa.	
	Notary Public in and for the State of Iowa
My Commission Expires:	

Exhibit A





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 Daniel Laudick Green and City Council

FROM: Ben Claypool, Principal Engineer, PhD, PE

DATE: July 15, 2024

SUBJECT: Viking Rd and Prairie Parkway Intersection Improvements Project

City Project Number: RC-232-3308

Right of Way Acquisition

The City of Cedar Falls is planning to reconstruct the intersection of Viking Road at Prairie Parkway by converting the stop-controlled intersection to a roundabout. Work will also include the installation of curbed medians between Andrea Drive and Prairie Parkway. The project will require the acquisition of two (2) temporary construction easements, two (2) fee title acquisitions for right-of-way, and one (1) Crop Loss Agreement with the tenant farmer from a total of three (3) property owners. The owners of the following two (2) properties have accepted our offers:

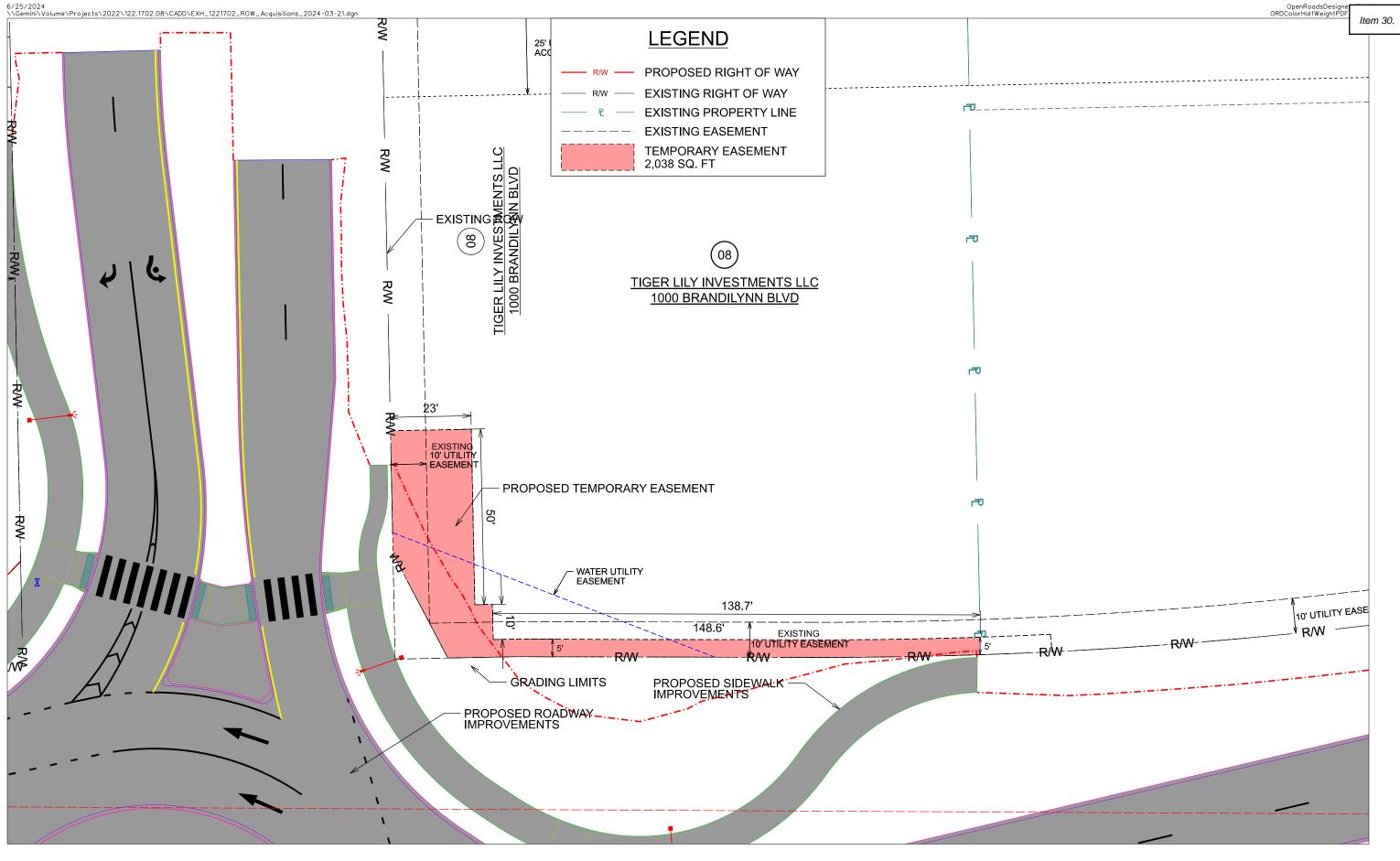
Parcel #	Owner	Address/Parcel ID	Acquisition Type
6	Deere & Company	891331101003	Fee Title & Crop Loss Agreement (w/Tenant Farmer)
8	Tiger Lilly Investments, LLC	1000 Brandilynn Blvd	Temporary Easement

Attached are maps depicting these properties and the associated acquisition limits. Also attached are the individual Owner Purchase Agreements for the new easements and fee title acquisitions, the Crop Loss Agreement for the tenant farmer for Parcel 6, and the documentation for them.

The City will be using the Pinnacle Prairie Tax Increment Financing as the funding source for the design and right-of-way portion of this project. The City entered into a Professional Services Agreement with Snyder and Associates, Inc., of Cedar Rapids, Iowa, on June 6, 2023 for this work. If approved, staff will prepare the necessary documents and will complete the acquisition process for the parcels.

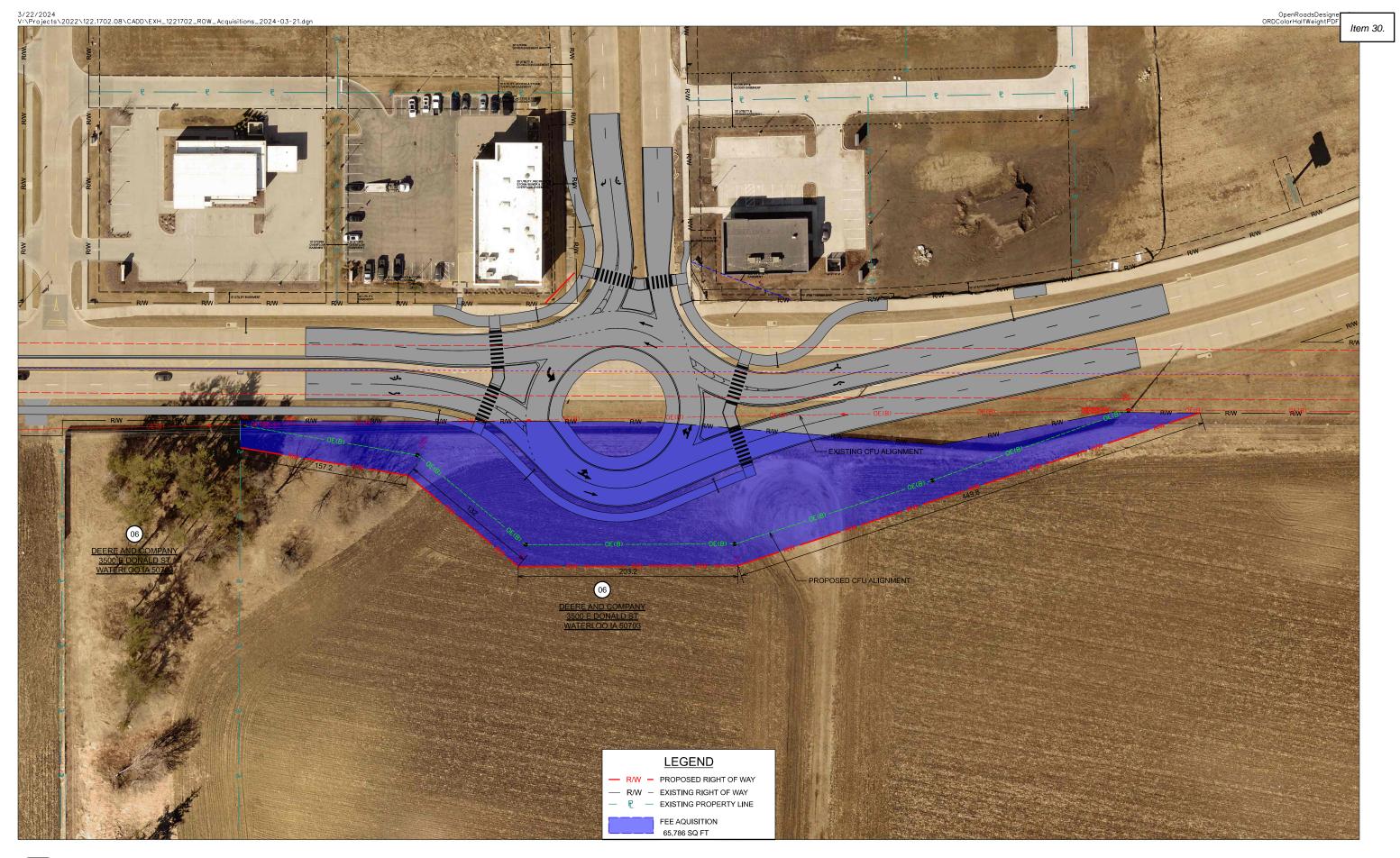
Staff recommends that the City Council state their support in the form of a resolution approving the fee title, easement acquisitions, and crop loss agreement and authorizing the Mayor to execute the agreements for the Viking Rd and Prairie Parkway Intersection Improvements Project.

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









DEERE AND COMPANY PROPERTY ACQUISITION





CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Рагс	erty Address: ADJ. E el Number: 6 ect Name: PRAIRIE P	VIKING RD	Proje	nty Tax Parcel No: 8913 ect Number: 122.1702.0 I IMPROVEMENTS	
		GREEMENT is entered i			, 2024,
by an	d between Deere & Co	mpany, Seller, and the C	City of Cedar F	alls, Iowa, Buyer.	
1.		to buy and Seller hereby a erred to as the "Premises"		ey Seller's interests in the fo	llowing real
		See Attached Acquisition	Plat and Legal	Description (Exhibit A)	
	purposes through an	ovements of whatever type exercise of the power of e dentified above ("Project"	minent domain	e Premises. This acquisitio for the construction of the p	n is for public public
2.	including any easeme	ents as are described here	in. Seller cons	hts, title and interests in the ents to any change of grade nd all damages arising ther	of the adjacent
3.	AGREE THAT EXCEL ACTING FOR OR OR STATEMENT OR PR QUALITY, VALUE, PI SPECIFICATIONS OF PREMISES FOR OR THE PREMISES; THA ITS OWN INVESTIGATIONS WARRANTY OF SEL EXPRESSLY CONTACT CONVEYANCE OF T BUYER DOES HERE KIND OR TYPE WHA HEREIN, WHETHER LIMITATION, THOSE PURPOSE, TENANTACT COMPLIANCE BY THE	PT AS EXPRESSLY SET I BEHALF OF SELLER, H OMISE TO BUYER CON HYSICAL ASPECTS OR OF F THE PREMISES, THE F INTO ANY PARTICULAR AT IN ENTERING INTO T ATION AND HAS NOT RE LER, OR ANYONE ACTIF INED IN THIS AGREEME HE PREMISES IN ITS "A BY WAIVE AND SELLER TSOEVER WITH RESPE EXPRESSED OR IMPLIE OF MARKETABILITY, M ABILITY, HABITABILITY, HE PREMISES WITH ANY LUDING, WITHOUT LIMIT	FORTH HERE AS MADE ANY CERNING THE CONDITION THE EASIBILITY, E USE, OR ANY HIS AGREEME ELIED UPON AI NG FOR OR OI ENT AND IS THE S IS" "WITH AL OOES HEREE CT TO THE PE ED, INCLUDING ERCHANTABIL USE AND ALL APPLICABLE TATION, ZONIN	S AGREEMENT, SELLER A IN, NEITHER SELLER, NO Z REPRESENTATION, WAR E PREMISES, THE HABITA HEREOF, ANY DIMENSION DESIRABILITY, CONVERTIN Z OTHER MATTER WITH R ENT, BUYER IS RELYING S NY REPRESENTATION, ST N BEHALF OF SELLER, OTH HEREBY ACCEPTING THE LL FAULTS" CONDITION; A REMISES OTHER THAN AS EMISES O	R ANYONE RRANTY, BILITY, IS OR BILITY OF THE ESPECT TO SOLELY ON TATEMENT OR THER THAN AS AND THAT NTIES OF ANY S SET FORTH ON BUT NOT RTICULAR TO AND IDITIONS OF
4.	In consideration of Se to Seller the following		er's interest in t	he Premises to Buyer, Buye	er agrees to pay
	Payment Amount	Agreed Perfor	mance	Date	
	\$	on right of pos	session		
	\$	on conveyance			
	\$	on surrender of			

\$ 206,091.00	on possession and	60 days after Buyer approval
\$ 206,091.00	conveyance TOTAL LUMP SUM	
BREAKDOWN: ac. = a	cres sq. ft. = square feet	
Land by Fee Title	65,786 sq. ft.	\$69,500.00
Underlying Fee Title	0 sq. ft.	\$
Temporary Easement	<u>0</u> sq. ft.	\$
Permanent Easement	0sq. ft.	\$
Buildings		\$
Damages		\$136,591.00

- 5. Seller grants to the City a Fee Acquisition interest as shown on the attached acquisition plat. Seller also agrees to execute a Special Warranty Deed, in the forms attached hereto.
- 6. Possession of the Premises shall be given to Buyer at Closing.; provided, however, upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data. In the event Closing does not occur, any inspection or test performed by Buyer that requires or results in any material damage to or alteration of the Premises, shall be, at Buyer's own expense, restored to its prior condition.
- 7. At Closing, Buyer agrees to grant Seller an encroachment over, across and upon the Premises so that Seller can complete construction and installation of a border fence, which will separate Seller's retained property from the Premises. The encroachment agreement defines the construction term.
 - 8. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
 - 9. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 10. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 11. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

DEERE AND COMPANY

Cary M. Arensdorf, Manager of Real Estate Transactions

Date

STATE OF IOWA, COUNTY OF SCOTT, ss:

This instrument was acknowledged before me on the 3 day of Arensdorf as Manager of Real Estate Transactions of Deere and Company.

, 2024, by Cary M.

Public in and for the State of Iowa

My Commission Expires:

9-19-25



CITY OF CEDAR FALLS, IOWA (BUYER)			
By: Daniel Laudick, Mayor			
ATTEST:			
By: Kim Kerr, CMC, City Clerk			
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:			
This instrument was acknowledged before me on the Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the C			, by Daniel
My Commission Expires:	Notary Public in and for the S	State of Iowa	

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO: TIMOTHY W. FORINASH SNYDER & ASSOCIATES, INC. 900 BELL DRIVE SW **CEDAR RAPIDS, IOWA 52404** 319-362-9394 TWFORINASH@SNYDER-ASSOCIATES.COM SERVICE PROVIDED BY: SNYDER & ASSOCIATES, INC. SURVEY LOCATED: FRACTIONAL NW 1/2 SEC. 31-T89N-R13W REQUESTED BY: CITY OF CEDAR FALLS PROPRIETOR:

AREA ABOVE RESERVED FOR RECORDER

EXHIBIT "A" RIGHT-OF-WAY ACQUISITION PLAT

DESCRIPTION

DEERE AND COMPANY

That part of the Northwest Fractional Quarter of the Northwest Fractional Quarter of Section 31, Township 89 North, Range 13 West of the 5th P.M., Cedar Falls, Black Hawk County, Iowa, described as follows:

Commencing as a point of reference at the Northwest Corner of said Section 31;

Thence South 00° 14' 31" West 45.45 feet along the west line of said Northwest Fractional Quarter of the Northwest Fractional Quarter to the southerly right-of-way of Viking Road, said point being the point of beginning;

Thence South 89° 51' 43" East 381.76 feet along said right-of-way;

Thence South 85° 23' 36" East 266.11 feet along said right-of-way;

Thence North 79° 18' 17" East 161.48 feet along said right-of-way;

Thence South 89° 39' 39" East 80.00 feet along said right-of-way;

Thence South 71° 38' 46" West 448.59 feet:

Thence South 89° 49' 21" West 203.19 feet;

Thence North 5° 27' 45" West 131.96 feet;

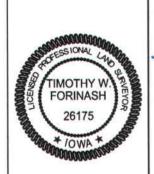
Thence North 80° 35' 49" West 157.17 feet to the west line of said Northwest Fractional Quarter of the Northwest Fractional Quarter;

Thence North 00° 14' 31" East 25.00 feet along said west line to the point of beginning and containing 1.51 acres (65,786 square feet) more or less.

PROPERTY OWNER DEERE AND COMPANY

PREPARED FOR CITY OF CEDAR FALLS

DATE OF SURVEY JANUARY 14, 2022



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 Professional Land Surveyor under the laws of the State of lowa.

Timothy W. Forinash, PLS

26175 License Number

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:

SHEETS 1 AND 2 OF 2.

PRAIRIE PARKWAY & VIKING ROAD INTERSECTION IMPROVEMENTS

PARCEL 06 - DEERE AND COMPANY



900 BELL DRIVE SW CEDAR RAPIDS, IOWA 52404 (319)362-9394

SHEET 1 OF 2 PN: 122,1702

T-R-S:T89N-R13W-S31

DATE: 03/19/2024

PM/TECH: TWF

FOUND %" **IRON ROD**

L1

S89°51'43"E 381

NORTH LINE FRL. NW 1/2 SEC. 31-89-13

S85°23'36"E 266.11" (M & R)

N79°18'17"E 161.48' (M & R)

RIGHT-OF-WAY ACQUISITION PLAT

EAST 5 ACRES NE 1/4 NE 1/4 SECTION 36-T89N-R14W WARRANTY DEED **BOOK 489, PAGE 306**

NW CORNER SEC. 31-89-13 FOUND ½" IRON ROD YELLOW CAP #8505 FILE# 2009-00019915

POINT OF BEGINNING FOUND ½" IRON ROD YELLOW CAP #8505

S89°49'21"W 203.19'

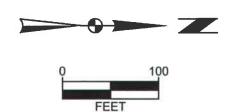
65,786 SF 1.51 AC

N0°14'31"E 1278.11'

WEST LINE FRL. NW 1/4 FRL. NW 1/4 SEC. 31-89-13

SW CORNER NW 1/4 NW 1/4 SEC. 31-89-14 FOUND ½" IRON ROD RED CAP #16775 FILE #2016-00017262

> WARRANTY DEED WINTERNA DIELE



	LINE TABLE				
LINE#	BEARING	DIST. (FT)			
L1	S00° 14' 31"W	45.45			
L3	N00° 14' 31"E	25.00			
14	S89° 39' 39"E	80.00			

LEGEND

FEATURES ½" Rebar, Cap # 8505 w/Yellow Plastic Cap (Unless Otherwise Noted) ½" Rebar, Cap # 26175 w/Yellow Plastic Cap Measured Bearing & Distance

Recorded Distance Deed Distance Platted Distance **Acquisition Area**

0 RDP

FOUND

SET

N 1/4 CORNER **CONCRETE MONUMENT**

BOOK 297, PAGE 185

SEC. 31-89-13 FOUND ½" IRON ROD ORANGE CAP #17162

PRAIRIE PARKWAY & VIKING ROAD INTERSECTION IMPROVEMENTS

PARCEL 06 - DEERE AND COMPANY



900 BELL DRIVE SW CEDAR RAPIDS, IOWA 52404 (319)362-9394

SHEET 2 OF 2 PN: 122.1702

T-R-S:T89N-R13W-S31 DATE: 03/19/2024

PM/TECH: TWF

CROP LOSS AGREEMENT

Buyer / Project:	City of Cedar Falls	
Parcel / Seller:	6 – Deere & Company	
Tenant Name:	Rousselow Brothers Farms	
The City of Cedar Falls by Deere & Company Easement Acquisition Plat.		the Buyer), has, or will, acquire property owned Seller), and legally described on the attached
The above-named person(s) planted crops on the property		eller as a tenant for farming purposes who has
The Buyer agrees that a payr is based upon the market price Survey" harvesting costs.	nent of (\$1,063.14) will be rece of the crop less the Iowa S	nade to the Tenant for all crops affected, which State University's "Iowa Farm Custom Rate
Tenant agrees to settle obligathem provides, and Tenant reoccur between Tenant and Se	cleases the Buyer from all re	h rent or crop share, as the Agreement between sponsibility for any and all disputes which may
Tenant will protect and defer any other persons rendering		ns by Seller, Seller's/Tenant's suppliers, and
This agreement is inclusive or changes in the soil condition		aimed by Seller/Tenant due to temporary on of the project.
Any extensions of this Agree	ement must be approved in w	vriting by the City.
TENANT Rousselow Bathers For By: Qu'e Rausse	ign s	BUYER
By: Pale Kousse	la_	By:
Date: 6-21-24		Date:

CROP LOSS DAMAGE SETTLEMENT CALCULATIONS

City of Cedar Falls Buyer / Project:

6 - Deere & Company Parcel / Seller: Rousselow Brothers Farms Tenant Name:

rop	Yield	Price/Bushel	Year 1	Year 2	Year 3	Year 4	Year 5	Total \$
Soybeans	60 Bu/Acre	\$12.00	\$1080.00	80	80	80	0\$	\$1080.00
			100%	75%	20%	25%	10%	

Less Harvesting Costs - 1.50 Acre @ \$11.24/Acre

Total Harvesting Costs (Based on current Iowa State University's "Iowa Farm Custom Rate Survey"

TOTAL DAMAGES

\$1063.14

\$1080.00

Total Yield

\$16.86

ACCEPTANCE:

Buyer Representative:

Rousselow Brathers Forms

6-21-24

Date

Date

Date

CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 1000 BRANDILYNN BLVD

COUNTY TAX PARCEL NUMBER: 891330351027

PROJECT NUMBER: 122.1702.08 PARCEL NUMBER: 8

PROJECT NAME: PRAIRIE PKWY & VIKING RD INTERSECTION IMPROVEMENTS

THIS OWNER PURCHASE AGREEMENT is entered into on this 10 day of 14, 204, by and between TIGER LILY INVESTMENTS, LLC, ("Seller"), and the City of Cedar Falls, Iowa, ("Buyer").

 Buyer hereby agrees to acquire, and Seller hereby agrees to convey, a Temporary Construction Easement.

See Temporary Construction Easement Diagram attached (Exhibit A). (The "Premises")

Acquisition of the Temporary Construction Easement is for the purposes set forth in the Temporary Construction Easement Agreement attached (Exhibit B). The Temporary Construction Easement shall expire upon completion of the Project and acceptance of the Project by the City Council of the City of Cedar Falls unless the Temporary Construction Easement Agreement provides otherwise, in which case the terms of the Temporary Construction Easement Agreement shall control. This acquisition is for public purposes through an exercise of the power of eminent domain.

2. In consideration of Seller's conveyance of a temporary easement interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

BREAKDOWN: ac. = ac	cres	sq. ft. = square feet		
Land by Fee Title		sq. ft.	\$	
Underlying Fee Title		sq. ft.	\$	
Temporary Easement	2,038	sq. ft.	\$5,670	
Permanent Easement		sq. ft.	\$	
Buildings			\$	20
Additional Damages:			\$	
Total			\$5,670	-11

Payment shall be due on the closing date unless otherwise specified as follows:

- Seller agrees to execute a Temporary Construction Easement Agreement in the form attached hereto as Exhibit A.
- 4. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project, except as set forth in Paragraph 8 below.
- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, and payment of the agreed upon price. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the

- Seller related to the subject matter herein and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of lowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:	
Malla Shecher 5/10/24	Date
) Dates	Date
State of Town	
State of Town County of Black Hank	
This record was acknowledged before me	e on the <u>10</u> day of <u>May</u> , 202 <u>4</u> , by
<u>MatthewGardner</u> as	of
Heather Mahood Signature of notarial officer	<u>December 30, 2025</u> Commission Expires
	·
CITY OF CEDAR FALLS, IOWA (BUYER)	HEATHER MAHOOD
27	COMMISSION NO. 801023 MY COMMISSION EXPIRES DECEMBER 30, 2022
By: Daniel Laudick, Mayor	Management of the second of th
ATTEST:	
By: Kim Kerr, CMC	
City Clerk	
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:	
This instrument was acknowledged before me on the Mayor, and Kim Kerr, CMC, City Clerk, of the City of Co	day of, 20, by Daniel Laudick, edar Falls, lowa.
	Notary Public in and for the State of Iowa
My Commission Expires:	Hotaly I ubile III and for the State of lowa

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this day of _______, 20½, by TIGER LILY INVESTMENTS, LLC, ("Grantor"), and City of Cedar Falls, a municipality organized under the laws of the State of lowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose.</u> This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. <u>No Obstructions.</u> Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement crosses. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

- 5. <u>Grantor's Use.</u> The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) thirty-six (36) months following the execution of this Agreement and acceptance by the City Council of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:	
By: Matth Chick	5
Name: Matthew Gardner	
Title: President	
1	
State of)	
County of Black Hawk)	
This record was acknowledged before me on th 20 <u>24</u> by <u>Matthew Gardner</u> , as	resident of
Tiger Lily Investments, LLC	OI
<i>J</i>	
	Heather Manood
	Signature of notarial officer
	Stamp HEATHER MARIOUD COMMISSION NO. 801023
	P 1 2 10 C C 1 1
	Title of Office
	[My commission expires: 12 30 25]
	Liviy Commission expires. 12100125

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee foregoing Temporary Construction Easement	e"), does hereby accept and approve the t t Agreement.
Dated this day of	, 20
	GRANTEE:
	CITY OF CEDAR FALLS, IOWA
	Daniel Laudick, Mayor
ATTEST	
Kim Kerr, CMC City Clerk	
State of)	
County of)	
This instrument was acknowledged be 20, by Daniel Laudick, Mayor, and Kim Ker Falls, lowa.	efore me on, rr, CMC, City Clerk, of the City of Cedar
	Notary Public in and for the State of Iowa
My Commission Expires:	

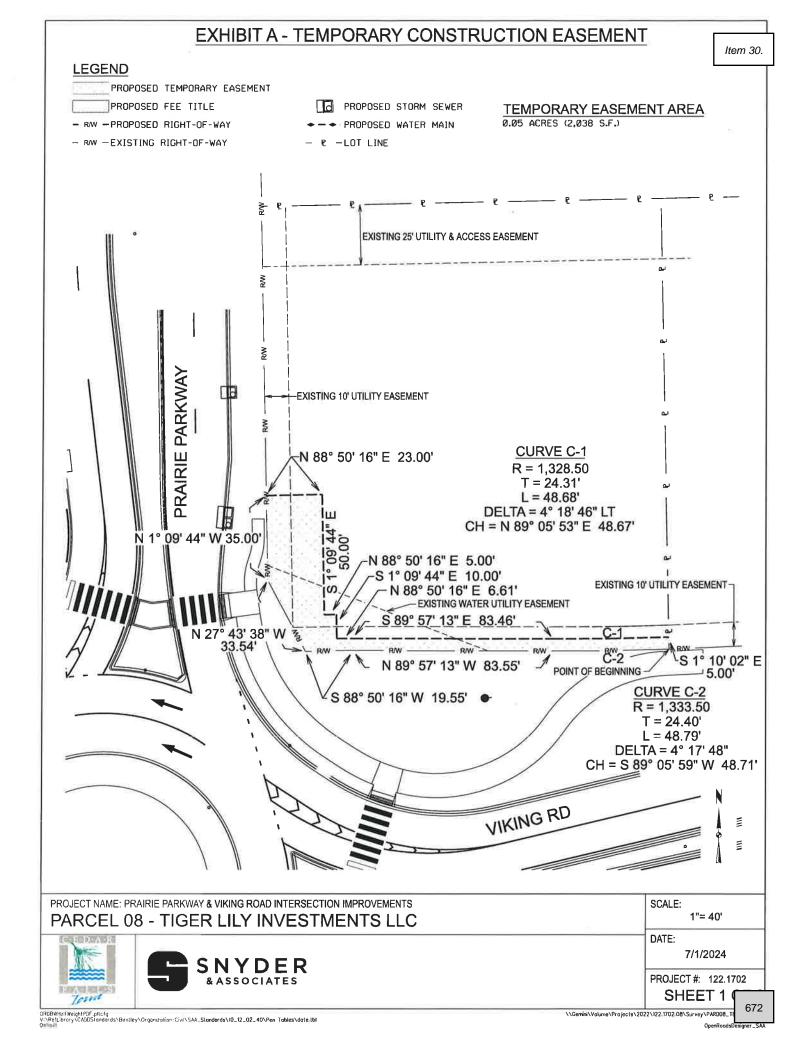


EXHIBIT A - TEMPORARY CONSTRUCTION EASEMENT

Item 30.

LEGAL DESCRIPTION

A PART OF LOT 2, PINNACLE PRAIRIE COMMERCIAL SOUTH PHASE V, CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 2 AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1,333.50 FEET, WHOSE LENGTH IS 48.79 FEET AND WHOSE CHORD BEARS SOUTH 89° 05′ 59″ WEST, 48.79 FEET; THENCE CONTINUING NORTH 89° 57′ 13″ WEST ALONG SAID SOUTH LINE, A DISTANCE OF 83.55 FEET TO THE INTERSECTION OF THE WEST LINE AND THE SOUTH LINE OF SAID LOT 2; THENCE NORTH 27° 43′ 38″ WEST ALONG SAID WEST LINE, A DISTANCE OF 33.54 FEET; THENCE NORTH 1° 09′ 44″ WEST ALONG SAID WEST LINE, A DISTANCE OF 35.00 FEET; THENCE NORTH 88° 50′ 16″ EAST, 23.00 FEET; THENCE SOUTH 1° 09′ 44″ EAST, 50.00 FEET; THENCE NORTH 88° 50′ 16″ EAST, 5.00 FEET; THENCE SOUTH 1° 09′ 44″ EAST, 10.00 FEET; THENCE NORTH 88° 50′ 16″ EAST, 6.61 FEET; THENCE SOUTH 89° 57′ 13″ EAST, 83.46 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 1,328.50 FEET, WHOSE LENGTH IS 48.68 FEET AND WHOSE CHORD BEARS NORTH 89° 05′ 53″ EAST, 48.67 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 1° 10′ 02″ EAST ALONG SAID EAST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES (2,038 S.F.) MORE OR LESS.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

PROJECT NAME: PRAIRIE PARKWAY & VIKING ROAD INTERSECTION IMPROVEMENTS PARCEL 08 - TIGER LILY INVESTMENTS LLC

Tour



SCALE:

1"= 40'

DATE:

7/1/2024

PROJECT#: 122.1702

SHEET 2 OI

\\Gernin\Volume\Projects\2022\122.1702.08\Survey\PAR008_1

673



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: Benjamin Claypool, Principal Engineer, PE, PhD

DATE: July 5, 2024

SUBJECT: Viking Road & Prairie Parkway Intersection Improvements Project

City Project Number: RC-232-3308

Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Viking Road & Prairie Parkway Intersection Improvements Project.

We recommend setting *Monday*, *August* 5th, 2024 at 7:00pm as the date and time for the public hearing on this project and *Friday*, *August* 9th, 2024, at 2pm as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by *Thursday*, *August* 8th, 2024. The Plans and Specifications will be ready for distribution to contractors on *Tuesday*, *July* 16th, 2024 via QuestCDN, allowing more than two (2) weeks of review before contract letting.

This project generally consists of the installation of a roundabout at the intersection of Viking Road and Prairie Parkway, storm sewer, sidewalk, and landscaping within the roundabout center island. Raised Medians will be installed from the proposed roundabout to Andrea Drive.

The total estimated cost for the construction of this project is \$2,532,090.00. The project will be funded by Pinnacle Prairie Tax Increment Financing.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the Viking Road & Prairie Parkway Intersection Improvements Project.

