



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, OCTOBER 02, 2023  
7:00 PM AT CITY HALL, 220 CLAY STREET**

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**Call to Order by the Mayor**

**Roll Call**

**Pledge of Allegiance**

**Approval of Minutes**

1. Regular meeting of September 18, 2023.

**Agenda Revisions**

**Special Presentations**

2. Proclamation recognizing October 4, 2023 as Energy Efficiency Day.
3. Proclamation recognizing October 1-7, 2023 as Public Power Week.
4. Proclamation recognizing October 12, 2023 as Children's Environmental Health Day.
5. Proclamation recognizing October 2023 as Domestic Violence Awareness Month.

**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**

6. Public hearing on a proposed ordinance granting a partial property tax exemption to KL Iowa 01, LLC for construction of a warehouse and manufacturing facility at 6313 Production Drive.
  - a) Receive and file proof of publication of notice of hearing. (Notice published September 23, 2023)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Pass an ordinance granting a partial property tax exemption to KL Iowa 01, LLC for construction of a warehouse and manufacturing facility at 6313 Production Drive, upon its first 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.)

7. Receive and file the City Council Standing Committee minutes of September 18, 2023 relative to the following items:
  - a) Cedar Falls Community Foundation Presentation.
  - b) Cedar River Dam and Future Options for the Dam.

8. Receive and file the Special City Council Standing Committee minutes of September 18, 2023 relative to the following item:
  - a) 12th & Clay Street Intersection.
  
9. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) Jack Yates, Bicycle and Pedestrian Commission, term ending 09/30/2027.
  - b) Andrew Shroll, Bicycle and Pedestrian Commission, term ending 09/30/2026.
  - c) Roger White, Bicycle and Pedestrian Commission, term ending 09/30/2025.
  - d) John DeGroote, Bicycle and Pedestrian Commission, term ending 09/30/2025.
  - e) Lauri Young, Bicycle and Pedestrian Commission, term ending 09/30/2024.
  
10. Receive and file communications from the Civil Service Commission relative to the following certified lists:
  - a) Civil CAD/GIS Technician.
  - b) Engineering Technician II.
  
11. Receive and file Departmental Monthly Reports of August 2023.
  
12. Approve the application of Prime Mart, 2728 Center Street, for a cigarette/tobacco/nicotine/vapor permit.
  
13. Approve the following applications for retail alcohol licenses:
  - a) Blue Room, 201 Main Street, Class C retail alcohol - renewal.
  - b) Hilton Garden Inn, 7213 Nordic Drive, Class C retail alcohol & outdoor service - renewal.
  - c) Peppers Grill & Sports Pub, 620 East 18th Street, Class C retail alcohol - renewal.
  - d) SingleSpeed Brewing Co., 128 Main Street, Class C retail alcohol, Special Class A beer & outdoor service - renewal.
  - e) The Landmark, 107 Main Street, Class C retail alcohol & outdoor service - renewal.
  - f) Fareway Store, 214 North Magnolia Drive, Class E retail alcohol - renewal.
  - g) Peppers Grill & Sports Pub, 620 East 18th Street, Class C retail alcohol – change in ownership.
  - h) Fleet Farm, 400 West Ridgeway Avenue, Class B retail alcohol - new.
  - i) Fleet Farm Fuel, 108 West Ridgeway Avenue, Class B retail alcohol - new.
  - j) Hampton Inn & Suites, 101 West 1st Street, Class B retail alcohol - new.
  - k) Murphy USA, 518 Brandilynn Boulevard, Class B retail alcohol- new.
  - l) Prime Mart, 2728 Center Street, Class E retail alcohol – new – change in ownership.

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

14. Resolution Calendar with items considered separately.
  
15. Resolution approving the recommendation of the Director of Finance & Business Operations by appointing Kim Kerr as City Clerk.
  
16. Resolution levying a final assessment for costs incurred by the City to mow the property located at 1321 West 12th Street.
  
17. Resolution levying a final assessment for costs incurred by the City to mow the property located at 3120 Homeway Drive.
  
18. Resolution approving and authorizing execution of a Solutions Agreement with CentralSquare Technologies, LLC for an Enterprise Resource Planning (ERP) system to replace the City's financial and payroll systems.
  
19. Resolution approving and authorizing execution of a Second Amendment to Professional Services Agreement with Berry, Dunn, McNeil & Parker, LLC for project management services relative to replacement of the City's financial and payroll systems. (Contingent upon approval of previous item).
  
20. Resolution approving and authorizing execution of an Agreement with The SpyGlass Group, LLC to provide an audit of the City's telephone billing.

- [21.](#) Resolution approving and authorizing execution of a Master Services Agreement with FRSecure LLC for vulnerability and penetration testing services relative to the security of the City's network.
- [22.](#) Resolution approving the Certificate of Completion and accepting the work of Peters Construction Corporation for the City Hall Remodel Project.
- [23.](#) Resolution approving a Cedar Falls Utilities Electric, Gas, Water, and Communications Utility Installation or Relocation Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.
- [24.](#) Resolution approving and authorizing execution of an Agreement to Enhance Economic Development in Cedar Falls with the Cedar Falls Economic Development Corporation (CFEDC) for FY2024.
- [25.](#) Resolution approving a change order and authorizing execution of a Forgivable Loan Agreement, and approving and accepting a Real Estate Mortgage relative to a Community Development Block Grant (CDBG) owner-occupied housing rehabilitation project.
- [26.](#) Resolution approving and authorizing execution of a Repair Contract with Tojo Construction, Inc. relative to a Community Development Block Grant (CDBG) housing rehabilitation project.
- [27.](#) Resolution approving a College Hill Neighborhood (CHN) Overlay Zoning District site plan for installation of panels to display artwork at 2016 College Street.
- [28.](#) Resolution approving and accepting a Forgivable Loan Agreement and Real Estate Mortgage for property located at 1310 Iowa Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [29.](#) Resolution approving and accepting a Forgivable Loan Agreement and Real Estate Mortgage for property located at 1205 West 7th Street relative to the Rental to Single Family Owner Conversion Incentive Program.
- [30.](#) Resolution approving a PC-2, Planned Commercial Zoning District site plan relative to construction of a storage building at 702 LeClair Street.
- [31.](#) Resolution approving an amendment to the Pinnacle Prairie Master Plan by reducing the number of units planned for Lot 2, Pinnacle Prairie Townhomes, Phase I.
- [32.](#) Resolution setting October 16, 2023 as the date of public hearing to consider vacating a drainage easement on Lots 17 & 18 in West Viking Road Industrial Park Phase V.
- [33.](#) Resolution setting October 16, 2023 as the date of public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of city-owned real estate to KL Iowa 02, LLC.
- [34.](#) Resolution setting October 16, 2023 as the date of public hearing on a proposal to undertake a public improvement project for the North Cedar Heights Area Reconstruction Project – Phase II, and to authorize acquisition of private property for said project.
- [35.](#) Resolution setting October 16, 2023 as the date of public hearing on a proposal to undertake a public improvement project for the West Viking Road Reconstruction Project, and to authorize acquisition of private property for said project.
- [36.](#) Resolution setting October 16, 2023 as the date of public hearing on proposed amendments to Chapter 26, Zoning relative to shared parking requirements in the Downtown Character District (CD-DT).

#### **Allow Bills and Claims**

- [37.](#) Allow Bills and Claims for October 2, 2023.

**Council Updates and Announcements**

**Council Referrals**

**Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, SEPTEMBER 18, 2023  
REGULAR MEETING, CITY COUNCIL  
MAYOR ROBERT M. GREEN PRESIDING**

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None. Mayor Green led the Pledge of Allegiance.
- 54453 - It was moved by Kruse and seconded by Schultz that the minutes of the Regular Meeting of September 5, 2023 be approved as presented and ordered of record. Motion carried unanimously.
- 54454 - Mayor Green read the following proclamations:
- Proclamation recognizing September 23, 2023 as Women in Politics Day. Miss Black Hawk Valley Josie Hove commented.
- Proclamation recognizing October 1-7, 2023 as Earth Science Week. BMC Aggregates Geologist Sherm Lundy and University of Northern Iowa student Jacob Campbell commented on the dangers of radon gas and provided details on "Sunday at the Quarry" in Waterloo on October 1 from 10AM-4PM.
- 54455 - John Mershon, Cedar Falls, commented on safety concerns at the intersection of 12th and Clay Street regarding enforcing the speed limit and a safe crosswalk. Mayor Green and Councilmember Sires commented.
- Pastor Larry Stumme, St. Paul Lutheran Church Cedar Falls, commented on statistics from 2018 listing the Waterloo/Cedar Falls area as the worst place for blacks to live in the United States and presented pictures of dilapidated buildings and asked for help from the city.
- Donna Bash, Cedar Falls, commented on safety concerns at the Gateway Park ice skating rink and asked for a separate rink for ice skaters. Mayor Green and City Administrator Gaines responded.
- Rachel Mershon, Cedar Falls, commented on the speed limit and safety concerns on 12th Street and requested a flashing 4-way stop sign and a marked crosswalk at the intersection of 12th and Clay Streets.
- Terry Vietor, Cedar Falls, expressed concerns with the speed limit, large trucks and other safety concerns on 12th Street and requested a 4-way stop sign.
- Reverend Michael Blackwell, Cedar Falls, spoke about racism and the need for action in Cedar Falls.

54456 - Public Works Director Schrage announced that the Downtown Streetscape Project received the 2023 Outstanding Civil Engineering Achievement Award from the American Society of Civil Engineers.

Community Development Director Sheetz announced the Groundbreaking Ceremony for the Cedar River Recreation Project is being held on Tuesday, October 19<sup>th</sup> at Gateway Park.

54457 - Mayor Green announced that in accordance with the public notice of September 9, 2023, this was the time and place for a public hearing to consider conveyance of certain city-owned real estate located adjacent to 6317 Development Drive to KATZ Properties, LLC. It was then moved by Kruse and seconded by Dunn that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

54458 - The Mayor then asked if there were any written communications filed to the proposed conveyance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a summary of the proposed conveyance. There being no one else present wishing to speak about the proposed conveyance, the Mayor declared the hearing closed and passed to the next order of business.

54459 - It was moved by Harding and seconded by Dunn that Resolution #23,312, approving and authorizing execution of a Quit Claim Deed conveying title of certain city-owned real estate located adjacent to 6317 Development Drive to KATZ Properties, LLC, 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, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,312 duly passed and adopted.

54460 - It was moved by deBuhr and seconded by Ganfield that Ordinance #3041, amending Chapter 26, Zoning, of the Code of Ordinances relative to parking requirements for institutional uses in the Downtown Character District (CD-DT), be passed upon its third and final consideration. Following a supportive comment by Roger Kueter, Cedar Falls, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires. Nay: Dunn. Motion carried. The Mayor then declared Ordinance #3041 duly passed and adopted.

54461- It was moved by Kruse and seconded by Harding that Ordinance #3042, amending Chapter 2, Administration, of the Code of Ordinances relative to establishing a Bicycle and Pedestrian Commission, be passed upon its third and final consideration. Following a supportive comment by Roger White, Cedar Falls, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Harding, Ganfield,

Sires, Dunn. Nay: deBuhr. Motion carried. The Mayor then declared Ordinance #3042 duly passed and adopted.

54462- It was moved by Kruse and seconded by Harding that Ordinance #3043, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on certain portions of Dakota Street, be passed upon its third and final consideration. Following a supportive comment by University of Northern Iowa Student Liaison Noah Hackbart, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Kruse, Harding, Ganfield, Sires, Dunn. Nay: deBuhr. Motion carried. The Mayor then declared Ordinance #3043 duly passed and adopted.

54463 - It was moved by Harding and seconded by Kruse that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Standing Committee minutes of September 5, 2023 relative to the following item:

a) Future Forward Cedar Falls 2025: Community Wide Strategic Plan.

Approve the following applications for retail alcohol licenses:

a) Escapology Cedar Falls, 2518 Melrose Drive, Special Class C retail alcohol - renewal.

b) Holiday Inn & Suites Hotel/Event Center, 7400 Hudson Road, Class C retail alcohol & outdoor service - renewal.

c) The Ragged Edge Art Bar & Gallery, 504 Bluff Street, Class C retail alcohol & outdoor service – renewal.

d) Whiskey Road Tavern & Grill, 402 Main Street, Class C retail alcohol & outdoor service - temporary additional outdoor service. (September 23, 2023)

e) Aldi Inc., 315 Brandilynn Boulevard, Class B retail alcohol - new.

Motion carried unanimously.

54464 - It was moved by Harding and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #23,313, approving and authorizing execution of a Cooperative Agreement with the Iowa Civil Rights Commission for FY24.

Resolution #23,314, levying a final assessment for costs incurred by the City to mow the property located at 1113 Lindale Road.

Resolution #23,315, levying a final assessment for costs incurred by the City to mow the property located at 1119 Calumett Drive.

Resolution #23,316, levying a final assessment for costs incurred by the City to mow the property located at 2520 Central Avenue.

Resolution #23,317, approving and accepting Local Fire Protection and Emergency Medical Services Grant Program funding from the Iowa State Fire

Marshal Division relative to providing fireworks safety education materials.

Resolution #23,318, approving and authorizing submission of an Enhance Iowa Community Attraction & Tourism (CAT) Grant application for funding assistance relative to the Cedar Falls High School community swimming pool located at West 27th Street.

Resolution #23,319, approving and authorizing submission of a grant application to the Black Hawk County Gaming Association for funding assistance relative to the Cedar Falls High School community swimming pool located at West 27th Street.

Resolution #23,320, approving and authorizing execution of a Memorandum of Understanding with the City of Waterloo, contracting with Mosaic Community Planning for preparation of a 5-Year Consolidated Action Plan and updated Analysis of Impediments relative to Community Development Block Grant (CDBG) and HOME Programs.

Resolution #23,321, approving and authorizing execution of a Red House Studio Lease with Taylor Hansen relative to the use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's Visiting Artist Program.

Resolution #23,322, approving and authorizing execution of a Public Art Committee Agreement for Lease of Artwork with Rachel Heine relative to placement of a sculpture at 311 Main Street.

Resolution #23,323, approving and accepting a stipend from the Iowa Arts Council for funding operations support relative to the Poetry Out Loud competition at the Hearst Center.

Resolution #23,324, approving and authorizing submission of a GIG Fund grant application to Arts Midwest relative to an art invitational at the Hearst Center.

Resolution #23,325, approving and authorizing submission of a application for an Iowa Tourism Grant for funding relative to digital advertising to promote Cedar Falls.

Resolution #23,326, approving and accepting the contract and bond of Boulder Contracting, LLC relative to the 2023 Sidewalk Assessment Project – Zone 1.

Resolution #23,327, approving and accepting a Warranty Deed, in conjunction with the Ashworth Drive Extension Project.

Resolution #23,328, setting October 2, 2023 as the date of public hearing on a proposed ordinance granting a partial property tax exemption to KL Iowa 01, LLC for construction of a new warehouse and manufacturing facility at 6313 Production Drive.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted.



Aye: Schultz, deBuhr, Kruse, Harding, Sires, Ganfield, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,313 through #23,328 duly passed and adopted.

- 54465 - It was moved by Kruse and seconded by Harding that the bills and claims of September 18, 2023 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.
  
- 54466 - It was moved by Kruse and seconded by deBuhr to refer to the Community Development Committee Meeting on October 2, 2023, discussion on the College Hill Visioning Plan. Following comments and questions by Councilmembers Harding, Dunn, Schultz, Kruse, and deBuhr, and Mayor Green, the motion carried 4-3, with Schultz, Harding and Dunn voting Nay.

It was moved by Sires and seconded by Schultz to hold a Special Meeting as soon as possible to discuss safety options at 12<sup>th</sup> and Clay Street. Following comments and questions by Councilmembers Sires, Schultz, Ganfield, Harding, and Kruse, and responses by Public Safety Director Berte, City Administrator Gaines, and Mayor Green, it was moved by Kruse and seconded by Ganfield to amend the motion to hold a Public Works Committee Meeting immediately following adjournment of the City Council Meeting. Following questions and comments by Councilmembers deBuhr, Sires, Harding, Kruse, Ganfield, and Dunn, and responses by Public Works Director Schrage, Mayor Green, Berte, and Gaines, the motion to amend carried 6-1, with Dunn voting Nay. The Mayor then put the question on the original motion as amended. Motion carried 6-1, with Dunn voting Nay.

- 54467 - It was moved by Kruse and seconded by Harding to adjourn to Executive Session to discuss Legal Matters per Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Nay: None. Motion carried.