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

OPINION OF PROBABLE PROJECT COSTS



VIKING ROAD AND PRAIRIE PARKWAY INTERSECTION IMPROVEMENTS PROJECT CEDAR FALLS, IOWA PROJECT NO. RC-232-3308

	1		1	1	ı	T	TINOSEC	T NO. RC-232-33
ITEM#	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	DIVISION 1 (CITY)	DIVISION 2 (TSIP)	EXTENDED PRI
1	2010-C	Clearing and Grubbing	1	LS	\$ 12,000.00			\$ 12,000.0
2	2010-D-1	Topsoil, On-site	3400		\$ 5.00			\$ 17,000.0
3	2010-E	Excavation Class 10	5435		\$ 8.00			\$ 43,480.0
<u>4</u> 5	2010-G 2010-G	Subgrade Preparation, 6" Subgrade Preparation, 12"	2792 9537	SY	\$ 1.00 \$ 2.00	\$ 2,792.00 \$ 19,074.00		\$ 2,792.0 \$ 19,074.0
	2010-G 2010-H	Granular Stabilization	558			\$ 15,066.00	\$ 14,130.00	\$ 15,066.0
7	2010-II 2010-J	Subbase, Modified, 12"	9537	SY	\$ 16.50		\$ 116,787.00	\$ 157,360.5
8	2010-M	Compaction Testing	1		\$ 3,500.00		,	\$ 3,500.0
9	3010-C	Trench Foundation	20		\$ 50.00			\$ 1,000.0
10	3010-D	Replacement of Unsuitable Backfill Material	100		\$ 60.00			\$ 6,000.0
11	3010-F	Trench Compaction Testing	1	LS	\$ 2,000.00			\$ 2,000.0
12 13	4020-A-1 4020-A-1	Storm Sewer, Trenched, HDPE, 15" Storm Sewer, Trenched, HDPE, 18"	280 297	LF LF	\$ 45.00 \$ 50.00			\$ 12,600.0 \$ 14,850.0
14	4020-A-1 4020-A-1	Storm Sewer, Trenched, HDPE, 16 Storm Sewer, Trenched, HDPE, 24"	297	LF				\$ 14,650.0
15	4020-A-1	Storm Sewer, Trenched, HDPE PERFORATED, 15"	92	LF				\$ 6,440.0
	4020-A-1	Storm Sewer, Trenched, HDPE PERFORATED, 24"	204	LF	\$ 85.00			\$ 17,340.0
17	4020-A-1	Storm Sewer, Trenched, RCP, 15"	196		\$ 50.00	\$ 9,800.00		\$ 9,800.0
	4020-A-1	Storm Sewer, Trenched, RCP, 24"	70		\$ 95.00			\$ 6,650.0
	4020-D	Removal of Storm Sewer, RCP, 15"	823	LF	\$ 20.00			\$ 16,460.0
20	4040-A	Subdrain, Type 1, PE, 6"	2812		\$ 10.00			\$ 28,120.0
21	4040-C-1 4040-D-1	Subdrain Cleanout, Type A-1, 6" Subdrain Outlets and Connections, CMP, 6"	11 25		\$ 250.00 \$ 160.00		ļ	\$ 2,750.0 \$ 4,000.0
23	5010-A	Water Main, Trenched, DIP, 12"	10		\$ 300.00			\$ 4,000.0
24	5010-A 5010-C-2	Fitting, DI MJ, 12"	156		\$ 20.00			\$ 3,120.0
25	5020-A	Valve, Gate, 12"	1		\$ 2,500.00			\$ 2,500.0
26	5020-C	Fire Hydrant Assembly	1		\$ 6,800.00			\$ 6,800.0
27	5020-G	Valve Box Extension	1		\$ 2,000.00	\$ 2,000.00		\$ 2,000.0
	5020-I	Fire Hydrant Adjustment	1		\$ 1,500.00			\$ 1,500.0
29	5020-J	Fire Hydrant Assembly Removal	1		\$ 1,200.00			\$ 1,200.0
30	6010-A	Manhole, SW-401, 48" Manhole, SW-403, (Inside Dimensions 4'-0" X 9'-0")	2		\$ 5,200.00			\$ 10,400.0
31 32	6010-A 6010-B	Intake, SW-501	1 1		\$ 11,000.00 \$ 4,000.00			\$ 11,000.0 \$ 4,000.0
33	6010-В	Intake, SW-507, Small Box	2		\$ 6,000.00			\$ 12,000.0
34	6010-B	Intake, SW-509, Small Box	4		\$ 9,000.00			\$ 36,000.0
35	6010-B	Intake, SW-512, 24"	1		\$ 3,000.00			\$ 3,000.0
36	6010-B	Intake, SW-545, Extended Opening (7'-10")	3		\$ 9,500.00			\$ 28,500.0
37	6010-B	Intake, SW-545, Extended Opening (11'-10")	1		\$ 10,500.00			\$ 10,500.0
38	6010-G-2	Connection to Existing Intake	1		\$ 2,500.00			\$ 2,500.0
39 40	6010-H-2 7010-A	Remove Intake Pavement, PCC, 8", Class C	7078.2		\$ 750.00 \$ 52.00	\$ 4,500.00	\$ 368,066.40	\$ 4,500.0 \$ 368,066.4
41	7010-A 7010-E	Curb and Gutter, PCC Sloped 6", 2' wide, 8" thick	2076		\$ 37.00	\$ 76,812.00	\$ 300,000.40	\$ 76,812.0
42	7010-E	Curb, PCC, 12" wide, 12.6" thick	289			\$ 11,560.00		\$ 11,560.0
43	7010-G	Concrete Median	427	SY	\$ 125.00			\$ 53,375.0
44	7010-I	PCC Pavement Samples and Testing	1	LS	\$ 3,000.00			\$ 3,000.0
45	7010-999-A	Truck Apron with 8" PCC Base for Pavers	435		\$ 85.00			\$ 36,975.0
46	7010-999-B	Splitter Island with 8" PCC Base for Pavers	230		\$ 125.00			\$ 28,750.0
47 48	7030-A-1 7030-D	Removal of Sidewalk Special Subgrade Preparation for 8' & 10' Sidewalk, 6"	910.4 4257	SY	\$ 10.00 \$ 1.00			\$ 9,104.0 \$ 4,257.0
49	7030-D 7030-E	Sidewalk, PCC, 6"	2878	SY	\$ 37.00			\$ 106,486.0
50	7030-E 7030-F	Brick/Paver, Granite	32	SY	\$ 220.00	\$ 7,040.00		\$ 7,040.0
51	7030-F	Brick/Paver, Rustic Red	633	SY	\$ 170.00	\$ 107,610.00	1	\$ 107,610.0
52	7030-G	Detectable Warning	320	SF	\$ 55.00	\$ 17,600.00		\$ 17,600.0
53	7030-H-1	Driveway, Paved, PCC, 7"	56		\$ 50.00			\$ 2,800.0
54	7030-H-3	Driveway, Granular, 12"	11		\$ 35.00			\$ 385.0
55 56	7040-B 7040-H	Subbase Over-excavation Pavement Removal	215 8374.3	TON				\$ 9,675.0 \$ 50,245.8
56	7040-Н 8010-999-А	Rectangular Rapid Flashing Beacon (RRFB) System A	8374.3		\$ 6.00 \$ 21,600.00	φ 50,∠45.80	\$ 21,600.00	
58	8010-999-A	Rectangular Rapid Flashing Beacon (RRFB) System B	1		\$ 21,600.00		\$ 21,600.00	
	8010-999-A	Rectangular Rapid Flashing Beacon (RRFB) System C	1		\$ 21,600.00		\$ 21,600.00	
60	8010-999-A	Rectangular Rapid Flashing Beacon (RRFB) System D	1		\$ 21,600.00		\$ 21,600.00	
61	8010-999-A	Rectangular Rapid Flashing Beacon (RRFB) System E	1		\$ 21,600.00		\$ 21,600.00	\$ 21,600.0
62	8010-999-A	Rectangular Rapid Flashing Beacon (RRFB) System F	1		\$ 21,600.00		\$ 21,600.00	\$ 21,600.0
	8010-999-B	Remove & Salvage Rectangular Rapid Flashing Beacon (RRFB) System	1					\$ 7,000.0
	8020-B	Painted Pavement Markings, Solvent/Waterborne	42.84					\$ 6,426.0
65 66	8020-G	Painted Symbols and Legends, Solvent/Waterborne Pavement Markings Removed	12				-	\$ 3,000.0 \$ 3,620.0
	8020-K		45.25					
67	8020-999-O	Water Blasted Grooves for Pavement Markings	42.84					\$ 4,712.4

69	8030-A	Temporary Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
70	8040-B	Traffic Signs by Area	143.5	SF	\$ 28.00		\$ 4,018.00
71	8040-D	Perforated Square Steel Tube Posts	242	LF	\$ 20.00	\$ 4,840.00	\$ 4,840.00
72	8040-I	Removal and Reinstallation of Sign	2	EA	\$ 250.00	\$ 500.00	\$ 500.00
73	8940-999-A	Removal of Signs	13	EA	\$ 150.00	\$ 1,950.00	\$ 1,950.00
74	8999-A	Lighting, Overhead	1	LS	\$ 134,000.00	\$ 134,000.00	\$ 134,000.00
75	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 5	1.04	AC	\$ 4,500.00	\$ 4,680.00	\$ 4,680.00
76	9010-B	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 6 (Salt-Resistant)	3.40	AC	\$ 5,500.00	\$ 18,700.00	\$ 18,700.00
77	9010-D	Watering	340	MGAL	\$ 95.00	\$ 32,300.00	\$ 32,300.00
78	9030-D	Plants with Warranty	1	LS	\$ 37,800.00	\$ 37,800.00	\$ 37,800.00
79	9040-A-2	SWPPP Management	1	LS	\$ 2,500.00		\$ 2,500.00
80	9040-D-1	Filter Sock, 8"	5812	LF	\$ 2.00	\$ 11,624.00	\$ 11,624.00
81	9040-D-2	Filter Socks, Removal	5812	LF	\$ 1.00	\$ 5,812.00	\$ 5,812.00
82	9040-O-1	Stabilized Construction Entrance	150	TON	\$ 40.00	\$ 6,000.00	\$ 6,000.00
83	9040-T-1	Inlet Protection Device, Surface Applied	12	EA	\$ 100.00		\$ 1,200.00
84	9040-T-2	Inlet Protection Device, Maintenance	12	EA	\$ 20.00		\$ 240.00
85	9030-999-A	Mulch, Shredded Bark	24	CY	\$ 200.00		\$ 4,800.00
86	9030-999-B	Mulch, Rock	4	CY	\$ 300.00		\$ 1,200.00
87	9040-N-1	Silt Fence or Silt Fence Ditch Check	2184	LF	\$ 4.00	\$ 8,736.00	\$ 8,736.00
88	9040-N-2	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	6	EA	\$ 1,500.00		\$ 9,000.00
89	9040-N-3	Silt Fence or Silt Fence Ditch Check, Removal of Device	2184	LF	\$ 1.00		\$ 2,184.00
90	9060-E	Fence Removal	1464	LF	\$ 8.00	\$ 11,712.00	\$ 11,712.00
91	9080-C	Safety Rail, 42"	30	LF	\$ 175.00		\$ 5,250.00
92	9920-999-A	Mowing	33	AC	\$ 300.00		\$ 9,900.00
93	11,020-A	Mobilization	1	LS	\$ 190,000.00		\$ 190,000.00
94	11,050-A	Concrete Washout	1	LS	\$ 1,500.00		\$ 1,500.00
95	0000-999-A	Monuments	1	LS	\$ 155,000.00		\$ 155,000.00
96	0000-999-B	Limestone Edging, 6" Wide x 6" Tall	8	TON	\$ 915.00		\$ 7,320.00
97	0000-999-D	Electrical & Lighting	1	LS	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00

Subtotal (rounded): \$ 1,687,400.00 \$ 628,610.00 \$ 2,301,900.00 Contingency (10%): \$ 250,190.00 \$ 2,532,090.00

DAILY INVOICES FOR 07/15/24 COUNCIL MEETING

PREPARED 07/09/2024, 10:32:37

ACCOUNT ACTIVITY LISTING

PAGE 1 ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS			
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND 101-0000-213.00-00 CURRENT LIABILITY / SALES TAX PAYABLE 2127 12/24 AP 06/07/24 0007506 IOWA DEPT.OF REVENUE MONTHLY SALES TAX RECREATION	5,455.87		07/02/24
ACCOUNT TOTAL	5,455.87	0.0	5,455.87
101-1008-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 2127 12/24 AP 06/14/24 0007512 ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	13.05		07/02/24
ACCOUNT TOTAL	13.05	.00	13.05
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 2127	05.40	25.02	07/02/24 07/02/24
2127 12/24 AP 06/12/24 0007502 FARMERS STATE BANK DEPOSIT TICKET BOOKS	96.49		07/02/24
ACCOUNT TOTAL	96.49	25.02	71.47
101-1026-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FUUD/MILEAGE/LOD) 2143 12/24 AP 06/12/24 0400257 RODENBECK, JENNIFER RMB:TRVLGFOA CONFERENCE ORLANDO, FL	2,137.52		06/26/24
ACCOUNT TOTAL	2,137.52	_{ii} • 0 0	2,137.52
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 2127	71.46		07/02/24
ACCOUNT TOTAL	71.46	.00	71.46
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES 2127 12/24 AP 06/26/24 0007504 FARMERS STATE BANK VOYA OUTGOING WIRE 06/28/24 PAYROLL	20.00		07/02/24
2127 12/24 AP 06/03/24 0007503 FARMERS STATE BANK OUTGOING WIRE FEE DEBT SERVICE PRINCIPAL	20.00		07/02/24
ACCOUNT TOTAL	40.00	7.00	40.00
101-1038-441.81-32 PROFESSIONAL SERVICES / TUITION ASSISTANCE 2162 12/24 AP 06/26/24 0400277 SHAFER, SAM	1,305.00		06/28/24
TUITION REIMBURSEMENT PERSONAL LEADERSHIP DEV. 2162 12/24 AP 06/19/24 0400272 LADAGE, ZACH	1,092.00		06/28/24

ACCOUNT ACTIVITY LISTING PAGE 2 PREPARED 07/09/2024, 10:32:37 ACCOUNTING PERIOD 12/2024 PROGRAM GM360L CITY OF CEDAR FALLS

CITY OF CEDAR FALLS		********	
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND 101-1038-441.81-32 PROFESSIONAL SERVICES / TUITION ASSISTANCE TUITION REIMBURSEMENT ADV.WEAPONS OF MASS DEST.	continued		
ACCOUNT TOTAL	2,397.00	.00	2,397.00
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105 2127 12/24 AP 06/06/24 0007509 ISOLVED BENEFIT SERVICES, INC CAFE ADMIN FEE-MAY'24	738.30		07/02/24
ACCOUNT TOTAL	738.30	.00	738.30
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 2127 12/24 AP 06/14/24 0007512 ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	237.96		07/02/24
ACCOUNT TOTAL	237.96	.00	237.96
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE 1749 12/24 AP 05/27/24 0400316 QUADIENT FINANCE USA, INC. POSTAGE	450.00		06/28/24
ACCOUNT TOTAL	450.00	. 00	450.00
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT 1749	296.39 977.87		06/28/24 06/28/24
ACCOUNT TOTAL	1,274.26	. 00	1,274.26
101-1060-423.85-01 UTILITIES / UTILITIES 1749 12/24 AP 06/05/24 0400306 CEDAR FALLS UTILITIES LIBRARY UTILITIES	4,725.79		06/28/24
ACCOUNT TOTAL	4,725.79	<i>□</i> 00	4,725.79
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 1748 12/24 AP 06/10/24 0400319 VESTIS LIBRARY MAT SERVICE	23.55		06/28/24
2127 12/24 AP 06/03/24 0007527 PROFESSIONAL SOLUTIONS MAY CREDIT CARD FEES	25.82		07/02/24
1748 12/24 AP 05/27/24 0400319 VESTIS LIBRARY MAT SERVICE	23.55		06/28/24

ACCOUNT ACTIVITY LISTING PREPARED 07/09/2024, 10:32:37

PROGRAM GM360L

CITY OF CEDAR FALLS

PAGE 3 ACCOUNTING PERIOD 12/2024

GROUP PONTS		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
					1081 21
EIDID 101	GENERAL FUND				
	-423.86-01 REPAIR & MAINTENANCE	/ DEDATE & MAINTENANCE	continued		
3	01/25 AP 06/16/24 0400317	OHADIENT INC	60.00		06/28/24
3		07/16/24-10/15/24	00100		
	QUADIENI METER RENIAD	07/10/24-10/13/24			
	ACCOUNT TOTAL		132.92	.00	132.92
	110000111 101112				
101-1060	-423.89-20 MISCELLANEOUS SERVICE	ES / ADULT BOOKS			
1749	12/24 AP 06/17/24 0400320	WATERLOO PUBLIC LIBRARY	24.99		06/28/24
	ADULT BOOKS (LOST BOOK)				
					0.4.00
	ACCOUNT TOTAL		24.99	.00	24.99
101 1060	400 00 00 MIGGELL ANEOLIG CERVICE	es / volume poors			
1748	-423.89-22 MISCELLANEOUS SERVICE 12/24 AP 06/05/24 0400303	BAKER & TAYLOR BOOKS	15.97		06/28/24
1/40	YOUTH BOOKS (MEM SCHMIDT)	BARER & TATBOR BOOKS	23.37		,,
1748	12/24 AP 05/29/24 0400303	BAKER & TAYLOR BOOKS	15.97		06/28/24
1710	YOUTH BOOKS (MEM SCHMIDT)				
	100111 Doorle (tilli doinille)				
	ACCOUNT TOTAL		31.94	.00	31.94
	-423.89-34 MISCELLANEOUS SERVICE		G: 14.38		06/28/24
1749	12/24 AP 06/14/24 0400303	BAKER & TAYLOR BOOKS	14.38		00/28/24
	BERG 2 RMB SLP '24-YOUNG	ADULT BOOKS BAKER & TAYLOR BOOKS	19.56		06/28/24
1748	12/24 AP 06/11/24 0400303 BERG 2 RMB SLP '24-YOUNG	ADULT BOOKS	17.30		00/20/24
1748	12/24 AP 06/07/24 0400303	BAKER & TAYLOR BOOKS	19.14		06/28/24
1/40	BERG 2 RMB SLP '24-YOUNG	ADULT BOOKS			,
1748	12/24 AP 06/05/24 0400303	BAKER & TAYLOR BOOKS	28.72		06/28/24
1,10	BERG 2 RMB SLP '24-YOUNG	ADULT BOOKS			
1748	12/24 AP 06/05/24 0400303	BAKER & TAYLOR BOOKS	214.46		06/28/24
	BERG 2 RMB SLP '24-YOUNG	ADULT BOOKS			
1748	12/24 AP 05/29/24 0400303	BAKER & TAYLOR BOOKS	6.82		06/28/24
	BERG 2 RMB SLP '24-YOUTH	BOOKS			
1748	12/24 AP 05/22/24 0400303	BAKER & TAYLOR BOOKS	25.15		06/28/24
	BERG 2 RMB SLP '24-YOUTH	BOOKS			05/00/04
3	01/25 AP 06/24/24 0400318	STROUGHMATT, DENNIS	300.00		06/28/24
_	BERG 2 RMB MIDWEST FRENCH	CREOLE-DEPOSIT FEE	450.00		06/28/24
3	01/25 AP 06/11/24 0400305	BLANK PARK ZOO 08/01/24-07/31/25	450.00		00/20/24
	RAY 2 RMB ADVENTURE PASS-	08/01/24-07/31/25			
	ACCOUNT TOTAL		1,078.23	.00	1,078.23
	MOCOUNT TOTAL		2,270		,
101-1061	-423.71-11 OFFICE SUPPLIES / TEC	CHNICAL PROCESSING SUPP			
1748	12/24 AP 05/30/24 0400309		101.26		06/28/24
	CLASSIFICATION LABELS &	TAPE			
			4.02 .0.5	2.2	101 00
	ACCOUNT TOTAL		101.26	⊴ 00	101.26

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 07/09/2024, 10:32:37
 ACCOUNT ACTIVITY LISTING
 PAGE 4

 PROGRAM
 GM360L
 ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS

OUP PO		R DESCRIPTION	DEBITS	CREDITS	CURRE BALAN POST DT -
	GENERAL FUND	CEC / NOUTE BOOKS			
749	-423.89-20 MISCELLANEOUS SERVI 12/24 AP 06/18/24 0400303 ADULT BOOKS	BAKER & TAYLOR BOOKS	248.21		06/28/
749	12/24 AP 06/14/24 0400303 ADULT BOOKS	BAKER & TAYLOR BOOKS	79.11		06/28/
748	12/24 AP 06/12/24 0400303 ADULT BOOKS	BAKER & TAYLOR BOOKS	698.40		06/28/
748	12/24 AP 06/12/24 0400303 3RD AGE BOOKS	BAKER & TAYLOR BOOKS	99.00		06/28/
748	12/24 AP 06/11/24 0400303 ADULT BOOKS	BAKER & TAYLOR BOOKS	774.03		06/28/
748	12/24 AP 06/07/24 0400303 ADULT BOOKS	BAKER & TAYLOR BOOKS	359.76		06/28/
748	12/24 AP 06/05/24 0400303 ADULT BOOKS	BAKER & TAYLOR BOOKS	1,001.28		06/28/
748	12/24 AP 05/31/24 0400303 ADULT BOOKS	BAKER & TAYLOR BOOKS	626.84		06/28/
748	12/24 AP 05/31/24 0400303 ADULT BOOKS (WORLD LANG.)	BAKER & TAYLOR BOOKS	26.55		06/28/
748	12/24 AP 05/29/24 0400303 ADULT BOOKS	BAKER & TAYLOR BOOKS	198.47		06/28/
748	12/24 AP 05/29/24 0400303 ADULT BOOKS (WORLD LANG.)	BAKER & TAYLOR BOOKS	24.37		06/28/
748	12/24 AP 05/23/24 0400303 ADULT BOOKS	BAKER & TAYLOR BOOKS	430.90		06/28/
748	12/24 AP 05/23/24 0400303 ADULT BOOKS (WORLD LANG.)	BAKER & TAYLOR BOOKS	21.80		06/28/
748	12/24 AP 05/22/24 0400303 ADULT BOOKS	BAKER & TAYLOR BOOKS	124.00		06/28/
	ACCOUNT TOTA	L	4,712.72	O O	4,712.
01-1061-	-423.89-21 MISCELLANEOUS SERVI	CES / YOUNG ADULT BOOKS			
749	12/24 AP 06/18/24 0400303 YOUNG ADULT BOOKS	•	37.03		06/28/
749	12/24 AP 06/14/24 0400303 YOUNG ADULT BOOKS	BAKER & TAYLOR BOOKS	275.76		06/28/
748	12/24 AP 06/12/24 0400303 YOUNG ADULT BOOKS	BAKER & TAYLOR BOOKS	14.24		06/28/
749	12/24 AP 06/12/24 0400303 YOUNG ADULT BOOKS	BAKER & TAYLOR BOOKS	671.20		06/28/
748	12/24 AP 06/11/24 0400303 YOUNG ADULT BOOKS	BAKER & TAYLOR BOOKS	22.14		06/28/
748	12/24 AP 06/07/24 0400303 YOUNG ADULT BOOKS	BAKER & TAYLOR BOOKS	25.06		06/28/
748	12/24 AP 06/05/24 0400303 YOUNG ADULT BOOKS	BAKER & TAYLOR BOOKS	11.39		06/28/
748	12/24 AP 05/31/24 0400303 YOUNG ADULT BOOKS	BAKER & TAYLOR BOOKS	16.79		06/28/

PREPARED 07/09/2024, 10:32:37

ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

PAGE 5 ACCOUNTING PERIOD 12/2024 _____ CURRENT

ROUP PO	R PER CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
	GENERAL FUND	continued		
1748	-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS 12/24 AP 05/29/24 0400303 BAKER & TAYLOR BOOKS	75.22		06/28/24
1740	YOUNG ADULT BOOKS	75.55		*-,,-
1748	12/24 AP 05/23/24 0400303 BAKER & TAYLOR BOOKS	11.39		06/28/24
1748	YOUNG ADULT BOOKS 12/24 AP 05/22/24 0400303 BAKER & TAYLOR BOOKS YOUNG ADULT BOOKS	637.90		06/28/24
	ACCOUNT TOTAL	1,798.12	.00	1,798.12
101-1061	-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS			
1749	12/24 AP 06/18/24 0400303 BAKER & TAYLOR BOOKS YOUTH BOOKS	134.79		06/28/24
1749	12/24 AP 06/14/24 0400303 BAKER & TAYLOR BOOKS	145.43		06/28/24
1749	YOUTH BOOKS 12/24 AP 06/13/24 0400303 BAKER & TAYLOR BOOKS	1,198.21		06/28/24
1748	YOUTH BOOKS 12/24 AP 06/12/24 0400303 BAKER & TAYLOR BOOKS	106.66		06/28/24
	YOUTH BOOKS			05/00/04
1748	12/24 AP 06/11/24 0400303 BAKER & TAYLOR BOOKS YOUTH BOOKS	152.86		06/28/24
1748	12/24 AP 06/07/24 0400303 BAKER & TAYLOR BOOKS YOUTH BOOKS	83.98		06/28/24
1748	12/24 AP 06/06/24 0400315 PLAYAWAY PRODUCTS YOUTH WONDERBOOKS	65.99		06/28/24
1749	12/24 AP 06/06/24 0400303 BAKER & TAYLOR BOOKS YOUTH BOOKS CREDIT MEMO FOR RETURNED BOOKS		92.60	06/28/24
1748	12/24 AP 06/05/24 0400303 BAKER & TAYLOR BOOKS	186.88		06/28/24
1748	YOUTH BOOKS 12/24 AP 06/05/24 0400303 BAKER & TAYLOR BOOKS	884.96		06/28/24
1748	YOUTH BOOKS 12/24 AP 06/05/24 0400303 BAKER & TAYLOR BOOKS	158.00		06/28/24
1748	YOUTH BOOKS 12/24 AP 05/31/24 0400303 BAKER & TAYLOR BOOKS	250.84		06/28/24
1748	YOUTH BOOKS 12/24 AP 05/31/24 0400312 LIBRARY IDEAS, LLC	147.85		06/28/24
1748	YOUTH BOOKS 12/24 AP 05/29/24 0400303 BAKER & TAYLOR BOOKS	867.78		06/28/24
1748	YOUTH BOOKS 12/24 AP 05/29/24 0400303 BAKER & TAYLOR BOOKS	61.64		06/28/24
1748	YOUTH BOOKS 12/24 AP 05/29/24 0400315 PLAYAWAY PRODUCTS	193.97		06/28/24
1748	YOUTH BOOKS 12/24 AP 05/28/24 0400321 WORLD BOOK SCHOOL AND LIB	RARY 149.99		06/28/24
1748	YOUTH BOOKS 12/24 AP 05/23/24 0400303 BAKER & TAYLOR BOOKS	20.79		06/28/24
	YOUTH BOOKS			,
1748	12/24 AP 05/22/24 0400303 BAKER & TAYLOR BOOKS YOUTH BOOKS	24.03		06/28/24

PAGE 6

PREPARED 07/09/2024, 10:32:37

ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

ACCOUNTING PERIOD 12/2024 CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS continued 4,834.65 92.60 4,742.05 ACCOUNT TOTAL 101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS 80.59 06/28/24 12/24 AP 06/14/24 0400303 BAKER & TAYLOR BOOKS 1749 LARGE PRINT BOOKS 06/28/24 1748 12/24 AP 06/12/24 0400303 BAKER & TAYLOR BOOKS 97.23 LARGE PRINT BOOKS 06/28/24 BAKER & TAYLOR BOOKS 38,40 1748 12/24 AP 06/07/24 0400303 LARGE PRINT BOOKS 06/28/24 38.40 1748 12/24 AP 06/05/24 0400303 BAKER & TAYLOR BOOKS LARGE PRINT BOOKS 1748 12/24 AP 06/01/24 0400307 CENTER POINT LARGE PRINT 49.14 06/28/24 LARGE PRINT BOOKS 40.99 06/28/24 1748 12/24 AP 05/31/24 0400303 BAKER & TAYLOR BOOKS LARGE PRINT BOOKS 12/24 AP 05/29/24 0400303 BAKER & TAYLOR BOOKS 116.97 06/28/24 1748 LARGE PRINT BOOKS 43.20 06/28/24 1748 12/24 AP 05/23/24 0400303 BAKER & TAYLOR BOOKS LARGE PRINT BOOKS 06/28/24 55.59 1748 12/24 AP 05/22/24 0400303 BAKER & TAYLOR BOOKS LARGE PRINT BOOKS 560.51 .00 560.51 ACCOUNT TOTAL 101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO 06/28/24 16.49 12/24 AP 06/11/24 0400303 BAKER & TAYLOR BOOKS 1748 ADULT CD BOOKS 12/24 AP 06/05/24 0400315 PLAYAWAY PRODUCTS 52.49 06/28/24 1748 ADULT PLAYAWAY AUDIO 12/24 AP 06/05/24 0400315 PLAYAWAY PRODUCTS 131.23 06/28/24 1748 ADULT PLAYAWAY AUDIO 12/24 AP 06/05/24 0400304 BAKER & TAYLOR ENTERTAINMENT 23.78 06/28/24 1748 ADULT CD MUSIC 06/28/24 1748 12/24 AP 05/29/24 0400315 PLAYAWAY PRODUCTS 239.96 ADULT PLAYAWAY AUDIO .00 463.95 ACCOUNT TOTAL 463.95 101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO 27.99 06/28/24 12/24 AP 06/14/24 0400304 BAKER & TAYLOR ENTERTAINMENT 1749 ADULT VIDEOS 1748 12/24 AP 06/07/24 0400304 BAKER & TAYLOR ENTERTAINMENT 156.73 06/28/24 ADULT VIDEOS 12/24 AP 06/07/24 0400304 BAKER & TAYLOR ENTERTAINMENT 14.69 06/28/24 1748 ADULT VIDEOS

PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

PAGE 7 ACCOUNTING PERIOD 12/2024

FROUP PO	ACCTGTRANSACTION	JMBER DESCRIPTION		CREDITS	CURRENT
FUND 101 G	GENERAL FUND				
	-423.89-25 MISCELLANEOUS SE	ERVICES / ADULT VIDEO	continued		
1748	12/24 AP 06/05/24 04003 ADULT VIDEOS	BAKER & TAYLOR ENTERTAINMENT	120.31		06/28/24
1748	12/24 AP 06/04/24 04003 ADULT VIDEOS	BAKER & TAYLOR ENTERTAINMENT	39.18		06/28/24
1748	12/24 AP 05/31/24 04003 ADULT VIDEOS	BAKER & TAYLOR ENTERTAINMENT	309.18		06/28/24
	ACCOUNT T	COTAL	668.08	.00	668.08
		ervices / non-print resources			05/00/0
1748	12/24 AP 05/20/24 04003 ONLINE-BOOKS CLUBS	008 DEARREADER.COM 1 YEAR SUBSCRIPTION	485.00		06/28/24
	ACCOUNT T	COTAL	485.00	.00	485.00
101-1061- 1748	-423.89-36 MISCELLANEOUS SE 12/24 AP 06/03/24 04003 YOUTH LAUNCHPADS		816.95		06/28/24
	ACCOUNT I	COTAL	816.95	÷00	816.95
		DUTCES / NOVE E WATERIALS			
1749	12/24 AP 06/18/24 04003 ADULT E-BOOKS	RVICES / ADULT E-MATERIALS 114 OVERDRIVE, INC.	176.82		06/28/24
1749	12/24 AP 06/18/24 04003 ADULT AUDIO BOOKS	014 OVERDRIVE, INC.	95.00		06/28/24
1749	12/24 AP 06/18/24 04003 ADULT E-BOOKS	OVERDRIVE, INC.	139.18		06/28/24
1749	12/24 AP 06/18/24 04003 ADULT AUDIO BOOKS	OVERDRIVE, INC.	169.23		06/28/24
1749	12/24 AP 06/14/24 04003 ADULT E-BOOKS	14 OVERDRIVE, INC.	172.07		06/28/24
1749	12/24 AP 06/14/24 04003 ADULT AUDIO BOOKS	14 OVERDRIVE, INC.	177.48		06/28/24
1749	12/24 AP 06/12/24 04003 ADULT E-BOOKS	14 OVERDRIVE, INC.	106.99		06/28/24
1749	12/24 AP 06/12/24 04003 ADULT AUDIO BOOKS	14 OVERDRIVE, INC.	335.20		06/28/24
1748	12/24 AP 06/11/24 04003 ADULT E-BOOKS	14 OVERDRIVE, INC.	398.70		06/28/24
1748	12/24 AP 06/11/24 04003 ADULT AUDIO BOOKS	14 OVERDRIVE, INC.	524.31		06/28/24
1748	12/24 AP 06/11/24 04003 ADULT E-BOOKS		352.49		06/28/24
1748	12/24 AP 06/11/24 04003 ADULT AUDIO BOOKS	14 OVERDRIVE, INC.	172.74		06/28/24

ACCOUNT ACTIVITY LISTING PREPARED 07/09/2024, 10:32:37

PROGRAM GM360L CITY OF CEDAR FALLS

ACCOUNTING PERIOD 12/2024

PAGE 8

NBR	NBR		CD	TRANS	ACTION NUMBER	DESCRIPT	ION	DE	BITS	CREDITS	CURRENT BALANCE
		NERAL F		ODIIAND	OUC CERUICE	ים / אחווות ק	-MATERIALS	continued			
1748	1061-4				0400314	OVERDRIVE,		330	. 68		06/28/24
		ADULT	E-B00	KS							25/22/24
1748					0400314	OVERDRIVE,	INC.	205	.29		06/28/24
1748		ADULT . 12/24			0400314	OVERDRIVE,	INC.	235	92		06/28/24
		ADULT									
1748					0400314	OVERDRIVE,	INC.	84	. 99		06/28/24
1748		ADULT .			0400314	OVERDRIVE,	INC.	263	.49		06/28/24
2,10		ADULT				,					
1748					0400314	OVERDRIVE,	INC.	519	16		06/28/24
1748		ADULT .			0400314	OVERDRIVE,	INC.	553	02		06/28/24
1710		ADULT			0100021	0.12.12.12,					
1748					0400314	OVERDRIVE,	INC.	502	.04		06/28/24
1748		ADULT .			0400314	OVERDRIVE,	TNC	202	.40		06/28/24
1740		ADULT			0100311	O VEREDICE VE	21.0.				
1748					0400314	OVERDRIVE,	INC.	122	.98-		06/28/24
1748		ADULT 1			0400314	OVERDRIVE,	TNC	154	16		06/28/24
1/40		ADULT			0400214	OVERDRIVE,	INC.	101			,,
1748		12/24	AP 0	5/28/24	0400314	OVERDRIVE,	INC.	27	.50		06/28/24
1748		ADULT			0400314	OVERDRIVE,	TNC	6.9	98		06/28/24
1740		ADULT			0400314	OVERDRIVE,	INC.	30			00/20/21
1748		12/24	AP 0	5/24/24	0400314	OVERDRIVE,	INC.	414	27		06/28/24
1540		ADULT			0400214	OVERDRIVE,	TNC	641	. 93		06/28/24
1748		ADULT			0400314	OVERDRIVE,	INC.	941	., 53		00/20/24
		112021		DOULD							
				ACC	OUNT TOTAL			7,147	.02	,00	7,147.02
						_ ,					
101-1 1749	1061-4				0400314	OVERDRIVÉ,	DULT E-MATERIALS	1,854	. 38		06/28/24
1147				E-BOOK!		OVERDICE VE,	1110	1,001			
1749					0400314	OVERDRIVE,	INC	3,057	.93		06/28/24
1749				AUDIO 1	BOOKS 0400314	OVERDRIVÉ,	TNC	437	.44		06/28/24
1/49				E-BOOK		OVERDRIVE,	INC.	437	. 77		00/20/24
1749		12/24	AP 0	6/19/24	0400314	OVERDRIVE,	INC.	75	.00		06/28/24
1.7.4.0				AUDIO I		OTHER DE THE	TNG	0.7.0	.06		06/28/24
1748				E-BOOK	0400314	OVERDRIVE,	INC	972	.06		06/26/24
1748					0400314	OVERDRIVE,	INC	1,290	.48		06/28/24
				AUDIO 1							05/00/5:
1748					0400314	OVERDRIVE,	INC	59	.97		06/28/24
		TOUNG .	WDOP.I.	E-BOOKS	J.						