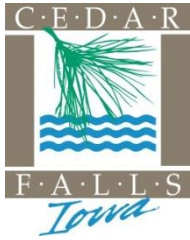
The City Council adjourned to Executive Session at 8:21 P.M.

Mayor Green reconvened the Council meeting at 8:44 P.M.

- 54468 - It was moved by Dunn and seconded by Kruse that the meeting be adjourned at 8:45 P.M. Motion carried unanimously.

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Kim Kerr, CMC, Administrative Supervisor



MAYOR ROBERT M. GREEN  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

# Proclamation

**WHEREAS**, energy efficiency is the art of getting the same or better performance using less energy, while cutting utility bills for residential, business, and industrial customers; and

**WHEREAS**, affordable, reliable energy is vital to our economic prosperity and energy efficiency is the most productive and cost-effective way to meet our energy needs; and

**WHEREAS**, implementing clean energy policies and programs helps boost economic opportunities and job creation while continuing to move toward a sustainable future, and energy efficiency saves U.S. energy consumers billions of dollars on their utility bills annually; and

**WHEREAS**, smarter energy use reduces the amount of electricity we need to power our lives, which helps avoid power plant emissions that can harm our health, pollute our air, and warm our climate; and

**WHEREAS**, more than 2.2 million Americans work in the energy efficiency sector in local, good-paying, clean energy jobs that can't be outsourced and increasing efficiency will create more of them; and

**WHEREAS**, Cedar Falls Utilities and Cedar Falls residents have been actively engaged in energy efficiency efforts since the 1970s, with notable successes; and

**WHEREAS**, together the residents of Cedar Falls can continue to contribute to our sustainability efforts by learning more about energy efficiency and practicing smarter energy use in our daily lives;

**NOW THEREFORE**, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim October 4, 2023 as

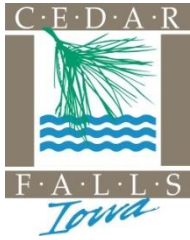
## ENERGY EFFICIENCY DAY

throughout the city and urge all Cedar Falls residents to learn more about energy efficiency at <https://www.cfu.net/save-energy> and <https://energyefficiencyday.org> and to join in the City's efforts to achieve clean energy goals for the sake of future generations.

Signed this 25<sup>th</sup> day of September, 2023.



MAYOR ROBERT M. GREEN



MAYOR ROBERT M. GREEN  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

# Proclamation

**WHEREAS**, Cedar Falls Utilities (CFU) provides our homes, businesses, schools, and social service and local government agencies with reliable, efficient, and safe electricity, natural gas and water services, employing sound business practices designed to ensure the best possible service at not-for-profit rates; and

**WHEREAS**, CFU is a valuable community asset that contributes to the well-being of local citizens through energy efficiency, customer service, environmental protection, economic development, and safety awareness; and

**WHEREAS**, CFU has also taken on additional stewardship for our community’s information infrastructure through a broadband network providing internet, cable television, and telephone services, expanding community and economic development opportunities; and

**WHEREAS**, CFU is a dependable and trustworthy institution whose local operation provides many consumer protections and continues to make our community a better place to live and work, and contributes to protecting the global environment; and

**WHEREAS**, CFU will continue to work to bring low-cost, safe, reliable, and sustainable electricity to community homes and businesses just as it has since 1913, the year when the utility was created to serve all the citizens of Cedar Falls;

**NOW THEREFORE**, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim the week of October 1-7, 2023 as

## PUBLIC POWER WEEK

throughout the city to recognize the talented experts behind public power at CFU for their contributions to the community and to educate ratepayers, policymakers, and employees on the benefits of public power; and to join hands with more than 2,000 other public power systems in the United States in this celebration of public power, which puts our residents, businesses, and the community before profits.

Signed this 25<sup>th</sup> day of August, 2023.

MAYOR ROBERT M. GREEN





MAYOR ROBERT M. GREEN  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

# Proclamation

**WHEREAS**, the aim of Children’s Environmental Health (CEH) Day is to raise awareness about the importance of clean air and water, safe food and consumer products, healthy environments, and stable climates to children’s health and development; and

**WHEREAS**, CEH Day was created by the Children’s Environmental Health Network and celebrated for the first time on October 13, 2016; and

**WHEREAS**, CEH Day is observed on the second Thursday in October to celebrate progress of the children’s environmental health movement and create a strong network of child health advocates; and

**WHEREAS**, CEH Day is a national effort supported by individuals, non-profit organizations, and government agencies; and

**WHEREAS**, CEH Day encourages individuals and organizations to raise awareness and understanding of children’s environmental health issues, seek improved protections for all children, and to perform acts of sustainability or environmental health wellness; and

**WHEREAS**, together, we can safeguard the health, safety and well-being of children throughout our great community;

**NOW, THEREFORE I**, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim Thursday, October 12, 2023 as

## CHILDREN’S ENVIRONMENTAL HEALTH DAY

in the city, I and urge citizens to observe the day with awareness-raising and environmental health and stewardship activities to create a healthier environment for our children.

Signed this 25th day of September, 2023.



MAYOR ROBERT M. GREEN



MAYOR ROBERT M. GREEN  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

# Proclamation

**WHEREAS**, one in three women, and one in four men will experience some form of domestic violence during their lifetime; and

**WHEREAS**, intimate partner violence impacts victims, children, family, friends, and the community at large; and

**WHEREAS**, domestic violence is not confined to any group or groups of people, but is experienced in all economic, racial, ethnic, educational, societal, and religious groups and is sustained by societal indifference; and

**WHEREAS**, perpetrators of domestic violence must be held accountable for their actions and victims should have access to services to help them overcome their experience; and

**WHEREAS**, it is important to recognize the compassion and dedication of the individuals who provide support to victims of intimate partner violence and work to increase public understanding of this significant societal problem; and

**WHEREAS**, all community members must work together to stop this heinous crime;

**NOW, THEREFORE I**, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim the month of October 2023 as:

## DOMESTIC VIOLENCE AWARENESS MONTH

throughout the city, and I encourage residents to support Waypoint Services and other domestic violence response and advocacy organizations, and to join the Gentleman Campaign© on October 18 to encourage our community to work together to eliminate the scourge of domestic violence from our society.

Signed this 25th day of September, 2023.

MAYOR ROBERT M. GREEN





## ADMINISTRATION

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** September 22, 2023  
**SUBJECT:** KL Iowa 01, LLC – Industrial Partial Property Tax Exemption  
 6313 Production Drive in West Viking Road Industrial Park

On March 7, 2022, City Council approved a Development Agreement with KL Iowa 01, LLC for a new 50,000 sf. industrial use manufacturing facility located within the West Viking Road Industrial Park. Work on the \$3,200,000 new building at 6313 Production Drive began last year and has recently been completed.

As part of the executed Development Agreement approved by City Council, the City of Cedar Falls committed to the following actions:

1. Transfer of Lots 9, 10 and 11 of West Viking Road Industrial Park Phase I to KL Iowa 01, LLC (Completed).
2. Adoption of an Ordinance granting a partial exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in March 2022. The remaining item to be completed by the City of Cedar Falls as part of the Development Agreement is formal adoption of a Partial Property Tax Exemption Ordinance. Since construction of the new building has been completed, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$3,200,000 valuation of the KL Iowa 01, LLC building, 10% commercial/industrial valuation rollback, and the FY24 tax rate of \$33.78/\$1,000 valuation (**\$97,286 annually**):

	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$72,965	\$24,322
Year 2	60%	\$58,372	\$38,915
Year 3	45%	\$43,779	\$53,507
Year 4	30%	\$29,186	\$68,100
Year 5	15%	<u>\$14,593</u>	<u>\$82,693</u>
		\$218,894	\$267,537

Staff recommends that in accordance with our executed Development Agreement, City Council approve and adopt the following ordinance through the normal three reading process:

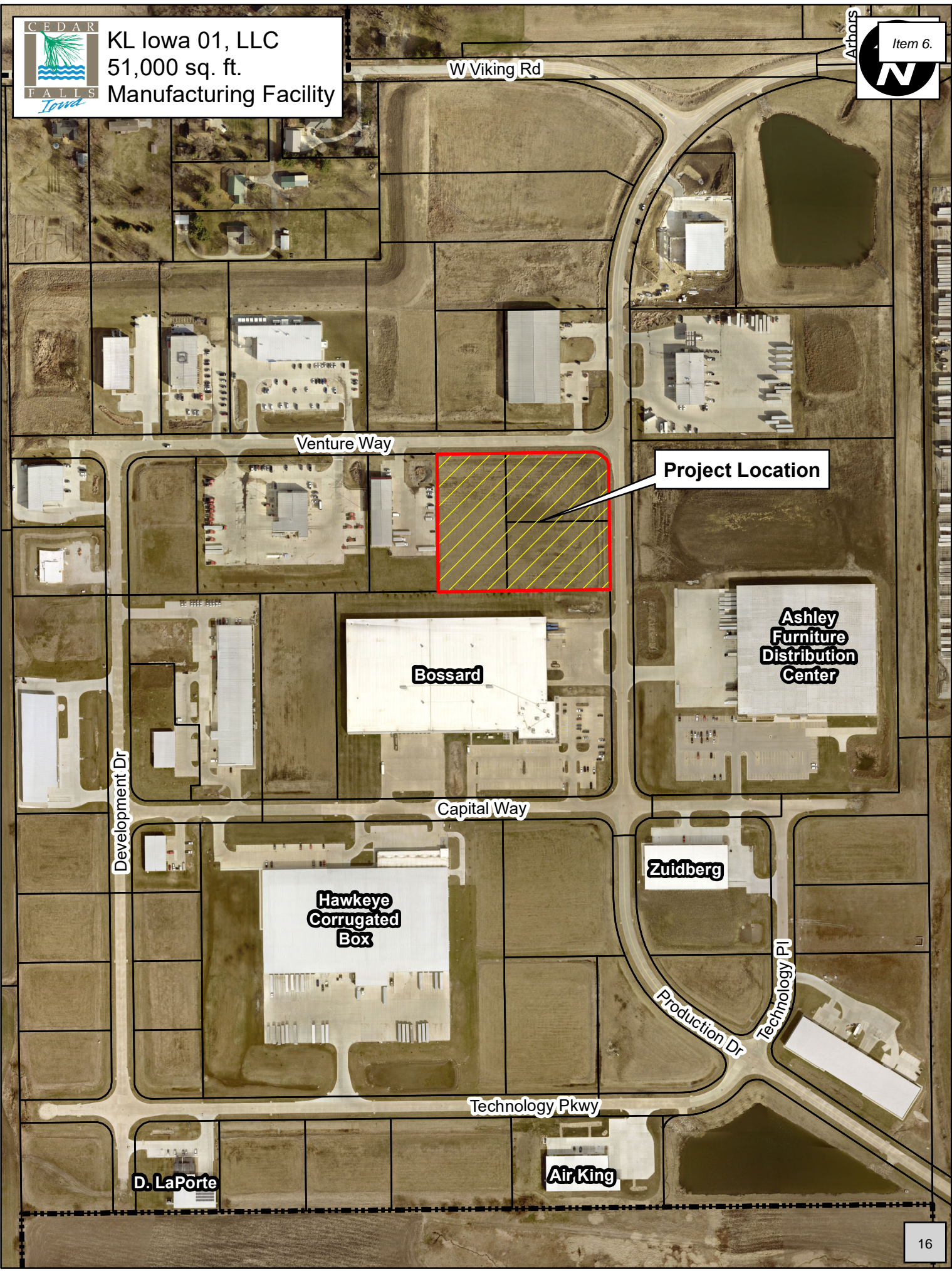
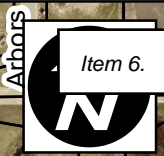
1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 50,000 square foot industrial use manufacturing facility constructed on property owned by KL Iowa 01, LLC, located at 6313 Production Drive, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

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



KL Iowa 01, LLC  
51,000 sq. ft.  
Manufacturing Facility





Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 50,000 SQUARE FOOT INDUSTRIAL USE WAREHOUSE AND MANUFACTURING FACILITY CONSTRUCTED ON PROPERTY OWNED BY KL IOWA 01, LLC, LOCATED AT 6313 PRODUCTION DRIVE, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, KL Iowa 01, LLC, has recently completed and owns an approximate 50,000 square foot industrial use warehouse and manufacturing facility on property owned by KL Iowa 01, LLC, located at 6313 Production Drive, Cedar Falls, Iowa, and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 2<sup>nd</sup> day of October, 2023, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to real estate by new construction of an approximate 50,000 square foot industrial use

warehouse and manufacturing facility constructed by KL Iowa 01, LLC, on property owned by KL Iowa 01, LLC, located at 6313 Production Drive, Cedar Falls, Iowa, legally described as:

Lots 9, 10 and 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.35 acres more or less),

by December 31, 2023, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

- 1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
- 2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
- 3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
- 4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
- 5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: \_\_\_\_\_ October 2, 2023

PASSED 1<sup>st</sup> CONSIDERATION: \_\_\_\_\_

PASSED 2<sup>nd</sup> CONSIDERATION: \_\_\_\_\_

PASSED 3<sup>rd</sup> CONSIDERATION: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

## **MEETING OF STANDING COMMITTEES**

City Hall, 220 Clay Street

September 18, 2023

The meeting of Standing Committees met at City Hall at 6:15 p.m. on September 18, 2023, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Dustin Ganfield, Gil Schultz, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

### **Finance & Business Operations Committee:**

Chair Dunn called the meeting to order and introduced the only item on the Finance & Business Operations Committee, Cedar Falls Community Foundation Presentation, and introduced Cedar Falls Community Foundation Executive Director, Sally Timmer. Director Timmer explained their mission and vision, and introduced John Lehman, Cedar Falls Community Foundation Board President. Mr. Lehman shared the city projects that were funded by competitive grants and children and family funds. Director Timmer presented the funds that support the Cedar Falls Public Library, arts, and recreation.

### **Public Works Committee:**

Chair Schultz called the meeting to order and introduced the only item on the Public Works Committee Agenda, Cedar River Dam and Future Options for the Dam, and introduced Public Works Director, Chase Schrage and Operations and Maintenance Division Manager, Brian Heath. Director Schrage provided the history and current condition of the dam. Mr. Heath described the current operations and challenges with the gates. Director Schrage gave insight into the received 2015 Water Trails Grant that included removal of the dam and installation of rock arch rapids. Councilmembers and staff discussed: ice jams, pros and cons of different dam types, adding to future CIPs, and cost for a consultant on the project.

Meeting adjourned at 6:51 p.m.

Minutes by Shianne Bellinger, Administrative Assistant

**MEETING OF STANDING COMMITTEES**

City Hall, 220 Clay Street

September 18, 2023

The meeting of Standing Committees met at City Hall at 8:46 p.m. on September 18, 2023, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Dustin Ganfield, Gil Schultz, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

**Public Works Committee:**

Chair Schultz explained that this item was brought forth during a referral at the previous City Council Meeting on September 18<sup>th</sup>, 2023. It was moved by Kruse and seconded by Ganfield to hold a Public Works Committee meeting immediately following adjournment of the City Council Meeting. Chair Schultz called the special meeting to order and introduced the only item for the Public Works Committee, 12<sup>th</sup> and Clay Street Intersection. Chair Schultz introduced Public Works Director, Chase Schrage. Director Schrage gave an overview of 12<sup>th</sup> Street that included the road width, speed limit, 12<sup>th</sup> Street is considered a minor arterial road that is intended to carry traffic and the 24-month crash data. Councilman Harding asked about a short-term solution until construction is finished and a proper traffic study can be completed. Director Schrage expressed how a traffic study would be skewed due to the construction closure on West 18<sup>th</sup> Street and Main Street. Councilmembers and staff discussed: rapid flashing beacons, push button traffic signals, posted officers, potential traffic back up, lower speed limits, speed bumps, and a cross walk attendant. Ron Gaines, City Administrator, agreed to immediately implement painting crosswalks, using a crossing guard, adding additional pedestrian signage, and increasing patrol. Chair Schultz called for public comment. John Mershon expressed his concerns for the intersection and asked for clarification on speed bumps. Rachel Mershon voiced her concerns towards speed and safety. Terry Vietor spoke on traffic backup and her concerns for safety. Councilmembers will receive an update from staff at the Committee meeting on October 2nd, 2023, so staff has adequate time to collect data and evaluate the course of action that was implemented.

Meeting adjourned at 9:33 p.m.

Minutes by Shianne Bellinger, Administrative Assistant



**MAYOR ROBERT M. GREEN**

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

*Robert M. Green*

**FROM:** Mayor Robert M. Green

**TO:** City Council

**DATE:** September 26, 2023

**SUBJ: Bicycle and Pedestrian Commission – Initial Member Appointment**

**REF:** (a) Code of Ordinances, City of Cedar Falls, Bicycle and Pedestrian Commission

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

1. In accordance with the candidacy and qualification requirements of reference (a) and (b), I hereby nominate the following community members for appointment to the new Bicycle and Pedestrian Commission for staggered terms beginning immediately.

- a. **Mr. Jack Yates** – Four Year Term expiring September 30, 2027
- b. **Mr. Andrew Shroll** – Three Year Term expiring September 30, 2026
- c. **Mr. Roger White** – Two Year Term expiring September 30, 2025
- d. **Mr. John DeGroot** – Two Year Term expiring September 30, 2025
- e. **Ms. Lauri Young** – One Year Term expiring September 30, 2024

2. Each of the above nominees was a productive member of the Bicycle and Pedestrian Advisory Committee and has been recommended for consideration by city staff.

3. Due to gender balance requirements, I will be soliciting for two additional female appointees to this board and will provide their names for your consideration as soon as possible. Those additions would fill out the required seven seats.

xc: City Administrator  
Director of Community Development

###



# GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: **Jack** ..... **B** **Yates** ..... Gender: **M** Date: **9/13/2023**  
First MI Last

Home Address: ..... Home Phone: .....

Work Address: **NA** ..... Work Phone: **NA** .....

E-mail Address: ..... Cell Phone: .....

Employer: **retired-- formerly prof of psych UNI** Position/Occupation: **professor** .....

If Cedar Falls resident, length of residency: **48 years** City Ward: **3**  I have a LinkedIn Profile

**DESIRED NOMINATIONS:** Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

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

**On the bike/ped committee since 2021. I now serve as vice-chair. As a long-term college professor, I had close contact with young people and am aware of their exercise needs. I'm also interested in the green transition, have attended CFU board meetings since 2018, and am interested in how biking/walking can be a factor in this transition. I co-led energy conservation efforts in CF neighborhoods & led CVC Bike to Work Week 2 years.**

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

**I was a bike commuter to work year-round for almost 30 years. My family has enjoyed the extensive bike trails for over 40 years. I am an active member in Cedar Valley Cyclists and former board member. I have participated actively in the current bike/ped advisory committee including helping to write the application for Bike Friendly City - Silver designation. My family and I frequently walk for exercise and relaxation.**

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

**As a current member of the advisory committee I have become aware of the many opportunities to make biking and walking safer, more enjoyable, and easier/more inviting for community members. I believe active exercise is as necessary to health as food and water. I'm eager to continue working on the (long-term and short term) goals and issues that come to the current committee. Everyone should be able to participate.**

**POTENTIAL CONFLICTS OF INTEREST:** Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

**none noted**



# GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: **Andrew** **P** **Shroll** Gender: **M** Date: **9/27/2023**  
First MI Last

Home Address: ..... Home Phone: .....

Work Address: ..... Work Phone: .....

E-mail Address: ..... Cell Phone: .....

Employer: **John Deere** Position/Occupation: **Engineer**

If Cedar Falls resident, length of residency: **12 years** City Ward: **4**  I have a LinkedIn Profile

**DESIRED NOMINATIONS:** Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

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

**Cedar Falls Bicycle and Pedestrian Advisory Committee 2019-2023; Chair 2021-2023**  
**Cedar Valley Bicycle Collective (CVBC) - Board member 2012-2017, including terms as President, Treasurer**  
**Cedar Valley Association for Soft Trails (CVAST), Cedar Valley Cyclists (CVC)**  
**Upward Bound Mentor**

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

**In serving as chair of the Bike/Ped committee, I led the successful renewal of Bronze-level Bicycle Friendly Community award, the 2022 update of the Bicycle Network Plan, and update of the trail snow removal plan. I represented the committee in grant support letters and other statements. Additionally, I attended the Iowa Bicycle Summit in 2020.**

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

**If selected, I would continue to serve Cedar Falls by fulfilling the mission of the Bicycle and Pedestrian Commission, consistent with the broader goals and objectives of the City. As a runner and walker with a strong interest in walkability, I believe that I can make meaningful contributions on Pedestrian topics in addition to Bicycling.**

**POTENTIAL CONFLICTS OF INTEREST:** Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

**None**



# GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: **Roger** **L** **WHITE** Gender: **M** Date: **9/14/2023**  
First MI Last

Home Address: ..... Home Phone: .....

Work Address: **None** Work Phone: **None**

E-mail Address: ..... Cell Phone: .....

Employer: **None** Position/Occupation: .....

If Cedar Falls resident, length of residency: **53 Years** City Ward: **4**  I have a LinkedIn Profile

**DESIRED NOMINATIONS:** Check or fill in boxes for all that apply; view detailed descriptions at <https://bit.ly/cf-boards>

- Art and Culture Board
- Board of Adjustment
- Board of Appeals
- Board of Electric Examiners & Appeals
- Board of Mechanical Examiners & Appeals
- Board of Plumbing Examiners & Appeals
- Board of Rental Housing Appeals
- Civil Service Commission
- Community Center & Senior Services Board
- Health Trust Fund Board
- Historic Preservation Commission
- Housing Commission
- Human Rights Commission
- Library Board of Trustees
- Parks & Recreation Commission
- Planning & Zoning Commission
- Utilities Board of Trustees
- Visitors & Tourism Board

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

**Previous: Cedar Valley United Way Board (6 years), Friends of Hartman Reserve Board (12 years), Cedar Valley Cyclists Board, Treasurer & RAGBRAI Coordinator(13 years)**  
**Current: Cedar Valley Trail Partnership Board & Volunteer Coordinator (since 2017), Cedar Valley Bicycle Collective Board & Treasurer (since 2018 Cedar Falls Bicycle / Pedestrian Advisory Committee (since 2013)**

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

**I am both an avid walker and bicyclist, so I am very familiar with the needs and infrastructure for safe walking & cycling.**  
**I have attended conferences dedicated to safe bicycling and have previously participated in walkability audit and Safe Routes To School assessments**  
**I have served on and at times chaired other boards and committees in the past as well as currently, so I have**

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

**I have a desire to contribute to the betterment of Cedar Falls in any way that I can.**  
**I can contribute because I am both an avid walker and bicyclist and I am very familiar with the needs and infrastructure for safe walking & cycling.**

**POTENTIAL CONFLICTS OF INTEREST:** Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

**I receive no economic or monetary gain for any of my involvement with waling or bicycling.**  
**Since I also serve on the boards of Cedar Valley Bicycle Collective and Cedar Valley Trail Partnership, and I am still a member of Cedar Valley Cyclists, though no longer a board member, I suppose there could potentially be overlap. However, I do not view this as a conflict of interest. Anything that enhances walking or bicycling in Cedar Falls is an improvement even if it also benefits other organizations.**





GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: John P DeGroot Gender: M Date: 9/17/2023
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Cell Phone:

Employer: University of Northern Iowa Position/Occupation: Instructor, Center Director

If Cedar Falls resident, length of residency: Since 2006 City Ward: 1 I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at https://bit.ly/cf-boards

- Art and Culture Board, Board of Adjustment, Board of Appeals, Board of Electric Examiners & Appeals, Board of Mechanical Examiners & Appeals, Board of Plumbing Examiners & Appeals, Board of Rental Housing Appeals, Civil Service Commission, Community Center & Senior Services Board, Health Trust Fund Board, Historic Preservation Commission, Housing Commission, Human Rights Commission, Library Board of Trustees, Parks & Recreation Commission, Planning & Zoning Commission, Utilities Board of Trustees, Visitors & Tourism Board

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

I have been a member of Cedar Falls Bicycle and Pedestrian Advisory Committee for several years. I have often volunteered for events such as trail/river clean ups, for school events on behalf of Bike/Ped Advisory Committee, and other local events.

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

I have extensive experience and history riding both hard and soft-trail bike networks. I regularly commute both for work and personal reasons.

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

I am a proponent of not only biking and walking for exercise and recreational purposes but also improving the physical infrastructure for more active motion in commuting between different locations in the city.

POTENTIAL CONFLICTS OF INTEREST: Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

I am a member of Cedar Valley Association of Soft Trails. In my job as GeoTREE Center Director in the Geography Department at UNI, I have also applied for and received grants from the Cedar Valley Trails Partnership.



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

Item 9.

Name: Laurinda (Lauri) K Young Gender: F Date: 9/20/2023
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Klemesrudyoung@gmail.com Cell Phone:

Employer: Retired Position/Occupation:

If Cedar Falls resident, length of residency: City Ward: I have a LinkedIn Profile

DESIRED NOMINATIONS: Check or fill in boxes for all that apply; view detailed descriptions at https://bit.ly/cf-boards

- Art and Culture Board
Board of Adjustment
Board of Appeals
Board of Electric Examiners & Appeals
Board of Mechanical Examiners & Appeals
Board of Plumbing Examiners & Appeals
Board of Rental Housing Appeals
Civil Service Commission
Community Center & Senior Services Board
Health Trust Fund Board
Historic Preservation Commission
Housing Commission
Human Rights Commission
Library Board of Trustees
Parks & Recreation Commission
Planning & Zoning Commission
Utilities Board of Trustees
Visitors & Tourism Board

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

Desired Commission appointment is the Bike/Ped Commission

- Past Hearst Center for the Arts board member
Past Sturgis Falls Board Member
Past volunteer with Habitat for Humanity Restore store

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

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

I believe in the importance of exercise whether bicycling or walking in a person's life. My professional work revolved around promoting healthy behaviors and exercise was a large part of this. Cedar Falls is a city with an extensive network of trails and sidewalks. I believe it is important to highlight these amenities and work to keep their use safe for everyone.

POTENTIAL CONFLICTS OF INTEREST: Please list organizations and relationships which could pose a potential conflict of interest during your service on a city board or commission. Civic leaders are expected to have many ties to community organizations and people; this listing does not preclude appointment but is intended to provide transparency and accountability for board service.

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

**CIVIL SERVICE COMMISSION**  
City of Cedar Falls  
CEDAR FALLS, IOWA

September 27, 2023

Honorable Mayor Green and City Council  
City Hall, 220 Clay Street  
Cedar Falls, IA 50613

Mayor Green 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 Civil CAD/GIS Technician. Listed below is the name of the top ranked candidate with their combined average test score and applicable Veteran's Preference points. Tied scores are presented in alphabetical order, if applicable.

<b>Rank</b>	<b>Name</b>	<b>Combined Averaged Score</b>	<b>Veteran's Preference Points</b>	<b>Total Points With Preference</b>
1	Clemir Coproski	344		344

Respectfully Submitted,

  
Paul Lee, Commission Chairperson

  
Crystal Ford, Commissioner

\_\_\_\_\_  
Cathy Showalter, Commissioner

Orig: Jacque Daniels, City Clerk  
Cc: Chase Schrage, Director of Public Works  
David Wicke, City Engineer  
Civil Service Records

**CIVIL SERVICE COMMISSION**  
City of Cedar Falls  
CEDAR FALLS, IOWA

September 27, 2023


Honorable Mayor Green and City Council  
City Hall, 220 Clay Street  
Cedar Falls, IA 50613

Dear Mayor Green and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of promotional testing for the position of Engineering Technician II. Listed below is the candidate with their combined averaged test score in rank order. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists. Tied percentages are presented in alphabetical order, if applicable.

Rank	Name	Combined Average Test Scores
1	Bo Cordes	289

Respectfully Submitted,

  
\_\_\_\_\_  
Paul Lee, Commission Chairperson

  
\_\_\_\_\_  
Crystal Ford, Commissioner

\_\_\_\_\_  
Cathy Showalter, Commissioner

Orig: Jacque Danielsen, City Clerk

Cc: Chase Schrage, Director of Public Works  
David Wicke, City Engineer  
Civil Service Records



**OFFICE OF CITY ADMINISTRATOR**

**CITY OF CEDAR FALLS, IOWA**

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

**TO:** Mayor Robert M. Green and City Council Members  
**FROM:** Ron Gaines, City Administrator  
**DATE:** September 25, 2023  
**SUBJECT:** Departmental Monthly Reports Submission – August 2023

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

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

###

# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



August 2023

# AUGUST 2023 MONTHLY REPORTS

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**FINANCE & BUSINESS OPERATIONS  
FINANCIAL SERVICES  
August 2023**

**Treasury**

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$101,857,740 invested in CD's and \$300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$ 8,000,000.00
CD's Purchased	0	\$ 0.00
PFMM Deposit	0	\$ 0.00
PFMM Withdrawal	0	\$ 0.00
CD/Investment Interest		\$ 262,165.76

**FY23 Audit**

The auditors will be here the week of September 25th to complete the audit work. The process for financial statement reporting has begun. This will continue through August and September.

**Cedar Falls Health Trust Fund Board**

Cedar Falls Health Trust Fund Board met on July 13<sup>th</sup>. At that meeting the Board reviewed the amount of interest available for distribution and determined that the Board would be accepting funding applications for health-related projects in Cedar Falls. The applications are due in October and the Board will review the applications at their November meeting. At that meeting the Board will determine which projects to recommend for funding to the City Council as part of the FY25 budget process.

**Miscellaneous Financial Activities**

For August, 82 payroll checks and 802 direct deposits were processed. Accounts receivable were processed and 204 invoices were mailed out to customers. 1,491 transactions for accounts payable were processed and approved by the City Council for payment and 585 checks were mailed out to vendors.



## FINANCE &amp; BUSINESS OPERATIONS

**HUMAN RESOURCES**  
**August 2023**

**SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES**

- Made further connections for additional diverse recruitment outreach: HBCU Connect (Historically Black Colleges and Universities)
- Conducted initial research on Americans with Disabilities Act (ADA) requirements, and formed an ADA team to review the City's current ADA practices and areas for improved compliance
- Continued discussions, planning, and resource seeking to develop a mental health program/resources within the Public Safety Department
- DEI specialist introductions conducted with boards and commissions: Historic Preservation Commission; Civil Service Commission; Parks and Recreation Commission; Board of Adjustment; and Planning and Zoning Commission.
- One or several staff attended the following webinars: Untapped Talent-Returning Citizens, Creating a Strong Culture of Belonging, ADA Reasonable Accommodations & Your Interactive Process, From Diversity to Inclusivity, and an employment law update webinar
- Collaborated with various City staff to include an accessible speaker setup and additional space in the City council chambers
- Communicated and distributed revisions to required employment posters to all City departments/locations
- Met with Stephanie Detweiler with Grow Cedar Valley to discuss area hiring practices/trends and potential future resources
- Risk Management Committee meetings were held August 8<sup>th</sup> and 23<sup>rd</sup>
- Reviewed 8 contracts/agreements for required insurance
- Review and follow-up of eleven public event permits
- Recruitment/Employment tasks related to:
  - FT positions: City Clerk, Civil CAD/GIS Technician, Community Services Supervisor, Engineering Technician II, Library Assistant (Circulation & Reference), Principal Engineer, Public Safety Officer, Senior Librarian, Traffic Technician, and Water Reclamation Supervisor
  - PT positions: Code Enforcement Officer, Community Service Officer, Community Services Specialist, Content Coordinator, Education Coordinator, Laborer (Cemetery/Parks), Library Assistants (Community Center, Reference, and Youth), Maintenance Workers (Refuse), and Office Assistant-Police Records
  - Seasonal/Special Purpose/Misc. positions for Community Development, Finance & Business Operations, and Public Works departments: (Aquatics, Tourism Intern, Recreation Front Desk and Programming, Seasonal Laborers, and contracted Custodians)
  - Coordination continued for September engineering career fairs at Iowa State University and University of Iowa
  - Communications took place with various recruitment sources regarding print and digital advertising
  - The updated Form I-9 was distributed to begin using before the required fall date
  - Discussion continued with staff and legal regarding PERM/Green Card processing

**BENEFITS & COMPENSATION**

- FY23 health fund information was forwarded to the City's benefit consultant, PDCM to assist with the September financial audit and State of Iowa 509A. The 509A actuarial certification and IBNR calculations were received from PDCM during August.
- Staff, in coordination with our benefits consultant, continued gathering pharmacy reports for review and consideration of upcoming 2024 pharmacy plan renewal options.