06/28/24

07/02/24

07/02/24

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

2162

2127

2127

12/24 AP 06/10/24 0400267 CEDAR FALLS UTILITIES

UTILITIES THRU 06/10/24 12/24 AP 06/03/24 0007529

12/24 AP 06/03/24 0007529

CANCELED ACCT #480

CANCELED ACCT #480

GROUP PO ACCTG ----TRANSACTION----CREDITS BALANCE DEBITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-1061-423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-MATERIALS continued 12/24 AP 05/31/24 0400314 OVERDRIVE, INC. 06/28/24 106.50 1748 YOUNG ADULT AUDIO BOOKS 7.853.76 .00 7,853.76 ACCOUNT TOTAL 101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS 12/24 AP 06/18/24 0400314 OVERDRIVE, INC. 514.12 06/28/24 1749 YOUTH E-BOOKS 503.74 06/28/24 12/24 AP 06/18/24 0400314 OVERDRIVE, INC. 1749 YOUTH AUDIO BOOKS 12/24 AP 05/31/24 0400314 OVERDRIVE, INC. 06/28/24 1748 12.99 YOUTH E-BOOKS ACCOUNT TOTAL 1,030.85 .00 1,030.85 101-1158-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 07/02/24 12/24 AP 06/27/24 0400288 LAUDICK, DANIEL 1,662,36 2186 RMB:TRVL-US CONF.-MAYORS KANSAS CITY, MO ACCOUNT TOTAL 1,662.36 . 00 1,662.36 101-1158-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION 12/24 AP 06/27/24 0400288 LAUDICK, DANIEL 07/02/24 1,500.00 2186 RMB:REG.US CONF.OF MAYORS KANSAS CITY, MO . 00 ACCOUNT TOTAL 1,500.00 1,500.00 101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES 7.00 07/02/24 12/24 AP 07/01/24 0400281 BLACK HAWK CO.RECORDER 2186 RCD:LIEN RELEASE FJI-I HLDG.-1321 W.12TH 06/26/24 17.00 2143 12/24 AP 06/25/24 0400248 BLACK HAWK CO.RECORDER RCD:ORD.NO.3059 12/24 AP 06/25/24 0400248 BLACK HAWK CO.RECORDER 12.00 06/26/24 2143 RCD:ORD.NO.3060 ACCOUNT TOTAL 36.00 .00 36.00 101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY

U.S. DEPT OF HOUSING & URBAN

U.S. DEPT OF HOUSING & URBAN

B21MC190007

B22MC190007

162.96

6,762.00

7,234.47

PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L

ACCOUNT ACTIVITY LISTING

	CITY	OF	CEDAR	FALLS
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PAGE 10 ACCOUNTING PERIOD 12/2024

ROUP PO NBR NBR	ACCTGTRANSACTION	SCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
UND 101 GEN 101-1199-44	NERAL FUND 11.89-13 MISCELLANEOUS SERVICES / CO	ONTINGENCY	continued		
2127		ESSIONAL SOLUTIONS	52.42		07/02/24
	ACCOUNT TOTAL		14,211.85	. 00	14,211.85
2127	12.71-01 OFFICE SUPPLIES / OFF		35.74		07/02/24
	ACCOUNT TOTAL		35.74	.00	35.74
	.2.89-15 MISCELLANEOUS SERVICES / CI		047. 30		07/02/24
	12/24 AP 06/03/24 0007522 PROFI MAY CREDIT CARD FEES	ESSIONAL SOLUTIONS	947.32		07/02/24
2127	12/24 AP 06/03/24 0007523 PROFI MAY CREDIT CARD FEES	ESSIONAL SOLUTIONS	533.86		07/02/24
	ACCOUNT TOTAL		1,481.18	≈ 000	1,481.18
2127	23.64-02 INSURANCE / HEALTH INS. RE: 12/24 AP 06/14/24 0007512 ISOLY HEALTH INS. REIMBURSEMENT		4.68		07/02/24
	ACCOUNT TOTAL		4.68	.00	4.68
2127	23.71-01 OFFICE SUPPLIES / OFF		28.59		07/02/24
	ACCOUNT TOTAL		28.59	.00	28.59
101-2253-45	23.81-01 PROFESSIONAL SERVICES / PRO	DEESSIONAL SERVICES			
2186		KER, OWEN	67.50		07/02/24
	12/24 AP 06/28/24 0400283 CHRIS	STENSEN, LEO MICHAEL	78.75		07/02/24
2186		DLLY, NOAH	30.00		07/02/24
2186		NE, DRAKE	78.75		07/02/24
2186		IELD, ISAIAH	48.75		07/02/24
2186		MMEL, JACKSON	37.50		07/02/24

PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

PAGE 11 ACCOUNTING PERIOD 12/2024

	PO ACCTGTRANSACTION IBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
EIND 101	GENERAL FUND				
	3-423.81-01 PROFESSIONAL SERVICES	/ PROFESSIONAL SERVICES	continued		
2186	12/24 AP 06/28/24 0400291 UMPIRING	SCHIPPER, JOSHUA	67.50		07/02/24
2186	12/24 AP 06/28/24 0400296 UMPIRING	TERWILLIGER, CHASE	18.75		07/02/24
2143	12/24 AP 05/31/24 0400253 UMPIRING	GREENE, DRAKE	163.13		06/26/24
	ACCOUNT TOTAL		590.63	.00	590.63
	3-423.85-01 UTILITIES / UTILITIES				25/22/24
2162	12/24 AP 06/10/24 0400267 UTILITIES THRU 06/10/24	CEDAR FALLS UTILITIES	5,057.53		06/28/24
	ACCOUNT TOTAL		5,057.53	.00	5,057.53
101-225	3-423.85-05 UTILITIES / THE FALLS	POOL UTILITIES			
2162	12/24 AP 06/10/24 0400267 UTILITIES THRU 06/10/24	CEDAR FALLS UTILITIES	26,809.04		06/28/24
	ACCOUNT TOTAL		26,809.04	.00	26,809.04
101-225	3-423.89-14 MISCELLANEOUS SERVICE	S / REFUNDS			
2204	12/24 AP 06/28/24 0400331 REFUND-POOL GROUP PASSES	UPWARD BOUNDS-MATH & SCIENCE POOL CLOSED	270.00		07/08/24
2162	12/24 AP 06/27/24 0400269 REFUND-ELECTRICITY DEP.	EMILY ALLAIR	25.00		06/28/24
2162	12/24 AP 06/26/24 0400264 REFUND-SWIM LESSONS	BRAD BAKKER JACKIE	72.00		06/28/24
2186	12/24 AP 06/04/24 0400298 REFUND-ELECTRICITY DEP.	UNI ATHLETICS	25.00		07/02/24
43	01/25 AP 07/01/24 0400330 REFUND-SWIM LESSONS	MARY WIECK ALEXANDER AND SHELBY	43.20		07/08/24
	ACCOUNT TOTAL		435.20	.00	435.20
101-225	3-423.89-15 MISCELLANEOUS SERVICE	S / CREDIT CARD CHARGES			
2127	12/24 AP 06/03/24 0007525 MAY CREDIT CARD FEES		7.95		07/02/24
2127	12/24 AP 06/03/24 0007526 MAY CREDIT CARD FEES	PROFESSIONAL SOLUTIONS	7.95		07/02/24
2127	12/24 AP 06/03/24 0007528 MAY CREDIT CARD FEES	PROFESSIONAL SOLUTIONS	1,292.22		07/02/24
2127	12/24 AP 06/03/24 0007519 MAY CREDIT CARD FEES	PROFESSIONAL SOLUTIONS	932.91		07/02/24
	ACCOUNT TOTAL		2,241.03	.00	2,241.03

PREPARED 07/09/2024, 10:32:37

ACCOUNT ACTIVITY LISTING

PAGE 12 ACCOUNTING PERIOD 12/2024 PROGRAM GM360L

ROUP PO	ACCTGTRANSACTION			CURRENT
NBR NBR		DEBITS	CREDITS	BALANCE
וווו מוווו	ENERAL FUND			1001
	423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 12/24 AP 06/12/24 0007502 FARMERS STATE BANK DEPOSIT TICKET BOOKS	7.15		07/02/24
	ACCOUNT TOTAL	7.15	_{*1} 00	7.15
	423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE 12/24 AP 06/25/24 0400270 GRAHAM, CAYLIN HANDMADE STICKERS	150.00		06/28/24
	ACCOUNT TOTAL	150.00	.00	150.00
101-2280- 2162	423.85-01 UTILITIES / UTILITIES 12/24 AP 06/10/24 0400267 CEDAR FALLS UTILITIES UTILITIES THRU 06/10/24	666.57		06/28/24
	ACCOUNT TOTAL	666.57	+00	666.57
101-2280- 2204	423.89-01 MISCELLANEOUS SERVICES / MISCELLANEOUS 12/24 AP 07/02/24 0400326 FRIENDS OF THE HEARST JUNE MEMBERSHIPS	50.00		07/08/24
	ACCOUNT TOTAL	50.00	,00	50.00
101-2280 2162	423.89-14 MISCELLANEOUS SERVICES / REFUNDS 12/24 AP 06/26/24 0400275 MICHELLE CLANCY REFUND-SECURITY DEPOSIT	250.00		06/28/24
	ACCOUNT TOTAL	250.00	.00	250.00
101-2280- 2127	423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES 12/24 AP 06/03/24 0007520 PROFESSIONAL SOLUTIONS	88.92		07/02/24
2127	MAY CREDIT CARD FEES 12/24 AP 06/03/24 0007519 PROFESSIONAL SOLUTIONS MAY CREDIT CARD FEES	98.53		07/02/24
	ACCOUNT TOTAL	187.45	= 00	187.45
101-4511- 2127	414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 12/24 AP 06/14/24 0007512 ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	297.28		07/02/24
	ACCOUNT TOTAL	297.28	. 00	297.28

PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L

101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM

KOHL'S

12/24 AP 06/19/24 0400266 BUCK, MATT

RMB:UNIFORM ALLOWANCE

2162

ACCOUNT ACTIVITY LISTING

PAGE 13 ACCOUNTING PERIOD 12/2024

06/28/24

CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-4511-414.85-01 UTILITIES / UTILITIES 798.16 06/28/24 12/24 AP 06/10/24 0400267 CEDAR FALLS UTILITIES UTILITIES THRU 06/10/24 798.16 .00 798.16 ACCOUNT TOTAL 101-5521-415.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 12/24 AP 06/14/24 0007512 ISOLVED BENEFIT SERVICES, INC 07/02/24 3.25 2127 HEALTH INS. REIMBURSEMENT .00 3.25 ACCOUNT TOTAL 3.25 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 06/28/24 85.80 2162 12/24 AP 06/10/24 0400267 CEDAR FALLS UTILITIES UTILITIES THRU 06/10/24 .00 85.80 ACCOUNT TOTAL 85.80 101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT 06/26/24 12/24 AP 06/10/24 0400261 U.S. CELLULAR 49.55 2143 06/09-07/08/24 PSS REOLINK CAMERAS 12/24 AP 06/10/24 0400278 U.S. CELLULAR 62.88 06/28/24 2162 06/09-07/08/24 COVERT CAMERA CELL PLAN 112.43 .00 112.43 ACCOUNT TOTAL 101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT 07/08/24 139.05 12/24 AP 06/30/24 0400324 COPP, CHRIS 2204 SCHEELS-NORM.CITY PURCH. RMB:OPT.EQUIP.-FLASHLIGHT COPP, CHRIS 106.99 07/08/24 2204 12/24 AP 06/30/24 0400324 RMB:OPT.EQUIP.-M.P.SHEARS SCHEELS 46.80 07/08/24 BECKNER, MARTIN 2204 12/24 AP 06/28/24 0400322 RMB:OPT.EQUIP.-BATTERIES WAL-MART 163.67 06/28/24 12/24 AP 06/14/24 0400273 MANTERNACH, KYLE 2162 RMB:OPT.EQUIP.-GUN LIGHT AMAZON.COM 147.72 06/28/24 12/24 AP 06/10/24 0400274 MERCADO, JAVIER 2162 RMB:OPT.EQUIP.-MAG.POUCH HIGH SPEED GEAR 32.05 06/28/24 2162 12/24 AP 03/20/24 0400279 YATES, KELLI AXON RMB:OPT.EQUIP.-CAMERA MT. 636.28 .00 636.28 ACCOUNT TOTAL

23.54

ACCOUNTING PERIOD 12/2024

ACCOUNT ACTIVITY LISTING PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L

CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION _____ POST DT ----FUND 101 GENERAL FUND continued 101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM .00 23.54 23.54 ACCOUNT TOTAL 101-5521-415.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES 35.69 07/02/24 2127 12/24 AP 06/03/24 0007517 PROFESSIONAL SOLUTIONS MAY CREDIT CARD FEES 35.69 .00 35.69 ACCOUNT TOTAL 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE 14.67 07/08/24 12/24 AP 06/28/24 0400328 MADSEN, BRANDEN WAL-MART RMB:UNIFORM ALLOWANCE 07/08/24 26.34 2204 12/24 AP 06/28/24 0400329 MANTERNACH, KYLE RMB:UNIFORM ALLOWANCE UNDERARMOUR.COM FEY, THOMAS 78.94 07/08/24 12/24 AP 06/28/24 0400325 2204 SCHEELS RMB:UNIFORM ALLOWANCE 76.96 07/08/24 BECKNER, MARTIN 2204 12/24 AP 06/28/24 0400322 WAL-MART RMB:UNIFORM ALLOWANCE HANCOCK, ADAM 330.00 07/02/24 2186 12/24 AP 06/25/24 0400287 RMB:UNIFORM ALLOWANCE MIDWEST DEFENSE SOLUTIONS 50.26 07/02/24 TEJEDA-GASCA, STEPHANIE 12/24 AP 06/24/24 0400295 2186 RMB:UNIFORM ALLOWANCE OLD NAVY 07/02/24 TEJEDA-GASCA, STEPHANIE 60.99 12/24 AP 06/24/24 0400295 2186 TARGET RMB:UNIFORM ALLOWANCE YATES, KELLI 87.55 07/02/24 12/24 AP 06/24/24 0400301 2186 RMB:UNIFORM ALLOWANCE AMAZON.COM 07/08/24 50.98 12/24 AP 06/23/24 0400323 BELLIS, RYAN 2204 RMB:UNIFORM ALLOWANCE AMAZON, COM 98.44 06/28/24 12/24 AP 06/18/24 0400262 BELLIS, RYAN 2162 SCHEELS RMB:UNIFORM ALLOWANCE 12/24 AP 06/18/24 0400262 BELLIS, RYAN 13.90 06/28/24 2162 ROSS DRESS FOR LESS RMB:UNIFORM ALLOWANCE MERCADO, JAVIER 102.28 06/28/24 2162 12/24 AP 06/18/24 0400274 BORN PRIMITIVE RMB:UNIFORM ALLOWANCE 07/02/24 107.00 BECKNER, MARTIN 2186 12/24 AP 06/14/24 0400280 GALLS RMB:UNIFORM ALLOWANCE YATES, KELLI 87.74 06/28/24 12/24 AP 06/12/24 0400279 2162 AMAZON.COM RMB:UNIFORM ALLOWANCE 135.37 06/28/24 YATES, KELLI 2162 12/24 AP 06/12/24 0400279 AMAZON.COM RMB:UNIFORM ALLOWANCE 06/28/24 2162 12/24 AP 06/10/24 0400271 HEUER, BROOKE 254.66 RMB:UNIFORM ALLOWANCE GALLS HOEFT, MORGAN 192.60 07/08/24 2204 12/24 AP 06/10/24 0400327 RMB: UNIFORM ALLOWANCE AMAZON.COM 06/28/24 2162 12/24 AP 06/05/24 0400265 BRUGGEMAN, KALEB 401,25 RMB:UNIFORM ALLOWANCE PALACE CLOTHIERS .00 2,169.93 ACCOUNT TOTAL 2,169.93

PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L

ACCOUNT ACTIVITY LISTING

PAGE 15 ACCOUNTING PERIOD 12/2024

TTT	OF	CEDAR	FALLS	

CITY OF CEDAR FAL	LS			****************	********
GROUP PO ACCT NBR NBR PER	GTRANSACTION CD DATE NUMBER	DESCRIPTION	DEBITS		CURRENT BALANCE
FUND 101 GENERAL	FIND				
101-6613-433.85- 2162 12/2	01 UTILITIES / UTILITIES 4 AP 06/10/24 0400267 TIES THRU 06/10/24		354.83	×	06/28/24
	ACCOUNT TOTAL		354.83	_{*2} 0 0	354.83
2162 12/2	01 UTILITIES / UTILITIES 4 AP 06/10/24 0400267 TIES THRU 06/10/24		2,220.46		06/28/24
	ACCOUNT TOTAL		2,220.46	.00	2,220.46
2162 12/2	01 UTILITIES / UTILITIES 4 AP 06/10/24 0400267 TIES THRU 06/10/24		339.16		06/28/24
	ACCOUNT TOTAL		339.16	.00	339.16
2127 12/2	02 INSURANCE / HEALTH IN 4 AP 06/14/24 0007512 H INS. REIMBURSEMENT	S. REIMBURSEMENT ISOLVED BENEFIT SERVICES,	INC 287.77		07/02/24
	ACCOUNT TOTAL		287.77	.00	287.77
2127 12/2	01 OFFICE SUPPLIES / OFF 4 AP 06/12/24 0007502 IT TICKET BOOKS		35.74		07/02/24
	ACCOUNT TOTAL		35.74	.00	35.74
2162 12/2	44 PROFESSIONAL SERVICES 4 AP 06/20/24 0400276 FORD RIVER GAUGE		10.44		06/28/24
	ACCOUNT TOTAL		10.44	.00	10.44
2127 12/2	02 INSURANCE / HEALTH IN 4 AP 06/14/24 0007512 H INS. REIMBURSEMENT	S. REIMBURSEMENT ISOLVED BENEFIT SERVICES,	INC 112.70		07/02/24
	ACCOUNT TOTAL		112.70	.00	112.70

101-6633-423.85-01 UTILITIES / UTILITIES

 PREPARED
 07/09/2024, 10:32:37
 ACCOUNT ACTIVITY LISTING
 PAGE 16

 PROGRAM
 GM360L
 ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS

ROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
UND 101 GENERAL FUND 101-6633-423.85-01 UTILITIES / UTILITIES 2162 12/24 AP 06/10/24 0400267 CEDAR FALLS UTILITIES UTILITIES THRU 06/10/24	continued 1,179.15		06/28/24
ACCOUNT TOTAL	1,179.15	. 00	1,179.15
FUND TOTAL	113,486.26	117.62	113,368.64
UND 203 TAX INCREMENT FINANCING UND 206 STREET CONSTRUCTION FUND 206-6637-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 2127 12/24 AP 06/14/24 0007512 ISOLVED BENEFIT SERVICES, INC HEALTH INS. REIMBURSEMENT	151.52		07/02/24
ACCOUNT TOTAL	151.52	a 00	151.52
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL 2162	138.16		06/28/24
ACCOUNT TOTAL	138.16	. 00	138.16
206-6637-436.85-01 UTILITIES / UTILITIES 2162 12/24 AP 06/10/24 0400267 CEDAR FALLS UTILITIES UTILITIES THRU 06/10/24	56.61		06/28/24
ACCOUNT TOTAL	56.61	. 00	56.61
206-6647-436.85-01 UTILITIES / UTILITIES 2162 12/24 AP 06/10/24 0400267 CEDAR FALLS UTILITIES UTILITIES THRU 06/10/24	767.87		06/28/24
ACCOUNT TOTAL	767.87	400	767.87
FUND TOTAL	1,114.16	. 00	1,114.16

FUND 215 HOSPITAL FUND FUND 216 POLICE BLOCK GRANT FUND

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 10:32:37 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION ----- POST DT ----FUND 217 SECTION 8 HOUSING FUND 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED 322.00 06/28/24 01/25 AP 07/01/24 0040342 BAUCH, JAMES C HAP Lewis H 072024 850.00 06/28/24 RINNELS, DOUGLAS G. 20 01/25 AP 07/01/24 0040388 HAP Hoffman K 072024 06/28/24 01725 AP 07/01/24 0040349 CHESTNUT, SHAWN 520,00 20 HAP Chestnut N 072024 06/28/24 01/25 AP 07/01/24 0040357 EXCEPTIONAL PERSONS, INC. 290.00 20 HAP Poldberg J 072024 354.00 06/28/24 20 01/25 AP 07/01/24 0040357 EXCEPTIONAL PERSONS, INC. HAP Nissen A 072024 20 01/25 AP 07/01/24 0040357 EXCEPTIONAL PERSONS, INC. 405.00 06/28/24 HAP Moore M 072024 01725 AP 07/01/24 0040357 53.00 06/28/24 2.0 EXCEPTIONAL PERSONS, INC. HAP Epperson M 072024 425.00 06/28/24 20 01/25 AP 07/01/24 0040357 EXCEPTIONAL PERSONS, INC. HAP Blake M 072024 20 01/25 AP 07/01/24 0040357 EXCEPTIONAL PERSONS, INC. 40.00 06/28/24 HAP Houdek C 072024 06/28/24 01/25 AP 07/01/24 0040357 418.00 20 EXCEPTIONAL PERSONS, INC. HAP Myers J 072024 01/25 AP 07/01/24 0040357 EXCEPTIONAL PERSONS, INC. 414.00 06/28/24 20 HAP Anderson B 072024 01/25 AP 07/01/24 0040361 441.00 06/28/24 20 GOLD FALLS VILLA HAP Shuman J 072024 06/28/24 01/25 AP 07/01/24 0040359 20 GEELAN, JOSEPH N. 356.00 HAP Juhl A 072024 01/25 AP 07/01/24 0040363 GRAY, LEROY L. OR CAROLYN K. 800.00 06/28/24 20 HAP Mullins J 072024 01/25 AP 07/01/24 0040340 1,050.00 06/28/24 20 BARTELT PROPERTIES L.C. HAP Avino G 072024 BARTELT PROPERTIES L.C. 541.00 06/28/24 20 01/25 AP 07/01/24 0040340 HAP Luck L 072024 01/25 AP 07/01/24 0040340 BARTELT PROPERTIES L.C. 454.00 06/28/24 20 HAP Woodward C 072024 01/25 AP 07/01/24 0040396 VALDIVIA, OSCAR J. 1,049.00 06/28/24 20 HAP Davis C 072024 06/28/24 20 01/25 AP 07/01/24 0040400 WILKEN PROPERTIES, LLC 860.00 HAP Barfels K 072024 405.00 06/28/24 20 01/25 AP 07/01/24 0040400 WILKEN PROPERTIES, LLC HAP Andersen L 072024 WILKEN PROPERTIES, LLC 145.00 06/28/24 01/25 AP 07/01/24 0040400 20 HAP Godbey J 072024 20 01/25 AP 07/01/24 0040386 PURDY PROPERTIES, LLC 933.00 06/28/24 HAP Cummings A 072024 01/25 AP 07/01/24 0040343 BETH N BROS LLC 838.00 06/28/24 20 HAP Beaman D 072024 20 01/25 AP 07/01/24 0040353 D & J PROPERTIES 705.00 06/28/24 HAP Sumerall T 072024 20 01/25 AP 07/01/24 0040353 D & J PROPERTIES 325.00 06/28/24

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 10:32:37

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ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER, CD DATE NUMBER DESCRIPTION ----- POST DT ----FUND 217 SECTION 8 HOUSING FUND 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued HAP Rogers S 072024 775.00 06/28/24 01/25 AP 07/01/24 0040353 D & J PROPERTIES 20 HAP Mitchell L 072024 707.00 06/28/24 01/25 AP 07/01/24 0040353 D & J PROPERTIES 20 HAP Burkhardt J 072024 142.00 06/28/24 20 01/25 AP 07/01/24 0040353 D & J PROPERTIES HAP Keys A 072024 20 01/25 AP 07/01/24 0040353 D & J PROPERTIES 800.00 06/28/24 HAP Brunson K 072024 01/25 AP 07/01/24 0040353 D & J PROPERTIES 600.00 06/28/24 20 HAP Grant F 072024 787.00 06/28/24 20 01/25 AP 07/01/24 0040353 D & J PROPERTIES HAP Terry M 072024 20 01725 AP 07/01/24 0040391 STANDARD FAMILY ASSIST.LIVING 275.00 06/28/24 HAP Refshauge T 072024 06/28/24 237.00 20 01/25 AP 07/01/24 0040346 CEDAR APARTMENTS LLC HAP Becerra C 072024 01/25 AP 07/01/24 0040346 CEDAR APARTMENTS LLC 309.00 06/28/24 20 HAP Groskurth D 072024 06/28/24 01/25 AP 07/01/24 0040392 SWEETING, LARRY 1,000.00 20 HAP Schumacher D 072024 06/28/24 20 01/25 AP 07/01/24 0040351 CITY OF CARLSBAD 3,642.00 HAP_Levry S 072024 01/25 AP 07/01/24 0040367 HUNNY HOMES, LLC 739.00 06/28/24 20 HAP Lange S 072024 01/25 AP 07/01/24 0040367 86.00 06/28/24 20 HUNNY HOMES, LLC HAP Prior D 072024 498.00 06/28/24 20 01/25 AP 07/01/24 0040368 IACE LINCOLN MHP LLC HAP Wilder S 072024 625.00 06/28/24 20 01/25 AP 07/01/24 0040368 IACE LINCOLN MHP LLC HAP Rule S 072024 06/28/24 20 01/25 AP 07/01/24 0040368 IACE LINCOLN MHP LLC 340.00 HAP Cochran S 072024 06/28/24 20 01/25 AP 07/01/24 0040368 IACE LINCOLN MHP LLC 357.00 HAP Jones T 072024 06/28/24 20 01/25 AP 07/01/24 0040399 WASSERFORT, JOAN K. 1,022.00 HAP Vasquez A 072024 800,00 06/28/24 01/25 AP 07/01/24 0040339 BARKER, CARMEN 20 HAP Nimmo J 072024 20 01/25 AP 07/01/24 0040383 PARK @ NINE23 MANOR 49.00 06/28/24 HAP Powell A 072024 01/25 AP 07/01/24 0040383 PARK @ NINE23 MANOR 546.00 06/28/24 20 HAP Johnson B 072024 447.00 01/25 AP 07/01/24 0040383 PARK @ NINE23 MANOR 06/28/24 20 HAP Gray P 072024 20 01/25 AP 07/01/24 0040383 PARK @ NINE23 MANOR 538.00 06/28/24 HAP_Sturgeon C 072024 609.00 06/28/24 01/25 AP 07/01/24 0040383 PARK @ NINE23 MANOR 20

 PREPARED
 07/09/2024, 10:32:37
 ACCOUNT ACTIVITY LISTING
 PAGE 19

 PROGRAM
 GM360L
 ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS

GROUP NBR	NBR PER. CD DATE	ON NUMBER DESCRIPTION		DEBITS	CREDITS	CURRENT BALANCE
			555555			POST DI
FIND 2	217 SECTION 8 HOUSING FUND					
217-2	214-432.89-61 MISCELLANEOUS S	SERVICES / HOUS.ASSIST	PMTS-OCCUPIED	continued		
20	01/25 AP 07/01/24 0040	PARK @ NINE23	MANOR	542.00		06/28/24
	HAP_Siebel M 072024				1+	
20	01/25 AP 07/01/24 0040	PARK @ NINE23	MANOR	370.00		06/28/24
	HAP_Cannon K 072024					05/00/04
20	01/25 AP 07/01/24 0040	PARK @ NINE23	MANOR	293.00		06/28/24
	HAP_Bruns K 072024	200 DARY & NINGO	MANOD	311.00		06/28/24
20	01/25 AP 07/01/24 0040	PARK @ NINE23	MANOR	311.00		00/20/24
20	HAP_Duwa C 072024 01/25 AP 07/01/24 0040	383 PARK @ NINE23	MANOP	490.00		06/28/24
20	HAP Kelly K 072024	7363 FARR @ NINE25	PANOR	490.00		00,20,21
20	01/25 AP 07/01/24 0040	383 PARK @ NINE23	MANOR	481.00		06/28/24
	HAP Brown G 072024					
20	01/25 AP 07/01/24 0040	383 PARK @ NINE23	MANOR	439.00		06/28/24
	HAP Overkamp D 072024					
20	01/25 AP 07/01/24 0040	PARK @ NINE23	MANOR	540.00		06/28/24
	HAP_Miller M 072024					/ /
20	01/25 AP 07/01/24 0040	PARK @ NINE23	MANOR	464.00		06/28/24
	HAP_Deck J 072024		W3370D	160.00		05/20/24
20	01/25 AP 07/01/24 0040)383 PARK @ NINE23	MANOR	160.00		06/28/24
20	HAP_Welshans D 072024 01/25 AP 07/01/24 0040	383 PARK @ NINE23	MANOR	540.00		06/28/24
20	HAP Lang M 072024	7363 FARR @ NINE25	MANOR	340.00		00/20/21
20	01/25 AP 07/01/24 0040	383 PARK @ NINE23	MANOR	668.00		06/28/24
20	HAP Beebe B 072024	7000				,,
20	01/25 AP 07/01/24 0040	383 PARK @ NINE23	MANOR	440.00		06/28/24
	HAP_Graas A 072024					
20	01/25 AP 07/01/24 0040	PARK @ NINE23	MANOR	219.00		06/28/24
	HAP_Delamore Jr D 07202					
20	01/25 AP 07/01/24 0040	PARK @ NINE23	MANOR	496.00		06/28/24
	HAP_Fain S 072024		WANTOR	F14 00		06/20/24
20	01/25 AP 07/01/24 0040	PARK @ NINE23	MANOR	514.00		06/28/24
20	HAP_Schossow I 072024 01/25 AP 07/01/24 0040	383 PARK @ NINE23	MANOR	478.00		06/28/24
20	HAP Newson C 072024	JOS FARR @ NINE25	HANOR	470.00		00/20/24
20	01/25 AP 07/01/24 0040	383 PARK @ NINE23	MANOR	790.00		06/28/24
	HAP Werner R 072024					, ,
20	01/25 AP 07/01/24 0040	383 PARK @ NINE23	MANOR	546.00		06/28/24
	HAP Beck J 072024					
20	01/25 AP 07/01/24 0040	PARK @ NINE23	MANOR	674.00		06/28/24
	HAP_Ali V 072024					
20	01/25 AP 07/01/24 0040	PARK @ NINE23	MANOR	451.00		06/28/24
	HAP_Sheppard L 072024			545.00		06/00/04
20	01/25 AP 07/01/24 0040		MANOR	546.00		06/28/24
20	HAP Quackenbush K 07202		MANOR	244.00		06/28/24
∠0	01/25 AP 07/01/24 0040 HAP Fremont G 072024	JOJ PARK W NINE23	PERMOR	244.00		00/20/24
20	01/25 AP 07/01/24 0040	383 PARK @ NINE23	MANOR	524.00		06/28/24
20	HAP Sandahl R 072024	Times Caralless				,,
20	01/25 AP 07/01/24 0040	383 PARK @ NINE23	MANOR	432.00		06/28/24
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PREPARED 07/09/2024, 10:32:37 ACCOUNT ACTIVITY LISTING ACCOUNTING PERIOD 12/2024 PROGRAM GM360L

CITY OF CEDAR FALLS

ROUP PO	ACCTGTRANSACTION		DEBITS		CURRENT
					1001 01
UND 217 SE	ECTION 8 HOUSING FUND	TO / HONG AGGICE DAME OGGIDIED	gantinuad		
217-2214-4		ES / HOUS.ASSIST PMTS-OCCUPIED	continued		
20	HAP_Hanson G 072024 01/25 AP 07/01/24 0040383	DARK @ NINESS MANOR	434.00		06/28/24
20	HAP Miller E 072024	FARR @ NINE25 PANOR	434.00		00,20,2.
20	01/25 AP 07/01/24 0040383	PARK @ NINE23 MANOR	447.00		06/28/24
20	HAP Hansen T 072024				
20	01/25 AP 07/01/24 0040383	PARK @ NINE23 MANOR	548.00		06/28/24
	HAP Price R 072024				
20	01/25 AP 07/01/24 0040383	PARK @ NINE23 MANOR	441.00		06/28/24
	HAP_Barber D 072024				
20	01/25 AP 07/01/24 0040383	PARK @ NINE23 MANOR	540.00		06/28/24
	HAP_Richards S 072024				
20	01/25 AP 07/01/24 0040383	PARK @ NINE23 MANOR	363.00		06/28/24
	HAP_Kampman B 072024	DARK O MANOR	463.00		06/20/24
20	01/25 AP 07/01/24 0040383	PARK @ NINE23 MANOR	467.00		06/28/24
2.0	HAP_Regenold S 072024	DARK & NINESS MANOR	540.00		06/28/24
20	01/25 AP 07/01/24 0040383 HAP Kenealy E 072024	PARK @ NINE23 MANOR	540.00		00/20/29
20	01/25 AP 07/01/24 0040383	PARK @ NINE23 MANOR	546.00		06/28/24
20	HAP Schultz B 072024	PARK @ NINE25 MANOK	540.00		00/20/2-
20	01/25 AP 07/01/24 0040383	PARK @ NINE23 MANOR	426.00	000	06/28/24
20	HAP Williamson P 072024	TIME & MINDS THROUGH	120,00		,, -
20	01/25 AP 07/01/24 0040383	PARK @ NINE23 MANOR	489.00		06/28/24
	HAP Baker A 072024				
20	01/25 AP 07/01/24 0040383	PARK @ NINE23 MANOR	276.00		06/28/24
	HAP O'day J 072024				
20	01/25 AP 07/01/24 0040395	THUNDER RIDGE SR.APARTMENTS	385.00		06/28/24
	HAP_Shelton S 072024				
20	01/25 AP 07/01/24 0040395	THUNDER RIDGE SR.APARTMENTS	133.00		06/28/24
	HAP_Brown J 072024				05/00/0
20	01/25 AP 07/01/24 0040395	THUNDER RIDGE SR.APARTMENTS	191.00		06/28/24
	HAP_Garvis C 072024	THE PART OF THE PARTY OF THE PA	200 00		06/00/0
20	01/25 AP 07/01/24 0040395	THUNDER RIDGE SR.APARTMENTS 1	290.00		06/28/24
20	HAP_Wright S 072024 01/25 AP 07/01/24 0040395	THUNDER RIDGE SR.APARTMENTS	431.00		06/28/24
20	HAP Wright S 072024	THUNDER RIDGE SR.AFARIMENIS	431.00		00/20/29
20	01/25 AP 07/01/24 0040395	THUNDER RIDGE SR.APARTMENTS	336.00		06/28/24
20	HAP Birk J 072024	THOUBER RIDGE DR. ALARTMENTO	330.00		00/20/2
20	01/25 AP 07/01/24 0040395	THUNDER RIDGE SR.APARTMENTS	336.00		06/28/24
	HAP Ford M 072024				, ,
20	01/25 AP 07/01/24 0040395	THUNDER RIDGE SR.APARTMENTS	160.00		06/28/24
	HAP Voy M 072024				
20	01/25 AP 07/01/24 0040395	THUNDER RIDGE SR.APARTMENTS	120.00		06/28/24
	HAP_Friedrich D 072024				
20	01/25 AP 07/01/24 0040395	THUNDER RIDGE SR.APARTMENTS	458.00		06/28/24
	HAP_Lebahn B 072024				
20	01/25 AP 07/01/24 0040395	THUNDER RIDGE SR.APARTMENTS	477.00		06/28/24
	HAP_Strickland L 072024				
20	01/25 AP 07/01/24 0040395	THUNDER RIDGE SR.APARTMENTS I	233.00		06/28/24
	HAP_Matthias L 072024				

ACCOUNTING PERIOD 12/2024

ACCOUNT ACTIVITY LISTING PREPARED 07/09/2024, 10:32:37

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION---- CURRENT

GROUP	PO	ACCTG		-TRANSA	ACTION								CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCR	IPTION				DEBITS	CREDITS	BALANCE
*****													POST DT
FUND 2	217 SE	CTION 8	HOUSI	NG FUNI)	_ /							
217-2	2214-43	32.89-6	l MISC	ELLANEC	OUS SERVICE	S / HOUS	ASSIST	PMTS-OCC	CUPIED	Contil	nued		06/28/24
20					0040395	THUNDER	KIDGE	SR.APARTN	TENTS L		330.00		06/26/24
		HAP Mac					DIDAG	an 2020m	ADMINIO T		F26 00		06/28/24
20					0040395	THUNDER	RIDGE	SR.APARTN	MENTS L		526.00		06/28/24
		HAP_Lip					DIDGE	GB & D & D MB	amazono i		E00 00		06/28/24
20					0040395	THUNDER	RIDGE	SR.APARTN	JENTS L		509.00		06/26/24
		HAP_Ste				muunnann	DIDGE	OD ADADOM	ADMITO I		247.00		06/28/24
20					0040395	THUNDER	KIDGE	SR.APARTN	T CINT		247.00		00/20/24
0.0		HAP_Sto			0040205	MILLINDED	DIDOR	SR.APARTN	ADMITO T		494.00		06/28/24
20					0040395	IHUNDER	KIDGE	SK.APAKI	IENIS L		494.00		00/20/24
20		HAP_Hay			0040395	משתואותים	DIDGE	SR.APARTN	IDNITE I.		594.00		06/28/24
20		HAP Hov			0040333	THOMDER	KIDGB	DIC.ALARTI	IDINID D		334.00		00, 20, 21
20					0040395	THIMDER	RIDGE	SR.APARTN	ENTS I.		61.00		06/28/24
20		HAP Lei			0040323	IHOMDER	KIDOL	Dic.minut	121110 2		01.00		,,
20					0040395	THIMDER	RIDGE	SR.APARTN	ENTS L		452.00		06/28/24
20		HAP Lev			0010555	Inomban	KIDOL	D1::1111111111					,
20					0040395	THUNDER	RIDGE	SR.APARTN	MENTS L		497.00		06/28/24
		HAP Gre											
20					0040395	THUNDER	RIDGE	SR.APARTN	MENTS L		320.00		06/28/24
		HAP_Wag											
20					0040395	THUNDER	RIDGE	SR.APARTN	MENTS L		594.00		06/28/24
		HAP And											
20		01/25	AP 07	/01/24	0040397	VILLAGE	I AT N	INE23 APA	ARTMENT		417.00		06/28/24
		HAP Swa	artley	J 0720	24								
20		01/25	AP 07	/01/24	0040397	VILLAGE	I AT N	INE23 APA	RTMENT		533.00		06/28/24
		HAP_Duc	charme	T 0720	024								
20		01/25	AP 07	/01/24	0040397	VILLAGE	I AT N	INE23 APA	ARTMENT		462.00		06/28/24
		HAP_Mod											
20					0040397	VILLAGE	I AT N	INE23 APA	ARTMENT		156.00		06/28/24
		HAP_Por											25/20/21
20					0040397	VILLAGE	I AT N	INE23 APA	ARTMENT		328.00		06/28/24
		HAP_Dia				-							05/00/04
20					0040397	VILLAGE	IATN	INE23 APA	ARTMENT.		405.00		06/28/24
		HAP_Cla					T 3 M 1		notes and the same		E44 00		06/28/24
20					0040397	VILLAGE	T AT. N	INE23 APA	AKIMENI.		544.00		06/28/24
0.0		HAP_Pr			0040303	WILLDON	T 700 N	TANDO ADI	DOMENTO		243.00		06/28/24
20					0040397	VILLAGE	I AI N	INE23 APA	AR I MEM I		243.00		00/20/24
20		HAP Bra			0040397	77TT T 70T	T NT N	INE23 APA	ייינייניינייניינייניינייניינייניינייניי		531.00		06/28/24
20		HAP Her				VIDDAGE	TAIN	INEZJ AFF	AIC I PILSIV I		331.00		00/20/21
20					0040397	VIIIAGE	T 27 N	INE23 APA	PTMENT		312.00		06/28/24
20		HAP_Hav				VILLIAGE	I AI N	INDES ALL	IICI PILLIVI		312.00		00,20,21
20					0040397	VIII.AGE	T AT N	INE23 APA	RTMENT		531.00		06/28/24
20		HAP Ter				VILLENCE		11123 1111			001.00		00, 00, 00
20					0040397	VILLAGE	T AT N	INE23 APA	RTMENT		528.00		06/28/24
20		HAP Go					_ *** *		::		300.00		,,
20					0040397	VILLAGE	I AT N	INE23 APA	ARTMENT		291.00		06/28/24
		HAP Vai											-
20					0040397	VILLAGE	I AT N	INE23 APA	ARTMENT		548.00		06/28/24
_ •		,		, ,									