### **CIVIL SERVICE COMMISSION**

- Preparations for and follow-up to the August 9<sup>th</sup> meeting were completed
- The testing process and documents for Civil CAD/GIS Technician were finalized and forwarded to Carlson Dettmann for review and approved by the Commission
- Minor updates to the spring 2023 Engineering Technician II questionnaire and rating form were approved by the Commission (only) in light of Carlson Dettmann's recent review of them and the testing process. No changes were made to the testing process
- The certified list for Traffic Technician was approved
- The testing process and documents for Information Systems Technician II were prepared and reviewed by Carlson Dettmann for September 9<sup>th</sup> Commission approval
- Minor updates to the Public Safety Officer formal interview questions were made by Public Safety staff and finalized for September 9<sup>th</sup> Commission approval

### **HUMAN RIGHTS COMMISSION**

- Preparations for and follow up to the August 14<sup>th</sup> regular commission meeting were completed
- Preparations for and follow up to the August 2<sup>nd</sup> and 30<sup>th</sup> executive committee meetings were completed
- Participated as an informational vendor at the Cedar Valley Pridefest event

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

**Summary of projects, training and staff activities**

- Continued work on a new Laserfiche Public Portal to allow our Standard Municipal Index of City Documents viewable from our website. The last 5 years of public records agendas and minutes have been uploaded to the site.
- O365 Implementation
  - Migration of files to the cloud continue.
  - Met with security analyst made changes to external sharing.
  - Continue work with HBS on recurring meeting issues
  - Migrated Hearst files have been migrated to the cloud.
- Our staff worked with Public Safety creating an RFP for body worn and car camera replacements, scoring was completed this month.
- Our staff worked with Berry Dunn and contraction negotiations on the new finance system.
- Mercy One will be housing their ambulance at our Public Safety Center so prep work for fax machines and internet capabilities for their staff continues.
- New Door Access Control System – complete

**Software Purchase/Installation/Upgrade Activities**

- 64 software installations for 9 different departments
- Installed 27 new software for 6 departments

**Equipment Purchase/Installation/Upgrade Activities/Repairs**

- 8 new pieces of equipment purchased for 3 different department and inventory.
- 4 new equipment installations for 2 different departments.

**Problem Resolution Activities & Assistance Activities**

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

**Graphic Design Activities**

- **Hearst Center:** event postcards, gallery guide, lots of vinyl, posters, etc.
- **Tourism:** digital ads, rack card, ribbon cutting invite, geocaching banner
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, miscellaneous changes to images and files, Currents article collection and file prep, Rec fliers, miscellaneous PS tasks, economic dev. sheet, cemetery forms, local option sales sheets

**Channel 15 Programming Activities**

- Cable TV Summary of projects
  - This month we produced 6 public meetings and produced 1 new studio shows, 3 High School sporting events, 3 sports talk shows, and 3 new City News shows
  - Produced 6 new promos for Panther Sports Network Football
  - Produced 5 new promos for Cedar Falls Football
  - Finished editing four Boards & Commissions videos.

- Mastered all Sturgis Falls recorded programs
- Continued testing CFU TV app for Firestick TV apps and Androids.
- Drone Flights
  - Hearst Center for the Arts
  - Aldrich Elementary
  - Union Road
  - Island Park/Downtown
  - Cedar Falls High School New Campus/Football Field
  - Seerley & Royal for Engineering Division

### **Geographical Information Systems (GIS) Activities**

- GIS Summary of projects
  - Continued reviewing and updating all easements
  - Finished converting all setback data
  - Coordinated with fire to provide their vendor with data for sprinkler system inspections
  - Validated flowline data for Engineering for stormwater study
  - Continued converting web applications of to the new GIS portal
  - Assisted legal with documents related to Ashworth North
  - Updated all 2023 sewer lining videos
  - Updated all sanitary and storm for Cedar Heights recon project
  - Discussed public art expansion with Hearst center
  - Met with PW on new sewer access point on River Bluff
  - Coordinated with Investigations on exhibits for an upcoming trial
  - Reviewed census boundaries for INRCOG
  - Met with Engineering to go through future property acquisition projects
  - Upgraded and patched gis server software and applications
- Completed 6 web and database projects for 4 departments
- Completed 9 different data requests for 6 entities
- Provided 53 maps for different 4 departments.
- Created 12 new addresses

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

**REPORT FROM SWISHER & COHRT – SAM ANDERSON:**

**Traffic Court:**

City Cases Filed: 160 (this number includes both City and State tickets)

Cases Set: 10 (Traffic) 3 (Code Enforcement)

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

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

- Review, revise, drafting or advice on 9 agreements
- Revise HOME program documents for Habitat for Humanity project
- Advise on new laws of interest 2023
- Advise on Rental Housing Code Enforcement
- Draft Outside Code ordinance amendments

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

**Public Records Activity**

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

Responded to eight (10) requests for public records.

Licenses / Permits Processed & Issued

- 55 Pet licenses
- 13 Annual Paw Park permits
- 3 Poultry licenses
- 13 Public Event permits
- 0 Sidewalk Café permits
- 0 Table & Chairs permits
- 3 Mobile Merchant permits
- 0 Tree Trimmer Licenses
- 0 Dumpster Permits
- 9 Cemetery Interment Rights
- 11 Liquor licenses and beer/wine permits
- 0 Tobacco/Nicotine permit

The unemployment rates for the month of July 2023 were 3.2% for the Waterloo-Cedar Falls Metropolitan Area, 2.7% in Iowa, and 3.8% in the U.S.

Staff attended in-house Credit Card Security training.

**Parking Activity**

Reviewed proposals received from consultants interested in conducting a downtown parking feasibility study for a potential parking facility.

Enforcement

- 887 Parking citations issued.
- \$ 6,852.00 Citations paid.

Collection Efforts

- \$ 780.00 Collections from delinquent parking accounts.
- \$ 500.00 Vehicle immobilizations (10 vehicles).

Permits

- \$ 2,657.00 Parking permits issued (54).

Meter Collections

- \$ 65.48 Paid parking.

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

**Library Activity**

<b>Usage Statistics</b>	<b>June 2023</b>	<b>July 2023</b>	<b>July2022</b>
<b>Customer Count</b>	17,867	17,107	15,499
<b>Circulation</b>	41,818	39,369	39,857
<b>Event Attendance</b>	4,073	2,126	2,165

Special events in August included the following:

- Cedar Valley Children’s Book Festival for families
- Urban Sustainable Practices Programs: Healthy Lawns and Composting
- Teen After-hours Back to School Program
- Iowa Chamber Music Collective mini concert and instrument petting zoo

**Community Center Activity**

Programs at the Community Center included line dancing, cards, billiards, senior fitness classes, live music, and ceramics. Rentals in August included a rehearsal dinner and a co-op member meeting.

City of Cedar Falls  
 Community Development  
 Inspection Services Division  
 Monthly  
 Aug-23

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

Construction Type	Monthly Summary						Yearly Summary					
	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-inspection Fees	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-inspection Fees
Single Family New Construction	5	0	\$2,916,807.00	\$17,681.55	\$0.00	\$0.00	12	0	\$4,921,436.00	\$32,108.80	\$0.00	\$0.00
Multi-Family New Construction												
Res Additions and Alterations	85	0	\$1,590,174.00	\$21,266.20	\$0.00	\$0.00	165	0	\$2,692,908.00	\$39,976.45	\$0.00	\$0.00
Res Garages	5	0	\$62,080.00	\$1,178.00	\$0.00	\$0.00	10	0	\$131,189.00	\$2,371.00	\$0.00	\$0.00
Commercial/Industrial New Construction												
Commercial/Industrial Additions and Alterations	15	0	\$450,502.00	\$5,524.00	\$0.00	\$0.00	24	0	\$699,321.00	\$8,675.60	\$0.00	\$0.00
Commercial/Industrial Garages												
Churches	1	0	\$2,000.00	\$25.00	\$0.00	\$0.00	1	0	\$2,000.00	\$25.00	\$0.00	\$0.00
Institutional, Schools, Public, and Utility	1	0	\$163,500.00	\$1,411.80	\$0.00	\$0.00	2	0	\$238,500.00	\$1,411.80	\$0.00	\$0.00
Agricultural/Vacant	1	0	\$35,000.00	\$503.00	\$0.00	\$0.00	1	0	\$35,000.00	\$503.00	\$0.00	\$0.00
Plan Review	11	0	\$0.00	\$3,397.50	\$0.00	\$0.00	18	0	\$0.00	\$5,229.50	\$0.00	\$0.00
<b>Total</b>	<b>124</b>	<b>0</b>	<b>\$5,220,063.00</b>	<b>\$50,987.05</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>233</b>	<b>0</b>	<b>\$8,720,354.00</b>	<b>\$90,301.15</b>	<b>\$0.00</b>	<b>\$0.00</b>



City of Cedar Falls  
 Community Development  
 Inspection Services Division  
 Monthly Report for:

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Limits	Valuations	Fees	Issued	Dwelling Limits	Valuations	Fees
Electrical	61	0	\$0.00	\$5,982.80	117	0	\$0.00	\$9,656.60
Mechanical	108	0	\$0.00	\$8,551.00	220	0	\$0.00	\$18,431.00
Plumbing	85	0	\$0.00	\$8,202.00	141	0	\$0.00	\$12,582.50
Refrigeration								
<b>Total</b>	<b>254</b>			<b>\$22,735.80</b>	<b>478</b>			<b>\$40,670.10</b>

Constructor Registrations	Monthly Summary				Yearly Summary					
	Issued	Dwelling Limits	Valuations	Fees	Issued	Dwelling Limits	Valuations	Fees		
Electrical	1	0	\$0.00	\$150.00	4	0	\$0.00	\$600.00		
Mechanical	1	0	\$0.00	\$150.00	1	0	\$0.00	\$150.00		
Plumbing										
Refrigeration										
<b>Total</b>	<b>2</b>			<b>\$300.00</b>	<b>5</b>			<b>\$750.00</b>		
<b>Building Totals</b>	<b>124</b>	<b>0</b>	<b>\$5,220,063.00</b>	<b>\$50,987.05</b>	<b>233</b>	<b>0</b>	<b>\$8,720,354.00</b>	<b>\$90,301.15</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Grand Total</b>	<b>380</b>	<b>0</b>	<b>\$5,220,063.00</b>	<b>\$74,022.85</b>	<b>716</b>	<b>0</b>	<b>\$8,720,354.00</b>	<b>\$131,721.25</b>	<b>\$0.00</b>	<b>\$0.00</b>

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

**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – A meeting was held on August 23.

No Meeting was held August 9, 2023			
August 23, 2023 Meeting			
Applicant	Project	Recommendation	Action Taken
Cedar Falls City Council	Zoning Code Text Amendment – On-Street Parking as Shared Parking (TA23-004)	Reset public hearing due to Courier error (failed to publish the notice).	Set public hearing for September 13th
Midwest Development Co., Owner; CGA Engineering, Engineer	Master Plan Amendment– Arbors Subdivision (MP23-003)	Approval	Recommended approval to City Council
Midwest Development Co., Owner; CGA Engineering, Engineer	Preliminary Plat Amendment– The Arbors Subdivision (PP23-003)	Approval	Recommended approval to City Council

**Group Rental Committee** – A meeting was held on August 1.

Address	Units	Owner	Requested Occupancy	Approved for	GRC	BRHA
515 W 6th	1	Laurentiu Dorbrilla	4 adults	3 adults	8/1/2023	NA
622 W 18th	1	Laurentiu Dorbrilla	4 adults	4 adults	8/1/2023	NA
1122-1124 Elmridge	2	Joan Wasserfort	5 adults (3 and 2)	5 adults (3 and 2)	8/1/2023	NA
1807 Clay	1	Laurentiu Dorbrilla	4 adults	3 adults	8/1/2023	NA
2104 Iowa	1	Laurentiu Dobrila	4 adults	3 adults	8/1/2023	NA
2302-2304 W 3rd	2	SRE Holdings LLC	6 adults (3 and 3)	4 adults (2 and 2)	8/1/2023	NA
3512 Panther	2	Laurentiu Dobrila	5 adults (3 and 2)	5 adults (3 and 2)	8/1/2023	NA

**Board of Rental Housing Appeals** – Board of Rental Housing Appeals met on August 21, 2023, to hear an appeal of a Group Rental Committee decision to set a maximum occupancy of 3 adults

for a single family dwelling at 218 Oregon Street because there were only 3 legal bedrooms in the house. Applicant requested occupancy of 4 adults. The Board of Rental Housing Appeals approved the rental for 4 adults.

**Board of Adjustment** – A regular meeting was held on August 15, 2023. Board held a public hearing on a request for a conditional use to allow the adaptive re-use of at former church at 701 W. 6<sup>th</sup> Street. The Board approved the request to allow a personal service use (therapy-based services), and a professional office use, subject to certain conditions.

**Other Commissions, Board Meetings & Staff Liaison Responsibilities:**

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	8/1/23	The committee reviewed and approved the latest drafts of code and bylaws for the establishment of a Bike Ped Commission prior to Council's first consideration on August 21 <sup>st</sup> . The committee also discussed various items on the list of trail and sidewalk concerns and staff gave an update where progress has been made on those items.
College Hill Partnership	8/10/23	Review of progress on goals from strategic planning session conducted by the board. Discussed increasing their request for betterment grant and potential for funding a lighting project on the Hill. Discussed working with the CFEDC on ideas for diversifying the businesses on the Hill. Goal to hire a new executive director after further defining the goals and the role, perhaps by March of 2024. Discussed meeting with UNI regarding preserving the Honors Cottage and possible future uses.
Historic Preservation Commission	8/8/23	City Attorney Kevin Rogers and DEI Specialist Chelsie Luhring updated the commission about their roles and presented resources available for the commission members and the roles of boards and the commission in general. The Commission provided an update that the CLG grant application for Overman Park District application is still not available, but they will keep staff updated. The commission did not have any updates to share on the digitalization of the resource project but will hopefully provide an update at the next meeting. The commission discussed possible ideas for a new educational project and mentioned that they will be presenting the "Seerley Park Tour" on November 28th, 2023,

to Cedar Valley Historic Preservation group as per their invitation.

Housing Commission	8/16/23	The Commission invited the Cedar Falls Economic Development Corporation. Jim Brown, Kevin Fittro, and Katy Susong presented to the Housing Commission on the ongoing work of the CFEDC and progress on implementing the recommendations of the Housing Needs Assessment. They shared how they have created a taskforce to move suggestions of the report forward. The Taskforce also visited Madison, Wisconsin to tour and discuss areas developed by a local company that has had success building new neighborhoods with traditional neighborhood design with mix of housing types, smaller lots and setbacks.
Community Main Street Design Committee	8/18/23	The Committee discussed the Caps Design Sprint that is coming up, wherein 6 large banners will be designed by students. The committee briefly discussed a challenge grant application for 317 Main Street. The committee mentioned that the application for a challenge grant will be coming in early next month. Staff will be sending the approved drawings of the façade on 317 Main St. for reference. Staff also updated the committee about the possible façade grant application case for Ginger Thai exterior updates. Staff informed the Committee that the City's application for a Railroad Crossing Elimination grant from the Federal Rail Administration was not funded in this year's cycle, but will submit an updated application for the next round of funding.
North Cedar Neighborhood Association (NCNA)	8/14/23	NCNA discussed projects they would like to move forward in partnership with the City. They also planned a workday on August 26 <sup>th</sup> to pull weeds within the Center Street bioswales.
Parking Tech Committee	N/A	No meeting was held in the month of August.

#### **LAND USE INQUIRIES AND PERMITTING**

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

**OTHER PROJECTS FOR AUGUST INCLUDED:**

- The Bicycle and Pedestrian Advisory Committee requested to become an official commission. Proposed code and bylaws are currently in the process of approval by Council.
- The Federal Rail Administration is expected to publish another notice of funding opportunity this Fall for the Railroad Crossing Elimination Grant which the City applied for in Fall 2022. Preparations are underway to update our application, include additional partners, and resubmit by the anticipated deadline.
- Ongoing effort to address enforcement of rental paving ordinance.
- Working on the Major Thoroughfare Plan and related street standards and associated subdivision code street connectivity standards
- Various enforcement actions related to zoning and rental code violations.

**ECONOMIC DEVELOPMENT:**

- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with an existing Cedar Falls business regarding expansion plans in the Cedar Falls Industrial Park.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Met with Business & Industry Committee to discuss 2024 Business and Industry Awards Banquet.
- Hosted an out of state business prospect for two days while meeting with local supply chain partners.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.
- Met with an out of state business looking to do a new project in the Cedar Falls Industrial Park.
- Began drafting legal documents for a new industrial park project to be located within the West Viking Road Industrial Park.
- Prepared a development agreement for a proposed project in the West Viking Road Industrial Park.