PREPARED 07/09/2024, 10:32:37 ACCOUNT ACTIVITY LISTING PAGE 22
PROGRAM GM360L ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS

										CHINDENIE
					ACTION			DEDIEG	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		DEBITS	CREDITS	POST DT
									************	FODI DI
CIMIL	217 CF	CTION 8	HOUS	TNG FIN	D					
217-	2214-4	32 89-6	1 MTS	CELLANE	OUS SERVICE	S / HOUS.ASSIST P	MTS-OCCUPIED	continued		
	~~~ .			B 07202		,				
20						VILLAGE I AT NIN	E23 APARTMENT	394.00		06/28/24
		HAP Fo								
20		01/25	AP 0	7/01/24	0040347	CEDAR FALLS UTIL	ITIES-SEC.8	231.00		06/28/24
					3557879					
20					0040347	CEDAR FALLS UTIL	ITIES-SEC.8	104.00		06/28/24
				7630719				04.00		06/00/04
20					0040347	CEDAR FALLS UTIL	ITIES-SEC.8	81.00		06/28/24
		BALM 4			2040245	CERTA DALLA UETI	TETER OF O	50.00		06/28/24
20					0040347	CEDAR FALLS UTIL	IIIES-SEC.8	50.00		00/20/24
20				1775462	0040347	CEDAR FALLS UTIL	TTTES-SEC 8	73.00		06/28/24
20				7918987		CEDAR TABLE VIII	IIID DEC.O	75.00		,,
20					0040347	CEDAR FALLS UTIL	ITIES-SEC.8	94.00		06/28/24
		Rule 9								
20					0040347	CEDAR FALLS UTIL	ITIES-SEC.8	221.00		06/28/24
				128389						
20		01/25	AP 0	7/01/24	0040347	CEDAR FALLS UTIL	ITIES-SEC.8	80.00		06/28/24
		Nimmo								
20					0040347	CEDAR FALLS UTIL	ITIES-SEC.8	128.00		06/28/24
		Young						111 00		06/28/24
20					0040347	CEDAR FALLS UTIL	ITIES-SEC.8	111.00		06/28/24
2.0				1134851	0040347	CEDAR FALLS UTIL	ייידים פטר 0	150.00		06/28/24
20				6504025		CEDAR FALLS UITE	IIIES-SEC.6	130.00		00/20/21
20					0040347	CEDAR FALLS UTIL	TTTES-SEC.8	95.00		06/28/24
20				8441540		CLDING THESE STEE				,
20					0040347	CEDAR FALLS UTIL	ITIES-SEC.8	163.00		06/28/24
				004386						
20		01/25	AP 0	7/01/24	0040347	CEDAR FALLS UTIL	ITIES-SEC.8	106.00		06/28/24
		Davis	13733	45676						
20					0040376	MALBEC PROPERTIE	B, LLC	411.00		06/28/24
				072024						05/00/04
20					0040376	MALBEC PROPERTIE	3, LLC	544.00		06/28/24
					072024	WALDES DRODEDWIN		481.00		06/28/24
20					0040376	MALBEC PROPERTIE	2, TILC	481.00		00/20/24
20				D 07202	0040350	CHRISTOPHERSON R	ZNITAT.C	543.00		06/28/24
20				J 0720		CHRISTOPHERBON R	JI IALO	313.00		00,20,21
20					0040350	CHRISTOPHERSON R	ENTALS	582.00		06/28/24
20				J 07202						, ,
20					0040350	CHRISTOPHERSON R	ENTALS	167.00		06/28/24
				eri A 0						
20					0040350	CHRISTOPHERSON R	ENTALS	541.00		06/28/24
		HAP_Hu	nt M	072024						
20					0040350	CHRISTOPHERSON R	ENTALS	591.00		06/28/24
				n B 072						06/00/6:
20					0040350	CHRISTOPHERSON R	ENTALS	504.00		06/28/24
		HAP TO	var S	072024						

ACCOUNT ACTIVITY LISTING PREPARED 07/09/2024, 10:32:37 ACCOUNTING PERIOD 12/2024 PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP NBR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBER	R DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
EIDID 01	2 CECUTON O HOUGING FUND				
	7 SECTION 8 HOUSING FUND	CES / HOUS.ASSIST PMTS-OCCUPIED	continued		
217-22.	01/25 AP 07/01/24 0040350	CHRISTOPHERSON RENTALS	275.00		06/28/24
20	HAP Lam C 072024	CHRISTOFHERSON RENTALD	273.00		00,20,21
20	01/25 AP 07/01/24 0040350	CHRISTOPHERSON RENTALS	897.00		06/28/24
20	HAP Dyer A 072024	CHRIDIOIHERDON REMIRED	037.00		00,20,21
20	01/25 AP 07/01/24 0040350	CHRISTOPHERSON RENTALS	670.00		06/28/24
20	HAP Ricks F 072024	CHRIDIOFHERDON RENIALD	0,0.00		00,20,21
20	01/25 AP 07/01/24 0040350	CHRISTOPHERSON RENTALS	419.00		06/28/24
20	HAP Wilson T 072024	CHRISTOFHERSON RENTALD	113.00		\$5,25,21
20	01/25 AP 07/01/24 0040350	CHRISTOPHERSON RENTALS	474.00		06/28/24
20	HAP Sherwood S 072024	CHRISTOPHERSON RENTALS	474.00		00/20/21
20	01/25 AP 07/01/24 0040350	CHRISTOPHERSON RENTALS	121.00		06/28/24
20	HAP Hall T 072024	CHRISTOPHERSON RENTALD	121.00		00/20/21
20	01/25 AP 07/01/24 0040350	CHRISTOPHERSON RENTALS	486.00		06/28/24
20	HAP Jones S 072024	CHRISTOPHERSON RENTALS	400.00		00/20/21
20	01/25 AP 07/01/24 0040385	PETERSEN, RANDEL	1,208.00		06/28/24
20	HAP Brown S 072024	FEIBASEN, KANDED	1,200.00		00/20/21
20	01/25 AP 07/01/24 0040356	EPM IOWA	633.00		06/28/24
20	HAP Thompson T 072024	EPM IOWA	033.00		00/20/24
20	01/25 AP 07/01/24 0040354	DC MANAGEMENT, LLC	650.00		06/28/24
20	HAP Strickland S 072024	DC MANAGEMENT, LLC	050.00		00/20/24
20	01/25 AP 07/01/24 0040374	KROEMER, KRAIG	750.00		06/28/24
20		RROEMER, RRAIG	750.00		00/20/24
20	HAP_Chapman J 072024 01/25 AP 07/01/24 0040375	LEGACY RESIDENTIAL	374.00		06/28/24
20		LEGACI RESIDENTIAL	3/4.00		00/20/24
20	HAP_Ross Z 072024 01/25 AP 07/01/24 0040375	LEGACY RESIDENTIAL	85.00		06/28/24
20	HAP Jordan L 072024	LEGACI RESIDENTIAL	65.00		00/20/24
20		ONI INVEGEMENTS IIC	544.00		06/28/24
20	01/25 AP 07/01/24 0040381	OWL INVESTMENTS, LLC	544.00		00/28/24
2.0	HAP_Schroeder S 072024	ODECORNE CONDOMINIUMS IIC	465 00		06/28/24
20	01/25 AP 07/01/24 0040352	CRESCENT CONDOMINIUMS, LLC	465.00		00/20/24
0.0	HAP_Lohr K 072024	DOGEDO DEDION	1,373.00		06/28/24
20	01/25 AP 07/01/24 0040389	ROGERS, DERICK	1,3/3.00		06/28/24
20	HAP_Santiago-Lebro 072024	DOGEDG DEDIGE	353.00		06/28/24
20	01/25 AP 07/01/24 0040389	ROGERS, DERICK	757.00		06/28/24
0.0	HAP Sherwood J 072024	WAT DOWN	284 00		06/28/24
20	01/25 AP 07/01/24 0040372	KAI, BRENT	284.00		06/28/24
0.0	HAP_Hamilton T 072024	MODDIA DIAWADA D	1 200 00		06/20/24
20	01/25 AP 07/01/24 0040379	MORRIS, RICHARD R.	1,200.00		06/28/24
	HAP_Young C 072024		101 00		06/00/04
20	01/25 AP 07/01/24 0040390	STAND FIRM PROPERTIES LLC	484.00		06/28/24
	HAP_Hodge G 072024		727 00		06/00/04
20	01/25 AP 07/01/24 0040390	STAND FIRM PROPERTIES LLC	737.00		06/28/24
	HAP Rousseau G 072024				05/00/01
20	01/25 AP 07/01/24 0040402	WYMORE, LARRY R.	237.00		06/28/24
	HAP MOFFETT J 072024				
20	01/25 AP 07/01/24 0040370	JDR PROPERTIES, INC.	202.00		06/28/24
	HAP_Diaz J 072024				
20	01/25 AP 07/01/24 0040371	JLL EXTENDED STAY INN	222.00		06/28/24
	HAP_Zanders D 072024				
20	01/25 AP 07/01/24 0040371	JLL EXTENDED STAY INN	400.00		06/28/24

PREPARED 07/09/2024, 10:32:37 ACCOUNT ACTIVITY LISTING PAGE 24
PROGRAM GM360L ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS

OUP PO	ACCTGTRANSACTION		DEBITS	CURRENT
	ECTION 8 HOUSING FUND			
17-2214-4	432.89-61 MISCELLANEOUS SE HAP Pfeiffer M 072024	RVICES / HOUS.ASSIST PMTS-OCCUPIED	continued	
20		71 JLL EXTENDED STAY INN	462.00	06/28/24
20	HAP Wester L 072024	71 OHE EXIENDED STAT INN	102.00	00,,
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	411,00	06/28/24
20	HAP Billman D 072024			
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	415.00	06/28/24
	HAP_Cruise B 072024			
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	483.00	06/28/24
	HAP_Garrigus S 072024		05.00	06/28/24
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	25.00	06/28/24
20	HAP_Hoodjer S 072024 01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	414.00	06/28/24
20	HAP Humphrey E 072024	76 VIDDAGE II AI NINEZS AFARIMEN	414.00	00/20/21
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	600.00	06/28/24
- +	HAP BALM D 072024			
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	434.00	06/28/24
	HAP_Harmon A 072024			
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	714.00	06/28/24
	HAP_Coleman P 072024	OO STATE OF THE MENTAL ADADEMENT	380.00	06/28/24
20	01/25 AP 07/01/24 00403 HAP OBrien N 072024	98 VILLAGE II AT NINE23 APARTMEN	380.00	00/20/24
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	409.00	06/28/24
20	HAP Saccento J 072024	VIEDIOD II III MIMBO MIMONIA	203.00	,,
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	514.00	06/28/24
	HAP Harken G 072024			
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	421.00	06/28/24
	HAP_Dzapo S 072024			05/00/04
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	535.00	06/28/24
20	HAP_Haug K 072024 01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	509.00	06/28/24
20	HAP Loffredo C 072024	96 VILLAGE II AI NINEZS AFARIMEN	509.00	00/20/24
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	582.00	06/28/24
	HAP Lane S 072024			
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	478.00	06/28/24
	HAP_Wheeler S 072024			
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	105.00	06/28/24
	HAP_O'dell J 072024	OG WITTINGS IT AM NINGS ADADMIN	402.00	06/28/24
20	01/25 AP 07/01/24 00403 HAP Wilson J 072024	98 VILLAGE II AT NINE23 APARTMEN	402.00	06/28/24
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	244.00	06/28/24
20	HAP Rogers J 072024	JO VIDINGE II HI MIMES IIIIMINEN	211.00	,,
20	01/25 AP 07/01/24 00403	98 VILLAGE II AT NINE23 APARTMEN	785.00	06/28/24
	HAP_Willis C 072024			
20	01/25 AP 07/01/24 00403	65 HOUSING AUTHORITY OF JOLIET	978.00	06/28/24
	HAP_Wilson Q 072024			0.010.010.1
20	01/25 AP 07/01/24 00403	66 HOWARD, BRAD	547.00	06/28/24
	HAP Thrower M 072024	OF DESTRUCTION OF THE PROPERTY AND THE PROPERTY OF THE PROPERT	E27 00	06/28/24
20	01/25 AP 07/01/24 00403 HAP Stewart J 072024	87 R & R RENTAL PROPERTIES, LLC	531.00	00/28/24

ACCOUNT ACTIVITY LISTING PREPARED 07/09/2024, 10:32:37 ACCOUNTING PERIOD 12/2024 PROGRAM GM360L

CITY OF CEDAR FALLS

ROUP P NBR NB	O ACCTGTRANSACTION R PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
UND 217	SECTION 8 HOUSING FUND				
217-2214	-432.89-61 MISCELLANEOUS SERVICE	ES / HOUS.ASSIST PMTS-OCCUPIED	continued		
20	01/25 AP 07/01/24 0040364 HAP Clinton A 072024	HAGEDORN, JEREMIAH	372.00		06/28/24
20	01/25 AP 07/01/24 0040364 HAP Gottfried L 072024	HAGEDORN, JEREMIAH	837.00		06/28/24
20	01/25 AP 07/01/24 0040362	GOV, LLC	1,024.00		06/28/24
20	HAP Guzzle T 072024 01/25 AP 07/01/24 0040345	CARL ERICSON	806.00		06/28/24
20	HAP_Leohr K 072024 01/25 AP 07/01/24 0040345	CARL ERICSON	976.00		06/28/24
20	HAP_Burk B 072024 01/25 AP 07/01/24 0040345	CARL ERICSON	697.00		06/28/24
20	HAP_Cooper L 072024 01/25 AP 07/01/24 0040401	WINGERT, BRIAN	535.00		06/28/24
20	HAP_Holden K 072024 01/25 AP 07/01/24 0040380	OAKVIEW PROPERTIES LLC	1,000.00		06/28/24
20	HAP_Jurries P 072024 01/25 AP 07/01/24 0040348	CEDAR VALLEY LIVING LLC	254.00		06/28/24
20	HAP_Bachman K 072024 01/25 AP 07/01/24 0040348	CEDAR VALLEY LIVING LLC	367.00		06/28/24
20	HAP_White L 072024 01/25 AP 07/01/24 0040348	CEDAR VALLEY LIVING LLC	651.00		06/28/24
20	HAP_Johnson T 072024 01/25 AP 07/01/24 0040394	THIRD AVE PLACE LLC	748.00		06/28/24
20	HAP_Boehmer R 072024 01/25 AP 07/01/24 0040373	KELLY PROPERTY INVESTMENTS LL	240.00		06/28/24
20	HAP_Clayton R 072024 01/25 AP 07/01/24 0040378	MCKERNAN, PAMELA	448.00		06/28/24
20	HAP_Buchanan J 072024 01/25 AP 07/01/24 0040377	MCH INVESTMENTS LLC	527.00		06/28/24
	HAP_Langel A 072024				06/28/24
20	01/25 AP 07/01/24 0040377 HAP_Barr G 072024	MCH INVESTMENTS LLC	461.00		
20	01/25 AP 07/01/24 0040384 HAP_Bond J 072024	PAULSON, JAMES	284.00		06/28/24
20	01/25 AP 07/01/24 0040355 HAP_Davis D 072024	ELMCREST ESTATES, L.C.	524.00		06/28/24
20	01/25 AP 07/01/24 0040358 HAP Wenzel J 072024	G P MANAGEMENT LLC	391.00		06/28/24
20	01/25 AP 07/01/24 0040393 HAP Dornbrock M 072024	T.J.J.C. L.L.C.	264.00		06/28/24
20	01/25 AP 07/01/24 0040393 HAP Fruchtenicht J 072024	T.J.J.C. L.L.C.	433.00		06/28/24
20	01/25 AP 07/01/24 0040393	T.J.J.C. L.L.C.	411.00		06/28/24
20	HAP_Bracelly J 072024 01/25 AP 07/01/24 0040393	T.J.J.C. L.L.C.	339.00		06/28/24
20	HAP_Beck D 072024 01/25 AP 07/01/24 0040393	T.J.J.C. L.L.C.	202.00		06/28/24
20	HAP_Hornback K 072024 01/25 AP 07/01/24 0040360	GERDES III, BENJAMIN P.	1,600.00		06/28/24

PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

PAGE 26 ACCOUNTING PERIOD 12/2024

NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION		CREDITS	CURRENT BALANCE POST DT
EUNID 217 CE	CTION 8 HOUSING FUND				
217-2214-4	32.89-61 MISCELLANEOUS SERVICE HAP Tranby A 072024	ES / HOUS.ASSIST PMTS-OCCUPIED	continued		
20	01/25 AP 07/01/24 0040360 HAP Schmidt K 072024	GERDES III, BENJAMIN P	109.00		06/28/24
20		GERDES III, BENJAMIN P.	1,080.00		06/28/24
20	01/25 AP 07/01/24 0040369 HAP Porter C 072024	J & A PROPERTIES	788.00		06/28/24
20	01/25 AP 07/01/24 0040341 HAP Barton C 072024	BARTELT RENTALS L.C.	873.00		06/28/24
20	01/25 AP 07/01/24 0040341	BARTELT RENTALS L.C.	914.00		06/28/24
20	HAP_Homan N 072024 01/25 AP 07/01/24 0040341	BARTELT RENTALS L.C.	632.00		06/28/24
20	HAP_Luck J 072024 01/25 AP 07/01/24 0040344 HAP_Ross S 072024	C & H HOLDINGS LLC	673.00		06/28/24
	ACCOUNT TOTAL		111,325.00	04.00	111,325.00
	32.89-65 MISCELLANEOUS SERVICE				25/22/24
20	01/25 AP 07/01/24 0040351 AF Levry S 072024		58.78		06/28/24
20	01/25 AP 07/01/24 0040365 AF_Wilson Q 072024	HOUSING AUTHORITY OF JOLIET	48.79		06/28/24
	ACCOUNT TOTAL		107.57	00	107.57
	FUND TOTAL		111,432.57	00	111,432.57
	MMUNITY BLOCK GRANT UST & AGENCY				
	REET REPAIR FUND	LDGS / CEDAR HEIGHTS AREA RECON			
2162	12/24 AP 06/27/24 0400263 3271-N.CEDAR HEIGHTS PHII	BLACK HAWK CO.RECORDER	5.00		06/28/24
PROJECT#: 2162		BLACK HAWK CO.RECORDER	5.00		06/28/24
PROJECT#:	3271-N.CEDAR HEIGHTS PHII	GROVER DEED FEE			,,
2143	12/24 AP 06/25/24 0400255 3271-PARCEL#214-N.CDR.HGT	MICHAEL & KIMBERLY FRANK AND CONDEMNATION #556	8,327.00		06/26/24
PROJECT#: 2143	023271 12/24 AP 06/25/24 0400249 3271-PARCEL#214-N.CDR.HGT	BLACK HAWK CO.SHERIFF SHERIFF COSTS-CONDEMNAT:	434.01		06/26/24
PROJECT#: 2143	023271 12/24 AP 06/25/24 0400250 3271-PARCEL#214-N.CDR.HGT	BLACK HAWK CO.SHERIFF COMMISS.COSTS-CONDEMNAT.	1,283.04		06/26/24

PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

PAGE 27 ACCOUNTING PERIOD 12/2024

CITI OI CH					
GROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE
					TOBI BI
242-1240-4		LDGS / CEDAR HEIGHTS AREA RECON	continued		
PROJECT#:		DE NOVE HANDE GO DEGODDED	22.00		06/26/24
	12/24 AP 06/25/24 0400248 3271-N.CEDAR HEIGHTS PHII		22.00		00/20/24
PROJECT#:		DIAGE HAVE GO DEGODDED	5.00		06/26/24
	12/24 AP 06/25/24 0400248 3271-N.CEDAR HEIGHTS PHII	BLACK HAWK CO.RECORDER PANICUCCI DEED FEE	5.00		00/20/24
PROJECT#:	: 023271 12/24 AP 06/25/24 0400248	BLACK HAWK CO.RECORDER	5.00		06/26/24
PROJECT#:	3271-N.CEDAR HEIGHTS PHII	HAMER DEED FEE	3.00		33, 23, 23
	12/24 AP 06/25/24 0400248	BLACK HAWK CO.RECORDER	22.00		06/26/24
PROJECT#:	3271-N.CEDAR HEIGHTS PHII	HAMER WARRANTY DEED			
2143	12/24 AP 06/25/24 0400248	BLACK HAWK CO.RECORDER	17.00		06/26/24
	3271-N.CEDAR HEIGHTS PHII	MAUGHAN ESTATE DEED			
PROJECT#:			00.00		06/26/24
2143	12/24 AP 06/25/24 0400248		22.00		06/26/24
DDO TROPH	3271-N.CEDAR HEIGHTS PHII	GROVER WARRANTY DEED			
PROJECT#:	023271				
	ACCOUNT TOTAL		10,147.05	.00	10,147.05
	FUND TOTAL		10,147.05	.00	10,147.05
	ABLE TV FUND				
	131.72-01 OPERATING SUPPLIES /		5.15		07/02/24
2127	12/24 AP 06/12/24 0007502	FARMERS STATE BANK	7.15		07/02/24
2127	DEPOSIT TICKET BOOKS 12/24 AP 06/03/24 0007518	DROPEGSIONAL COLUTIONS	2.19		07/02/24
2127	MAY CREDIT CARD FEES	PROFESSIONAL SOLUTIONS	2.17		01,02,21
	ACCOUNT TOTAL		9.34	.00	9.34
	11000111 201111				
254-1088-4	131.89-18 MISCELLANEOUS SERVIC				
2186	12/24 AP 06/29/24 0400285	DEWITT, JASON	240.00		07/02/24
	PARADE & MARINE BAND	CAMERA OPERATOR	240 00		07/02/24
2186	12/24 AP 06/29/24 0400293	SURMA, JOSEPH EDWARD	240.00		07/02/24
2186	PARADE & MARINE BAND 12/24 AP 06/29/24 0400299	CAMERA OPERATOR WALTERS, CLAYTON	150.00		07/02/24
2100	STURGIS FALLS PARADE	CAMERA OPERATOR	130.00		3., 32, 21
2186	12/24 AP 06/29/24 0400292	STOW, CHRISTIAN	220.00		07/02/24
2142	OVERMAN PARK CONCERTS	CAMERA OPERATOR SIMPSON, MARK	125.00		06/26/24
2143	12/24 AP 06/21/24 0400258 CF BASEBALL-CR JEFFERSON	ANNOUNCER	123.00		00/20/24
PROJECT# ·	: 759	21414OOMCDR			
2143	12/24 AP 06/21/24 0400254	JOACHIM, JOHN D	100.00		06/26/24
	,,	•			

FUND TOTAL

PREPARED 07/09/2024, 10:32:37 ACCOUNT ACTIVITY LISTING PAGE 28 ACCOUNTING PERIOD 12/2024 PROGRAM GM360L CITY OF CEDAR FALLS ______ CURRENT DEBITS CREDITS BALANCE GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 254 CABLE TV FUND 254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING continued

254-1088-	CF BASEBALL-CR JEFFERSON	ANNOUNCER	001101111111111111111111111111111111111		
PROJECT#			100.00		06/26/24
2143	12/24 AP 06/21/24 0400252 CF BASEBALL-CR JEFFERSON	DEWITT, JASON CAMERA OPERATOR	100.00		06/26/24
PROJECT#		CAMERA OFERATOR			
2143	12/24 AP 06/21/24 0400260	SURMA, JOSEPH EDWARD	100.00		06/26/24
	CF BASEBALL-CR JEFFERSON	CAMERA OPERATOR			
PROJECT#			100.00		06/26/24
2143	12/24 AP 06/21/24 0400259	STOW, CHRISTIAN CAMERA OPERATOR	100.00		06/26/24
PDO TECT#	CF BASEBALL-CR JEFFERSON: 759	CAMERA OPERATOR			
	12/24 AP 06/21/24 0400256	OLSEN, DANIEL P	100.00		06/26/24
	CF BASEBALL-CR JEFFERSON	CAMERA OPERATOR			
PROJECT#	: 759				
	A OGOLDUM MOMAL		1,475.00	00	1,475.00
	ACCOUNT TOTAL		1,4/3.00	.00	1,473.00
	FUND TOTAL		1,484.34	.00	1,484.34
DIDID OF O	ADUTNG FIRE				
	ARKING FUND 435.71-01 OFFICE SUPPLIES / OF	FICE SUPPLIES			
2127	12/24 AP 06/12/24 0007502		71.47		07/02/24
	DEPOSIT TICKET BOOKS				
			71.47	0.0	71.47
	ACCOUNT TOTAL		/1.4/	_00	/1.4/
258-5531-	435.89-15 MISCELLANEOUS SERVIC	ES / CREDIT CARD CHARGES			
2127	12/24 AP 06/03/24 0007514	PROFESSIONAL SOLUTIONS	237.86		07/02/24
	MAY CREDIT CARD FEES	PROPERTIES OF THE TOTAL	75.68		07/02/24
2127	12/24 AP 06/03/24 0007515 MAY CREDIT CARD FEES	PROFESSIONAL SOLUTIONS	75.68		07/02/24
2127	12/24 AP 06/03/24 0007516	PROFESSIONAL SOLUTIONS	214.91		07/02/24
2127	MAY CREDIT CARD FEES				
2127	12/24 AP 06/03/24 0007517	PROFESSIONAL SOLUTIONS	9.89		07/02/24
	MAY CREDIT CARD FEES		60. 50	32%	07/02/24
2127	12/24 AP 06/03/24 0007518	PROFESSIONAL SOLUTIONS	62.79		07/02/24
	MAY CREDIT CARD FEES				
	ACCOUNT TOTAL		601.13	.00	601.13

672.60 672.60

3,593.37

.00

3,593.37

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS ______ GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 261 TOURISM & VISITORS 261-2291-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES 07/02/24 14.75 12/24 AP 06/03/24 0007521 PROFESSIONAL SOLUTIONS MAY CREDIT CARD FEES 14.75 14.75 .00 ACCOUNT TOTAL 14.75 14.75 .00 FUND TOTAL FUND 262 SENIOR SERVICES & COMM CT 262-1092-423.85-01 UTILITIES / UTILITIES 06/28/24 12/24 AP 06/05/24 0400306 CEDAR FALLS UTILITIES 900.15 1750 COMMUNITY CNTER UTILITIES 900.15 ACCOUNT TOTAL 900.15 .00 900.15 .00 900.15 FUND TOTAL FUND 291 POLICE FORFEITURE FUND FUND 292 POLICE RETIREMENT FUND 292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP 630.85 07/02/24 12/24 AP 06/07/24 0007497 EMC RISK SERVICES, LLC 2127 WORKER COMP-POLICE CLAIM 630.85 .00 630.85 ACCOUNT TOTAL .00 630.85 630.85 FUND TOTAL FUND 293 FIRE RETIREMENT FUND 293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP 07/02/24 12/24 AP 06/07/24 0007497 EMC RISK SERVICES, LLC 3,593.37 WORKER COMP-FIRE CLAIM .00 3,593.37 ACCOUNT TOTAL 3,593.37

FUND 294 LIBRARY RESERVE

FUND TOTAL

PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L CITY OF CEDAR FALLS

## ACCOUNT ACTIVITY LISTING

PAGE 30 ACCOUNTING PERIOD 12/2024

CITY OF CED.	AK FALLS				
GROUP PO	ACCTGTRANSACTION				CURRENT
NBR NBR	PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
				·	POST DT
2000 DOE GO	DEPAIL DIAVED CADITAL				
FUND 295 SO FUND 296 GO	FTBALL PLAYER CAPITAL				
	C FACILITIES CAPITAL				
	ARST CAPITAL				
	BT SERVICE FUND				
	SHINGTON PARK FUND				
FUND 404 FE	MA				
404-1220-4	31.92-37 STRUCTURE IMPROV & B				
2149	12/24 AP 05/09/24 0400044			64	06/26/24
	PROJECT NO. CORRECTION	POC#8031880-REPL.POSTAGE			
	012017	awa a poo	. 64		06/26/24
2149	12/24 AP 05/09/24 0400044	CMRS-POC 03/18/24-05/09/24	* 04		00/20/24
DBO TECH!	POC#8031880-REPL.POSTAGE 023198	03/18/24-05/09/24			
PROJECT#: 2149	12/24 AP 03/17/24 0399810	CMRS-POC		14.08	06/26/24
2147	PROJECT NO. CORRECTION	POC#8031880-REPL.POSTAGE			,
PROJECT#:					
2149	12/24 AP 03/17/24 0399810	CMRS-POC	14.08		06/26/24
	POC#8031880-REPL.POSTAGE	02/27/24-03/17/24			
PROJECT#:	023198				
2149	12/24 AP 01/25/24 0399618	CMRS-POC		30.87	06/26/24
	PROJECT NO. CORRECTION	POC#8031880-REPL.POSTAGE			
PROJECT#:			20.05		06/06/04
2149	12/24 AP 01/25/24 0399618	CMRS-POC	30.87		06/26/24
DDO TEGE	POC#8031880-REPL.POSTAGE	11/08/23-01/25/24			
PROJECT#: 2149	023198 12/24 AP 11/07/23 0399357	CMRS-POC		13.23	06/26/24
2149	PROJECT NO. CORRECTION	POC#8031880-REPL.POSTAGE		20100	
PROJECT#:		100  0001000 11212110211102			
2149	12/24 AP 11/07/23 0399357	CMRS-POC	13.23		06/26/24
	POC#8031880-REPL.POSTAGE	09/01/23-11/07/23			
PROJECT#:					
	ACCOUNT TOTAL		58.82	58.82	.00
	TIPLE MOMES		58.82	58.82	.00
	FUND TOTAL		58.82	58.82	.00
FUND 405 FL	OOD RESERVE FUND				
	SION IOWA PROJECT				
	REET IMPROVEMENT FUND				
FUND 410 CO	RONAVIRUS LOCAL RELIEF				
FUND 430 TI					
	31.91-10 LAND / INDUSTRIAL PA		24.25		05/00/5
2162	12/24 AP 06/10/24 0400267	CEDAR FALLS UTILITIES	36.25		06/28/24
	UTILITIES THRU 06/10/24				
	ACCOUNT TOTAL		36.25	.00	36.25
	ACCOUNT TOTAL		30.25	5.5.4	00.20

PREPARED 07/09/2024, 10:32:37

ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

ACCOUNTING PERIOD 12/2024 CITY OF CEDAR FALLS ______ GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION _____ POST DT ----FUND 430 TIF BOND 36.25 .00 36.25 FUND TOTAL FUND 431 2014 BOND FUND 432 2003 BOND FUND 433 2001 TIF FUND 434 2024 BOND FUND 435 1999 TIF FUND 436 2016 BOND FUND 437 2018 BOND FUND 438 2020 BOND FUND 439 2022 BOND FUND 443 CAPITAL PROJECTS 443-1220-431.94-23 CAPITAL PROJECTS / PROPERTY BUYOUTS 12/24 AP 06/10/24 0400267 CEDAR FALLS UTILITIES 120.74 06/28/24 2162 UTILITIES THRU 06/10/24 120.74 .00 120.74 ACCOUNT TOTAL 443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION 12/24 AP 06/10/24 0400267 CEDAR FALLS UTILITIES 131.65 06/28/24 2162 UTILITIES THRU 06/10/24 131.65 .00 131.65 ACCOUNT TOTAL 252.39 ...00 252.39 FUND TOTAL 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 07/02/24 2127 12/24 AP 06/07/24 0007506 IOWA DEPT.OF REVENUE 231.14 COMMERCIAL GARBAGE A/R MONTHLY SALES TAX . 00 231.14 231.14 ACCOUNT TOTAL

PREPARED 07/09/2024, 10:32:37 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

PAGE 32 ACCOUNTING PERIOD 12/2024

GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBIT		CURRENT BALANCE
FUND 551 REFUSE FUND			
551-6685-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT			
2127 12/24 AP 06/14/24 0007512 ISOLVED BENEFIT SE HEALTH INS. REIMBURSEMENT	RVICES, INC 67.93		07/02/24
2127 12/24 AP 06/14/24 0007512 ISOLVED BENEFIT SE HEALTH INS. REIMBURSEMENT	RVICES, INC 108.79		07/02/24
ACCOUNT TOTAL	176.72	0.0	176.72
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 2127 12/24 AP 06/12/24 0007502 FARMERS STATE BANK DEPOSIT TICKET BOOKS	28.59		07/02/24
ACCOUNT TOTAL	28.59	.00	28.59
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 2186 12/24 AP 07/01/24 0400294 TALK TO ME TECHNOL REFUND-OVERPAYMENT CLOSED ACCOUN			07/02/24
ACCOUNT TOTAL	111.05	00	111.05
551-6685-436.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SER 2143 12/24 AP 06/10/24 0400261 U.S. CELLULAR SECURITY CAMERA-RECYCLING 06/09-07/08/2	99.08		06/26/24
ACCOUNT TOTAL	99.08	00	99.08
551-6685-436.85-01 UTILITIES / UTILITIES 2162 12/24 AP 06/10/24 0400267 CEDAR FALLS UTILIT UTILITIES THRU 06/10/24	IES 1,075.12		06/28/24
ACCOUNT TOTAL	1,075.12	00	1,075.12
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN 2143 12/24 AP 06/15/24 0400247 BLACK HAWK CO.LAND LANDFILL SRV:6/1-6/15/24	FILL 23,541.64		06/26/24
2143 12/24 AP 04/30/24 0400247 BLACK HAWK CO.LAND LANDFILL SRV:4/16-4/30/24	FILL 19,771.40		06/26/24
ACCOUNT TOTAL	43,313.04	∈, 00	43,313.04
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX 2127 12/24 AP 06/07/24 0007506 IOWA DEPT.OF REVEN MONTHLY SALES TAX COMMERCIAL GA			07/02/24
ACCOUNT TOTAL	191.07	≥.00	191.07

PREPARED 07/09/2024, 10:32:37

ACCOUNT TOTAL

FUND TOTAL

### ACCOUNT ACTIVITY LISTING

ACCOUNTING PERIOD 12/2024 PROGRAM GM360L CITY OF CEDAR FALLS ______ GROUP PO ACCTG ----TRANSACTION----CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS POST DT ----FUND 551 REFUSE FUND 551-6685-436.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES 12/24 AP 06/03/24 0007524 PROFESSIONAL SOLUTIONS 07/02/24 577.34 2127 MAY CREDIT CARD FEES 07/02/24 PROFESSIONAL SOLUTIONS 60.54 2127 12/24 AP 06/03/24 0007518 MAY CREDIT CARD FEES 637.88 .00 ACCOUNT TOTAL 637.88 .00 45,863.69 FUND TOTAL 45,863.69 FUND 552 SEWER RENTAL FUND 552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT 12/24 AP 06/14/24 0007512 ISOLVED BENEFIT SERVICES, INC 111.90 07/02/24 2127 HEALTH INS. REIMBURSEMENT 07/02/24 2127 12/24 AP 06/14/24 0007512 ISOLVED BENEFIT SERVICES, INC 108.58 HEALTH INS. REIMBURSEMENT .00 ACCOUNT TOTAL 220.48 220.48 552-6665-436.85-01 UTILITIES / UTILITIES 12/24 AP 06/10/24 0400267 CEDAR FALLS UTILITIES 06/28/24 7.289.90 2162 UTILITIES THRU 06/10/24 .00 7,289.90 ACCOUNT TOTAL 7,289.90 552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL 12/24 AP 06/15/24 0400247 BLACK HAWK CO.LANDFILL 06/26/24 509.55 2143 LANDFILL SRV:6/1-6/15/24 12/24 AP 04/30/24 0400247 BLACK HAWK CO.LANDFILL 06/26/24 117.82 2143 LANDFILL SRV:4/16-4/30/24 627.37 .00 627.37 ACCOUNT TOTAL 552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX 12/24 AP 06/07/24 0007506 IOWA DEPT.OF REVENUE 07/02/24 10,245.17 COMMERCIAL SEWER MONTHLY SALES TAX