**CDBG**

- Work with INRCOG on administering the funds for projects and services agencies based on the Annual Action Plan – sidewalk infill project on Walnut Street, housing rehab, neighborhood tree planting.
- City Council approved the FY24 Annual Action Plan and was submitted to HUD for review.
- Work with Waterloo on HOME allocations and additional funding through ARP.
- Continue to work on next 5-year Consolidated Plan, partnering with Waterloo as a consortium, as required by HUD. The two City’s published a Request for Qualifications (RFQ) for the Consolidated Plan. We received 4 responses to the RFQ and reviewed jointly with Waterloo staff to choose a consultant to assist with developing 5-year Con Plan.

**HOUSING CHOICE VOUCHER PROGRAM**

Waiting List	707	Rent Subsidies (HAP payments)	\$94,765
New Applications Taken	39	Utility Payments	\$ 1,612

<b>Units under Contract</b>	177	<b>Admin Fees</b>	\$ 15,126
<b>Initial Vouchers Issued</b>	12	<b>Pulled from Waitlist</b>	14
<b>Current Open Vouchers</b>	36	<b>Top of List Letters currently out</b>	0
<b>New Admissions</b>	2	<b>Lease Up Goal</b>	220

**Ongoing**

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

**ADD A DOLLAR REPORT**

There were 3 applications received for utility assistance in August for a total of \$475.03 paid out. There was a balance of \$56,311.42 left as of August 31, 2023.

## RECREATION & COMMUNITY PROGRAMS Monthly Report for August

### Administrative:

- New Front Desk Staff member started this month.
- All Rec staff completed PCI credit card training as well as required harassment training.
- Supervisor Staff implemented the new power loss emergency procedure.
- Approved one application for the Steven Seelhammer Scholarship.
- The Park and Rec Commission had its monthly meeting at Birdsall Park.
- Worked with the IT Division to update credit card machines.
- Cedar Falls High School student started a work experience program at the Rec.
- Held an Office Assistant meeting to go over new and all policies and procedures.

Rec & Fitness Center	August	July
Rec Center Daily Admission	\$2,373.60	\$3,439.20
Rec Memberships Sold	\$19,221.07	\$23,581.06
Daily Member Check In	8,537	7,536
Beach House Reservations	9	9
Shelter Reservations	87	81
Pickleball Court Reservations	28	N/A

### Aquatics:

- The Falls Aquatic Center season came to an end with 80,480 patrons visiting throughout the year.
- The annual Doggie Dip was held with 451 dogs attending.
- The pools have been drained and work has started to winterize the facility.
- Winter indoor season began August 21<sup>st</sup>.

Participation	2023 Indoor	2022 Indoor	2023 Falls	2022 Falls
Swim Passes Sold	26	28	12	0
Open Recreational Swimming/Lap Swimming	160	375	17,243	14,550
Aquatic Program Usage (swim clubs, lessons, lifeguarding, training)	139	0	2,402	989

**Recreation Programs:**

- Summer programs concluded.
- Record number of Flag Football participants registered.
- 160 hours of total ballfield usage.
- Orchard Hill ballfield improvements was completed including new dugouts, bleacher pads, and fencing.
- Fence repair was also completed at Birdsall park.

<b>Program</b>	<b>Enrolled/ est. team members</b>	<b>Meetings /Games</b>	<b>2023 Contacts</b>	<b>2022 Contacts</b>
<b>Camp Cedar Falls</b>	<b>882</b>	<b>daily</b>	<b>882</b>	<b>970</b>
<b>Adult Bags League</b>	<b>8 teams</b>	<b>3</b>	<b>36</b>	<b>40</b>
<b>Adult Pickleball League</b>	<b>36 teams</b>	<b>4</b>	<b>192</b>	<b>0</b>
<b>Mens Softball League</b>	<b>12 per team</b>	<b>2</b>	<b>24</b>	<b>216</b>
<b>Church Softball League</b>	<b>12 per team</b>	<b>16</b>	<b>192</b>	<b>120</b>
<b>Church Softball League</b>	<b>12 per team</b>	<b>32</b>	<b>384</b>	<b>216</b>
<b>Flag Football 1<sup>st</sup> &amp; 2<sup>nd</sup></b>	<b>12</b>	<b>10</b>	<b>178</b>	<b>197</b>
<b>Flag Football 3<sup>rd</sup> &amp; 4<sup>th</sup></b>	<b>12</b>	<b>10</b>	<b>215</b>	<b>209</b>
<b>Flag Football 5<sup>th</sup> &amp; 6<sup>th</sup></b>	<b>12</b>	<b>10</b>	<b>149</b>	<b>157</b>
<b>Flag Football 5<sup>th</sup> &amp; 6<sup>th</sup> Girls</b>	<b>7</b>	<b>10</b>	<b>25</b>	<b>N/A</b>

**Fitness/Wellness:**

- Outdoor fitness classes wrapped up at the Plaza. We had 914 community members participate.
- We are excited to kick off our Fall schedule starting in September.

<b>Fitness/ Wellness</b>	<b>2023 Participation</b>	<b>2022 Participation</b>
Fitness Classes Offered	215	172
Fitness Class Attendance	2,437	1,663
Personal Training Sessions	86	80
Massages:	77	49
Child Care	67	43
Rec Facility Rentals	4	1



## CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report – August 2023



**CEDAR FALLS**



### MEETINGS/CONVENTIONS/SPORTS/GROUPS

- Cedar Falls hosted the Midwest Muscle Fest, Antique Acres Old Time Power Show (grant supported) and more for an estimated economic impact of over \$217,111 for August events that had bureau engagement.
- Secured four new meetings/events for 2024.
- Generated three new leads and submitted three proposals for potential future events.
- Promoted upcoming Cedar Valley Wrestling events via social media interview on “The Hot Seat.”
- Worked on a new meeting and convention outreach campaign.
- Worked with an Illinois bicycle group (40+ people) visiting the area this fall.

### LEISURE

- Launched Panthers on Parade with a call for artists and sponsorship sales. 25 of UNI’s TC mascots will be placed at sponsored locations from May – October 2024.
- Launched digital ad campaign – Stay & Play in Cedar Falls.
- Completed application to be an Iowa Welcome Center Partner Site.
- Secured Great American Rail Trail feather flag to use at area trail events.
- Promoted Cedar Falls on the Travel with Jack & Kitty Podcast.
- Interviewed with Channel 15 about Bronze Bicycle Friendly Community.
- Began work on the 2024 Cedar Falls Visitor Guide and met advertising sales goal.
- Exhibited at UNI Visit Days Browsing Fairs.



### COLLABORATION

- Attended the UNI Volunteer Fair, seeking student help with annual athletic events.
- Attended Iowa Travel Industry Partners and Travel Iowa virtual meetings.
- Attended Cedar Valley Sports Commission Board Meeting.
- Attended CV Trails Partnership meetings and assisted with partner event and upcoming trail improvement ribbon cutting.
- Published Hospitality Highlights newsletter x4, Weekender newsletter x1.

	August 2023	August 2022
Visitor Center Traffic	492	614
Website Traffic + CV365.com	8,786	7,718
Facebook	10,813	9,608
Instagram	2,653	2,289
LinkedIn	708	452
Visitor Guide Distribution	1,439	2,063
Ad Campaign Impressions	n/a	n/a
Volunteer Hours	17	27

## CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | August 2023

Cory Hurless (she/her), Cultural Programs Supervisor



Thursday Painters group photo at opening reception, Get Messy youth camp, DJ Savarese at the opening Final Thursday event of the season

### HEARST HIGHLIGHTS

- Our biannual First Fifty art show finished its run August 6, and our Curator deinstalled all galleries and hung the newest show.
- The Thursday Painters 75 Years of Creating Together art show opened on August 24, attendance **at the reception was 176.**
- The Friends of the Hearst hosted their annual meeting on August 3<sup>rd</sup> with local songwriting duo Brad & Kate performing, and 3 food trucks for attendees, **348+ were in attendance in the Hearst Garden.**
- The Hearst Education Team facilitated artmaking activities for two festivals in August, Irish Fest (August 5,6) & Pride Fest (August 26), serving up fun and advertising our programming to a combined **400+** individuals who stopped at our Hearst tent.
- The final youth camps commenced in August; our popular **Get Messy** sessions had kiddos stretching their imaginations! Camps took place August 7-11 & August 14-18.
- The Songbook Trio made their series debut on August 10, playing classic Americana tunes to an **audience of 64.**
- Final Thursday Author Series also kicked off the season on August 29 with an amazing Q&A with Iowa poet/author/art activist DJ Savarese. The Hearst also hosted in conjunction with this event a public viewing of DJ's Emmy and Peabody award winning documentary "DEEJ: Inclusion Shouldn't Be A Lottery", and a Facebook Live Q&A with painter/ animator Em Cooper and DJ Savarese. **The total audience for these events was 68.**
- Outreach in August continued for Northstar and the Community Center.
- The Hearst hosted literature scholars for a public talk on our local infamous author Ruth Suckow and her 1924 novel "Country People" on August 26.
- Lino Printmaking, Enameling 101, and Pottery on the Patio classes continued in August.
- On August 30, CFACB selected artist Taylor Hansen to be the UNI sponsored artist-in-residence for our Red House Studios

## Hearst By The Numbers

Hearst Center for the Arts Activity Report - Cultural Division FY24		
	July	August
<b>OVERALL ATTENDANCE</b>		
# of Days Open to Public	27	29
<b>Door Counter + any virtual events</b>	<b>1574</b>	<b>1688</b>
Sculpture Garden (est.)	375	350
Average visits per day	72.19	70.28
<b>FREE SERVICES - ATTENDANCE DETAIL</b>		
Exhibition (walk-in)	284	430
Special Events (lectures, concerts, film, performance, free workshops)	206	574
Regular Monthly Public Programs (Final Thursday, Mid-day Melodies,)	328	103
Community Meetings (ACB, Friends, etc.)	22	23
Thursday Painters + Majong (add both together)	115	145
Tours	0	0
<b>Total Free Services Attendance</b>	<b>955</b>	<b>1275</b>
<b>OUTREACH &amp; VOLUNTEER SVC.</b>		
Volunteers (total number)	6	6
Volunteer Hours	30.5	15.25
Offsite Outreach Attendance	64	174
Offsite Outreach Number of Events	2	2
<b>Total Number of Free Events (on site &amp; outreach)</b>	<b>15</b>	<b>16</b>
<b>PAID SERVICES - ATTENDANCE DETAIL</b>		
Family Workshops	0	0
Youth Classes	0	0
Adult Classes	72	43
Messy Mornings	0	0
Camps	522	322
Birthday Parties	0	0
Rentals	0	21
Ceramics Lab	20	2
<b>Total Paid Services Attendance</b>	<b>614</b>	<b>388</b>
<b>Total Number of Paid Service Events</b>	<b>19</b>	<b>31</b>
<b>MEMBERSHIPS</b>		
Total Friends Memberships	258	273
New/Renewed this month	8	18
<b>Total Revenue from New Memberships</b>	<b>\$450</b>	<b>\$1,195</b>
<b>DIGITAL TRAFFIC</b>		
E-News Subscriptions	1,063	1,083
Newsletter click throughs	29	74
Facebook Followers	3,366	3,411
Instagram Followers	1,158	1,172
Web views	1,133	1,149
<b>PRESS, # OF OCCURENCES</b>		
Newspaper article	1	2
Radio interviews	0	0
Press Releases	0	0
Social Media Paid ads	6	9

## ENGINEERING DIVISION

Type	Project No.	Project	Description	Status	Budget	Contractor/ Developer
Alley/Storm Water	RC-000-3298	2023 Alley Reconstruction	Reconstruction	Active	\$256,640.00	Engineering Division
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Active	\$1,160,000	PCI/AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Active	\$6,300,000	PCI/Riverwise
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Active	\$800,000	PCI/WRF/ Snyder
Streets	SC-000-3311	2023 Seal Coat	Resurfacing	Active	\$200,000	Engineering Division
Streets	RC-000-3299	2023 Street Construction	Reconstruction	Active	\$2,664,000.00	PCI
Streets	CP-197-3244	Ashworth Drive Extension	New Construction	Active	1,249,087.31	Engineering Division
Streets	RC-000-3171	Cedar Heights Drive Recon.	Street Repair	Active	\$6,000,000	Snyder
Streets	RC-092-3271	Cedar Heights Area Reconstruction Phase 1A	Reconstruction	Active	\$3,400,000	AECOM
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Active	\$3,400,000	Shive Hattery
Streets	RC-000-3283	Main Street Reconstruction	Reconstruction	Active	\$29,900,000.00	PCI
Streets	RC-000-3240	27th Street Improvements	Reconstruction	Active	TBD	AECOM
Subdivision	SU-364-3189	W. Viking Industrial Park	New Construction	Active	\$8,700,000	Snyder
Streets	RC-362-3212	W. Viking Road Recon	Reconstruction	Design	TBD	Snyder
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Final Out Remains	\$181,492	OEU/Engineering Division
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	Final Out Remains	\$510,299	Engineering Division/Snyder
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Final Out Remains	\$49,143.69	Iowa Flatworks
Storm Water	ST-000-3252	2021 Permeable Alley	Storm Water	Final Out Remains	\$107,500	Engineering Division Benton's
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Final Out Remains	\$273,000	Snyder/Foth/ Benton's S&G
Streets	RC-000-3272	2021 Street Construction	Street Repair	Final Out Remains	\$4,030,000.00	Engineering Division PCI
Streets	RC-000-3230	2022 Street Construction	Street Repair	Final Out Remains	\$3,266,000.00	Engineering Division PCI
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Final Out Remains	\$6,500,000	Engineering Division Snyder & Associates
Alley/Storm Water	RC-000-3268	2022 Alley Reconstruction	Reconstruction	Final Out	\$508,133.06	Engineering Division Owen Contracting
Sidewalk	SW-000-3301	2023 Sidewalk Assessment	Sidewalks & Trails	Contracts	TBD	Engineering Division
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Punch List Remains	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Punch List Remains	\$2,450,000	Snyder K. Cunningham
Streets	MC-000-3206	Center Street Street Scape	Recon	Punch List Remains	TBD	Engineering Division Foth

## ENGINEERING DIVISION

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

## ENGINEERING DIVISION

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

# Department of Public Works

## Operations and Maintenance Division

### Monthly Report for August 2023

#### Streets Section:

- Street sweeping took place during the month utilizing two sweeping units.
- Extensive pothole repairs were made throughout the month
- Permanent repairs of Seven (7) utility repair cuts were performed.
- Performed several sanitary and storm sewer structure and street panel repairs
- Completed siltation removal and grade work along a stretch of Green Hill Road

#### Traffic Operations:

- 148 traffic control signs and labels were repaired or replaced
- 18 signal repairs were conducted throughout the month
- Completed annual in house pavement marking operations
- Installed thermoplastic crosswalk on 12<sup>th</sup> St at Quail Ridge
- Assisted with electrical work in several city buildings.

#### Fleet Maintenance:

- 1,147 transactions were recorded through the City's fuel dispensing sites
- Used 15,432 gallons of fuel (6,661 ethanol, 8,771 diesel)
- 126 work orders were processed through the fleet section for the month

#### Public Buildings:

- Completed various repairs and maintenance throughout public buildings.
- Completed door access system at the Recreation Center
- Adjustments to the City Hall HVAC took place throughout the month

#### Parks:

- Performed stump grinding at Pheasant Ridge Golf Course
- Completed pétanque court at Island Park
- Installed memorial benches in Overman Park and on 2200 block of College St.
- Completed removals of fifty-six (56) damaged or hazardous right of way trees
- Performed routine park inspection and maintenance including trail repairs and sweeping

#### Cemetery:

- Performed ten (10) interments; Six (6) at Greenwood Cemetery, three (3) at Fairview Cemetery, and one (1) at Hillside Cemetery
- Spaces sold; One (1) at Greenwood Cemetery, four (4) at Fairview Cemetery

#### Refuse:

- 708 tons of residential solid waste was collected. 487 three-yard container dumps were recorded. Crews responded to 102 residential bulk item collections
- Crews collected 57.82 tons of yard waste from curbside collection
- The Transfer Station hauled 78 loads of solid waste to the Black Hawk County Landfill totaling 1,130 tons.
- Recycling totals were not available at the time of report
- 48 tons of e-waste, scrap metal, tires and appliances were diverted from the waste stream and recycled.

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION / SEWER DIVISION  
MONTHLY REPORT - AUGUST 2023

PLANT OPERATIONS

Water Reclamation Facility performance was very good the month of August. All permit effluent requirements were met and flows continue to be extremely low, with a 3.49 million gallons per day (MGD) average, below last year's average flow of 4.34 MGD and the five year average flow of 4.66 MGD. These low flows are due to below average rainfall leading to low inflow and infiltration.