10,245.17

18,382.92

.00

.00

10,245.17

18,382.92

07/02/24

998.00

9,525.93

.00

.00

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L

606-1078-441.93-01 EQUIPMENT / EQUIPMENT

PHONES/TABLETS

2.4

01/25 AP 06/06/24 0400297 U.S. CELLULAR

ACCOUNT TOTAL

FUND TOTAL

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ---FUND 553 2004 SEWER BOND FUND 555 STORM WATER UTILITY 555-6630-432.85-01 UTILITIES / UTILITIES 49.18 06/28/24 2162 12/24 AP 06/10/24 0400267 CEDAR FALLS UTILITIES UTILITIES THRU 06/10/24 .00 49.18 49.18 ACCOUNT TOTAL .00 49.18 49.18 FUND TOTAL FUND 570 SEWER ASSESSMENT FUND 606 DATA PROCESSING FUND 606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES 12/24 AP 06/10/24 0400268 CEDAR FALLS UTILITIES 10.00 06/28/24 LIBRARY DOMAIN NAME STATIC IP ADDRESS 10.00 10.00 .00 ACCOUNT TOTAL 606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT 01/25 AP 06/19/24 0400332 VERIZON WIRELESS 07/08/24 1,120.82 43 WIRELESS SRV:6/20-7/19/24 01/25 AP 06/06/24 0400297 U.S. CELLULAR 07/02/24 24 4,139.61 WIRELESS SRV:6/6-7/5/24 5,260.43 .00 5,260.43 ACCOUNT TOTAL 606-1078-441.82-30 COMMUNICATION / FIBER OPTICS 3,257.50 06/28/24 12/24 AP 06/10/24 0400268 CEDAR FALLS UTILITIES 2162 FIBER POINT:5/11-6/10/24 .00 3,257.50 3,257.50 ACCOUNT TOTAL

998.00

998.00

9,525.93

PREPARED 07/09/2024, 10:32:37 ACCOUNT ACTIVITY LISTING PAGE 35 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNTING PERIOD 12/2024

	PO ACCTGTRANSACTION BR PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE
					POST DT
IND 680	HEALTH INSURANCE FUND				
	2-457.51-01 INSURANCE / HEALTH I	NSURANCE			
2127	12/24 AP 06/28/24 0007535 HEALTH CLAIMS PROCESSING	WELLMARK IOWA	51,282.01		07/02/24
2127	12/24 AP 06/25/24 0007536 COBRA MONTHLY ADMIN FEE	WEX HEALTH, INC.	125.40		07/02/24
2127	12/24 AP 06/24/24 0007501	EXPRESS SCRIPTS, INC.	12,862.78		07/02/24
2127	RX CLAIMS PROCESSING 12/24 AP 06/21/24 0007534	WELLMARK IOWA	32,597.82		07/02/24
127	HEALTH CLAIMS PROCESSING 12/24 AP 06/17/24 0007500	EXPRESS SCRIPTS, INC.	73,591.75		07/02/24
127	RX CLAIMS PROCESSING 12/24 AP 06/14/24 0007533	WELLMARK IOWA	23,806.09		07/02/24
127	HEALTH CLAIMS PROCESSING 12/24 AP 06/10/24 0007499	EXPRESS SCRIPTS, INC.	27,160.49		07/02/24
127	RX CLAIMS PROCESSING 12/24 AP 06/03/24 0007498	EXPRESS SCRIPTS, INC.	7,050.32		07/02/24
127	RX CLAIMS PROCESSING	Barabb Bearing, The	7,030.32		07,02,21
	ACCOUNT TOTAL		228,476.66	.00	228,476.66
80-1902 127	2-457.51-06 INSURANCE / DENTAL I 12/24 AP 06/03/24 0007496		8,484.68		07/02/24
	JUN 2024 DENTAL				
	ACCOUNT TOTAL		8,484.68	.00	8,484.68
	FUND TOTAL		236,961.34	0.0	236,961.34
	HEALTH SEVERANCE				
	2-457.51-10 INSURANCE / HEALTH S 01/25 AP 06/24/24 0400300	WINTERBERG, PATSY	686.70		07/02/24
81-1902	2-457.51-10 INSURANCE / HEALTH S	WINTERBERG, PATSY MEDICARE SUPPLPATSY	686.70 799.80		07/02/24 07/02/24
31-1902 24	2-457.51-10 INSURANCE / HEALTH S: 01/25 AP 06/24/24 0400300 RMB:JUL-SEP'24 HEALTH SEV 01/25 AP 06/24/24 0400300	WINTERBERG, PATSY MEDICARE SUPPL,-PATSY WINTERBERG, PATSY		<u>.</u> 00	

FUND 682 HEALTH INSURANCE - FIRE

PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 36 ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS			
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 685 VEHICLE MAINTENANCE FUND FUND 686 PAYROLL FUND			
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES 2127 12/24 AP 06/14/24 0007530 UNITED STATES TREASURY FEDERAL WITHHOLDING TAX 06/14/24 PAYROLL	68,491.08		07/02/24
ACCOUNT TOTAL	68,491.08	.00	68,491.08
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING 2127 12/24 AP 06/17/24 0007508 IOWA DEPT.OF REVENUE STATE WITHHOLDING TAX 06/14/24 PAYROLL	27,954.29		07/02/24
STATE WITHHOLDING TAX 06/14/24 PAYROLL 2127 12/24 AP 06/03/24 0007507 IOWA DEPT.OF REVENUE STATE WITHHOLDING TAX 05/31/24 PAYROLL	28,980.69		07/02/24
ACCOUNT TOTAL	56,934.98	.00	56,934.98
686-0000-222.03-00 PAYROLL LIABILITY / FICA 2127	93,187.22		07/02/24
ACCOUNT TOTAL	93,187.22	.00	93,187.22
686-0000-222.04-00 PAYROLL LIABILITY / IPERS 2127	231,327.46	V	07/02/24
ACCOUNT TOTAL	231,327.46	00	231,327.46
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE 2127 12/24 AP 06/28/24 0007511 ISOLVED BENEFIT SERVICES, INC CAFETERIA PLAN 06/28/24 PAYROLL	7,034.83		07/02/24
2147 12/24 AP 06/26/24 0400251 CEDAR VALLEY UNITED WAY 2ND OTR.2024 CONTRIBUTION	140.00		06/26/24
2127 12/24 AP 06/26/24 0007532 VOYA FINANCIAL EMPLOYEE 457 CONTRIBUTION 06/28/24 PAYROLL	9,511.07		07/02/24
2127 12/24 AP 06/17/24 0007495 COLLECTION SERVICES CENTER	616.58		07/02/24
CHILD SUPPORT PAYMENTS 06/14/24 PAYROLL 2127 12/24 AP 06/14/24 0007510 ISOLVED BENEFIT SERVICES, INC CAFETERIA PLAN 06/14/24 PAYROLL	6,656.25		07/02/24
2127 12/24 AP 06/12/24 0007531 VOYA FINANCIAL	9,511.07		07/02/24
EMPLOYEE 457 CONTRIBUTION 06/14/24 PAYROLL 2127 12/24 AP 06/03/24 0007494 COLLECTION SERVICES CENTER CHILD SUPPORT PAYMENTS 05/31/24 PAYROLL	616.58		07/02/24
ACCOUNT TOTAL	34,086.38	· 00	34,086.38

ACCOUNTING PERIOD 12/2024

176.44 1,300,315.81

PREPARED 07/09/2024, 10:32:37 PROGRAM GM360L

FUND 729 HILLSIDE CEMETERY P-CARE

GRAND TOTAL

FUND 790 FLOOD LEVY

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER, CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ----FUND 686 PAYROLL FUND 686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT 12/24 AP 06/10/24 0007513 MUNICIPAL FIRE & POLICE RETIR 259,456.23 07/02/24 MFPRSI RETIREMENT ACCOUNT TOTAL 259,456.23 .00 259,456.23 743,483.35 .00 743,483.35 FUND TOTAL FUND 687 WORKERS COMPENSATION FUND 687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE 07/02/24 12/24 AP 06/07/24 0007497 EMC RISK SERVICES, LLC 425.78 2127 WORKER COMP CLAIM 425.78 .00 425.78 ACCOUNT TOTAL FUND TOTAL 425.78 .00 425.78 FUND 688 LTD INSURANCE FUND FUND 689 LIABILITY INSURANCE FUND 689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE 12/24 AP 06/07/24 0007497 EMC RISK SERVICES, LLC 490.00 07/02/24 LIABILITY ADMIN FEE ACCOUNT TOTAL 490.00 .00 490.00 FUND TOTAL 490.00 ...00 490.00 FUND 724 TRUST & AGENCY FUND 727 GREENWOOD CEMETERY P-CARE FUND 728 FAIRVIEW CEMETERY P-CARE

1,300,492.25

# COUNCIL INVOICES FOR 07/15/24 MEETING

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L ACCOUNT ACTIVITY LISTING

PROGRAM GM360L CITY OF CEDAR FALLS PAGE 1 ACCOUNTING PERIOD 12/2024

NBR	NBR PE	R. CD	TRANSAC DATE	NUMBER	DESCRIPTION	******	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 10	1 GENERAL	FUND							
101-10 2178	12/	24 AP (	06/25/24 0	000000	ICE SUPPLIES OFFICE EXPRESS O	FFICE PRODUCT	.26		07/09/24
2178	12/	24 AP (		000000	OFFICE EXPRESS O	FFICE PRODUCT	3.81		07/09/24
47	01/	25 AP (	R/CORRECT. 07/02/24 0 7 PAPER		OFFICE EXPRESS (	FFICE PRODUCT	30.38		07/09/24
			ACCOU	NT TOTAL			34.45	.00	34.45
101-10 2178					ICE SUPPLIES OFFICE EXPRESS O	FFICE PRODUCT	1.12		07/09/24
47	THER 01/	M.PAPER 25 AP (	R/CORRECT. 07/02/24 0	TAPE	OFFICE EXPRESS O		7.60		07/09/24
	LETT	ER COPY	PAPER ACCOU	NT TOTAL			8.72	.00	8.72
101 10	20 441 71	01 000	TOT CUIDI	TEC / OFF	ICE SUPPLIES				
2178	12/	24 AP (	06/27/24 0	000000		FFICE PRODUCT	49.50		07/09/24
2178	12/	24 AP (		000000	OFFICE EXPRESS O	FFICE PRODUCT	3.80		07/09/24
47	01/	25 AP (	R/CORRECT. 07/02/24 0 7 PAPER		OFFICE EXPRESS C	FFICE PRODUCT	37.99		07/09/24
			ACCOU	NT TOTAL			91.29	0.0	91.29
101-10 2194	12/	24 AP (	5/22/24 0	146851	TION / DUES & MEME US BANK CPA LICENSE		100.00		07/08/24
			ACCOU	NT TOTAL			100.00	V. 00	100.00
101-10	38-441.71	-01 OFE	FICE SUPPL	IES / OFF	ICE SUPPLIES				
2178			06/25/24 0 R/CORRECT.		OFFICE EXPRESS C	FFICE PRODUCT	1.41		07/09/24
47	01/	25 AP (			OFFICE EXPRESS C	FFICE PRODUCT	22.79		07/09/24
			ACCOU	NT TOTAL			24.20	. 00	24.20
101-10 2194	12/	24 AP (	FESSIONAL 06/10/24 0 NASS TAP -	146851	/ HUMAN RIGHTS C US BANK FOOD:HRC ME		357.54		07/08/24

12/24 AP 06/17/24 0146851

12/24 AP 06/13/24 0000000

12/24 AP 06/08/24 0000000

12/24 AP 06/06/24 0000000 TARGETED DISPLAY BANNERS

12/24 AP 06/05/24 0146851

12/24 AP 06/05/24 0000000

12/24 AP 05/30/24 0146851

12/24 AP 05/28/24 0000000

ACCOUNT TOTAL

U OF IA-CAREER CENTER

LINKEDIN RECRUITER 970025

IOWA SOCIETY OF CPA

SEARCH BOOST

FRONT PAGE

MONTHLY PPC

REVEAL

US BANK

US BANK

ONLINE

COURIER

AMP DIGITAL

AMP DIGITAL

ONLINE

JOB AD: ACCOUNTANT

COURIER COMMUNICATIONS-ADVERT

COURIER COMMUNICATIONS-ADVERT

COURIER COMMUNICATIONS-ADVERT

COURIER COMMUNICATIONS-ADVERT

RECRUITER LITE: 6/4-7/4/24

FALL CAREER FAIR AT IOWA COURIER COMMUNICATIONS-ADVERT

2194

2205

2205

2205

2194

2205

2194

2205

CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING PAGE 2 PREPARED 07/09/2024, 11:21:04 ACCOUNTING PERIOD 12/2024 PROGRAM GM360L GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION _____ POST DT ----FUND 101 GENERAL FUND 101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION continued 3.04 07/09/24 01/25 AP 07/02/24 0000000 OFFICE EXPRESS OFFICE PRODUCT LETTER COPY PAPER 360.58 .00 360.58 ACCOUNT TOTAL 101-1038-441.81-49 PROFESSIONAL SERVICES / BACKGROUND CHECK 07/09/24 2178 12/24 AP 07/01/24 0000000 ONE SOURCE THE BACKGROUND CHE 380.70 JUNE APPLICANTS 06/01/24-07/01/24 380.70 ACCOUNT TOTAL 380.70 .00 101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES 07/09/24 750.00 2205 12/24 AP 06/23/24 0000000 COURIER COMMUNICATIONS-ADVERT COURIER DIGITAL ONLINE US BANK 22.70 07/08/24 12/24 AP 06/20/24 0146851 2194 CAREER FAIR SNACKS WM SUPERCENTER #753 07/09/24 72.00 2205 12/24 AP 06/20/24 0000000 CEDAR VALLEY SAVER, INC. JOB AD: SEASONAL LABORERS 12/24 AP 06/20/24 0000000 CEDAR VALLEY SAVER, INC. 5.00 07/09/24 2205 JOB AD: SEASONAL LABORERS WEB CEDAR VALLEY SAVER, INC. 07/09/24 12/24 AP 06/20/24 0000000 72.00 2205 JOB AD: PART TIME LABORER 5.00 07/09/24 12/24 AP 06/20/24 0000000 CEDAR VALLEY SAVER, INC. 2205 WEB JOB AD: PART TIME LABORER CEDAR VALLEY SAVER, INC. 72.00 07/09/24 12/24 AP 06/20/24 0000000 2205 JOB AD: PART ADMIN ASSTANT 5.00 07/09/24 CEDAR VALLEY SAVER, INC. 2205 12/24 AP 06/20/24 0000000 JOB AD: PART ADMIN ASSTANT WEB

151.00

39.00

220,00

650.00

119.95

700.00

250.00

60.00

3,193.65

07/08/24

07/09/24

07/09/24

07/09/24

07/08/24

07/09/24

07/08/24

07/09/24

3,193.65

.00

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L CITY OF CEDAR FALLS

### ACCOUNT ACTIVITY LISTING

PAGE 3 ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS			
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND 101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG			
2194 12/24 AP 05/27/24 0146851 US BANK	306.00		07/08/24
JIMMY JOHNS - 2490 - M MEAL:EE PICKLEBALL EVENT 2194 12/24 AP 05/27/24 0146851 US BANK KWIK STAR #726 WATER-EE WELLNESS EVENT	8.98		07/08/24
2194 12/24 AP 05/24/24 0146851 US BANK WM SUPERCENTER #753 CITY WELLNESS PICKLEBALL	61.98		07/08/24
ACCOUNT TOTAL	376.96	.00	376.96
101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION 2205 12/24 AP 06/27/24 0000000 STANARD & ASSOCIATES, INC. PSO APPLICANT TESTING	173.00		07/09/24
ACCOUNT TOTAL	173.00	.00	173.00
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105 2205	685.06		07/09/24
ACCOUNT TOTAL	685.06	. 00	685.06
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES			
2178 12/24 AP 06/25/24 0000000 OFFICE EXPRESS OFFICE PRODUCT THERM.PAPER/CORRECT. TAPE	70		07/09/24
47 01/25 AP 07/02/24 0000000 OFFICE EXPRESS OFFICE PRODUCT LETTER COPY PAPER	4.56		07/09/24
ACCOUNT TOTAL	5.26	.00	5.26
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES 2205	741.54		07/09/24
ACCOUNT TOTAL	741.54	≘ <b>.</b> 0 0	741.54
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES			
2195 12/24 AP 05/31/24 0146851 US BANK AMZN MKTP US*0D5308J33 CABLE TETHERS	17.95		07/08/24
2195 12/24 AP 05/30/24 0146851 US BANK AMAZON.COM*2P03L1FJ3 POSTAGE METER LABELS	58.70		07/08/24
ACCOUNT TOTAL	76.65	0.0	76.65

ACCOUNT ACTIVITY LISTING PREPARED 07/09/2024, 11:21:04

PROGRAM GM360L CITY OF CEDAR FALLS

PAGE 4
ACCOUNTING PERIOD 12/2024

CITY OF CE	DAR FALLS				
NBR NBF	ACCTGTRANSACTION		DEBITS	CREDITS	CURRENT BALANCE POST DT
	ENERAL FUND 423.72-99 OPERATING SUPPLIES /	DOCTACE			
	12/24 AP 06/17/24 0146851		405.61		* 07/08/24
	FEDEX78591546	POSTAGE FOR COSTUME			
	ACCOUNT TOTAL		405.61	.00	405.61
	ACCOONT TOTAL		403.01		100.04
		A LANGUAGE A CERTIFICA CONTROL			
101-1060- 2195	423.81-91 PROFESSIONAL SERVICES 12/24 AP 06/12/24 0146851		90.00		07/08/24
2173	INTUIT *QBOOKS ONLINE		20100		,,
	- GOOTHW MOUNT		20.00	.00	90.00
	ACCOUNT TOTAL		90.00	.00	90.00
101-1060- 2195	423.89-33 MISCELLANEOUS SERVICE 12/24 AP 06/17/24 0146851	ES / FRIENDS SUPPORTED PROGRAM US BANK	22.58		07/08/24
2195	AMAZON.COM*UI6BX6EH3	FOTL: YOUTH-YOUTH BOOKS	22.30		07,00,24
2195	12/24 AP 06/14/24 0146851	US BANK	9.87		07/08/24
2195	WALMART.COM	FOTL:YOUTH-SOCKET US BANK	39.88		07/08/24
2195	12/24 AP 06/14/24 0146851 WALMART.COM	FOTL: YOUTH-RATCHET	39.00		07/00/24
2195	12/24 AP 06/13/24 0146851	US BANK	86.09		07/08/24
0105	AMZN MKTP US*JU2SW52W3	FOTL:YOUTH-CASE, APRON, US BANK	10.70		07/08/24
2195	12/24 AP 06/13/24 0146851 AMZN MKTP US*3R0AB3IS3	FOTL:YOUTH-GOO GONE	10.70		07/08/24
2195	12/24 AP 06/07/24 0146851	US BANK	79.97		07/08/24
2195	AMZN MKTP US*W173E3V63	FOTL:OUTREACH-TIRE PUMP US BANK	31.98		07/08/24
2195	12/24 AP 05/23/24 0146851 AMZN MKTP US*H51W258F3	FOTL: YA-KEYBOARD	31.96		07/00/24
2195	12/24 AP 05/23/24 0146851	US BANK	17.97		07/08/24
2195	DOMINO'S 1737	FOTL:YOUTH-PIZZA US BANK	17.97		07/08/24
2195	12/24 AP 05/22/24 0146851 DOMINO'S 1737	FOTL:YOUTH-PIZZA	17.37		07/00/24
2195	12/24 AP 05/21/24 0146851	US BANK	13.84		07/08/24
	DOMINO'S 1737	FOTL:YA-PIZZA & SODA			
	ACCOUNT TOTAL		330.85	.00	330.85
101-1060-	423.89-34 MISCELLANEOUS SERVICE	ES / ENDOWMENT SUPPORTED PROG.			
2195	12/24 AP 06/20/24 0146851		25.99		07/08/24
	AMAZON.COM*GG0P127M3	BERG 2 RMB SLP '24-PAPER	2 405 60		07/00/04
2195	12/24 AP 06/20/24 0146851 4IMPRINT	US BANK BERG 2 RMB BRANDING-CFPL	3,495.69		07/08/24
2195	12/24 AP 06/17/24 0146851	US BANK		19.97	07/08/24
0105	AMZN MKTP US	BERG 2 RMB SLP '24-REFUND	44.40		02/00/04
2195	12/24 AP 06/17/24 0146851 SCOT'S SUPPLY CO INC	US BANK BERG 2RMB SLP'24-WING NUT	44.40		07/08/24
2195	12/24 AP 06/14/24 0146851	US BANK	30.00		07/08/24
	COPYWORKS CEDAR FALLS	BERG 2 RMB SLP '24-POSTER			

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

PAGE 5 ACCOUNTING PERIOD 12/2024

		ACCTG PER.		TRANS	ACTION NUMBER	DESCRIPTION		DEB:	ITS CREDIT	
FUND 1	01 GE	NERAL FU	IND							
101-1	060-4	23.89-34	MIS	CELLANE	OUS SERVICE	S / ENDOWMENT SU	PPORTED PROG.	continued		
2195	-				0146851	US BANK		43.2	26	07/08/24
		WAL-MAR					SLP '24-SNACKS	4.0		07/00/24
2195					0146851			19.	97	07/08/24
0105						BERG 2RMB US BANK	SLP '24-BUBBLES	15.	96	07/08/24
2195		JORDANS			0146851		SLP '24-PLANTS	15	,,,	0,,00,21
2195					0146851	US BANK	DEL 21 15111120	49.4	18	07/08/24
2175					XOTICS		SLP'24-ALGAEFIX			
2195					0146851	US BANK		2.	79	07/08/24
		MENARDS					SLP '24-PEBBLES			/ /
2195					0146851	US BANK		25.	98	07/08/24
		AMZN MI				BERG 2 RMB	SLP '24-PAINT	12	2.0	07/08/24
2195					0146851	US BANK	OT D LOA GERME	13.0	0	07/08/24
0105		AMZN ME				BERG 2 RME US BANK	SLP '24-STAMP	91.3	2.0	07/08/24
2195		AMZN ME			0146851		SLP '24-TAPE,	J		0.7,00,21
2195					0146851	US BANK	24 11111,	9.9	95	07/08/24
2175		AMZN ME					SLP '24-PAPER			
2195					0146851	US BANK		26.2	22	07/08/24
				TER #75		BERG 2 RMB	SLP '24-GARDEN			
2195					0146851	US BANK		44.9	95	07/08/24
		AMZN ME					SLP '24-BEACH			07/00/04
2195					0146851		GT D LOA DI NY	50.3	LO	07/08/24
0105						BERG 2 RMB	SLP '24-PLAY	57.5	20	07/08/24
2195					0146851	BERG 2 RMB	GI.D 124_DI.AV	37	76	07700721
		AMZN MI	KIP U	5 " 3 Z U W /	2M93	BERG 2 KMB	SUF Z4-FUAI			
				ACC	OUNT TOTAL			4,046.9	19.97	4,026.95
101-1	061-4	23.71-11	LOFF	ICE SUP	PLIES / TEC	HNICAL PROCESSIN	G SUPP			
21,95		12/24	AP 0	6/10/24	0146851	US BANK		63.6	59	07/08/24
		AMZN M	KTP U	S*YH1Q2	0C93	COMIC BOOK	STORAGE BOXES			
										63.69
				ACC	OUNT TOTAL			63.6	.00	63.69
						/ * * * * * * * * * * * * * * * * * * *	DVITAR GOVERNE			
						/ LICENSES & SE	KATCE CONIKI	1,375.0	10	07/08/24
2195					0146851		YR SERVICE(X11)	1,3/3.0		07700724
		MOBILE	BLAC	OIN		HOIBFOI I-	IN DERVICE (AII)			
				ACC	OUNT TOTAL			1,375.0	.00	1,375.00
								,		
101-1	061-4	23.89-19	MIS	CELLANE	OUS SERVICE	s / CO-LAB MATER	IALS			
					0146851	US BANK		62.3	30	07/08/24
		AMAZON	MKTP	L*T63UJ	6Q93		OKS & NEEDLES			05/05/5
2195		12/24	AP 0	5/21/24	0146851	US BANK		15.9	9	07/08/24
		AMZN ME	KTP U	S*FN00S	5K53	ZIPPERS				

PREPARED 07/09/2024, 11:21:04

ACCOUNT ACTIVITY LISTING

PROGRAM GM360L CITY OF CEDAR FALLS

PAGE 6 ACCOUNTING PERIOD 12/2024

ROUP F	O ACCTGTRANSACTION	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
	GENERAL FUND				
101-1061	-423.89-19 MISCELLANEOUS SERVICE	S / CO-LAB MATERIALS	continued		
	ACCOUNT TOTAL		78.29	.00	78.29
101-1061	423.89-20 MISCELLANEOUS SERVICE	ES / ADULT BOOKS			
2195	12/24 AP 06/20/24 0146851	US BANK ADULT BOOKS	38.95		07/08/24
2195	AMAZON.COM*0J0US32H3 12/24 AP 06/17/24 0146851	US BANK	31.52		07/08/24
2195	AMAZON MKTPL*IE0T360H3 12/24 AP 06/10/24 0146851	ADULT BOOKS US BANK	25.43		07/08/24
	AMAZON.COM*U49E73XN3	ADULT BOOKS US BANK	14.99		07/08/24
2195	12/24 AP 06/07/24 0146851 AMAZON RET* 114-975188	ADULT BOOKS	B 112		
2195	12/24 AP 06/07/24 0146851 AMAZON.COM*011AJ0RK3	US BANK ADULT BOOKS	12.99		07/08/24
2195	12/24 AP 06/05/24 0146851	US BANK	19.95		07/08/24
2195	AMZN MKTP US*DZ6FI1IY3 12/24 AP 06/05/24 0146851	ADULT BOOKS US BANK	26.18		07/08/24
2195	AMAZON.COM*IT2BB1UM3 12/24 AP 06/04/24 0146851	ADULT BOOKS US BANK	128.39		07/08/24
2195	AMAZON RET* 114-975188	ADULT BOOKS			
2195	12/24 AP 06/03/24 0146851 AMAZON RET* 114-822835	US BANK ADULT BOOKS	75.15		07/08/24
2195	12/24 AP 05/30/24 0146851	US BANK		46	07/08/24
2195	AMAZON.COM 12/24 AP 05/27/24 0146851	REFUND ON ADULT BOOKS US BANK	24.99		07/08/24
2195	AMAZON.COM*LV8K228M3 12/24 AP 05/21/24 0146851	ADULT BOOKS US BANK	159.95		07/08/24
	AMAZON.COM*ZY9QT3513	ADULT BOOKS			
2195	12/24 AP 05/21/24 0146851 AMAZON.COM*AE4Y65703	US BANK ADULT BOOKS	15.99		07/08/24
	ACCOUNT TOTAL		574.48	.46	574.02
	-423.89-21 MISCELLANEOUS SERVICE				25/22/24
2195	12/24 AP 05/30/24 0146851 AMAZON.COM*3M0SE4H23	US BANK YOUNG ADULT BOOKS	7.28		07/08/24
2195	12/24 AP 05/29/24 0146851 AMZN MKTP US*902ZK7H93	US BANK YOUNG ADULT BOOKS	53.98		07/08/24
	ACCOUNT TOTAL		61.26	.00	61.26
101-1061	423.89-22 MISCELLANEOUS SERVICE	S / YOUTH BOOKS			
2195	12/24 AP 06/20/24 0146851	US BANK	84.71		07/08/24
2195	AMAZON.COM*GB55C2Z43 12/24 AP 06/17/24 0146851 AMAZON RET* 114-290457	YOUTH BOOKS US BANK YOUTH BOOKS	12.54		07/08/24

 PREPARED
 07/09/2024, 11:21:04
 ACCOUNT ACTIVITY LISTING
 PAGE 7

 PROGRAM
 GM360L
 ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS

	PO ACCTGTRANSACTION IBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
EIRID 101	GENERAL HUND				
	. GENERAL FUND 51-423.89-22 MISCELLANEOUS SERVICE	S / VOLITH BOOKS	continued		
2195	12/24 AP 06/17/24 0146851		13.00		07/08/24
2175	AMAZON, COM*X45726RU3	YOUTH BOOKS			
2195	12/24 AP 06/12/24 0146851	US BANK	18.80		07/08/24
	AMZN MKTP US*4X8BZ5VW3	YOUTH BOOKS			
2195	12/24 AP 06/10/24 0146851	US BANK	20.79		07/08/24
	AMAZON RET* 114-745868	YOUTH BOOKS			
2195	12/24 AP 06/07/24 0146851	US BANK	10.31		07/08/24
	AMZN MKTP US*2L5WV03Z3	YOUTH BOOKS			07/00/04
2195	12/24 AP 06/03/24 0146851	US BANK	10.02		07/08/24
0405	AMAZON RET* TECH SERVI	YOUTH BOOKS US BANK	44.77		07/08/24
2195	12/24 AP 06/03/24 0146851 SP ALLISON RYVER	YOUTH BOOKS	44,77		07/00/24
2195	12/24 AP 05/31/24 0146851	US BANK	168.60		07/08/24
2195	AMAZON.COM*MC5P03ZR3	YOUTH BOOKS	100.00		,,
2195	12/24 AP 05/22/24 0146851	US BANK	15.59		07/08/24
	AMAZON.COM*259BN7ZB3	YOUTH BOOKS			
	ACCOUNT TOTAL		399.13	.00	399.13
101-106 2195	51-423.89-23 MISCELLANEOUS SERVICE 12/24 AP 06/03/24 0146851 AMAZON RET* 114-822835		27.85		07/08/24
	ACCOUNT TOTAL		27.85	00	27.85
101-106	51-423.89-25 MISCELLANEOUS SERVICE	S / ADULT VIDEO			
2195	12/24 AP 06/17/24 0146851	US BANK	14.89		07/08/24
	AMAZON MKTPL*W75XF62R3	ADULT VIDEOS			
2195	12/24 AP 06/17/24 0146851	US BANK	134.05		07/08/24
	AMAZON MKTPL*IE0T360H3	ADODI VIDBOD	(6)		07/00/04
2195	12/24 AP 06/17/24 0146851	US BANK	31.13		07/08/24
	AMAZON MKTPL*ID47X6K23	ADULT VIDEOS	16.99		07/08/24
2195	12/24 AP 06/11/24 0146851 AMAZON.COM*165NP6L23	US BANK ADULT VIDEOS	16.99		07/06/24
2195	12/24 AP 06/03/24 0146851	US BANK	9.40		07/08/24
2193	AMZN MKTP US*LO29996N3	ADULT VIDEOS			
2195	12/24 AP 06/03/24 0146851	US BANK	52.24		07/08/24
	AMZN MKTP US*WQ58F61Y3	ADULT VIDEOS			
	ACCOUNT TOTAL		258.70	. 00	258.70
101-106 2195	51-423.89-26 MISCELLANEOUS SERVICE 12/24 AP 06/07/24 0146851 CLIPART.COM	S / NON-PRINT RESOURCES US BANK ICLIPART.COM SITE LICENSE	69.95		07/08/24
	ACCOUNT TOTAL		69.95	00	69.95
	ACCOUNT TOTAL		03.30	1525	

ACCOUNTING PERIOD 12/2024

ACCOUNT ACTIVITY LISTING PREPARED 07/09/2024, 11:21:04

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----CREDITS BALANCE DEBITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO 07/08/24 64.99 12/24 AP 06/20/24 0146851 US BANK AMZN MKTP US*DT3YD5973 YOUNG ADULT VIDEOS .00 64.99 64.99 ACCOUNT TOTAL 101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS 07/08/24 35.98 12/24 AP 06/17/24 0146851 US BANK 2195 AMAZON MKTPL*ZT1SJ3N63 KEYBORD CASE & POWER PLUG 07/08/24 124.37 2195 12/24 AP 06/14/24 0146851 US BANK HOTSPOT CASES & LABL TAPE AMAZON MKTPL*WX94Q4HY3 07/08/24 12/24 AP 06/10/24 0146851 US BANK 153.08 2195 AMZN MKTP US*5X1SP0CY3 DISK DRIVE, CD PLAYER, 198.00 07/08/24 2195 12/24 AP 06/07/24 0146851 US BANK TECHSOUP HOTSPOTS (11 DEVICES) 07/08/24 12/24 AP 06/05/24 0146851 US BANK 33.99 2195 BANJO STRNGS & ADJUSTMENT WEST MUSIC - CEDAR FALLS .00 545.42 545.42 ACCOUNT TOTAL 101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT 07/09/24 .70 2178 12/24 AP 06/25/24 0000000 THERM. PAPER/CORRECT. TAPE 07/09/24 1.52 01/25 AP 07/02/24 0000000 OFFICE EXPRESS OFFICE PRODUCT 47 LETTER COPY PAPER 2.22 .00 2.22 ACCOUNT TOTAL 101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 07/08/24 287.96 12/24 AP 06/20/24 0146851 US BANK 2194 FLIGHT: GAINES-ICMA CONF. AMERICAN AIR0012151912244 07/08/24 28.00 12/24 AP 06/20/24 0146851 US BANK 2194 TRVL INS: GAINS-ICMA CONF. ALLIANZ TRAVEL INS 07/08/24 455.95 12/24 AP 06/06/24 0146851 US BANK 2194 AMERICAN AIR0012148023255 FLIGHT: GRAHAM-2024 SUMMIT 07/08/24 24.41 2194 12/24 AP 06/06/24 0146851 FLIGHT: GRAHAM-2024 SUMMIT AMERICAN AIR0010652856715 07/08/24 12/24 AP 05/24/24 0146851 US BANK 20.22 2194 & PIZZA DCA MEAL:GAINES-INRCOG MTG 1.645.23 07/08/24 US BANK 2194 12/24 AP 05/24/24 0146851 HTL/MEAL:GAINES-INRCOG HILTON HOTELS 07/08/24 11 83 2194 12/24 AP 05/23/24 0146851 SQ *UVC INC GAINES-HOTEL TO AIRPORT US BANK 20.88 07/08/24 2194 12/24 AP 05/23/24 0146851 MEAL: GAINES-INRCOG MTG CAFE PHILLIPS 14.66 07/08/24 2194 12/24 AP 05/22/24 0146851 IIS BANK MEAL: GAINES-INRCOG MTG CAFE PHILLIPS

PREPARED 07/09/2024, 11:21:04 ACCOUNT ACTIVITY LISTING PAGE 9 ACCOUNTING PERIOD 12/2024 PROGRAM GM360L CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION ---- POST DT ----FUND 101 GENERAL FUND 101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) continued 2,509.14 .00 2,509.14 ACCOUNT TOTAL 101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 12/24 AP 06/25/24 0000000 OFFICE EXPRESS OFFICE PRODUCT .70 07/09/24 2178 THERM.PAPER/CORRECT. TAPE 01/25 AP 07/02/24 0000000 OFFICE EXPRESS OFFICE PRODUCT 07/09/24 47 1.52 LETTER COPY PAPER .00 2.22 ACCOUNT TOTAL 2.22 101-1158-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 07/08/24 1,611.23 2194 12/24 AP 05/24/24 0146851 US BANK HOTEL: LAUDICK-INRCOG MTG HILTON HOTELS 2194 12/24 AP 05/23/24 0146851 US BANK 11.83 07/08/24 SQ *UVC INC LAUDICK-HOTEL TO AIRPORT 1,623.06 . 00 1,623.06 ACCOUNT TOTAL

245.00

70.00

70.00

101-1168-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION 245.00

12/24 AP 06/18/24 0146851 US BANK REG:DUNN-IA LEAGUE CONF. IOWA LEAGUE OF CITIES ACCOUNT TOTAL