BIOSOLIDS

We were able to haul 352,000 gallons of liquid biosolids to local farm fields during August. Another 94,000 gallons were dried through our dewatering system, put into storage and will be field applied in the fall.

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

SANITARY SEWER SYSTEM CALLS & SERVICES

We received 439 sewer locate requests from the Iowa One Call system, 66 of which required field locating by WRF staff.

We received three residential sewer problem calls in August. All three were issues with the resident's private service line or plumbing.

There were four after hour emergency calls for lift station issues. All were quickly resolved.

We cleaned a total of 34,819 feet (6.6 miles) of sanitary sewer lines, more than last year's 3.5 miles and above the five-year average of 4.5 miles. This brings our total for the year to 34.3 miles.

WRF staff also televised 1.8 miles of sanitary sewer lines. This is more than last year's 0.05 miles and above the five-year average of 0.9 miles. This brings the total for the year to 6.83 miles.

INDUSTRIAL PRETREATMENT

Standard Golf's annual pretreatment inspection was conducted.

On August 15<sup>th</sup>, the Iowa DNR conducted their bi-annual inspection of the WRF's pretreatment program, with no findings.

STAFF AND TRAINING

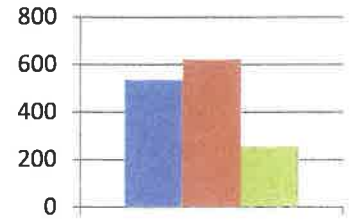
Jeremy Northrup tested for and earned his Wastewater Operator 2 license from the State of Iowa.



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

**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift	Total
Calls for Service	536	622	254	1412
Traffic Stops	72	133	311	516
Arrests	10	18	45	73
Accidents	44	33	9	86



**CEDAR FALLS FIRE**

Fire Calls For Service Statistics

Fire	4
Rescue/Medical	153
Service Call	11
Good Intent	17
False Alarm/Call	28
Special Incident	2
Hazardous Condition/Spec	7
Business Occupancy Inspections	183
Rental/Residential Inspections	65

**Fire Calls For Service**



**POLICE CALLS FOR SERVICE**

Type of Incident (Monthly)	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23
Group A Serious Crimes	106	93	133	117	120	129	99	117				
Group B Other Crimes	60	82	89	84	70	69	84	74				
Traffic Accidents	117	91	76	74	93	91	75	93				
Other Calls	1470	1486	1874	1753	1341	1350	1552	1455				
<b>CFS Totals</b>	<b>1753</b>	<b>1752</b>	<b>2172</b>	<b>2028</b>	<b>1624</b>	<b>1639</b>	<b>1810</b>	<b>1739</b>				

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

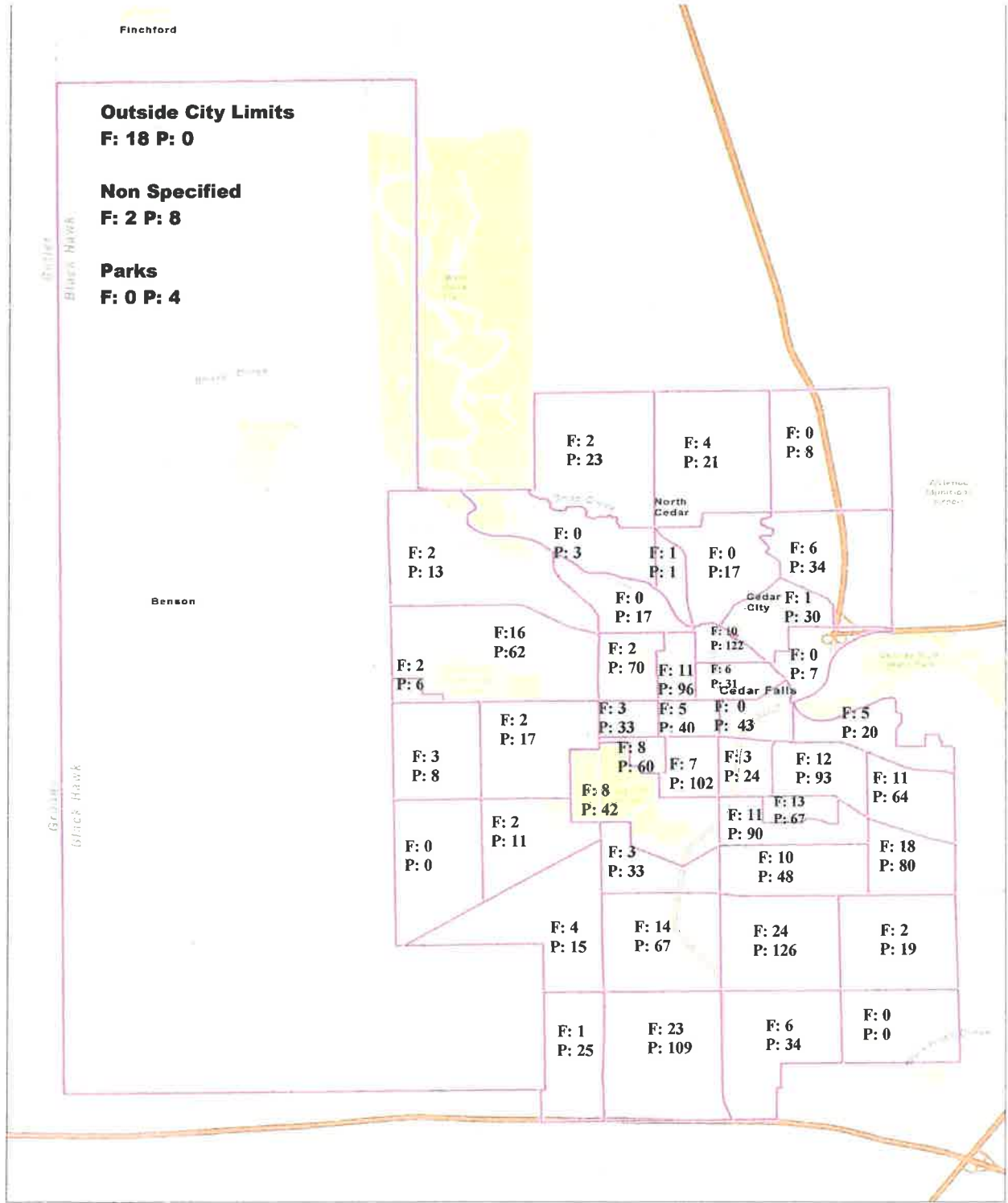
**FIRE RESCUE CALLS FOR SERVICE**

Type of Incident (Monthly)	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23
Medical & Rescue	119	110	124	120	133	108	143	153				
Cancelled, False Alarms, Good Intent	36	28	40	40	55	44	59	45				
Fire, Heat, Hazard, Weather Related & Other	23	17	22	17	36	32	24	24				
<b>Totals</b>	<b>178</b>	<b>155</b>	<b>186</b>	<b>177</b>	<b>224</b>	<b>184</b>	<b>226</b>	<b>222</b>				

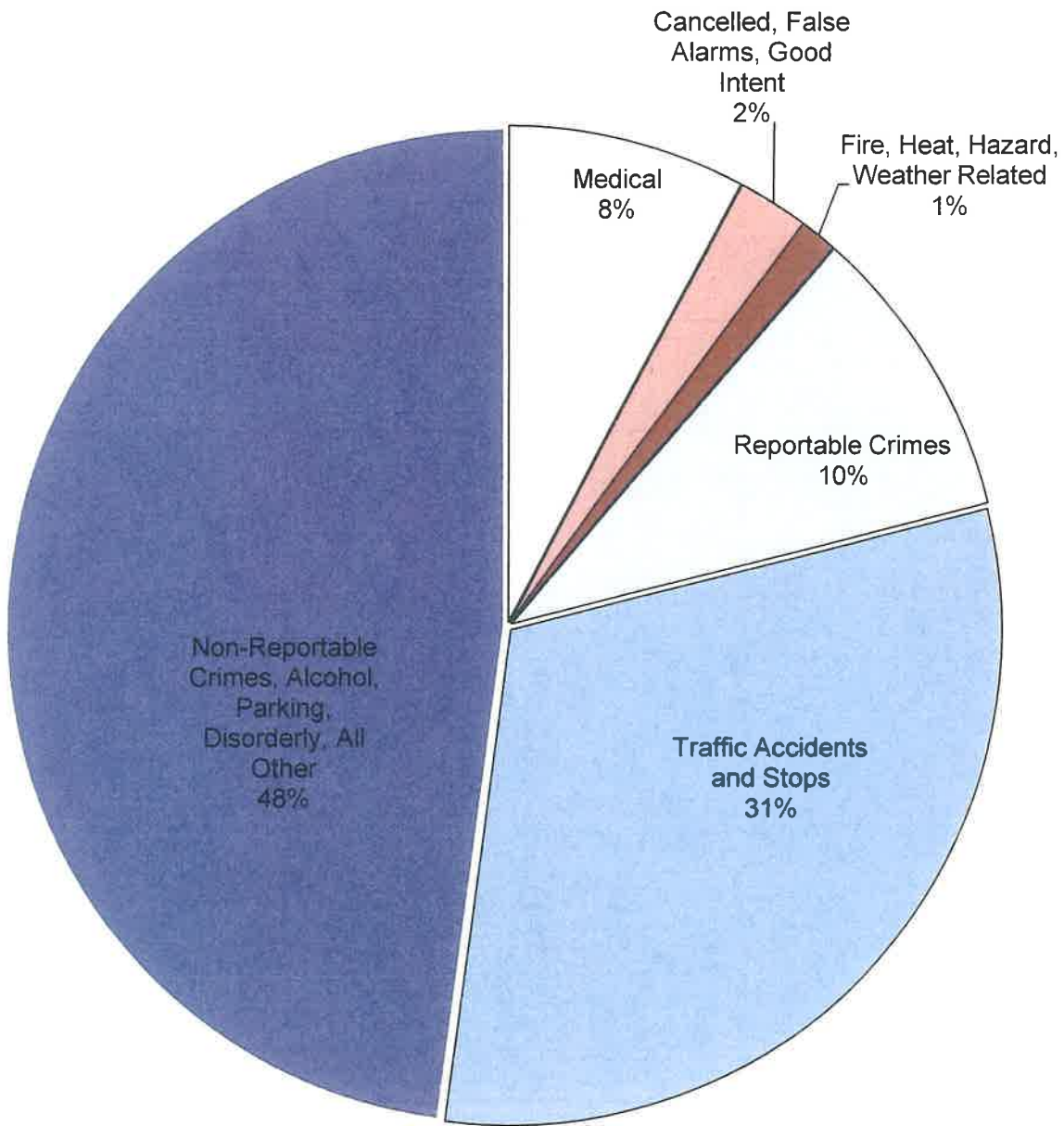
Type of Incident (per year)	2015	2016	2017	2018	2019	2020	2021	2022	2023
Non-Medical CFS	840	911	900	772	841	783	758	917	
Rescue / EMS Related	1367	1570	1437	1022	1272	1328	1541	1509	
<b>Totals</b>	<b>2207</b>	<b>2481</b>	<b>2337</b>	<b>1794</b>	<b>2113</b>	<b>2111</b>	<b>2299</b>	<b>2426</b>	

<b>POLICE STATISTICS:</b>	<b>AUG 2023</b>	<b>Total 2023</b>
<b>Group A Crimes</b>		
Murder/NonNeg Manslaughter	0	0
Kidnapping/Abduction	0	2
Forcible Rape/Sodomy/Fondling	2	23
Robbery	0	1
Assault	24	172
Arson	0	1
Extortion/Blackmail	1	5
Burglary/B&E	5	96
Theft	46	345
Motor Vehicle Theft	2	24
Counterfeit/Forgery	1	19
Fraud	11	113
Embezzlement	0	0
Stolen Property	0	4
Vandalism	12	104
Drug Offenses	11	84
Incest	0	1
Porno/Obscene Material	0	2
Op/Pro/Asst. Gambling	1	3
Weapon Law Violation	1	6
<b>Group B Crimes</b>		
Disorderly Conduct	2	28
Driving Under Influence	15	182
Drunkenness	13	79
Non-Violent Family Offense	0	4
Liquor Law Violation	1	4
Runaway	0	12
Trespassing	4	17
All Other Offenses	39	284
Group A Total:	117	1002
Group B Total:	74	610
Total Reported Crimes:	191	1612
<b>Traffic Accidents</b>		
Fatality	0	1
Personal Injury	10	92
Hit and Run	17	135
Property Damage	66	498
Total reported Accidents	93	726
Calls for Service	1739	14519
Total Arrests	73	636


# Cedar Falls Public Safety Grid Map



### Cedar Falls Public Safety Experience Survey (AUGUST 2023)



 FIRE

 POLICE

**Instructions on the reverse side**

For period (MM/DD/YYYY) 11 / 01 / 2023 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade name/Doing business as: Prime Mart  
Physical location address: 2728 Center Street City: Cedar falls ZIP: 50613  
Mailing address: 2728 Center Street City: Cedar falls State: IA ZIP: 50613  
Business phone number: 319-238-9816

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP PPMA North Cedar LLC  
Mailing address: 2728 Center Street City: Cedar Falls State: IA ZIP: 50613  
Phone number: 319-238-9816 Fax number: - Email: abdulrehman awan 9020@gmail.com

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Has vending machine that assembles cigarettes  Other  -

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print): Abdul Awan Name (please print): \_\_\_\_\_  
Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: 11/1/2023 Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New  Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375


**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**


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**To:** Mayor Green and City Councilmembers  
**From:** Craig Berte, Public Safety Services Director  
 Mark Howard, Police Chief  
**Date:** September 25, 2023  
**Re:** Retail Alcohol License Applications

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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) Blue Room, 201 Main Street, Class C retail alcohol - renewal.
- b) Hilton Garden Inn, 7213 Nordic Drive, Class C retail alcohol & outdoor service - renewal.
- c) Peppers Grill & Sports Pub, 620 East 18th Street, Class C retail alcohol - renewal.
- d) SingleSpeed Brewing Co., 128 Main Street, Class C retail alcohol, Special Class A beer & outdoor service - renewal.
- e) The Landmark, 107 Main Street, Class C retail alcohol & outdoor service - renewal.
- f) Fareway Store, 214 North Magnolia Drive, Class E retail alcohol - renewal.
- g) Peppers Grill & Sports Pub, 620 East 18th Street, Class C retail alcohol – change in ownership.
- h) Fleet Farm, 400 West Ridgeway Avenue, Class B retail alcohol - new.
- i) Fleet Farm Fuel, 108 West Ridgeway Avenue, Class B retail alcohol - new.
- j) Hampton Inn & Suites, 101 West 1st Street, Class B retail alcohol - new.
- k) Murphy USA, 518 Brandilynn Boulevard, Class B retail alcohol- new.
- l) Prime Mart, 2728 Center Street, Class E retail alcohol – new – change in ownership.



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**


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**TO:** City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** September 26, 2023  
**SUBJECT:** City Clerk Appointment Recommendation

As you are all aware, Jacque Danielsen has announced her retirement and the process for selecting her replacement has been completed. Cedar Falls City Ordinance 2-572 (a) outlines the process for appointing the City Clerk as follows:

A city clerk shall be appointed by the city council upon recommendation of the director of finance and business operations.

The process for appointing a city clerk is a little different from appointing a police chief and fire chief as you will see that difference in the ordinance language above. In addition, the city clerk position is specifically exempted from Civil Service per 400.6 (2) of the Code of Iowa.

The posting for the City Clerk position was posted both internally and externally. The City received sixteen applications and eleven met the minimum qualifications. Out of those eleven applicants, the top five candidates were chosen to complete a questionnaire and participate in an interview. The top five candidates chosen all had either city or county government employment experience. After the candidates were interviewed, the interviewing team which consisted of myself, another department director, and a division manager recommended one candidate to move forward in the process. That top candidate was then interviewed by myself, the City Administrator, the Mayor, the Mayor Pro Tem, and the Chair of the Finance & Business Operations Committee. Based on the feedback from that interview, I am recommending the appointment of Kim Kerr to the City Clerk position.

Kim has worked for the City for almost fifteen years in different capacities. In addition, for six of those years she also participated in the Paid on Call Police Officer program. Kim has been a trustworthy and high performing employee since her employment at the City. Kim has also earned her Certified Municipal Clerk certification through the International Institute of Municipal Clerks. Kim has worked closely with Jacque over the past few years learning to be a back up for the City Clerk position. This back up experience, her attention to detail, and her ability to work with elected officials and other departments, I believe makes her the best candidate for the position.

Please consider and approve this recommendation. If you have any questions about the process or Kim's qualifications, please feel free to reach out to me.

**RESOLUTION NO.**

**RESOLUTION APPROVING THE RECOMMENDATION AND APPOINTMENT  
OF THE CITY CLERK BY DIRECTOR OF FINANCE AND BUSINESS OPERATIONS  
FOR THE CITY OF CEDAR FALLS, IOWA**

**WHEREAS**, to address a vacancy in the position of City Clerk caused by a retirement in that said position; and

**WHEREAS**, the Director of Finance and Business Operations has the authority under section 2-572(a) of the City's Code of Ordinances to recommend the appointment of the City Clerk; and

**WHEREAS**, the City conducted a search for a new city clerk and following the search, review and interview process of candidates, it is recommended by the Director of Finance and Business Operations for City Council approval under section 2-572(a) to appoint Kim Kerr as the City Clerk to supervise, direct and manage the Public Records Division; 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 the appointment.

**NOW THEREFORE**, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the appointment of Kim Kerr to the position of City Clerk effective November 4, 2023 is hereby approved.

**ADOPTED** this 2<sup>nd</sup> of October, 2023.

\_\_\_\_\_  
Robert M. Green, Mayor

**ATTEST:**

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**  
Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** August 30, 2023  
**SUBJECT:** Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed and weeds removed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

FJI-I Holdings LLC		
1309 Coffeen Ave., Ste. 1200	\$122.48	June 2023
Sheridan, WY 82801	<u>\$ 1.84</u>	2023 (fees)
	\$124.32	Total owed

Property address: 1321 W. 12<sup>th</sup> St., CF  
Parcel #8914-11-452-014

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA  
COUNTY OF BLACK HAWK  
STATE OF IOWA

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

FJI-I HOLDINGS LLC

---

TO THE ABOVE-NAMED PERSON(S): FJI-I Holdings LLC

PROPERTY DESCRIPTION: 1321 W. 12<sup>th</sup> Street, Cedar Falls, Iowa  
Black Hawk County Parcel #8914-11-452-014

LEGAL DESCRIPTION OF PROPERTY: JENSENS ADDITION LOT 7, Cedar  
Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 1321 W. 12<sup>th</sup> Street, pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **October 2nd, 2023**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa, 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By   
Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Enclosures.

**Exhibit "A"**

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

---

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 1321 W. 12<sup>TH</sup> STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-11-452-014**

WHEREAS, it was determined that the property located at 1321 W. 12<sup>th</sup> Street, being legally described as JENSENS ADDITION LOT 7, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-452-014, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 1321 W. 12<sup>th</sup> Street (Parcel ID 8914-11-452-014) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$176.32**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

JENSENS ADDITION LOT 7, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-452-014

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 2nd day of October 2023.

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

STATEMENT OF ACCOUNT

PAGE

1

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 7/31/23

TO: FJI-I HOLDINGS LLC  
1309 COFFEEN AVE., STE. 1200  
SHERIDAN, WY 82801

CUSTOMER NO: 5881/5881

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CEMOW	6/16/23	MOWED LAWN ON: 6/5/23 PER ORDINANCE 17-246&247	39995	7/17/23	122.48
		LOCATION: 1321 W. 12TH STREET, CEDAR FALLS, IA 50613			\$71.25
		PROFESSIONAL LAWN CARE INV.#19079			\$51.23
GFFIN	7/31/23	FINANCE CHARGE-GEN FUND		8/30/23	1.84

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
1.84	122.48		

DUE DATE: 8/30/23

PAYMENT DUE: 124.32  
TOTAL DUE: \$124.32

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/23 DUE DATE: 8/30/23 NAME: FJI-I HOLDINGS LLC  
CUSTOMER NO: 5881/5881 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613  
(319) 273-8600

TOTAL DUE: \$124.32



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

August 2, 2023

FJI-I Holdings LLC  
1309 Coffee Ave., Ste. 1200  
Sheridan, WY 82801

Dear FJI-I Holdings LLC,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 1321 W. 12th Street, Cedar Falls on 6/5/23 for \$122.48, as well as late fees of \$1.84 for a total amount due of \$124.32. **If no payment is received by August 17, 2023, we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

TO: FJI-I HOLDINGS LLC  
1309 COFFEEN AVE., STE. 1200  
SHERIDAN, WY 82801

INVOICE NO: 39995  
DATE: 6/16/23

CUSTOMER NO: 5881/5881

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 6/5/23 PER ORDINANCE 17-246&247 LOCATION: 1321 W. 12TH STREET, CEDAR FALLS, IA 50613 PROFESSIONAL LAWN CARE INV.#19079 CODE ENFORCEMENT/ADMIN.FEES	122.48	122.48
			\$71.25
			\$51.23

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$122.48

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/16/23 DUE DATE: 7/17/23  
CUSTOMER NO: 5881/5881

NAME: FJI-I HOLDINGS LLC  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 39995  
TERMS: NET 30 DAYS

AMOUNT: \$122.48





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**CODE ENFORCEMENT**  
**CITY OF CEDAR FALLS, IOWA**  
220 Clay Street  
Cedar Falls, IA 50613  
Phone(319) 273-8606  
Fax (319) 273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**LEGAL NOTICE OF NUISANCE TO BE ABATED:  
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 5/31/2023 Case # 23-0264-GRSS  
PROPERTY RESIDENT: Fortressjoy Investments LLC  
PROPERTY ADDRESS: 1321 W 12th St  
  
Property Owner Name: Fortressjoy Investments LLC  
Property Owner Address: 1309 Coffeen Ave STE 1200  
Sheridan, WY 82801

A complaint has been brought to the attention of this office and an inspection of the property found that grass and/or weeds have been allowed to become a nuisance. The property is legally described as follows:

**JENSENS ADDITION LOT 7**

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/7/2023, to confirm compliance with the Ordinance requirements.

**The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City's 8-inch maximum height allowance. If the property is not brought into compliance after seven days, the City will mow the property to bring it into compliance.**

**Sec. 17-246. - Noxious weeds prohibited; exceptions.**

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
- (2) Grass and weeds exceeding eight inches in height;
- (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

**Sec. 15-2(18) Nuisance Defined**

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)



Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass ( <i>Agropyron repens</i> ); (2) Perennial sow thistle ( <i>Sonchus arvensis</i> ); (3) European morning glory and field bindweed ( <i>Convolvulus arvensis</i> ); (4) Horse nettle ( <i>Solanum carolinense</i> ); (5) Leafy spurge ( <i>Euphorbia esula</i> ); (6) Perennial peppergrass ( <i>Lepidium draba</i> ); (7) Russian knapweed ( <i>Centaurea repens</i> ); (8) Buckthorn ( <i>Rhamnus</i> , not to include <i>Rhamnus frangula</i> ), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint ( <i>Abutilon theophrasti</i> ), annual; (10) Cocklebur ( <i>Xanthium commune</i> ), annual; (11) Wild mustard ( <i>Brassica arvensis</i> ), annual; (12) Wild carrot ( <i>Daucus carota</i> ), biennial; (13) Buckhorn ( <i>Plantago lanceolata</i> ), perennial; (14) Sheep sorrel ( <i>Rumex acetosella</i> ), perennial; (15) Sour dock ( <i>Rumex crispus</i> ), perennial; (16) Smooth dock ( <i>Rumex altissimus</i> ), perennial; (17) Poison hemlock ( <i>Conium maculatum</i> ); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i> ), annual; (19) Puncture vine ( <i>Trimbulus terrestris</i> ), annual; (20) Teasel ( <i>Dipsacus</i> ), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	6/7/2023

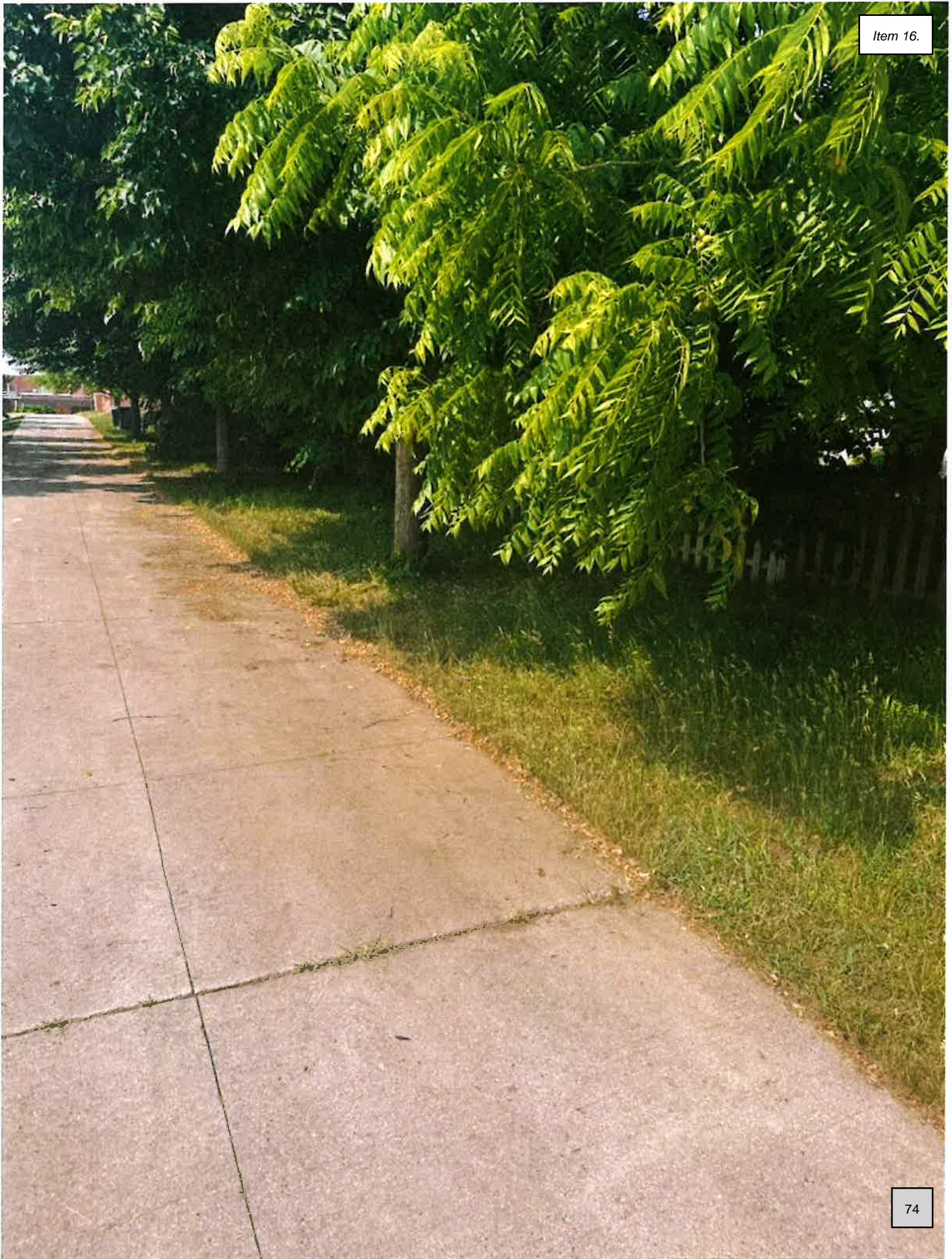
Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

*Grayson Rowlet*

Grayson Rowlet





















# Black Hawk County, IA

## Summary

Parcel ID 891411452014  
 Alternate ID  
 Property Address 1321 W 12TH ST  
 CEDAR FALLS IA 50613  
 Sec/Twp/Rng N/A  
 Brief Tax Description JENSENS ADDITION LOT 7  
 (Note: Not to be used on legal documents)  
 Deed Book/Page 202300009617 (1/3/2023)  
 Contract Book/Page  
 Adjusted CSR Pts 0  
 Class R - Residential  
 (Note: This is for assessment purposes only. Not to be used for zoning.)  
 District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH  
 School District CEDAR FALLS COMMUNITY SCHOOLS



## Neighborhood

Neighborhood SCDRFLS-03

## Owner Information

Deed FJI-HOLDINGS,LLC  
 1309 COFFEEN AVE STE 1200  
 SHERIDAN WY 82801  
 Mail To FJI-HOLDINGS,LLC  
 1309 COFFEEN AVE STE 1200  
 SHERIDAN WY 82801

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
5/13/2022	HOWLAND,CATHERINE M	FORTRESSJOY INVESTMENTS LLC	2022-00022382	NORMAL	Deed		\$73,500.00
5/31/1990			613-151	NORMAL ARMS-LENGTH TRANSACTION - PRIOR O	Deed		\$48,000.00

## Show Deed/Contract

[Show Deed/Contract](#)

## Land

Lot Dimensions Regular Lot: 75.00 x 149.00  
 Lot Area 0.26 Acres;11,175 SF  
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

## Residential Dwellings

Residential Dwelling  
 Occupancy Single-Family / Owner Occupied  
 Style 2 Story Frame  
 Architectural Style N/A  
 Year Built 1910  
 Exterior Material Wd Lap  
 Total Gross Living Area 1,568 SF  
 Attic Type Floor & Stairs;  
 Number of Rooms 6 above; 0 below  
 Number of Bedrooms 3 above; 0 below  
 Basement Area Type 1/2  
 Basement Area 392  
 Basement Finished Area  
 Plumbing 1 Standard Bath;  
 Central Air Yes  
 Heat Yes  
 Fireplaces 1 Prefab;  
 Porches 15 Frame Open (240 SF);  
 Decks  
 Additions  
 Garages 624 SF (26' W x 24' L) - Det Frame (Built 1973);

## Permits

Permit #	Date	Description	Amount
CF HA 00203	08/13/2012	Furnace	0
CF 19862	07/11/2011	Roof	9,150
CF 5881	10/11/2005	Roof	500

## Valuation

Classification	2023	2022	2021	2020	2019
+ Assessed Land Value	\$34,430	\$34,430	\$34,430	\$24,860	\$24,860
+ Assessed Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$139,110	\$111,320	\$111,320	\$111,320	\$111,320
= Gross Assessed Value	\$173,540	\$145,750	\$145,750	\$136,180	\$136,180
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$173,540	\$145,750	\$145,750	\$136,180	\$136,180

## Taxation

	2022	2021	2020	2019
+ Taxable Land Value	Pay 2023-2024 \$18,816	Pay 2022-2023 \$18,637	Pay 2021-2022 \$14,023	Pay 2020-2021 \$13,691
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$60,836	\$60,258	\$62,795	\$61,309
= Gross Taxable Value	\$79,652	\$78,895	\$76,818	\$75,000
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$79,652	\$78,895	\$76,818	\$75,000
x Levy Rate (per \$1000 of value)	33.77998	34.51570	33.00838	33.14094
= Gross Taxes Due	\$2,690.64	\$2,723.12	\$2,535.64	\$2,485.57
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$2,690.64	\$2,723.12	\$2,535.64	\$2,485.57

## Tax History

Year	Due Date	Amount	Paid	Date Paid	
2022	March 2024	\$1,345	No		532105
	September 2023	\$1,345	No		
2021	March 2023	\$1,362	Yes	5/31/2023	437844
	September 2022	\$1,362	Yes	5/31/2023	
2021	March 2023	\$0	No		437844
	September 2022	\$4	Yes	5/31/2023	
2021	March 2023	\$41	Yes	5/31/2023	437844
	September 2022	\$163	Yes	5/31/2023	
2020	March 2022	\$1,268	Yes	4/4/2022	331410
	September 2021	\$1,268	Yes	10/4/2021	
2019	March 2021	\$1,243	Yes	3/30/2021	252041
	September 2020	\$1,243	Yes	9/14/2020	
2018	March 2020	\$1,152	Yes	3/24/2020	065135
	September 2019	\$1,152	Yes	10/11/2019	
2017	March 2019	\$1,147	Yes	3/18/2019	065135
	September 2018	\$1,147	Yes	9/12/2018	
2016	March 2018	\$1,174	Yes	3/27/2018	065135
	September 2017	\$1,174	Yes	9/15/2017	

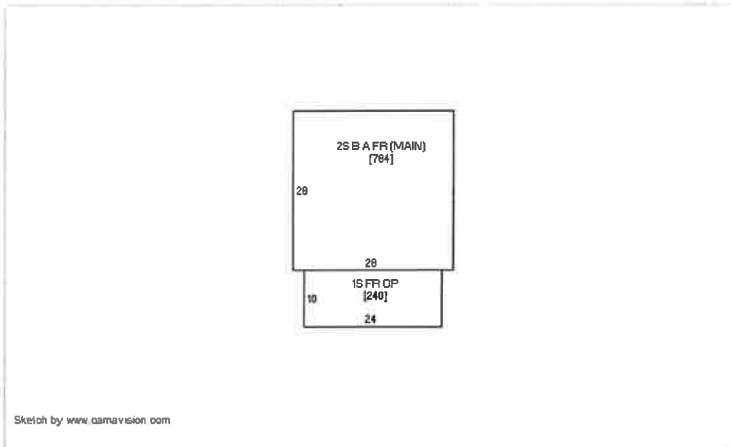
Pay Property Taxes

[Click here to pay property taxes for this parcel.](#)

Photos



Sketches



Map



Polling Location

[View Polling Location](#)

**Recent Sales In Area**

**Sale date range:**

From: 08/30/2020 To: 08/30/2023

Sales by Neighborhood

Sales by Subdivision

1500 Feet Sales by Distance

**Homestead Tax Credit and Exemption**

Apply Online for the Homestead Tax Credit and Exemption

**Address Change Form**

Link to the Address Change Form

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Exemptions, Tax Sale Certificate, Special Assessments, Board of Review Petition.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.  
[User Privacy Policy](#) [GDPR Privacy Notice](#)  
Last Data Upload: 8/29/2023, 10:06:35 PM

[Contact Us](#)





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** August 30, 2023  
**SUBJECT:** Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed and weeds removed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Judy Hoover  
PO Box 1340  
New Castle, OK 73065

\$200.85 June 2023  
\$ 3.01 2023 (fees)  
\$203.86 Total owed

Property address: 3120 Homeway Dr., CF  
Parcel #8913-19-126-030

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA  
COUNTY OF BLACK HAWK  
STATE OF IOWA

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

JUDY HOOVER

---

TO THE ABOVE-NAMED PERSON(S):           Judy Hoover

PROPERTY DESCRIPTION:                    3120 Homeway Dr, Cedar Falls, Iowa  
Black Hawk County Parcel #8913-19-126-030

LEGAL DESCRIPTION OF PROPERTY:        HOMEWAY THIRD ADDITION LOT  
103, Cedar Falls, Black Hawk County,  
Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 3120 Homeway Drive, pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **October 2nd, 2023**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk’s office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa, 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By   
Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Enclosures.