12/24 AP 06/20/24 0000000 COPYWORKS 2118 '24 FIREWORKS POSTERX1000 PROJECT#: 909 12/24 AP 06/13/24 0146851 US BANK 2194 COPYWORKS CEDAR FALLS FIREWORKS POSTERS

101-1199-411.32-60 COMM PROTECTION GRANTS / GRANTS - FIRE

PROJECT#: 909 ACCOUNT TOTAL

140.00 101-1199-431.88-01 OUTSIDE AGENCIES / MET-CF DISABLED

31 01/25 AP 07/01/24 0000000 METROPOLITAN TRANSIT AUTHORIT 9,420.00 PAYMENT FOR FY25-1ST QTR ACCOUNT TOTAL 9,420.00 .00

101-1199-431.88-02 OUTSIDE AGENCIES / MET-RTC 31 01/25 AP 07/01/24 0000000 METROPOLITAN TRANSIT AUTHORIT 6,275.00 9,420.00

07/08/24

245.00

07/09/24

07/08/24

140.00

07/09/24

07/09/24

.00

.00

722

PREPARED 07/09/2024, 11:21:04 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

PAGE 10 ACCOUNTING PERIOD 12/2024

GROUP PO	EDAR FALLS  O ACCTGTRANSACTION R PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
					POST DT
	GENERAL FUND -431.88-02 OUTSIDE AGENCIES / M PAYMENT FOR FY25-1ST QTR	ET-RTC	continued		
	ACCOUNT TOTAL		6,275.00	- 00	6,275.00
	-431.88-11 OUTSIDE AGENCIES / M 01/25 AP 07/01/24 0000000 PAYMENT FOR FY25-1ST QTR	ET-TRANSIT AUTHORITY METROPOLITAN TRANSIT AUTHORIT	89,195.00		07/09/24
	ACCOUNT TOTAL		89,195.00	1.00	89,195.00
101-1199 31	-431.88-12 OUTSIDE AGENCIES / M 01/25 AP 07/01/24 0000000 PAYMENT FOR FY25-1ST QTR		4,532.50		07/09/24
	ACCOUNT TOTAL		4,532.50	. 00	4,532.50
101~1199 31	-431.88-19 OUTSIDE AGENCIES / M 01/25 AP 07/01/24 0000000 PAYMENT FOR FY25-1ST QTR	ET-ROUTE 9 METROPOLITAN TRANSIT AUTHORIT	9,295.00		07/09/24
	ACCOUNT TOTAL		9,295.00	- 00	9,295.00
		DETAMENA			
2178	-441.72-19 OPERATING SUPPLIES / 12/24 AP 06/18/24 0000000 ORDINACE NO. 3060	COURIER LEGAL-COLUMN SOFTWARE	59.58		07/09/24
2178	12/24 AP 06/18/24 0000000	COURIER LEGAL-COLUMN SOFTWARE	20.52		07/09/24
2178	KATOSKI DR. BOX CULVERT 12/24 AP 06/18/24 0000000	COURIER LEGAL-COLUMN SOFTWARE	39.72		07/09/24
2178	ORDINANCE NO. 3067 12/24 AP 06/18/24 0000000	COURIER LEGAL-COLUMN SOFTWARE	94.67		07/09/24
2178	ORDINANCE NO. 3063 12/24 AP 06/18/24 0000000	COURIER LEGAL-COLUMN SOFTWARE	60.24		07/09/24
2178	ORDINANCE NO. 3066 12/24 AP 06/18/24 0000000	COURIER LEGAL-COLUMN SOFTWARE	33.76		07/09/24
2178	ORDINANCE NO. 3062 12/24 AP 06/18/24 0000000	COURIER LEGAL-COLUMN SOFTWARE	57.59		07/09/24
2178	ORDINANCE NO. 3065 12/24 AP 06/18/24 0000000	COURIER LEGAL-COLUMN SOFTWARE	129.09		07/09/24
2178	ORDINANCE NO. 3059 12/24 AP 06/18/24 0000000	COURIER LEGAL-COLUMN SOFTWARE	48.33		07/09/24
2178	ORDINANCE NO. 3064 12/24 AP 06/18/24 0000000	COURIER LEGAL-COLUMN SOFTWARE	43.69		07/09/24
2178	ORDINANCE NO. 3061 12/24 AP 06/18/24 0000000 SOUTH MAIN SANITARY	COURIER LEGAL-COLUMN SOFTWARE	21.18		07/09/24

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNT ACTIVITY LISTING ACCOUNTING PERIOD 12/2024

GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND 101-1199-441.72-19 OPERATING SUPPLIES / PRINTING 2164 12/24 AP 05/21/24 0146601 COURIER LEGAL COMMUNICATIONS	continued	60.90	06/28/24
VOID CHECK-WRONG VENDOR ORDINANCE NO. 3058  2164 12/24 AP 05/18/24 0146601 COURIER LEGAL COMMUNICATIONS VOID CHECK-WRONG VENDOR 5/6 MTG-MINUTES & BILLS		853.70	
ACCOUNT TOTAL	608.37	914.60	306.23-
101-1199-441.88-20 OUTSIDE AGENCIES / LOBBYIST 31 01/25 AP 07/01/24 0000000 COPE MURPHY+CO LLP LOBBYING FEE-JULY 2024	4,500.00		07/09/24
ACCOUNT TOTAL	4,500.00	.00	4,500.00
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 2178	₄ 26		07/09/24
ACCOUNT TOTAL	₊ 26	.00	. 26
101-2205-432.88-38 OUTSIDE AGENCIES / CEDAR VALLEY SOCCER 31 01/25 AP 07/01/24 0000000 CEDAR VALLEY YOUTH SOCCER ASS PAYMENT FOR FY25-1ST QTR	2,500.00		07/09/24
ACCOUNT TOTAL	2,500.00	00	2,500.00
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 2178 12/24 AP 06/25/24 0000000 OFFICE EXPRESS OFFICE PRODUCT THERMAL RECEIPT TAPE	2,17		07/09/24
ACCOUNT TOTAL	2.17	.00	2.17
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES 2177 12/24 AP 06/24/24 0000000 PROFESSIONAL LAWN CARE, LLC CODE MOW-422 PERFORMANCE REST OF PROPERTY	427.50		07/09/24
2177 12/24 AP 06/19/24 0000000 PROFESSIONAL LAWN CARE, LLC CODE MOW-2013 MAPLEWOOD WEEDS & VOLUNTARY TREES	427.50		07/09/24
25 01/25 AP 07/01/24 0000000 PROFESSIONAL LAWN CARE, LLC CODE MOW-2009 STATE BACKYARD ONLY	71.25		07/09/24
25 01/25 AP 07/01/24 0000000 PROFESSIONAL LAWN CARE, LLC CODE MOW-1309 STATE	142.50		07/09/24
ACCOUNT TOTAL	1,068.75	.00	1,068.75

PAGE 12 ACCOUNTING PERIOD 12/2024

ACCOUNT ACTIVITY LISTING

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L CITY OF CEDAR FALLS

NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT B <b>AL</b> ANCE POST DT
	ENERAL FUND				
101-2235- 2194	412.83-06 TRANSPORTATION&EDUCAT 12/24 AP 06/07/24 0146851	US BANK	137.00		07/08/24
2194	CERTIFIED TRAINING INSTIT 12/24 AP 05/24/24 0146851 INT'L CODE COUNCIL INC	US BANK	160.00		07/08/24
	ACCOUNT TOTAL		297.00	.00	297.00
101-2245- 2178	442.71-01 OFFICE SUPPLIES / OFF 12/24 AP 06/25/24 0000000 THERMAL RECEIPT TAPE	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	1.04		07/09/24
	ACCOUNT TOTAL		1.04	.00	1.04
101-2245- 2178	442.81-01 PROFESSIONAL SERVICES 12/24 AP 06/19/24 0000000 LGL:RE:IMMIGRATION		768.00		07/09/24
	ACCOUNT TOTAL		768.00	.00	768.00
101-2245- 2194	442.83-04 TRANSPORTATION&EDUCAT 12/24 AP 06/03/24 0146851 AMERICAN PLANNING A		532.00		07/08/24
	ACCOUNT TOTAL		532.00	00	532.00
101-2245- 2194	442.83-06 TRANSPORTATION&EDUCAT 12/24 AP 06/12/24 0146851 CVENT* 2024 PRESERVE I			30.00	07/08/24
	ACCOUNT TOTAL		. 00	30.00	30.00
101-2253-	423.71-01 OFFICE SUPPLIES / OFF	ICE SUPPLIES			
2189	12/24 AP 06/26/24 0000000 CREDIT CARD PAPER	OFFICE EXPRESS OFFICE PRODUCT	35.47		07/09/24
2137	12/24 AP 06/25/24 0000000 RECEIPT PAPER	OFFICE EXPRESS OFFICE PRODUCT	19.25		07/09/24
2178	12/24 AP 06/25/24 0000000 (5)ROLLS THERM.RECEIPT TP	OFFICE EXPRESS OFFICE PRODUCT	1.93		07/09/24
2194	12/24 AP 06/06/24 0146851 AMZN MKTP US*8Z9UX9S63	US BANK CARD PRINTER RIBBON/CARDS	154.78		07/08/24
2194	12/24 AP 06/06/24 0146851	US BANK	346.80		07/08/24
2194	AMZN MKTP US*QV4E732Q3 12/24 AP 06/03/24 0146851 AMZN MKTP US*LE9II6WG3	CARD PRINTER RIBBON/CARDS US BANK TAB DIVIDERS FOR CYCLING	13.48		07/08/24

PREPARED 07/09/2024, 11:21:04 ACCOUNT ACTIVITY LISTING PAGE 13
PROGRAM GM360L ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS

GROUP NBR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBER	R DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 10	1 GENERAL FUND				
	53-423.71-01 OFFICE SUPPLIES / OF		continued		07/08/24
2194	12/24 AP 05/31/24 0146851		9.81		07/08/24
2194	AMZN MKTP US*TB6ED2DC3 12/24 AP 05/28/24 0146851	US BANK	228.75		07/08/24
2171	AMZN MKTP US*PT9B89513	CARD PRINTER RIBBON/CARDS			
	ACCOUNT TOTAL	ı,	810.27		810.27
101-22	53-423.72-28 OPERATING SUPPLIES /	CAMP SUPPLIES			
2194	12/24 AP 06/17/24 0146851	US BANK	73.04		07/08/24
	WM SUPERCENTER #753	DAY CAMP CRAFT SUPPLIES	49.98		07/08/24
2194	12/24 AP 06/17/24 0146851 AMAZON MKTPL*B99F27SM3	US BANK CAMP DODGEBALLS	49.98		07/06/24
2194	12/24 AP 06/17/24 0146851		92.97		07/08/24
	AMAZON MKTPL*MY6QS39Q3	CAMP DODGEBALLS			
2194	12/24 AP 06/17/24 0146851		72.71		07/08/24
2194	WM SUPERCENTER #753 12/24 AP 06/17/24 0146851	DAY CAMP CRAFTS/SNACKS US BANK	13.75		07/08/24
2194	DOLLAR TREE	DAY CAMP CRAFT SUPPLIES	13.73		07/00/21
2194	12/24 AP 06/17/24 0146851	US BANK	91.85		07/08/24
	WAL-MART #1005	DAY CAMP CRAFTS/SNACKS			0= /00 /04
2194	12/24 AP 06/13/24 0146851	US BANK DAY CAMP CRAFT SUPPLIES	37.57		07/08/24
2194	WAL-MART #0753 12/24 AP 06/11/24 0146851	US BANK	22.99		07/08/24
2171	WM SUPERCENTER #753	. DAY CAMP CRAFT SUPPLIES			
2194	12/24 AP 06/11/24 0146851	US BANK	64.92		07/08/24
	WAL-MART #1005	DAY CAMP CRAFT SUPPLIES	10.00		07/08/24
2194	12/24 AP 06/10/24 0146851 DOLLARTREE	US BANK DAY CAMP CRAFT SUPPLIES	10.00		07/08/24
2194	12/24 AP 06/05/24 0146851	US BANK	201.18		07/08/24
	WAL-MART #0753	CAMP SUPPLIES-SNACKS			
2194	12/24 AP 06/05/24 0146851	US BANK	103.20		07/08/24
	WAL-MART #0753	FIRST AID SUPPLIES-CAMP			
	ACCOUNT TOTAL		834.16	.00	834.16
101-22	53-423.72-31 OPERATING SUPPLIES /	YOUTH SPORTS EQUIPMENT			
2137	12/24 AP 06/20/24 0000000		296.00		07/09/24
	T-BALLS	DOW GROOMS TWO	707.13		07/09/24
2137	12/24 AP 06/18/24 0000000 PITCHERS MOUND	BSN SPORTS, INC.	/07.13		07/03/24
2194	12/24 AP 06/04/24 0146851	US BANK	75.43		07/08/24
	AMZN MKTP US*7F17L4QB3	METAL DETECTOR-BALLFIELDS			
			1 050 56	. 00	1,078.56
	ACCOUNT TOTAL	ı	1,078.56	3.00	1,0/0.36

101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

PAGE 14 ACCOUNTING PERIOD 12/2024

OUP PO	O ACCTGTRANSACTION R PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
		*******			1001 21
	GENERAL FUND				
	-423.72-41 OPERATING SUPPLIES /		continued 5,394.52		07/09/24
2191	12/24 AP 06/27/24 0000000 CONSCESSION RE-SUPPLY	MYERS-COX COMPANY	5,394.52		07/05/2-
2137	12/24 AP 06/20/24 0000000	ATLANTIC COCA-COLA	339.91		07/09/24
	SODA SUPPLY				07/08/24
194	12/24 AP 05/31/24 0146851 WILSONRESTAURANTSUPPLYLLC	US BANK TEST STRIPS, SIGNS,	45.85		07/08/24
	WILSONRESTAURANTSUPPLYLLC	IESI SIRIPS, SIGNS,			
	ACCOUNT TOTAL		5,780.28	.00	5,780.28
01-2253	-423.72-42 OPERATING SUPPLIES /	SWIM LESSON SUPPLIES			
194	12/24 AP 06/13/24 0146851	US BANK	140.00		07/08/24
	AMERICAN RED CROSS	CPR CERTIFICATIONS	230.00		07/08/24
194	12/24 AP 05/30/24 0146851 AMERICAN RED CROSS	US BANK LIFEGUARD CERTIFICATION	230.00		07/08/24
194	12/24 AP 05/30/24 0146851		280.00		07/08/24
	AMERICAN RED CROSS	CPR PRO RESCUER			07/08/24
2194	12/24 AP 05/30/24 0146851 AMERICAN RED CROSS	US BANK CPR PRO RESCUER 8	280.00		07/08/2
	ACCOUNT TOTAL		930.00	. 00	930.0
.01-2253- :137	-423.72-43 OPERATING SUPPLIES / 12/24 AP 06/27/24 0000000		268.47		07/09/24
	REC CTR DRINKS				
	ACCOUNT TOTAL		268.47	. 00	268.47
.01-2253	-423.72-47 OPERATING SUPPLIES /	ADULT EXERCISE EQUIP			
137	12/24 AP 06/21/24 0000000 CYCLING BIKE	PUSH PEDAL PULL-CDR	2,340.00		07/09/2
194	12/24 AP 06/17/24 0146851 SP GETACTV	US BANK RESIS.BANDS/ANKLE WGHTS	1,546.07		07/08/2
194	12/24 AP 06/13/24 0146851 FITNESS FACTORY OUTLET	US BANK DUMBBELLS	183.00		07/08/2
194	12/24 AP 06/13/24 0146851	US BANK	244.00		07/08/2
	FITNESS FACTORY OUTLET	DUMBBELLS	639.80		07/08/2
194	12/24 AP 06/11/24 0146851 VITA BARRE	US BANK FITNESS CLASS EQUIPMENT	639.80		07/08/2
194	12/24 AP 06/10/24 0146851	US BANK	93.98		07/08/2
	AMZN MKTP US*8N26A6743	LACROSSE BALLS FOR	202 51		07/09/2
194	12/24 AP 06/10/24 0146851 AMZN MKTP US*BL1FL4G43	US BANK MIC-OUTDOOR FITNESS &LAMP	383.51		07/08/2
194	12/24 AP 06/10/24 0146851	US BANK	318.17		07/08/2
	AMZN MKTP US*0Q6U88QY3	RESISTANCE BANDS/ANATOMY			
194	12/24 AP 06/07/24 0146851	US BANK	445.88		07/08/2

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04 ACCOUNT ACTIVITY LISTING PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----CREDITS DEBITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP continued 6,194.41 .00 6,194.41 ACCOUNT TOTAL 101-2253-423.72-50 OPERATING SUPPLIES / SPECIAL PROGRAM SUPPLIES 38.43 07/08/24 12/24 AP 06/18/24 0146851 US BANK 2194 WALMART.COM WATER BALLONS TOT SPORTS 07/08/24 2194 12/24 AP 06/06/24 0146851 US BANK 16.09 TOT SPORTS-WRISTBANDS AMZN MKTP US*600RL8PI3 07/08/24 12/24 AP 06/05/24 0146851 US BANK 32.78 2194 AMZN MKTP US*DD6ZC7MK3 TOT SPORTS-WRISTBANDS 87.30 .00 87.30 ACCOUNT TOTAL 101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS 12/24 AP 06/26/24 0000000 ACCO UNLIMITED CORPORATION 2191 2.055.80 07/09/24 ACID / CHLORINE REFILL 2,055.80 .00 2,055.80 ACCOUNT TOTAL 101-2253-423.73-55 OTHER SUPPLIES / MEDIA 12/24 AP 06/17/24 0146851 US BANK 24.88 07/08/24 FACEBK *UQ4264YQ72 FACEBOOK ADS ACCOUNT TOTAL 24.88 .00 24.88 101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP 07/09/24 12/24 AP 06/30/24 0000000 CULLIGAN WATER CONDITIONING 85.95 2191 6/17/24 SERVICE 12/24 AP 06/17/24 0000000 ACCURATE L & DC, LLC 144.00 07/09/24 2137 DRYER CHECK 07/09/24 01/25 AP 07/01/24 0000000 TWMC 58.00 30 JULY '24 WATER MANAGEMENT SERVICE 287.95 - 00 287.95 ACCOUNT TOTAL 101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT: 12/24 AP 06/27/24 0000000 BLACK HAWK CO.HEALTH DEPT: 892.00 07/09/24 2191 2024 INSPECTION FEES 07/09/24 71.82 2137 12/24 AP 06/20/24 0000000 CITY LAUNDERING CO. JUNE 1ST AID RESTOCK 2137 12/24 AP 06/20/24 0000000 PLUMB TECH INC. 1,733.71 07/09/24 RECIRC PUMP ZD HEATER LK HEATER STARTUP, SHOWER 07/09/24 HUPP ELECTRIC MOTORS 1.045.94 2137 12/24 AP 06/18/24 0000000 NEW MOTOR

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----BALANCE DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT. continued 12/24 AP 06/18/24 0000000 MENARDS-CEDAR FALLS 53.70 07/09/24 2191 FUSES, SCREW DRIVERS, HOLDER SET US BANK 20.98 07/08/24 12/24 AP 06/17/24 0146851 2194 AMAZON MKTPL*FC67M3BQ3 POPCORN WARMING BULB MENARDS-CEDAR FALLS 39.98 07/09/24 12/24 AP 06/13/24 0000000 2137 REPLACEMENT SHOWER HOSES 12/24 AP 06/10/24 0000000 MENARDS-CEDAR FALLS 61.87 07/09/24 2137 SHOWER HEADS, ROUNDUP FASTENAL COMPANY 124.00 07/09/24 2137 12/24 AP 06/05/24 0000000 SIMPLE GREEN-D 4GAL 07/08/24 2194 12/24 AP 06/04/24 0146851 US BANK 91.49 NEW BILL COUNTER AMZN MKTP US*7F17L4QB3 .00 4,135.49 ACCOUNT TOTAL 4,135.49 101-2280-423.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES 07/08/24 12/24 AP 06/13/24 0146851 US BANK 115.00 NAEA MEMBERSHIP FEE NATIONAL ART EDU ASSN .00 115.00 ACCOUNT TOTAL 115.00 101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES 5.99 07/08/24 US BANK 2194 12/24 AP 05/31/24 0146851 AMZN MKTP US*8Y3EM2OD3 BUR OAK BOOK FOR CAMP 07/08/24 2194 12/24 AP 05/30/24 0146851 US BANK 26.67 AMZN MKTP US*RE88V17H2 FOSSIL SKELETONS FOR CAMP 32.66 .00 32.66 ACCOUNT TOTAL 101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES 07/08/24 50.98 2194 12/24 AP 05/30/24 0146851 US BANK DIAMOND VOGEL PAINT #210 GALLERY PAINT 07/08/24 22.44 2194 12/24 AP 05/24/24 0146851 US BANK PICTURE HANGERS, SPACKLE, O DONNELL ACE HARDWARE ACCOUNT TOTAL 73.42 .00 73.42 101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE 260.92 07/09/24 12/24 AP 06/18/24 0000000 CHICAGO DISTRIBUTION CENTER 2158 JAMES HEARST POETRY BOOKS 2194 12/24 AP 06/13/24 0146851 US BANK 21.96 07/08/24 CUSTOMINK LLC TAX REFUND ON TOTE BAGS 335.71 07/08/24 2194 12/24 AP 06/13/24 0146851 US BANK TOTE BAGS FOR GIFT SHOP CUSTOMINK LLC 278.63 07/08/24 2194 12/24 AP 06/13/24 0146851 US BANK

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L CITY OF CEDAR FALLS

# ACCOUNT ACTIVITY LISTING

PAGE 17 ACCOUNTING PERIOD 12/2024

ROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
UND 101 GENERAL FUND 101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE SP DENIK NOTEBOOKS FOR GIFT SHOP	continued		
ACCOUNT TOTAL	875.26	21.96	853.30
101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES 2194 12/24 AP 06/03/24 0146851 US BANK WAPSIE PINES LAWN CARE ANNUAL PLANTS	218.02		07/08/24
ACCOUNT TOTAL	218.02	00	218.02
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP. 2194 12/24 AP 06/13/24 0146851 US BANK HY-VEE CEDAR FALLS 1052 SNACKS FOR SUMMER CAMP	37.94		07/08/24
2194 12/24 AP 05/29/24 0146851 US BANK MARTIN BROTHERS CUPS, FORKS FOR RECEPTION	16.36		07/08/24
194 12/24 AP 05/23/24 0146851 US BANK HY-VEE CEDAR FALLS 1052 TAX REFUND 194 12/24 AP 05/22/24 0146851 US BANK	100.29	3.52	07/08/24 07/08/24
HY-VEE CEDAR FALLS 1052 RECEPTION FOOD  ACCOUNT TOTAL	154.59	3.52	151.07
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 2158 12/24 AP 06/24/24 0000000 VESTIS MAT SERVICE	13.94		07/09/24
2158 12/24 AP 06/20/24 0000000 CITY LAUNDERING CO. FIRST AID KIT RESUPPLY	71.40		07/09/24
2178 12/24 AP 06/19/24 0000000 DENTONS DAVIS BROWN PC LGL:RE:I-9 ASYLUM STATUS	210.00		07/09/24
ACCOUNT TOTAL	295.34	0.0	295.34
101-2280-423.81-60 PROFESSIONAL SERVICES / EXHIBITION FEES 19 01/25 AP 07/01/24 0000000 BEDFORD GALLERY FINAL EXHIBITION FEE FOR PERSONAL TO POLITICAL PROJECT#: 577	1,685.71		07/09/24
ACCOUNT TOTAL	1,685.71	· 00	1,685.71
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS 2194	1.14		07/08/24
FACEBK *K9YST64ZN2 FACEBOOK ADS  2194 12/24 AP 06/14/24 0146851 US BANK FACEBK *Y5H8W5LYN2 FACEBOOK ADS	83.80		07/08/24

PREPARED 07/09/2024, 11:21:04 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

PAGE 18 ACCOUNTING PERIOD 12/2024

GROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE - POST DT
101-2280-4 2194	ENERAL FUND 123.81-61 PROFESSIONAL SERVICE 12/24 AP 06/12/24 0146851 BUSY BEAVER BUTTON CO.	S / PROMOTIONS US BANK P2P PROMOTIONAL BUTTONS	continued 59.00		07/08/24
PROJECT# 2194	12/24 AP 06/05/24 0146851		326.63		07/08/24
2194	FACEBK *CW7ER5UYN2 12/24 AP 06/03/24 0146851	FACEBOOK ADS US BANK	380.00		07/08/24
2194	12/24 AP 05/30/24 0146851 BUSY BEAVER BUTTON CO.	PRIDE MONTH PROMO SWAG US BANK P2P PROMOTIONAL BUTTONS	60.00		07/08/24
PROJECT#	: 577 12/24 AP 05/29/24 0146851 CUSTOMINK LLC	US BANK SHIRTS FOR SWAG BAGS	523.12		07/08/24
	ACCOUNT TOTAL		1,433.69	200	1,433.69
101-2280-4 2194	123.83-06 TRANSPORTATION&EDUCA 12/24 AP 05/23/24 0146851 CVENT* 2024 IOWA ARTS	US BANK	60.00		07/08/24
	ACCOUNT TOTAL		60.00	_{0.0} 00	60.00
	423.86-01 REPAIR & MAINTENANCE 12/24 AP 06/26/24 0000000 SMOKE DETECTOR INSTALL		175.00		07/09/24
	ACCOUNT TOTAL		175.00	00	175.00
2194	12/24 AP 06/14/24 0146851 HY-VEE CEDAR FALLS 1052	ES / FRIENDS SUPPORTED PROGRAM US BANK P2P RECEPTION FOOD	166.94		07/08/24
PROJECT#	12/24 AP 05/31/24 0146851		113.20		07/08/24
19	HY-VEE CEDAR FALLS 1052 01/25 AP 07/01/24 0000000	TINY ART RECEPTION FOOD BRUCHER, JEN	400.00		07/09/24
19	PARTY ON THE PATIO 8/1 01/25 AP 07/01/24 0000000	RUTH, KARLA	400.00		07/09/24
19	PARTY ON THE PATIO 7/25 01/25 AP 06/27/24 0000000 PARTY ON THE PATIO 7/18	JONES, ACE	400.00		07/09/24
	ACCOUNT TOTAL		1,480.14	. 00	1,480.14
101-2280-4 19	423.92-01 STRUCTURE IMPROV & B 01/25 AP 07/01/24 0000000 FEASIBILITY STUDY	LDGS / STRUCTURE IMPROV & BLDGS EDEN PLUS, LLC PAYMENT 1 OF 4	8,750.00	*	07/09/24

PREPARED 07/09/2024, 11:21:04

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

ACCOUNTING PERIOD 12/2024 PROGRAM GM360L GROUP PO ACCTG ----TRANSACTION----CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS BALANCE POST DT ----FUND 101 GENERAL FUND 101-2280-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS continued 8,750.00 ...00 8,750.00 ACCOUNT TOTAL 101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 12.16 07/09/24 01/25 AP 07/02/24 0000000 OFFICE EXPRESS OFFICE PRODUCT 47 LETTER COPY PAPER 12.16 .00 12.16 ACCOUNT TOTAL 101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY 31.34 07/09/24 12/24 AP 06/21/24 0000000 VESTIS TOWELS & MATS-PSS BLDG 7.25 07/09/24 12/24 AP 06/21/24 0000000 2118 VESTIS MATS-STATION #2-1718 MAIN CITY LAUNDERING CO. 49.24 07/09/24 12/24 AP 06/20/24 0000000 2187 4600 S MAIN FIRST AID KIT RESTOCK 87.83 .00 87.83 ACCOUNT TOTAL 101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES 499.77 07/08/24 12/24 AP 06/19/24 0146851 US BANK 2194 TACMED BACKPACKS-FIRE AMZN MKTP US*2026X5NM3 499.77 ...00 499.77 ACCOUNT TOTAL 101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR 07/08/24 217.50 12/24 AP 05/31/24 0146851 US BANK 2194 REPL.SENSOR-4-GAS METER PK SAFETY SUPPLY 07/09/24 12/24 AP 05/10/24 0000000 DINGES FIRE COMPANY 127.22 2118 GASKETS FOR HOSES (20) 1.5" AND 2.5" 344.72 .00 344.72 ACCOUNT TOTAL 101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES 07/08/24 2194 12/24 AP 06/17/24 0146851 US BANK 103.00 ANNUAL MEMBERSHIP-J.GETZ IAAI .00 103.00 ACCOUNT TOTAL 103.00 101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT 07/09/24 12/24 AP 06/26/24 0000000 GALLS, LLC 642.79 2118 KNUCKLHD CLIP/HELMT LIGHT OTRMASTER EQUIP: 07/09/24 12/24 AP 05/17/24 0000000 COVERUP, LTD. 530.00 2118

PREPARED 07/09/2024, 11:21:04

ACCOUNT ACTIVITY LISTING

PROGRAM GM360L CITY OF CEDAR FALLS

PAGE 20 ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS			
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS		CURRENT BALANCE POST DT
FUND 101 GENERAL FUND 101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT TRUXEDO TRUCK BED COVER FOR 2010 F25	continued		
2118 12/24 AP 03/25/24 0000000 SANDRY FIRE SUPPL 6" HELMET FRONT	Y, L.L.C ₃ ( 375.50		07/09/24
ACCOUNT TOTAL	1,548.29	. 00	1,548.29
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE 2118	17.83		07/09/24
ACCOUNT TOTAL	17.83	.00	17.83
101-4511-414.73-02 OTHER SUPPLIES / DORMITORY FURNISHINGS 2194 12/24 AP 06/12/24 0146851 US BANK AMAZON.COM*9W3ED1LJ3 3 SETS OF SH	EETS-FIRE 41.97		07/08/24
ACCOUNT TOTAL	41.97	· 00	41.97
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES	C. #190 11.98		07/09/24
2118 12/24 AP 06/28/24 0000000 FAREWAY STORES IN ICE NUGGETS;2X 20LB BAGS 2194 12/24 AP 06/14/24 0146851 US BANK	52.35		07/08/24
AMZN MKTP US*8Z6O21083 SAFETY POLES	-INSPECTIONS		07/08/24
2194 12/24 AP 06/11/24 0146851 US BANK AMZN MKTP US*XP3FE8L43 LITERATURE R 2194 12/24 AP 05/29/24 0146851 US BANK KWIK STAR #934 PROPANE-PSS	22.99		07/08/24
ACCOUNT TOTAL	266.65	.00	266.65
101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SE	RVICES 23.00		07/08/24
2194 12/24 AP 06/10/24 0146851 US BANK UIOWA ONLINE PAYMENTS HEARTSAVER C			07/08/24
2194 12/24 AP 06/07/24 0146851 US BANK UIOWA ONLINE PAYMENTS HEARTSAVER C			07/08/24
2194 12/24 AP 05/29/24 0146851 US BANK UIOWA ONLINE PAYMENTS BLS HEALTHCA			07700724
ACCOUNT TOTAL	207.50	⊸ 00	207.50
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION 2194 12/24 AP 06/20/24 0146851 US BANK	51.00		07/08/24
UIOWA ONLINE PAYMENTS BLS HEALTHCA 2194 12/24 AP 06/04/24 0146851 US BANK			07/08/24

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION continued BLS HEALTHCARE CARDS-12 UIOWA ONLINE PAYMENTS 176.00 .00 176.00 ACCOUNT TOTAL 101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 12/24 AP 05/30/24 0146851 US BANK 07/08/24 16.20 2194 WATERLOO TENT AND TARP CO FASTENERS-FIX TARP ON 502 149.10 07/08/24 2194 12/24 AP 05/22/24 0146851 US BANK REPL.O2 SENSOR-GAS METERS PK SAFETY SUPPLY 165.30 .00 165,30 ACCOUNT TOTAL 101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE 103.39 07/09/24 2118 12/24 AP 06/21/24 0000000 GALLS, LLC WOMNS TACLITE PANTS-STOLL 2118 12/24 AP 06/19/24 0000000 GALLS, LLC 172.95 07/09/24 BATES TALL BOOTS-SCHMIDT 148.75 07/08/24 12/24 AP 06/18/24 0146851 US BANK 2194 FSP*BROWNS SHOE FIT CO -C SHOES-KYLE MANTERNACH 07/08/24 150.00 2194 12/24 AP 06/04/24 0146851 US BANK FSP*BROWNS SHOE FIT CO -C SHOES-KRISTI HANSON 12/24 AP 05/29/24 0146851 165.00 07/08/24 2194 US BANK SHOES-MORGAN HOEFT SCHEELS 740.09 ACCOUNT TOTAL 740.09 . 00 101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 360.00 07/09/24 12/24 AP 06/24/24 0000000 STOREY KENWORTHY 2187 POLICE COMPENDIUM BKLT 100 12/24 AP 06/21/24 0000000 07/09/24 2118 25.37 TOWELS & MATS-PSS BLDG OFFICE EXPRESS OFFICE PRODUCT 7.60 07/09/24 47 01/25 AP 07/02/24 0000000 LETTER COPY PAPER 392.97 .00 392.97 ACCOUNT TOTAL 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 12/24 AP 06/24/24 0000000 MARTIN BROS.DISTRIBUTING 82.18 07/09/24 2187 KITCHEN SUPPLIES; PLATES 46.03 07/09/24 2187 12/24 AP 06/20/24 0000000 CITY LAUNDERING CO. 4600 S MAIN FIRST AID KIT RESTOCK 2187 12/24 AP 06/20/24 0000000 KWIK TRIP, INC. 792.00 07/09/24 200 CAR WASH CARDS 179.34 07/08/24 2194 12/24 AP 06/11/24 0146851 US BANK AMZN MKTP US*XP3FE8L43 LITERATURE RACK-PSS BLDG.

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

### ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

_______ GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued 07/08/24 2194 12/24 AP 05/29/24 0146851 US BANK KWIK STAR #934 PROPANE-PSS BUILDING US BANK 97.29 07/08/24 2194 12/24 AP 05/23/24 0146851 500 QUALIFICATION TARGETS QUALIFICATION TARGETS INC 07/09/24 12/24 AP 05/17/24 0000000 COVERUP, LTD. 530.00 2118 FOR PD #22/2022 FORD F150 TRUXEDO TRUCK BED COVER 176.00 07/09/24 2187 12/24 AP 04/30/24 0000000 KWIK TRIP, INC. CREDIT BALANCE 1.749.83 176,00 1,573.83 ACCOUNT TOTAL 101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT 07/08/24 2194 12/24 AP 06/13/24 0146851 US BANK 135.09 IN *ARROWHEAD SCIENTIFIC SPECIMEN COLLECTION KITS ACCOUNT TOTAL 135.09 .00 135.09 101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT 07/09/24 12/24 AP 06/25/24 0000000 WERTJES UNIFORMS 140.00 2187 OPTIONAL EQUIP; SITZMANN STRION FLASHLIGHT ACCOUNT TOTAL 140.00 . 00 140.00 101-5521-415.72-29 OPERATING SUPPLIES / SWAT EQUIPMENT 07/09/24 12/24 AP 06/20/24 0000000 GALLS, LLC 234.42 2187 PANT, SHIRT, JKT-MULTICAM HNT UNIFRM-MANTERNACH .00 234.42 234.42 ACCOUNT TOTAL 101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE 07/08/24 14.15 12/24 AP 05/24/24 0146851 US BANK 2194 UPS (800) 811-1648 SHIP EXAMS TO STANARD .00 14.15 14.15 ACCOUNT TOTAL 101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 250.00 07/09/24 12/24 AP 06/23/24 0000000 ROLAND, CARROLL 2187 MMPI EVAL; HUEBNER 600.00 07/09/24 2187 12/24 AP 06/13/24 0000000 IOWA LAW ENFORCEMENT ACADEMY JACOBSON, YAKLICH, BRADLEY MMPI EVAL-PSO; HUEBNER, 850.00 ACCOUNT TOTAL 850.00 .00

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04

ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----CREDITS DEBITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS 75.00 07/08/24 12/24 AP 05/31/24 0146851 US BANK 2194 IOWA POLICE CHIEFS ASSOCI ASSOC.MEMB.DUES-T.SMITH 140.00 07/08/24 2194 12/24 AP 05/29/24 0146851 US BANK 1 YR. MEMBERSHIP-MARCOTTE PACKTRACK ...00 215.00 215.00 ACCOUNT TOTAL 101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 07/08/24 302.28 12/24 AP 05/29/24 0146851 US BANK 2194 JIMMY JOHNS - 2490 - M MEALS-FIREARMS TRAINING 258.90 07/08/24 2194 12/24 AP 05/27/24 0146851 US BANK HOTEL-IPCA CONF.-HOWARD IOWRC HYATT CONF CENTE 12/24 AP 05/27/24 0146851 US BANK 242.90 07/08/24 2194 IOWRC HYATT CONF CENTE HOTEL-IPCA CONF.-T.SMITH 129.45 07/08/24 2194 12/24 AP 05/24/24 0146851 US BANK IOWRC HYATT CONF CENTE HOTEL-IPCA CONF.-C.BERTE 12/24 AP 05/23/24 0146851 US BANK 45.07 07/08/24 2194 TST* 30HOP - CORALVILLE MEALS-IPCA CONF./SMITH & ACCOUNT TOTAL 978.60 .00 978.60 101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION 07/08/24 134.60 2194 12/24 AP 06/05/24 0146851 US BANK AXON TASER TRAINING CARTRIDGES 12/24 AP 05/29/24 0146851 1,650.00 07/08/24 2194 MISSION CRITICAL CONCE REG:RED DOT SCH.-3 PSO'S ACCOUNT TOTAL 1,784.60 .00 1,784.60 101-5521-415.86-06 REPAIR & MAINTENANCE / WEAPONS MAINTENANCE 65.07 07/08/24 2194 12/24 AP 05/30/24 0146851 US BANK AMZN MKTP US*5106V4733 LOCKTITE BLUE 242-3 .00 65.07 65.07 ACCOUNT TOTAL 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE WERTJES UNIFORMS 160.90 07/09/24 2187 12/24 AP 06/28/24 0000000 CARGO PANTS & S/S POLO UNIFORM ALLOW; PUTNEY 07/09/24 2187 12/24 AP 06/28/24 0000000 WERTJES UNIFORMS 103.00 CARGO PANTS & BADGE HLDR UNIFORM ALLOW; ARIES 12/24 AP 06/28/24 0000000 WERTJES UNIFORMS 230.94 07/09/24 2187 UNIFORM ALLOW; HINDERS GLOVES, POLOS, SOCKS 07/09/24 2187 12/24 AP 06/28/24 0000000 WERTJES UNIFORMS 95.20 GLOVES, HAT, LACES, SOCKS UNIFORM ALLOW- BELLIS 07/09/24 2187 12/24 AP 06/28/24 0000000 WERTJES UNIFORMS 124.50

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----CREDITS DEBITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION _____ POST DT ----FUND 101 GENERAL FUND 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE continued UNIFORM ALLOW- ZOLONDEK 2 WHI SHIRTS W/ PATCHES 389.60 07/09/24 WERTJES UNIFORMS 2187 12/24 AP 06/25/24 0000000 TROUSERS/SHIRTS UNIFORM ALLOW; SITZMANN 07/09/24 WERTJES UNIFORMS 151.00 12/24 AP 06/21/24 0000000 2187 CARGO PANTS & S/S POLO UNIFORM ALLOW; STOLL 07/09/24 60.40 2187 12/24 AP 06/21/24 0000000 WERTJES UNIFORMS UNIFORM ALLOW; HANCOCK TROUSERS 07/09/24 12/24 AP 06/18/24 0000000 WERTJES UNIFORMS 13.95 2187 UNIFORM ALLOW; LECHTENBERG BIKE SHIRT PATCHES 07/09/24 16.00 12/24 AP 06/10/24 0000000 WERTJES UNIFORMS 2187 UNIFORM ALLOW; LENOX PATCHES ON OUTER VEST 1,345.49 .00 1,345.49 ACCOUNT TOTAL 101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 12/24 AP 06/30/24 0000000 CULLIGAN WATER CONDITIONING 31.00 07/09/24 2189 WATER FOR GREENWOOD CEM 6/17/24 07/09/24 12/24 AP 06/26/24 0000000 OFFICE EXPRESS OFFICE PRODUCT 3.44 2189 PAPER, PADS AND PENCILS 12/24 AP 06/20/24 0000000 CITY LAUNDERING CO. 50.89 07/09/24 2157 FIRST AID SUPPLIES ACCOUNT TOTAL 85.33 .00 85.33 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 2.75 07/09/24 2189 12/24 AP 06/26/24 0000000 OFFICE EXPRESS OFFICE PRODUCT PAPER, PADS AND PENCILS 12/24 AP 06/21/24 0000000 MENARDS-CEDAR FALLS 105.97 07/09/24 2168 SCREW, TV MOUNT PROJECT#: 062501 12/24 AP 06/21/24 0000000 O'DONNELL ACE HARDWARE 51.66 07/09/24 2168 POWER STRIPS, BATTERIES PROJECT#: 062506 12/24 AP 06/20/24 0000000 CITY LAUNDERING CO. 86.36 07/09/24 2168 1ST AID SUPPLIES PROJECT#: 062501 12/24 AP 06/19/24 0000000 O'DONNELL ACE HARDWARE 55.14 07/09/24 2168 SOFTNER SALT PROJECT#: 062510 12/24 AP 06/19/24 0000000 OFFICE EXPRESS OFFICE PRODUCT 396.48 07/09/24 2168 PROJECT#: 062515 12/24 AP 06/18/24 0000000 OFFICE EXPRESS OFFICE PRODUCT 78.78 07/09/24 2168 TISSUE AND TOWELS PROJECT#: 062505 12/24 AP 06/18/24 0000000 OFFICE EXPRESS OFFICE PRODUCT 158.02 07/09/24 2168 TISSUE AND TOWELS

PREPARED 07/09/2024, 11:21:04 ACCOUNT ACTIVITY LISTING

ACCOUNTING PERIOD 12/2024 PROGRAM GM360L CITY OF CEDAR FALLS ______ CURRENT BALANCE GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION ----- POST DT ----

******				POST DT
FUND 101 GE	NERAL FUND			
101-6616-4	46.72-01 OPERATING SUPPLIES /	OPERATING SUPPLIES		
2168	12/24 AP 06/18/24 0000000 TISSUE AND TOWELS	OFFICE EXPRESS OFFICE PRODUCT	204.80	07/09/24
PROJECT#:	062507			07/00/24
	TISSUE AND TOWELS	OFFICE EXPRESS OFFICE PRODUCT		07/09/24
PROJECT#:		TTO DANIE	109.98	07/08/24
	12/24 AP 06/18/24 0146851 FLAGSEXPRES	US BANK FLAG POLE ROPE	109.98	07700724
	062506 12/24 AP 06/17/24 0146851	IIC DANY	41.94	07/08/24
	AMAZON RET* 113-530471 062506	SCREW DRIVERS	41.74	0.7,007.22
	12/24 AP 06/17/24 0146851	US BANK	35.54	07/08/24
	AMAZON.COM*XW85Z2SO3	LINERS		
PROJECT#:	062303			//
	12/24 AP 06/14/24 0000000 GROMMET	MENARDS-CEDAR FALLS	6.58	07/09/24
	062501	HOUG GROUP THAT	10.46	07/09/24
2189	12/24 AP 06/03/24 0000000 TAPE	ECHO GROUP, INC.	10.40	01/03/24
PROJECT#:	062514 01/25 AP 07/01/24 0000000	FRESH START CLEANING SOLUTION	3 700 00	07/09/24
	JANITORIAL SERVICES	FRESH START CLEANING SOLUTION	3,700.00	077 037 24
	062501 01/25 AP 07/01/24 0000000	FRESH START CLEANING SOLUTION	800.00	07/09/24
PROJECT#:	JANITORIAL SERVICES	FRESH START CEDANTING BODGITON	000.00	31, 33, 23
	01/25 AP 07/01/24 0000000	FRESH START CLEANING SOLUTION	700.00	07/09/24
	JANITORIAL SERVICES			
PROJECT#:				
34	01/25 AP 07/01/24 0000000	FRESH START CLEANING SOLUTION	7,000.00	07/09/24
PROJECT#:	JANITORIAL SERVICES 062507			
34	01/25 AP 07/01/24 0000000	FRESH START CLEANING SOLUTION	3,165.00	07/09/24
	JANITORIAL SERVICES			
	062511			05/00/04
34	01/25 AP 07/01/24 0000000 JANITORIAL SERVICES	FRESH START CLEANING SOLUTION	770.00	07/09/24
PROJECT#:		DOGU GEADE OF BANKING GOLDETON	3,300.00	07/09/24
	01/25 AP 07/01/24 0000000 JANITORIAL SERVICES	FRESH START CLEANING SOLUTION	3,300.00	07/03/24
PROJECT#:		EDECH CTART CITANING COLUTION	1,865.00	07/09/24
34	01/25 AP 07/01/24 0000000 JANITORIAL SERVICES	FRESH START CLEANING SOLUTION	1,005.00	01/03/24
PROJECT#:	062506 01/25 AP 07/01/24 0000000	FRESH START CLEANING SOLUTION	1,500.00	07/09/24
	JANITORIAL SERVICES 062505	FRESH SIAKI CHEMING BOHOITON	1,300.00	31/03/24
EKOOBCI#:	002303			

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

AMZN MKTP US*E030C1U03

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS POST DT ----FUND 101 GENERAL FUND 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued 01/25 AP 07/01/24 0000000 FRESH START CLEANING SOLUTION 100.00 07/09/24 JANITORIAL SERVICES PROJECT#: 062510 .00 24,786.74 24,786.74 ACCOUNT TOTAL 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR 100.00 07/09/24 12/24 AP 06/20/24 0000000 PLUMB TECH INC. BOILER INSPECTION PROJECT#: 062507 07/09/24 2.04 2168 12/24 AP 06/19/24 0000000 O'DONNELL ACE HARDWARE SCREWS PROJECT#: 062501 07/09/24 200.00 2168 12/24 AP 06/19/24 0000000 PLUMB TECH INC. HVAC REPAIR PROJECT#: 062511 12/24 AP 06/18/24 0000000 HAWKEYE ALARM & SIGNAL CO. 185.00 07/09/24 2168 FIRE ALARM REPAIR PROJECT#: 062506 2168 AIRE SERV.OF THE CEDAR VALLEY 199.00 07/09/24 12/24 AP 06/17/24 0000000 HVAC SERVICE REC CTR PROJECT#: 062507 AIRE SERV.OF THE CEDAR VALLEY 646.15 07/09/24 12/24 AP 06/17/24 0000000 2168 HVAC SERVICE LIBRARY PROJECT#: 062503 MENARDS-CEDAR FALLS 50.43 07/09/24 12/24 AP 06/14/24 0000000 2168 PLUMBING FITTING WATER HEATER ELEMENT PROJECT#: 062506 12/24 AP 06/11/24 0000000 CHRISTIE DOOR COMPANY 2,350.00 07/09/24 2168 OVERHEAD DOOR REPAIR PROJECT#: 062506 12/24 AP 06/11/24 0000000 CHRISTIE DOOR COMPANY 1,418.75 07/09/24 2168 OVERHEAD DOOR REPAIR PROJECT#: 062506 07/09/24 12/24 AP 06/10/24 0000000 HAWKEYE ALARM & SIGNAL CO. 1,765.50 2168 FIRE ALARM REPAIR PROJECT#: 062507 07/08/24 12/24 AP 06/05/24 0146851 US BANK 45.78 2194 AMZN MKTP US*PV5ZU9EV3 SINK POWER SUPPLY PROJECT#: 062511 12/24 AP 06/03/24 0000000 FERGUSON ENTERPRISES, INC. 57.12 07/09/24 2168 COUPLERS PROJECT#: 062507 127.54 07/08/24 12/24 AP 05/30/24 0146851 US BANK 2194 ALLIEDHANDD HAND DRYER SENSOR PROJECT#: 062515 39.98 07/08/24 2194 12/24 AP 05/27/24 0146851 US BANK

WIRE MANAGEMENT HOOKS

PREPARED 07/09/2024, 11:21:04

ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

ACCOUNTING PERIOD 12/2024 CITY OF CEDAR FALLS ______ GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ----FUND 101 GENERAL FUND 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR continued PROJECT#: 062511 7,187.29 .00 7,187.29 ACCOUNT TOTAL 101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL 12/24 AP 07/01/24 0000000 PLUNKETT'S PEST CONTROL, INC 49.19 07/09/24 PEST CONTROL PROJECT#: 062511 12/24 AP 07/01/24 0000000 PLUNKETT'S PEST CONTROL, INC 07/09/24 24.96 2189 PEST CONTROL PROJECT#: 062508 77.50 07/09/24 12/24 AP 07/01/24 0000000 PLUNKETT'S PEST CONTROL, INC PEST CONTROL PROJECT#: 062514 26.75 07/09/24 2189 12/24 AP 07/01/24 0000000 PLUNKETT'S PEST CONTROL, INC PEST CONTROL PROJECT#: 062505 85.60 07/09/24 12/24 AP 07/01/24 0000000 PLUNKETT'S PEST CONTROL, INC 2189 PEST CONTROL PROJECT#: 062515 32.10 07/09/24 12/24 AP 07/01/24 0000000 PLUNKETT'S PEST CONTROL, INC 2189 PEST CONTROL PROJECT#: 062510 296.10 ...00 296.10 ACCOUNT TOTAL 101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS 07/09/24 56.85 12/24 AP 06/24/24 0000000 VESTIS 2168 MAT SERVICE PROJECT#: 062501 12/24 AP 06/21/24 0000000 07/09/24 134.80 2168 VESTIS MAT SERVICE AND TOWELS PROJECT#: 062506 WOODMAN CONTROLS COMPANY 3,115.00 07/09/24 12/24 AP 06/20/24 0000000 2168 CO2 SENSOR INSTALL AND PROGRAM PROJECT#: 062503 12/24 AP 06/11/24 0000000 CHRISTIE DOOR COMPANY 496.00 07/09/24 2168 OVERHEAD DOOR REPAIR PROJECT#: 062506 12/24 AP 06/10/24 0000000 TK ELEVATOR CORPORATION 400.00 07/09/24 2168 ELEVATOR REPAIR PROJECT#: 062511 01/25 AP 07/01/24 0000000 HAWKEYE COMMUNICATION/FANDEL 588.00 07/09/24 34 FIRE SYSTEM MONITORING 2024-2025 PROJECT#: 062506 WILLDAN ENERGY SOLUTIONS 1,200.00 07/09/24 01/25 AP 07/01/24 0000000 34 ENERGY BENCHMARKING 07/01/24-06/30/25

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----CREDITS DEBITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION _____ POST DT ----FUND 101 GENERAL FUND 101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS continued PROJECT#: 062506 .00 5,990,65 5,990.65 ACCOUNT TOTAL 101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 536.15 07/09/24 12/24 AP 06/27/24 0000000 CONSOLIDATED ENERGY COMPANY 2189 CEMETERY FUEL 12/24 AP 06/21/24 0000000 C & C WELDING & SANDBLASTING 580.75 07/09/24 2157 WALTER PUMP HOSE REPAIR 1,116,90 100 1.116.90 ACCOUNT TOTAL 101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 12/24 AP 06/25/24 0000000 OFFICE EXPRESS OFFICE PRODUCT 3.19 07/09/24 2178 THERMAL RECEIPT TAPE 3.19 .00 3.19 ACCOUNT TOTAL 101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT. 12/24 AP 06/24/24 0000000 TERRACON CONSULTANTS, INC. 740.65 07/09/24 2179 3329-HIDDEN PINES ADD BILL TO DEVELOP-06/15/24 PROJECT#: 023329 ACCOUNT TOTAL 740.65 .00 740.65 101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 07/09/24 12/24 AP 06/26/24 0000000 OFFICE EXPRESS OFFICE PRODUCT 10 32 2189 PAPER, PADS AND PENCILS 10.32 .00 10.32 ACCOUNT TOTAL 101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 07/09/24 12/24 AP 06/26/24 0000000 BLACK HAWK RENTAL 627.00 2157 TRENCHER RENTAL 07/09/24 2136 12/24 AP 06/20/24 0000000 BUILDERS SELECT LLC 305.91 EDWARDS SHELTER REPAIR DIAMOND VOGEL PAINT - #52 14.62 07/09/24 2136 12/24 AP 06/20/24 0000000 EDWARDS SHELTER REPAIR 41.89 07/09/24 2157 12/24 AP 06/20/24 0000000 CITY LAUNDERING CO. FIRST AID SUPPLIES 07/09/24 2168 12/24 AP 06/20/24 0000000 O'DONNELL ACE HARDWARE 21.38 BROOM 6.58 07/09/24 BUILDERS SELECT LLC 2136 12/24 AP 06/19/24 0000000 GATEWAY SHINGLE REPAIR

 PREPARED
 07/09/2024, 11:21:04
 ACCOUNT ACTIVITY LISTING
 PAGE 29

 PROGRAM
 GM360L
 ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS

			DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 1	01 GENERAL FUND				
	633-423.72-01 OPERATING SUPPLIES /	OPERATING SUPPLIES WAPSIE PINES LAWN CARE/LANDSC	260.70		07/09/24
2157	PLANTS	WAPSIE PINES DAWN CARE/DANDSC	200.70		0,,03,21
2157		BENTON'S SAND & GRAVEL, INC.	103.38		07/09/24
	ROCK		1 605 00		07/09/24
2157	12/24 AP 06/12/24 0000000 ARBORJET COMPONENTS	SITEONE LANDSCAPE SUPPLY, LLC CHEMICAL	1,625.00		07/03/24
2157	12/24 AP 06/12/24 0000000	ZIMCO SUPPLY CO.	300.00		07/09/24
	CHEMICAL				
2194	12/24 AP 06/04/24 0146851	US BANK	136.30		07/08/24
2194	2201 - SPRINKLERWHSE 12/24 AP 06/03/24 0146851	IRRIGATION PARTS US BANK	414,77		07/08/24
2174		EARMUFFS/HARDHATS/DIA.TP			, ,
2194	12/24 AP 06/03/24 0146851		379.00		07/08/24
	AMZN MKTP US*RX9QJ2S83		50 54		07/09/24
2136	12/24 AP 04/30/24 0000000 WATER FOR 606 UNION	CULLIGAN WATER CONDITIONING	70.74		07/09/24
	WATER FOR 808 UNION				
	ACCOUNT TOTAL		4,307.27	.00	4,307.27
101-6	633-423.86-01 REPAIR & MAINTENANCE	/ REPAIR & MAINTENANCE			
2168	12/24 AP 06/26/24 0000000	O'DONNELL ACE HARDWARE	54.43		07/09/24
	WASHINGTON PARK TOLIET 12/24 AP 06/21/24 0000000	REPAIR			05/00/04
2168	12/24 AP 06/21/24 0000000 S MAIN SHELTER REPAIR	BUILDERS SELECT LLC	5.99		07/09/24
2168	12/24 AP 06/20/24 0000000	O'DONNELL ACE HARDWARE	4.39		07/09/24
2200	WASHINGTON PARK TOLIET				
			64.03	.00	64.81
	ACCOUNT TOTAL		64.81	.00	64.81
	FUND TOTAL		242,702.91	1,166.51	241,536.40
EIMD 3	03 TAX INCREMENT FINANCING				
	06 STREET CONSTRUCTION FUND				
206-6	637-436.71-01 OFFICE SUPPLIES / OF				0-100101
2189		OFFICE EXPRESS OFFICE PRODUCT	6.88		07/09/24
	PAPER, PADS AND PENCILS				
	ACCOUNT TOTAL		6.88	.00	6.88
200	COR AGE TO BE OPERATING SUPPLIES	MOOT G			
2157	637-436.72-16 OPERATING SUPPLIES / 12/24 AP 06/24/24 0000000		31.99		07/09/24
2131	SCREWS	o bonned michigan			
2136		MENARDS-CEDAR FALLS	4.29		07/09/24
0136	STORAGE JARS	MENARDS-CEDAR FALLS	91.36		07/09/24
2136	12/24 AP 06/12/24 0000000	MENARDS-CEDAR FALLS	91.36		01/05/24

PREPARED 07/09/2024, 11:21:04

# ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

PAGE 30 ACCOUNTING PERIOD 12/2024 ______

GROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	
	TREET CONSTRUCTION FUND 136.72-16 OPERATING SUPPLIES / PILARS AND SCREWS	TOOLS	continued		
	ACCOUNT TOTAL		127.64	.00	127.64
	36.72-60 OPERATING SUPPLIES / 12/24 AP 06/20/24 0000000 FIRST AID SUPPLIES		24.01		07/09/24
	ACCOUNT TOTAL		24.01	.00	24.01
2136	136.73-28 OTHER SUPPLIES / SID: 12/24 AP 06/18/24 0000000	BENTON'S READY MIX CON	CRETE, 228.00		07/09/24
2168	SIDEWALK REPAIR ON MAIN 12/24 AP 06/14/24 0000000 SIDEWALK-MAIN ST BRIDGE	WHITE CAP, LP	241.34		07/09/24
	ACCOUNT TOTAL		469.34	.00	469.34
	336.73-30 OTHER SUPPLIES / BRI 12/24 AP 06/20/24 0000000 MAIN ST BRIDGE		Y, INC _* 332.83		07/09/24
	ACCOUNT TOTAL		332.83	.00	332.83
206-6637-4	36.73-32 OTHER SUPPLIES / STR	EETS			
		BLACK HAWK RENTAL	127.68		07/09/24
2189	12/24 AP 06/22/24 0000000 ROCK FOR SHOULDERS AND		3,077.94	(6)	07/09/24
	12/24 AP 06/21/24 0000000 CONCRETE FOR CFU REPAIR 062436	BENTON'S READY MIX CON	CRETE, 624.00		07/09/24
2168	12/24 AP 06/20/24 0000000 CONCRETE FOR CFU REPAIR	BENTON'S READY MIX CON 19TH STREET	CRETE, 1,560.00		07/09/24
2136		BENTON'S READY MIX CON 11TH STREET	CRETE, 819.00		07/09/24
PROJECT#: 2168	12/24 AP 06/19/24 0000000 CONCRETE FOR CFU REPAIR	BENTON'S READY MIX CON 19TH STREET	CRETE, 1,092.00		07/09/24
PROJECT#: 2136	12/24 AP 06/17/24 0000000	BENTON'S READY MIX CON 2ND STREET	CRETE, 702.00		07/09/24
	062436 12/24 AP 06/15/24 0000000	ASPRO, INC.	724.20		07/09/24

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

### ACCOUNT ACTIVITY LISTING

CTTY	OF	CEDAR	FALLS

PAGE 31 ACCOUNTING PERIOD 12/2024

FROUP PO	ACCTGTRANSACTION	•	DEBITS	CREDITS	CURRENT BALANCE
	STREET CONSTRUCTION FUND -436.73-32 OTHER SUPPLIES / STE	REETS	continued		
2136	HOT MIX ASPHALT 12/24 AP 06/15/24 0000000	ASPRO, INC.	209.10		07/09/24
2136	HOT MIX ASPHALT 12/24 AP 06/15/24 0000000	BMC AGGREGATES L.C.	1,324.69		07/09/24
2136	ROCK 12/24 AP 06/15/24 0000000	BMC AGGREGATES L.C.	295.19		07/09/24
2136	ROCK 12/24 AP 06/15/24 0000000	BMC AGGREGATES L.C.	849.24		07/09/24
2136	ROCK 12/24 AP 06/13/24 0000000	BENTON'S READY MIX CONCRETE,	456.75		07/09/24
	CONCRETE FOR CFU REPAIR : 062436	10TH STREET			
2136	12/24 AP 06/12/24 0000000 CONCRETE FOR CFU REPAIR 5: 062436	BENTON'S READY MIX CONCRETE, 10TH STREET	609.00		07/09/24
2157	12/24 AP 06/10/24 0000000 ADA DOMES FOR CFU PATCH	WHITE CAP, LP TREMONT/2ND	246.28		07/09/24
PROJECT; 2136	#: 062436 12/24 AP 06/08/24 0000000 ROCK	BMC AGGREGATES L.C.	929.27		07/09/24
	ACCOUNT TOTAL		13,646.34	.00	13,646.34
206-6637 2179 PROJECT	12/24 AP 06/11/24 0000000 3240-W 27TH ST RECON	BLDGS / WEST 27TH ST IMPROVEMENTS AECOM TECHNICAL SERVICES, INC THROUGH 06/07/24	1,847.50		07/09/24
	ACCOUNT TOTAL		1,847.50	.00	1,847.50
206-6647 2189	-436.71-01 OFFICE SUPPLIES / OF 12/24 AP 06/26/24 0000000 PAPER, PADS AND PENCILS	FFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	3.44		07/09/24
	ACCOUNT TOTAL	1	3.44	.00	3.44
206-6647	-436.72-01 OPERATING SUPPLIES /	OPERATING SUPPLIES			
2157	12/24 AP 06/21/24 0000000 STRAPS/PARACORD	O'DONNELL ACE HARDWARE SUPPLIES FOR BANNER	43.21		07/09/24
2157	12/24 AP 06/11/24 0000000 PLYWOOD	MENARDS-CEDAR FALLS	21.49		07/09/24
2189	12/24 AP 06/10/24 0000000 CONDUIT	ECHO GROUP, INC.	60.12		07/09/24
2189	12/24 AP 04/26/24 0000000 SADDLE CONNECTOR/STRAP	ECHO GROUP, INC.	67.65		07/09/24
2189	12/24 AP 04/17/24 0000000	ECHO GROUP, INC.		87.80	07/09/24

PAGE 32 ACCOUNT ACTIVITY LISTING PREPARED 07/09/2024, 11:21:04 ACCOUNTING PERIOD 12/2024 PROGRAM GM360L CITY OF CEDAR FALLS

ROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
UND 206 ST	TREET CONSTRUCTION FUND	ODEDATING SUDDLIFS	continued		
200-6647-4	CREDIT FOR LED PANEL	OFERALING BOFFELES	00		
2189	12/24 AP 02/26/24 0000000 CREDIT-SEALING RING/STRAP	ECHO GROUP, INC. NIPPLE/CONDUIT		95.27	07/09/24
	ACCOUNT TOTAL		192.47	183.07	9.40
206-6647-4 2157	436.72-60 OPERATING SUPPLIES / 12/24 AP 06/20/24 0000000	SAFETY SUPPLIES	25.78		07/09/24
215/	FIRST AID SUPPLIES	CIII HAUNDBRING CO.	25.70		.,,.,,
	ACCOUNT TOTAL		25.78	.00	25.78
	436.73-20 OTHER SUPPLIES / POST		4,560.25		07/09/24
2189	12/24 AP 06/26/24 0000000 SIGN POSTS	XCESSORIES SQUARED DEV.& MFG.	4,560.25		01/05/24
	ACCOUNT TOTAL		4,560.25	.00	4,560.25
206-6647-4 2189	436.92-01 STRUCTURE IMPROV & BL 12/24 AP 06/19/24 0000000		780.82		07/09/24
	VALVE/STRAINER/SCREEN/RLL 12/24 AP 06/18/24 0000000	PAINT MACHINE	575.00		07/09/24
2136	OPTICAL DATA AGGREGATOR				
2189	12/24 AP 05/06/24 0000000 REMOTE TRIGGER	EZ-LINER PAINT MACHINE	695.05		07/09/24
	ACCOUNT TOTAL		2,050.87	.00	2,050.87
206-6647-4	436.93-01 EQUIPMENT / EQUIPMENT				
34	01/25 AP 07/03/24 0000000 #601 TRAFFIC SUPERVISOR		41,304.00		07/09/24
	ACCOUNT TOTAL		41,304.00	.00	41,304.00
	FUND TOTAL		64,591.35	183.07	64,408.28

FUND 215 HOSPITAL FUND FUND 216 POLICE BLOCK GRANT FUND

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L CITY OF CEDAR FALLS

### ACCOUNT ACTIVITY LISTING

PAGE 33 ACCOUNTING PERIOD 12/2024

ROUP PO NBR NBR		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
TIND 217 SE	ECTION 8 HOUSING FUND				
	132.71-01 OFFICE SUPPLIES / OFF	ICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	.43		07/09/24
2194	THERMAL RECEIPT TAPE 12/24 AP 05/30/24 0040404	US BANK	10.90		07/08/24
47	AMZN MKTP US*F576092M3 01/25 AP 07/02/24 0000000 LETTER COPY PAPER		4.56		07/09/24
	ACCOUNT TOTAL		15.89	.00	15.89
	FUND TOTAL		15.89	.00	15.89
	OMMUNITY BLOCK GRANT				
223-2224-4	432.71-01 OFFICE SUPPLIES / OFF 12/24 AP 06/25/24 0000000 THERMAL RECEIPT TAPE	OFFICE EXPRESS OFFICE PRODUCT	.09		07/09/24
47	01/25 AP 07/02/24 0000000 LETTER COPY PAPER	OFFICE EXPRESS OFFICE PRODUCT	3.04		07/09/24
	ACCOUNT TOTAL		3.13	.00	3.13
	FUND TOTAL		3.13	.00	3.13
	RUST & AGENCY FREET REPAIR FUND				
242-1240-4 2179	431,92-25 STRUCTURE IMPROV & BL 12/24 AP 06/26/24 0000000 3271-N CEDAR HEIGHTS PH1A	DGS / CEDAR HEIGHTS AREA RECON SCHMITT CONSTRUCTION CO.INC.,	16,487.25		07/09/24
PROJECT#:	12/24 AP 06/26/24 0000000 3271-N CEDAR HEIGHTS PH2	SCHMITT CONSTRUCTION CO.INC.,	83,868.94		07/09/24
PROJECT#: 2179 PROJECT#:	: 023271 12/24 AP 06/11/24 0000000 3271-N CEDAR HEIGHTS PH1 : 023271	AECOM TECHNICAL SERVICES, INC 05/11-06/07/24	4,954.29		07/09/24
	ACCOUNT TOTAL		105,310.48	.00	105,310.48
	131.92-44 STRUCTURE IMPROV & BLI 12/24 AP 06/27/24 0000000 3337-2024 STREET RESTOR : 023337		64,118.90		07/09/24
	ACCOUNT TOTAL		64,118.90	.00	64,118.90

07/08/24

PREPARED 07/09/2024, 11:21:04

### ACCOUNT ACTIVITY LISTING

2194

12/24 AP 06/19/24 0146851

US BANK

ACCOUNTING PERIOD 12/2024 PROGRAM GM360L CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 242 STREET REPAIR FUND 242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT 12/24 AP 07/02/24 0000000 PETERSON CONTRACTORS 779,113.91 07/09/24 2179 3283-MAIN ST RECONSTRUCT PROJECT#: 023283 TERRACON CONSULTANTS, INC. 835.86 07/09/24 12/24 AP 06/24/24 0000000 2179 3283-MAIN ST RECONSTRUCT THROUGH 06/15/24 PROJECT#: 023283 779,949.77 .00 779,949,77 ACCOUNT TOTAL 949,379.15 0.0 949,379.15 FUND TOTAL FUND 254 CABLE TV FUND 254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES OFFICE EXPRESS OFFICE PRODUCT 1.12 07/09/24 12/24 AP 06/25/24 0000000 2178 THERM. PAPER/CORRECT. TAPE 23.90 07/08/24 2194 12/24 AP 05/31/24 0146851 US BANK 9V BATTERIES AMZN MKTP US*FT5CM93C3 12/24 AP 05/31/24 0146851 US BANK 76.64 07/08/24 2194 AA BATTERIES AMZN MKTP US*CG3VH1LF3 390.60 07/08/24 US BANK 2194 12/24 AP 05/31/24 0146851 GAFFERS TAPE MARKERTEK VIDEO SUPPLY 07/09/24 01/25 AP 07/02/24 0000000 OFFICE EXPRESS OFFICE PRODUCT 6.08 LETTER COPY PAPER ..00 498.34 ACCOUNT TOTAL 498.34 254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 12/24 AP 05/27/24 0146851 US BANK 30.76 07/08/24 2194 PANERA BREAD #203210 K MEAL: MENNEN-CF GRADUATION 30.76 100 30.76 ACCOUNT TOTAL 254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 1,147.40 07/08/24 12/24 AP 06/11/24 0146851 US BANK 2194 MARKERTEK VIDEO SUPPLY GUARD DOG CABLE PROTECTOR 07/08/24 110 93 2194 12/24 AP 06/03/24 0146851 US BANK AMZN MKTP US*1E9CK2543 FENCE MOUNT/CONNECT CLNER 1.258.33 .00 1,258,33 ACCOUNT TOTAL 254-1088-431.93-01 EQUIPMENT / EQUIPMENT 1.541.86 07/09/24 2178 12/24 AP 06/27/24 0000000 CLARK WIRE & CABLE, INC. 22G 12CH AUDIO CABLE 609.99

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

# ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

PAGE 35 ACCOUNTING PERIOD 12/2024

GROUP PO ACCTGTRANS NBR NBR PER. CD DATE	NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
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FUND 254 CABLE TV FUND 254-1088-431.93-01 EQUIPMENT		continued		
CORSAIR CUSTOMER C 2194 12/24 AP 06/07/24		609.99		07/08/24
2194 12/24 AP 05/23/24 B&H PHOTO 800-606-	0146851 US BANK	644.56 RD DRIVE		07/08/24
ACC	COUNT TOTAL	2,796.41	609.99	2,186.42
FUN	ID TOTAL	4,583.84	609.99	3,973.85
FUND 258 PARKING FUND				
258-5531-435.71-01 OFFICE SUF 2178 12/24 AP 06/25/24	0000000 OFFICE EXPRESS OFFICE	PRODUCT .87		07/09/24
THERMAL RECEIPT TA 2178 12/24 AP 06/25/24	0000000 OFFICE EXPRESS OFFICE	PRODUCT .70		07/09/24
THERM.PAPER/CORREC 47 01/25 AP 07/02/24 LETTER COPY PAPER		PRODUCT 4.56		07/09/24
ACC	COUNT TOTAL	6.13	00	6.13
2205 12/24 AP 06/30/24	IAL SERVICES / CONTRACT SERVICES 00000000	50.52		07/09/24
2205 GATEWAY FEE-JUNE 2 12/24 AP 06/30/24 PARKING CITATION F	024 (2 PAY STATIONS) 0000000	3,294.10		07/09/24
ACC	COUNT TOTAL	3,344.62	.00	3,344.62
258-5531-435.93-01 EQUIPMENT 2205 12/24 AP 06/30/24 PRINTER & ADAPTER	/ EQUIPMENT O000000 IPS GROUP, INC	3,619.20		07/09/24
ACC	COUNT TOTAL	3,619.20	-, 00	3,619.20
FUN	ID TOTAL	6,969.95	· 00	6,969.95
FUND 261 TOURISM & VISITORS 261-2291-423.72-01 OPERATING 2194 12/24 AP 05/31/24 MARTIN BROTHERS	SUPPLIES / OPERATING SUPPLIES 0146851 US BANK POPCORN BAGS	15.99		07/08/24
ACC	OUNT TOTAL	15.99	. 00	15.99

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

### ACCOUNT ACTIVITY LISTING

PAGE 36 ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS

GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 261 TOURISM & VISITORS			
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE 2194 12/24 AP 05/31/24 0146851 US BANK THE UPS STORE 5189 SHIP VG TO MARQUETTE	20.16		07/08/24
ACCOUNT TOTAL	20.16	00	20.16
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM	650.00		07/09/24
27 01/25 AP 07/01/24 0000000 SPINUTECH WEB DESIGN, INC. QTRLY CMS LICENSE/SUPPORT /HOSTING JUL-AUG-SEPT 27 01/25 AP 07/01/24 0000000 EXPERIENCE WATERLOO ANNUAL RENEWAL JOINT CF-W CV365 CALENDAR FY25	650.00		07/09/24
ACCOUNT TOTAL	4,150.00	.00	4,150.00
261-2291-423.73-54 OTHER SUPPLIES / PROMOTIONAL ITEMS 2194 12/24 AP 06/05/24 0146851 US BANK WAL-MART #0753 TRAIL MIX FOR GROUPS/	71.68		07/08/24
ACCOUNT TOTAL	71.68	0.0	71.68
261-2291-423.73-55 OTHER SUPPLIES / MEDIA			
2190 12/24 AP 06/19/24 0000000 TWO RIVERS MARKETING JUNE REPORT/ANALYTICS	475.00		07/09/24
2194 12/24 AP 06/10/24 0146851 US BANK FACEBK *GSNSD3LFB2 TWO RIVERS MARKETING	10.35		07/08/24
2194 12/24 AP 06/10/24 0146851 US BANK	54.86		07/08/24
FACEBK *ZW89N3UFB2 TWO RIVERS MARKETING 2194 12/24 AP 06/03/24 0146851 US BANK	250.00		07/08/24
FACEBK *K76EJ3GGB2 TWO RIVERS MARKETING 2194 12/24 AP 06/03/24 0146851 US BANK GOOGLE*ADS4363039278 TWO RIVERS MARKETING	493.26		07/08/24
ACCOUNT TOTAL	1,283.47	.00	1,283.47
261-2291-423.73-56 OTHER SUPPLIES / RESEARCH 27 01/25 AP 07/01/24 0000000 STR, LLC WEEKLY DESTINATION REPORT FY25-THROUGH 6/30/25	3,465.00		07/09/24
ACCOUNT TOTAL	3,465.00	. 00	3,465.00
261-2291-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS 27 01/25 AP 07/02/24 0000000 IOWA SOCIETY-EXEC.ASSOC. FY25 ANNUAL MEMBERSHIP	175.00		07/09/24
ACCOUNT TOTAL	175.00	≥• 00	175.00

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 261 TOURISM & VISITORS 261-2291-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 135.24 07/08/24 12/24 AP 06/13/24 0146851 US BANK HILTON GARDEN INN SIOU HOTEL: PICKAR-ITIP ANNUAL PROJECT#: 032424 .00 135.24 135.24 ACCOUNT TOTAL 261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE 7.80 07/09/24 2190 12/24 AP 06/21/24 0000000 VESTIS MAT SERVICE 7.80 .00 7.80 ACCOUNT TOTAL 261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS 12/24 AP 06/26/24 0000000 SIGNS & DESIGNS, INC. 77.00 07/09/24 2190 IA SHRINE BOWL WELCOME BANNER FOR BROCHURE RACK 07/08/24 2194 12/24 AP 06/19/24 0146851 US BANK 98.43 FIRWORKS YARD SIGNS SIGNSONTHECHEAP 15.00 07/08/24 12/24 AP 05/30/24 0146851 US BANK 2194 AMERICAN COLOR IMAGING IN TOURISM ON TAP PARTNER 15.00 07/08/24 2194 12/24 AP 05/22/24 0146851 US BANK TOURISM ON TAP SPONSOR AMERICAN COLOR IMAGING IN 12/24 AP 05/17/24 0146576 AMERICAN COLOR IMAGING 15.00 06/28/24 2164 VOID CK-PYMT NOT NEEDED TOURISM ON TAP PARNERSHIP ACCOUNT TOTAL 205.43 15.00 190.43 261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS 07/09/24 500.00 12/24 AP 06/20/24 0000000 WEGNER, AMBER REPAIR JOHN DEERE PANTHER PROJECT#: 032372 WEGNER, AMBER 375.00 07/09/24 12/24 AP 06/20/24 0000000 2190 REPAIR TOURISM PANTHER PROJECT#: 032372 370.80 07/08/24 12/24 AP 06/19/24 0146851 US BANK 2194 RETURN 2 UNUSED GALLONS KBS COATINGS PROJECT#: 032372 07/08/24 23.51 2194 12/24 AP 06/17/24 0146851 US BANK SHIPPING TO RETURN UPS (800) 811-1648 PROJECT#: 032372 82.57 07/08/24 2194 12/24 AP 06/14/24 0146851 US BANK BOOKMARKS FOR UNI INCOME GOTPRINT.COM PROJECT#: 032372 07/08/24 2194 12/24 AP 05/30/24 0146851 US BANK 824.00 4 GALLONS CLEAR COAT KBS COATINGS PROJECT#: 032372 370.80 1,434.28 ACCOUNT TOTAL 1,805.08

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04

ACCOUNT TOTAL

ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS GROUP PO ACCTG ---TRANSACTION----BALANCE DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 261 TOURISM & VISITORS 11.334.85 385.80 10,949.05 FUND TOTAL FUND 262 SENIOR SERVICES & COMM CT 262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 10.99 07/08/24 2195 12/24 AP 06/14/24 0146851 US BANK AUDIO CABLE ADAPTER AMAZON MKTPL*U508X9UN3 12/24 AP 05/30/24 0146851 US BANK 19.99 07/08/24 2195 AMZN MKTP US*ZU32S1293 MUG HOLDER 30.98 .00 30.98 ACCOUNT TOTAL 262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING 07/08/24 12/24 AP 06/17/24 0146851 US BANK 39.47 2195 AMAZON MKTPL*569137KV3 PAINT, NEEDLES, & CROCHET 39.47 ACCOUNT TOTAL 39.47 .00 70.45 .00 70.45 FUND TOTAL FUND 291 POLICE FORFEITURE FUND FUND 292 POLICE RETIREMENT FUND FUND 293 FIRE RETIREMENT FUND FUND 294 LIBRARY RESERVE FUND 295 SOFTBALL PLAYER CAPITAL FUND 296 GOLF CAPITAL FUND 297 REC FACILITIES CAPITAL FUND 298 HEARST CAPITAL 298-2280-423.89-39 MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS 07/08/24 12/24 AP 06/17/24 0146851 US BANK 44.43 2194 ART CAN HELP SUPPLIES HOBBY-LOBBY #0135 52.35 07/08/24 12/24 AP 06/13/24 0146851 US BANK 2194 WALMART REFUND WM SUPERCENTER #753 56.68 07/08/24 12/24 AP 06/12/24 0146851 US BANK 2194 CHISEL, STARCH, FOIL STAR WAL-MART #0753 52.35 07/08/24 2194 12/24 AP 06/11/24 0146851 US BANK WM SUPERCENTER #753 CHISEL, STARCH, FOIL STAR 07/08/24 12/24 AP 06/10/24 0146851 US BANK 10.49 2194 AMZN MKTP US*KI4532A23 WATERCOLOR PAINTS 59.72 07/08/24 12/24 AP 06/07/24 0146851 US BANK 2194 AMZN MKTP US*JF00R1P73 PAPER TUBES, FOSSIL MIX 07/08/24 41.64 2194 12/24 AP 06/06/24 0146851 ADHESIVE SHELF LINERS AMAZON RET* 112-814940 07/08/24 12/24 AP 06/04/24 0146851 US BANK 192.15 2194 AMZN MKTP US*LG38N0LF3 CAMP CRAFT SUPPLIES,

457.46

52.35

405.11

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04

### ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS			
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 298 HEARST CAPITAL FUND TOTAL	457.46	52.35	405.11
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  2179 12/24 AP 06/27/24 0000000 PETERSON CONTRACTORS  3290-CEDAR RIVER REC  PROJECT#: 023290	12,426.00		07/09/24
ACCOUNT TOTAL	12,426.00	<b>₽00</b>	12,426.00
FUND TOTAL	12,426.00	.00	12,426.00
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 2193 12/24 AP 06/24/24 0000000 EUROFINS CEDAR FALLS 6/9 WW CHARACTERIZATION	2,289.00		07/09/24
PROJECT#: 023322 2193 12/24 AP 06/24/24 0000000 EUROFINS CEDAR FALLS 6/11 WW CHARACTERIZATION	2,289.00		07/09/24
PROJECT#: 023322 2193 12/24 AP 06/24/24 0000000 EUROFINS CEDAR FALLS 6/10 WW CHARACTERIZATION PROJECT#: 023322	2,289.00		07/09/24
ACCOUNT TOTAL	6,867.00	.00	6,867.00
410-1220-431.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE 2179 12/24 AP 06/27/24 0000000 PETERSON CONTRACTORS 3182-OAK PARK SEWER PROJECT#: 023182	172,127.65		07/09/24
ACCOUNT TOTAL	172,127.65	.00	172,127.65
FUND TOTAL	178,994.65	00	178,994.65

ACCOUNT ACTIVITY LISTING PREPARED 07/09/2024, 11:21:04

PROGRAM GM360L

ACCOUNTING PERIOD 12/2024 CITY OF CEDAR FALLS 

GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
FUND 430 TIF BOND 430-1220-431.97-70 TIF BOND PROJECTS / VIKING ROAD 2179 12/24 AP 06/27/24 0000000 PETERSON CONTRACTORS 3212-WEST VIKING RD RECON	118,265.50		07/09/24
PROJECT#: 023212 2179 12/24 AP 06/21/24 0000000 SNYDER & ASSOCIATES, INC. 3212-WEST VIKING RD RECON 05/01-05/31/24 PROJECT#: 023212	7,651.10		07/09/24
ACCOUNT TOTAL	125,916.60	.00	125,916.60
430-1220-431.97-96 TIF BOND PROJECTS / PRAIRIE PRKWY & VIKING RD 2179	19,083.50		07/09/24
2179 12/24 AP 05/29/24 0000000 SNYDER & ASSOCIATES, INC. 3308-PRAIRIE PKWY/VIKING THROUGH 04/30/24	35,847.61		07/09/24
PROJECT#: 023308 2179 12/24 AP 04/30/24 0000000 SNYDER & ASSOCIATES, INC. 3308-PRAIRIE PKWY/VIKING THROUGH 03/31/24 PROJECT#: 023308	12,334.77		07/09/24
ACCOUNT TOTAL	67,265.88	.00	67,265.88
FUND TOTAL	193,182.48	00	193,182.48
FUND 431 2014 BOND FUND 432 2003 BOND FUND 433 2001 TIF			
FUND 434 2024 BOND 434-1220-431.98-13 CAPITAL PROJECTS / WEST 23RD STREET 2179 12/24 AP 06/20/24 0000000 SHIVE-HATTERY 3330-W 23RD STREET RECON SERVICES THROUGH 06/14/24 PROJECT#: 023330	21,884.43		07/09/24
ACCOUNT TOTAL	21,884.43	. 00	21,884.43
434-1220-431.98-81 CAPITAL PROJECTS / PICKLE BALL COURTS 2179	10,442.87		07/09/24
ACCOUNT TOTAL	10,442.87	0.00	10,442.87
FUND TOTAL	32,327.30	. 00	32,327.30

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L CITY OF CEDAR FALLS

CITY OF CEDAR FALLS			
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION			CURRENT
FUND 435 1999 TIF  FUND 436 2016 BOND  FUND 437 2018 BOND  FUND 438 2020 BOND  FUND 439 2022 BOND  439-1220-431.98-87 CAPITAL PROJECTS / SLOPE REPAIR  2179 12/24 AP 06/14/24 0000000 AECOM TECHNICAL SERVICES, INC  3256-GREENWOOD CEM SLOPE 05/11-06/07/24  PROJECT#: 023256	4,233.51		07/09/24
ACCOUNT TOTAL	4,233.51	.00	4,233.51
439-1220-431.98-96 CAPITAL PROJECTS / FINANCIAL SYSTEM 2178	5,040.00		07/09/24
ACCOUNT TOTAL	5,040.00	<b>.</b> .00	5,040.00
FUND TOTAL	9,273.51	.00	9,273.51
FUND 443 CAPITAL PROJECTS  443-1220-431.92-27 STRUCTURE IMPROV & BLDGS / CEMETERY COLUMBARIUMS  2168 12/24 AP 06/27/24 0000000 BUILDERS SELECT LLC FORMS FOR CONCRETE FLOOR PROJECT#: 062523	139.35		07/09/24
2168 12/24 AP 06/27/24 0000000 BUILDERS SELECT LLC FORMS FOR CONCRETE FLOOR	129.80		07/09/24
PROJECT#: 062523 2189 12/24 AP 06/22/24 0000000 BMC AGGREGATES L.C. ROCK FOR COLUMBARIUM	525.23		07/09/24
PROJECT#: 062523 2157 12/24 AP 06/20/24 0000000 BLACK HAWK RENTAL SHEEPS FOOT-COLUMBARIUM BACKFILL	963.00		07/09/24
PROJECT#: 062523 2168 12/24 AP 06/20/24 0000000 BENTON'S READY MIX CONCRETE, CONCRETE FOR COLUMBARIUM FOOTING EAST SIDE	1,716.00		07/09/24
PROJECT#: 062523 2136 12/24 AP 06/13/24 0000000 BENTON'S READY MIX CONCRETE, CONCRETE FOR FOOT WALL	1,963.00		07/09/24
PROJECT#: 062523 2168 12/24 AP 06/13/24 0000000 WHITE CAP, LP CHAMBER FOR FOOTING WALL	49.24		07/09/24
REBAR FOR COLUMBARIUM PROJECT	1,002.00		07/09/24
PROJECT#: 062523 2157 12/24 AP 06/12/24 0000000 WHITE CAP, LP	126.89		07/09/24

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

# ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

PAGE 42 ACCOUNTING PERIOD 12/2024

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GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	BALANCE
NAME OF THE PARTY			POST DI
FUND 443 CAPITAL PROJECTS 443-1220-431.92-27 STRUCTURE IMPROV & BLDGS / CEMETERY COLUMBARIUMS WOOD CHAMFER AND FORM RELEASE	continued		
PROJECT#: 062523 2157	1,600.00		07/09/24
2136 12/24 AP 06/10/24 0000000 MENARDS-CEDAR FALLS LUMBER FOR SPREAD FOOTING FOR COLUMBARIUM PROJECT#: 062523	335.85		07/09/24
ACCOUNT TOTAL	8,550.36	.00	8,550.36
FUND TOTAL	8,550.36	<b>.00</b>	8,550.36
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 551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 2189 12/24 AP 06/26/24 0000000 OFFICE EXPRESS OFFICE PRODUCT	28.89		07/09/24
PAPER, PADS AND PENCILS			
ACCOUNT TOTAL	28.89	.00	28.89
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 2189 12/24 AP 06/30/24 0000000 CULLIGAN WATER CONDITIONING WATER FOR TRANSFER ST 6/17/24 2189 12/24 AP 06/30/24 0000000 CULLIGAN WATER CONDITIONING	15.50		07/09/24
2189 12/24 AP 06/30/24 0000000 CULLIGAN WATER CONDITIONING	15.50		07/09/24
WATER FOR TRANSFER ST 6/3/24	7.75		07/09/24
ACCOUNT TOTAL	38.75	.00	38.75
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS 2157	214.70		07/09/24

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04

## ACCOUNT ACTIVITY LISTING

PROGRAM GM360L CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION _____ POST DT ----FUND 551 REFUSE FUND continued 551-6685-436.72-16 OPERATING SUPPLIES / TOOLS 214.70 .00 214.70 ACCOUNT TOTAL 551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 100.13 07/09/24 12/24 AP 06/20/24 0000000 CITY LAUNDERING CO. 2157 FIRST AID SUPPLIES 100.13 .00 100.13 ACCOUNT TOTAL 551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES 12/24 AP 06/28/24 0000000 O'DONNELL ACE HARDWARE 11.77 07/09/24 HOSE CLAMP FOR TRANSFER STATION 07/09/24 11.99 2157 12/24 AP 06/21/24 0000000 MENARDS-CEDAR FALLS BALL VALVE 12/24 AP 06/18/24 0000000 MENARDS-CEDAR FALLS 44.43 07/09/24 2157 VALVES FOR SHUTTING HEATE R CORES ON SEMIS 68.19 . 00 68.19 ACCOUNT TOTAL 551-6685-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 12/24 AP 06/21/24 0000000 J.V. MANUFACTURING, INC. 278.61 07/09/24 2157 PRESSURE SWITCH FOR BALER 278.61 .00 278.61 ACCOUNT TOTAL 551-6685-436.86-35 REPAIR & MAINTENANCE / SCALES 07/09/24 01/25 AP 07/01/24 0000000 CAROLINA SOFTWARE, INC. 2,300.00 SCALE SOFTWARE-TRANSFER 07/01/24-06/30/25 2,300.00 .00 2,300.00 ACCOUNT TOTAL 551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN 431.25 07/09/24 12/24 AP 06/17/24 0000000 MIDWEST ELECTRONIC RECOVERY 2136 ELECTRONIC RECYCLING 12/24 AP 06/15/24 0000000 LIBERTY TIRE RECYCLING, LLC 07/09/24 2157 603.64 TIRE RECYCLING 01/25 AP 07/01/24 0000000 SIGNS BY TOMORROW 2,014.80 07/09/24 NEW RECYCLING ROLL OFF SIGNS 3,049.69 .00 3,049.69 ACCOUNT TOTAL 6.078.96 .00 6,078.96 FUND TOTAL

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS _____ POST DT ----FUND 552 SEWER RENTAL FUND 552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 12/24 AP 06/26/24 0000000 OFFICE EXPRESS OFFICE PRODUCT 5.50 07/09/24 PAPER, PADS AND PENCILS 5.50 .00 5.50 ACCOUNT TOTAL 552-6665-436.72-05 OPERATING SUPPLIES / GAS & OIL 377.72 07/09/24 2193 12/24 AP 06/24/24 0000000 DELUXE DISTRIBUTORS SOLVENT 12/24 AP 06/20/24 0000000 NORTHLAND PRODUCTS CO. 413.24 07/09/24 2193 NORPLEX LUBRICANT 790.96 .00 790.96 ACCOUNT TOTAL 552-6665-436.72-16 OPERATING SUPPLIES / TOOLS 07/09/24 12/24 AP 06/28/24 0000000 MENARDS-CEDAR FALLS 11.98 2193 TIE DOWN RATCHET STRAP 11.37 07/09/24 12/24 AP 06/27/24 0000000 O'DONNELL ACE HARDWARE 2193 BOLTS/WIRE CONNECTOR 07/09/24 12/24 AP 06/19/24 0000000 O'DONNELL ACE HARDWARE 11.58 2193 NUTS AND BOLTS .00 ACCOUNT TOTAL 34.93 34.93 552-6665-436.72-19 OPERATING SUPPLIES / PRINTING 07/09/24 12/24 AP 06/21/24 0000000 RAPIDS REPRODUCTIONS, INC. 78.88 2193 MANUAL COPIES .00 78.88 78.88 ACCOUNT TOTAL 552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 07/09/24 12/24 AP 06/20/24 0000000 CITY LAUNDERING CO. 80.54 2193 SAFETY CABINET-1ST AID 07/09/24 12/24 AP 02/26/24 0000000 CAMPBELL SUPPLY WATERLOO 15.98 2193 SAFETY GLOVES 96.52 96.52 .00 ACCOUNT TOTAL 552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT 07/09/24 3,814.00 2193 12/24 AP 06/21/24 0000000 GPM PRETREATMENT SAMPLER 12/24 AP 05/31/24 0000000 CONTINENTAL RESEARCH CORP. 2,840.22 07/09/24 2193 SEWER CLEANER CHEMICAL .00 ACCOUNT TOTAL 6,654.22 6,654.22

PREPARED 07/09/2024 11:21:04 PROGRAM GM360L

ACCOUNT TOTAL

ACCOUNT ACTIVITY LISTING

ACCOUNTING PERIOD 12/2024 CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS ----- POST DT ----FUND 552 SEWER RENTAL FUND 552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR 2194 12/24 AP 06/17/24 0146851 US BANK 17.99 07/08/24 TRACTOR-SUPPLY-CO #0146 FLY TRAPS ACCOUNT TOTAL 17.99 ..00 17.99 552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT 12/24 AP 06/19/24 0000000 NORTH CENTRAL LABORATORIES 82.20 07/09/24 2193 LAB SUPPLIES 2194 12/24 AP 06/19/24 0146851 US BANK 237.31 07/08/24 DESSICANT FOR UV IMPAK CORPORATION 2193 12/24 AP 06/11/24 0000000 GRAINGER PARTS 94.06 07/09/24 BEAKERS/COUPLER/GLOVES LAB SUPPLIES 12/24 AP 05/27/24 0146851 07/08/24 2194 US BANK 133.00 TELEDYNE INSTRUMENTS INC PORTABLE SAMPLER PARTS .00 546.57 ACCOUNT TOTAL 546.57 552-6665-436.74-05 SEWER SUPPLIES / OPER EQUIP-COLLECTIONS SY 12/24 AP 06/21/24 0000000 CAMPBELL SUPPLY WATERLOO 07/09/24 2193 205.33 DRAIN JET FLUSH BAG HYDRO SUPPLIES 2193 12/24 AP 06/20/24 0000000 MID-IOWA SOLID WASTE EQUIPMEN 540.03 07/09/24 HYDRO NOZZLE ACCOUNT TOTAL 745.36 ...00 745.36 552-6665-436.74-27 SEWER SUPPLIES / IOWA ONE CALL 12/24 AP 06/24/24 0000000 MENARDS-CEDAR FALLS 8.49 07/09/24 2193 ONE CALL PAINT 8.49 .00 8.49 ACCOUNT TOTAL 552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 12/24 AP 06/27/24 0000000 HUPP ELECTRIC MOTORS 1,372.85 07/09/24 2193 LEVEE PUMP STATION SOFT START 2193 12/24 AP 06/13/24 0000000 PLUMB TECH INC. 664.42 07/09/24 BACKFLOW PREVENTER MAINT ACCOUNT TOTAL 2,037.27 .00 2,037.27 552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS 12/24 AP 06/24/24 0000000 VESTIS 07/09/24 2193 34.46 MOPS AND TOWELS

34.46

.00

34.46

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 46 ACCOUNTING PERIOD 12/2024

CIII OF CEL	AK PAULS						
GROUP PO NBR NBR	ACCTG PER. CD		SACTION NUMBER		DEBIT		CURRENT BALANCE
							POST DI
	EWER RENTAL F			/			
				/ LAB & TESTING EUROFINS CEDAR FALLS	672.00		07/09/24
	LAB ANALYSI						
		ACC	COUNT TOTAL		672.00	.00	672.00
552-6665-4	136.86-61 REF	AIR & N	MAINTENANCE	/ REP & MAIN-LIFT STATIONS			
2193	12/24 AP 0	6/26/24	4 0000000	BENTON'S READY MIX CONCRETE,	3,850.50		07/09/24
2193	EMERGENCY S			PETERSON CONTRACTORS	65,286.18		07/09/24
	EMERGENCY S						
		ACC	COUNT TOTAL		69,136.68	.00	69,136.68
552-6665-4	136.86-62 REF	AIR & M	MAINTENANCE	/ SAN SEW-MANHOLE/SPOT REP			
2168		6/27/24	4 0000000	UTILITY EQUIPMENT COMPANY	1,445.22		07/09/24
	MANHOLES						
		ACC	COUNT TOTAL		1,445.22	.00	1,445.22
552-6665-4 2179	36.92-01 STR	UCTURE	IMPROV & BI	LDGS / STRUCTURE IMPROV & BLDGS AECOM TECHNICAL SERVICES, INC	2,912.04		07/09/24
2179				05/11-06/07/24	2,912.04		07/03/24
PROJECT#:	023332						
		ACC	COUNT TOTAL		2,912.04	00	2,912.04
		FUN	ND TOTAL		85,217.09	.00	85,217.09
	04 SEWER BON						
	ORM WATER UT		SUPPLIES /	OPERATING SUPPLIES			
	12/24 AP 0	6/25/24	1 0000000	OFFICE EXPRESS OFFICE PRODUCT	⊋35		07/09/24
	THERMAL REC	EIPT TA	APE				
		ACC	COUNT TOTAL		.35	00	±35
	32.73-34 OTH				3 350 45		07/00/04
2168	12/24 AP 0 STORM MANHO		1 0000000	UTILITY EQUIPMENT COMPANY	1,353.15		07/09/24
2136	12/24 AP 0	6/19/24			456.75		07/09/24
2136	12/24 AP 0			QUESADA AVENUE BENTON'S READY MIX CONCRETE,	527.50		07/09/24
				BOX OUT-15TH STREET			

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

### ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

PAGE 47 ACCOUNTING PERIOD 12/2024

CITT OF C	DAR FALLS				
GROUP PO		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 555	STORM WATER UTILITY -432.73-34 OTHER SUPPLIES / STO	RM SEWERS	continued		
	ACCOUNT TOTAL		2,337.40	.,00	2,337.40
555-6630 2194	-432.83-06 TRANSPORTATION&EDUCA' 12/24 AP 06/12/24 0146851 AMAZON.COM+MX5MV9WW3	TION / EDUCATION US BANK RAIN BARREL-EDUCATION	108.49		07/08/24
2194	12/24 AP 05/23/24 0146851		1,241.98		07/08/24
	ACCOUNT TOTAL		1,350.47	.00	1,350.47
	FUND TOTAL		3,688.22	£00	3,688.22
FUND 606 1	SEWER ASSESSMENT DATA PROCESSING FUND -441.71-01 OFFICE SUPPLIES / OF	ETCR CUDDITES			
	12/24 AP 06/03/24 0146851 FALLS AQUATIC GATE		.01		07/08/24
47		OFFICE EXPRESS OFFICE PRODUCT	4.56		07/09/24
	ACCOUNT TOTAL		4.57	.00	4.57
606-1078 2194	-441.72-01 OPERATING SUPPLIES / 12/24 AP 05/31/24 0146851 WM SUPERCENTER #753	US BANK	16.86		07/08/24
2194	12/24 AP 05/27/24 0146851	US BANK IPAD CASES/WRLESS KEYBORD	99.05		07/08/24
2194	12/24 AP 05/24/24 0146851 AMZN MKTP US*6689T9DG3	US BANK	76.48		07/08/24
	ACCOUNT TOTAL		192.39	.00	192.39
606-1078 2205			12,387.49		07/09/24
2194	PRINT SUMMER'24 CURRENTS 12/24 AP 06/20/24 0146851 STK*BIGSTOCKPHOTO.COM	US BANK ONLINE IMAGE SUBSCRIPTION	99.00		07/08/24
2194	12/24 AP 05/21/24 0146851 STK*BIGSTOCKPHOTO.COM		99.00		07/08/24
	ACCOUNT TOTAL		12,585.49	( · 0 0	12,585.49

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L

### ACCOUNT ACTIVITY LISTING

PROGRAM GM360L CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE ---- POST DT ----FUND 606 DATA PROCESSING FUND 606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT 2194 12/24 AP 06/10/24 0146851 US BANK 312.00 07/08/24 RENEWAL: CURRENTS FOR WEB ISSUU ACCOUNT TOTAL 312.00 .00 312.00 606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT 1,246.00 07/09/24 01/25 AP 06/22/24 0000000 GORDON FLESCH COMPANY COPIERS/ASI-24629-MPS-01 06/23/24-07/21/24 .00 ACCOUNT TOTAL 1,246.00 1,246.00 606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 12/24 AP 06/25/24 0000000 HEARTLAND BUSINESS SYSTEMS LL 07/09/24 6,091.39 2178 0365 MONTH SUBSC-JUNE 2194 12/24 AP 05/27/24 0146851 US BANK 39.87 07/08/24 CASH DRAWER KEY-FALLS APG CASH DRAWER ACCOUNT TOTAL 6,131.26 .00 6,131.26 606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS 12/24 AP 06/03/24 0146851 US BANK 423.72 07/08/24 ANIMOTO INC ANIMOTO RENEWAL-1 YEAR CENTER FOR INTERNET SECURITY. 07/09/24 47 01/25 AP 07/03/24 0000000 4.042.50 CROWDSTRIKE MDR PROTECT. 07/03/24-04/26/25 01/25 AP 06/19/24 0000000 CENTER FOR INTERNET SECURITY, 847.03 07/09/24 47 CROWDSTRIKE MDR PROTECT. 06/19/24-04/26/25 .00 ACCOUNT TOTAL 5,313.25 5,313.25 606-1078-441.93-01 EQUIPMENT / EQUIPMENT 2194 12/24 AP 06/20/24 0146851 US BANK 28.00 07/08/24 AMZN MKTP US*OW23L6YH3 RISEVISION WITH REMOTE US BANK 2194 12/24 AP 06/18/24 0146851 87.10 07/08/24 AMZN MKTP US*PX70Q7WC3 TABLET STANDS-REC ACCOUNT TOTAL 115.10 .00 115.10 FUND TOTAL 25,900.06 .00 25,900.06

ACCOUNTING PERIOD 12/2024

PREPARED 07/09/2024, 11:21:04 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNT ACTIVITY LISTING

CITY OF CE	EDAR FALLS				
GROUP PO			DEBITS	CREDITS	CURRENT BALANCE POST DT
EIDID COO II	HEALTH INSURANCE FUND				
	457.51-01 INSURANCE / HEALTH I 12/24 AP 06/30/24 0000000	NSURANCE UNITED STATES TREASURY	1,296.90		07/09/24
31	PCORI FEES-HEALTH PLAN'23 01/25 AP 07/01/24 0000000 BENEFITS CONSULTING SERV.		3,541.66		07/09/24
	ACCOUNT TOTAL		4,838.56	.00	4,838.56
	FUND TOTAL		4,838.56	.00	4,838.56
FUND 682 H FUND 685 V	HEALTH SEVERANCE HEALTH INSURANCE - FIRE HEHICLE MAINTENANCE FUND HEHICLE MAINTENANCE FUND HEHICLE MAINTENANCE SUPPLIES / OF	FICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	7.57		07/09/24
2109	PAPER, PADS AND PENCILS	OFFICE BAFRESS OFFICE PRODUCT	7.57		07/03/24
	ACCOUNT TOTAL		7.57	* O O	7.57
685-6698-	446.72-05 OPERATING SUPPLIES /	GAS & OIL			
2189	12/24 AP 06/26/24 0000000 BULK TALAMAR	NORTHLAND PRODUCTS CO.	1,398.00		07/09/24
2189	12/24 AP 06/25/24 0000000 USED OIL COLLECTION	NORTHLAND PRODUCTS CO.	39.80		07/09/24
2189	12/24 AP 06/21/24 0000000 FUEL LEVEL SENSOR AT	DICK'S PETROLEUM COMPANY BLUFF ST	1,116.45		07/09/24
2189	12/24 AP 06/20/24 0000000	NORTHLAND PRODUCTS CO.	54.60		07/09/24
2136	USED OIL COLLECTION 12/24 AP 06/14/24 0000000	NORTHLAND PRODUCTS CO.	1,382.24		07/09/24
2136	BULK 15 W 40 OIL 12/24 AP 05/31/24 0000000 WELDING GAS	AIRGAS USA, LLC	102.71		07/09/24
	ACCOUNT TOTAL		4,093.80	4.00	4,093.80
685-6698- 2136	446.72-16 OPERATING SUPPLIES / 12/24 AP 06/11/24 0000000 REBUILT TORQUE WRENCH		159.99		07/09/24
	ACCOUNT TOTAL		159.99	0.0	159.99
685-6698- 2157	446.72-60 OPERATING SUPPLIES / 12/24 AP 06/20/24 0000000 FIRST AID SUPPLIES		35.99		07/09/24
	ACCOUNT TOTAL		35.99	.00	35.99

PREPARED 07/09/2024, 11:21:04 ACCOUNT ACTIVITY LISTING PAGE 50 PROGRAM GM360L ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS

NBR N	PO ACCTGTRANSACTION BR PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 685	VEHICLE MAINTENANCE FUND				
685-669	8-446.73-04 OTHER SUPPLIES / VEH	ICLE SUPPLIES			
2189	12/24 AP 06/20/24 0000000	MENARDS-CEDAR FALLS	137.67		07/09/24
2136	HOSE CLAMP/BALL VALVE 12/24 AP 06/14/24 0000000 FIRE EXTINGUISHER BRACKET	WATER FILL PROSHIELD FIRE & SECURITY	158.75		07/09/24
2136	12/24 AP 06/07/24 0000000 MISC SHOP SUPPLIES	LAWSON PRODUCTS, INC.	1,011.64		07/09/24
2189	12/24 AP 06/07/24 0000000 WORK LIGHT FOR FULLS	MENARDS-CEDAR FALLS MOWER	69.99		07/09/24
2157	12/24 AP 03/18/24 0000000 STEEL FOR #5051 LOWER	C & C WELDING & SANDBLASTING CONVEYOR	202.92		07/09/24
34	01/25 AP 07/02/24 0000000 FD502 HUB CAPS	TOYNE, INC.	84.89		07/09/24
	ACCOUNT TOTAL		1,665.86	.00	1,665.86
2189	8-446.92-01 STRUCTURE IMPROV & B 12/24 AP 06/19/24 0000000 LIGHT SENSOR FOR OIL ROOM T#: 062386		110.20		07/09/24
	ACCOUNT TOTAL		110.20	* O O	110.20
	FUND TOTAL				
			6,073.41	.00	6,073.41
FUND 687 FUND 688 FUND 689 689-1902	PAYROLL FUND WORKERS COMPENSATION FUND LTD INSURANCE FUND LIABILITY INSURANCE FUND 2-457.51-05 INSURANCE / LIABILITY 12/24 AP 06/27/24 0000000 3205-ALGONQUIN DR RECON		6,073.41 248,432.65	.00	6,073.41 07/09/24
FUND 687 FUND 688 FUND 689 689-1902 2179	PAYROLL FUND WORKERS COMPENSATION FUND LTD INSURANCE FUND LIABILITY INSURANCE FUND 2-457.51-05 INSURANCE / LIABILITY 12/24 AP 06/27/24 0000000 3205-ALGONQUIN DR RECON			.00	

FUND 724 TRUST & AGENCY FUND 727 GREENWOOD CEMETERY P-CARE

Item 32.

PREPARED 07/09/2024, 11:21:04 ACCOUNT ACTIVITY LISTING PAGE 51
PROGRAM GM360L ACCOUNTING PERIOD 12/2024

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION---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 2,095,092.23 2,397.72 2,092,694.51