**Exhibit "A"**

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

---

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 3120 HOMEWAY DRIVE, CEDAR FALLS, IOWA, PARCEL ID 8913-19-126-030**

WHEREAS, it was determined that the property located at 2520 Central Avenue, being legally described as HOMEWAY THIRD ADDITION LOT 103, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8913-19-126-030, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 3120 Homeway Drive (Parcel ID 8913-19-126-030) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of **\$255.86**, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

HOMEWAY THIRD ADDITION LOT 103, Cedar Falls, Black Hawk County, Iowa,  
Parcel ID 8913-19-126-030

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 2nd day of October 2023.

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk



STATEMENT OF ACCOUNT

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 7/31/23

TO: JUDY HOOVER  
PO BOX 1340  
NEW CASTLE, OK 73065

CUSTOMER NO: 5760/5760

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
CEMOW	6/16/23	HOOVER, JUDY MOWED LAWN ON: 6/14/23 PER ORDINANCE 17-246&247 LOCATION: 3120 HOMEWAY DRIVE, CEDAR FALLS, IA 50613	40001	7/17/23	200.85
		PROFESSIONAL LAWN CARE INV.#19084			\$142.50
		CODE ENFORCEMENT/ADMIN.FEES			\$58.35
GFFIN	7/31/23	FINANCE CHARGE-GEN FUND		8/30/23	3.01

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
3.01	200.85		

DUE DATE: 8/30/23

PAYMENT DUE: 203.86  
TOTAL DUE: \$203.86

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/31/23 DUE DATE: 8/30/23 NAME: HOOVER, JUDY  
CUSTOMER NO: 5760/5760 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613  
(319) 273-8600

TOTAL DUE: \$203.86



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

August 2, 2023

Judy Hoover  
PO Box 1340  
New Castle, OK 73065

Dear Judy Hoover,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing at 3120 Homeway Dr., Cedar Falls, IA on 6/14/23 for \$200.85, as well as late fees of \$3.01 for a total amount due of \$203.86. **If no payment is received by August 17, 2023, we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

TO: JUDY HOOVER  
PO BOX 1340  
NEW CASTLE, OK 73065

INVOICE NO: 40001  
DATE: 6/16/23

CUSTOMER NO: 5760/5760

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MOWED LAWN ON: 6/14/23 PER ORDINANCE 17-246&247 LOCATION: 3120 HOMEWAY DRIVE, CEDAR FALLS, IA 50613 PROFESSIONAL LAWN CARE INV.#19084 CODE ENFORCEMENT/ADMIN.FEES	200.85	200.85
			\$142.50
			\$58.35

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$200.85

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 6/16/23 DUE DATE: 7/17/23  
CUSTOMER NO: 5760/5760

NAME: HOOVER, JUDY  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 40001  
TERMS: NET 30 DAYS

AMOUNT: \$200.85





**DEPARTMENT OF COMMUNITY DEVELOPMENT**

**CODE ENFORCEMENT**  
**CITY OF CEDAR FALLS, IOWA**  
220 Clay Street  
Cedar Falls, IA 50613  
Phone(319) 273-8606  
Fax (319) 273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**LEGAL NOTICE OF NUISANCE TO BE ABATED:  
GRASS AND WEEDS**

EFFECTIVE DATE OF THIS NOTICE: 6/1/2023 Case # 23-0290-GRSS  
PROPERTY RESIDENT: Unkown  
PROPERTY ADDRESS: 3120 Homeway Dr  
  
Property Owner Name: Judy Hoover  
Property Owner Address: PO Box 1340  
New Castle, OK 73065

A complaint has been brought to the attention of this office and an inspection of the property found that grass and/or weeds have been allowed to become a nuisance. The property is legally described as follows:

**HOMEWAY THIRD ADDITION LOT 103**

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 6/8/2023, to confirm compliance with the Ordinance requirements.

**The following deficiencies have been observed: The grass and weeds on this property have been measured and is exceeding the City's 8-inch maximum height allowance. If the property is not brought into compliance after seven days, the City will mow the property to bring it into compliance.**

**Sec. 17-246. - Noxious weeds prohibited; exceptions.**

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
- (2) Grass and weeds exceeding eight inches in height;
- (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

**Sec. 15-2(18) Nuisance Defined**

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By
IACF 17-246(a) Noxious Weeds	It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, a nuisance is defined as noxious weeds, which shall include the following: (1) Quack grass ( <i>Agropyron repens</i> ); (2) Perennial sow thistle ( <i>Sonchus arvensis</i> ); (3) European morning glory and field bindweed ( <i>Convolvulus arvensis</i> ); (4) Horse nettle ( <i>Solanum carolinense</i> ); (5) Leafy spurge ( <i>Euphorbia esula</i> ); (6) Perennial peppergrass ( <i>Lepidium draba</i> ); (7) Russian knapweed ( <i>Centaurea repens</i> ); (8) Buckthorn ( <i>Rhamnus</i> , not to include <i>Rhamnus frangula</i> ), and all other species of thistles belonging in genera of <i>Cirsium</i> and <i>Carduus</i> ; (9) Butterprint ( <i>Abutilon theophrasti</i> ), annual; (10) Cocklebur ( <i>Xanthium commune</i> ), annual; (11) Wild mustard ( <i>Brassica arvensis</i> ), annual; (12) Wild carrot ( <i>Daucus carota</i> ), biennial; (13) Buckhorn ( <i>Plantago lanceolata</i> ), perennial; (14) Sheep sorrel ( <i>Rumex acetosella</i> ), perennial; (15) Sour dock ( <i>Rumex crispus</i> ), perennial; (16) Smooth dock ( <i>Rumex altissimus</i> ), perennial; (17) Poison hemlock ( <i>Conium maculatum</i> ); (18) Wild sunflower (wild strain of <i>Helianthus annus L.</i> ), annual; (19) Puncture vine ( <i>Trimbulus terrestris</i> ), annual; (20) Teasel ( <i>Dipsacus</i> ), biennial; (21) Grass exceeding 8 inches in height; and (22) Wild vines or wild bushes.	6/8/2023

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT



Adam Spray  
Code Enforcement



















# Black Hawk County, IA

## Summary

**Parcel ID** 891319126030  
**Alternate ID**  
**Property Address** 3120 HOMEWAY DR  
 CEDAR FALLS IA 50613  
**Sec/Twp/Rng** N/A  
**Brief Tax Description** HOMEWAY THIRD ADDITION LOT 103  
 (Note: Not to be used on legal documents)  
**Deed Book/Page** 2019-008485 (11/30/2018)  
**Contract Book/Page**  
**Adjusted CSR Pts** 0  
**Class** R - Residential  
 (Note: This is for assessment purposes only; Not to be used for zoning.)  
**District** 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH  
**School District** CEDAR FALLS COMMUNITY SCHOOLS



## Neighborhood

Neighborhood SCDRFLS-21

## Owner Information

**Deed** WALD, JACQUELINE A  
 3120 HOMEWAY DR  
 CEDAR FALLS IA 50613  
**Mail To** HOOVER, JUDY  
 PO Box 1340  
 NEW CASTLE OK 73065

## Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/8/1997			659-748	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$92,000.00

## Show Deed/Contract

[Show Deed/Contract](#)

## Land

Lot Dimensions	Regular Lot: x	Front	Rear	Side 1	Side 2
Front Footage		90.00	110.00	150.00	150.00
Main Lot		0.00	0.00	0.00	0.00
Sub Lot 2		0.00	0.00	0.00	0.00
Sub Lot 3		0.00	0.00	0.00	0.00
Sub Lot 4		0.00	0.00	0.00	0.00

Lot Area 0.34 Acres; 15,000 SF  
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

## Residential Dwellings

**Residential Dwelling**  
**Occupancy** Single-Family / Owner Occupied  
**Style** 1 Story Frame  
**Architectural Style** N/A  
**Year Built** 1957  
**Exterior Material** Alum  
**Total Gross Living Area** 1,178 SF  
**Attic Type** None;  
**Number of Rooms** 5 above; 0 below  
**Number of Bedrooms** 3 above; 0 below  
**Basement Area Type** Full  
**Basement Area** 1,178  
**Basement Finished Area**  
**Plumbing** 1 Standard Bath; 1 Mtl Stall Shower Bath;  
**Central Air** Yes  
**Heat** Yes  
**Fireplaces**  
**Porches** 15 Frame Open (30 SF);  
**Decks**  
**Additions**  
**Garages** 484 SF - Att Frame (Built 1957);

## Permits

Permit #	Date	Description	Amount
CF 20437	08/15/2011	Roof	5,875
CF 20224	07/18/2011	Misc	3,560
CF HA 0270	08/13/2002	A/C	0

## Valuation

Classification	2023	2022	2021	2020	2019
Residential					
+ Assessed Land Value	\$36,980	\$36,980	\$36,980	\$29,580	\$29,580
+ Assessed Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$151,550	\$119,540	\$119,540	\$119,540	\$119,540
= Gross Assessed Value	\$188,530	\$156,520	\$156,520	\$149,120	\$149,120
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$188,530	\$156,520	\$156,520	\$149,120	\$149,120

## Taxation

	2022	2021	2020	2019
	Pay 2023-2024	Pay 2022-2023	Pay 2021-2022	Pay 2020-2021
+ Taxable Land Value	\$20,210	\$20,017	\$16,666	\$16,291
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$65,329	\$64,707	\$67,432	\$65,836
= Gross Taxable Value	\$85,539	\$84,724	\$84,118	\$82,127
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$85,539	\$84,724	\$84,118	\$82,127
x Levy Rate (per \$1000 of value)	33.77998	34.51570	33.00838	33.14094
= Gross Taxes Due	\$2,889.51	\$2,924.31	\$2,776.60	\$2,721.77
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00

Net Taxes Due		2022 Pay 2023-2024	2021 Pay 2022-2023	2020 Pay 2021-2022	2019 Pay 2020-2021
		\$2,899.51	\$2,924.31	\$2,776.60	\$2,721.77

Tax History		Amount	Paid	Date Paid	Recalpt
2022	March 2024	\$1,445	No		537916
	September 2023	\$1,445	No		
2021	March 2023	\$44	Yes	5/19/2023	472481
	September 2022	\$0	No		
2021	March 2023	\$4	Yes	5/19/2023	472481
	September 2022	\$0	No		
2021	March 2023	\$1,462	Yes	5/19/2023	472481
	September 2022	\$1,462	Yes	11/28/2022	
2021	March 2023	\$0	No		472481
	September 2022	\$44	Yes	11/28/2022	
2020	March 2022	\$1,388	Yes	6/20/2022	352770
	September 2021	\$1,388	Yes	6/20/2022	
2020	March 2022	\$62	Yes	6/20/2022	352770
	September 2021	\$187	Yes	6/20/2022	
2020	March 2022	\$0	No		352770
	September 2021	\$4	Yes	6/20/2022	
2019	March 2021	\$1,361	Yes	3/31/2021	227646
	September 2020	\$1,361	Yes	9/17/2020	
2018	March 2020	\$0	No		041015
	September 2019	\$114	Yes	3/3/2020	
2018	March 2020	\$1,272	Yes	3/3/2020	041015
	September 2019	\$1,272	Yes	3/3/2020	
2017	March 2019	\$1,267	Yes	3/3/2020	041015
	September 2018	\$1,267	Yes	9/28/2018	
2017	March 2019	\$228	Yes	3/3/2020	041015
	September 2018	\$0	No		
2017	March 2019	\$4	Yes	3/3/2020	041015
	September 2018	\$0	No		
2016	March 2018	\$1,297	Yes	10/2/2017	041015
	September 2017	\$1,297	Yes	10/2/2017	

Pay Property Taxes

[Click here to pay property taxes for this parcel.](#)

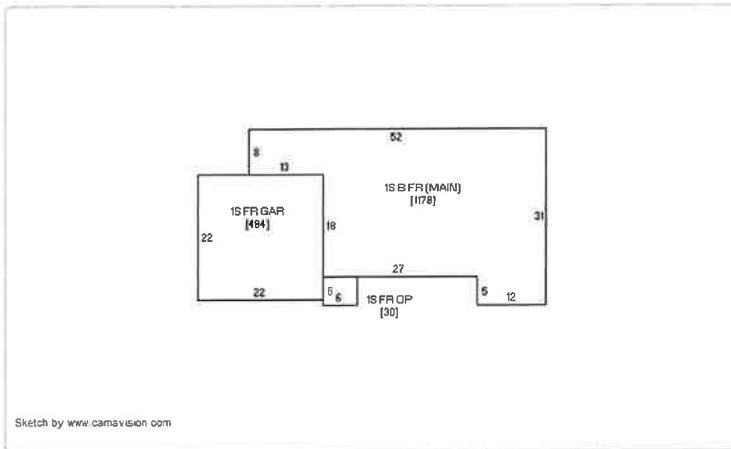
Tax Sale Certificate

Date: 6/20/2022 Certificate: 2022-000688

Photos



Sketches





Map



Polling Location

[View Polling Location](#)

Recent Sales In Area

Sale date range:

From: 08/30/2020 To: 08/30/2023

[Sales by Neighborhood](#)

[Sales by Subdivision](#)

1500 Feet [Sales by Distance](#)

Homestead Tax Credit and Exemption

[Apply Online for the Homestead Tax Credit and Exemption](#)

Address Change Form

[Link to the Address Change Form](#)

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Exemptions, Special Assessments, Board of Review Petition.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.  
[User Privacy Policy](#) [GDPR Privacy Notice](#)  
Last Data Upload: 8/29/2023, 10:08:35 PM

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## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**


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**TO:** Mayor Green & City Council Members

**FROM:** Julie Sorensen, Information Systems Manager  
 Lisa Roeding, Controller/City Treasurer  
 Jennifer Rodenbeck, Director of Finance & Business Operations

**DATE:** September 25, 2023

**SUBJECT:** ERP System – Vendor Contract

In September 2021, City staff began working with a consultant (Berry Dunn) to develop a Request for Proposal (RFP) for a new Enterprise Resource Planning (ERP) system to replace the City's current financial and payroll legacy systems. The current legacy systems are over 20 years old and are at the end of life for these systems. Attached to this memo is a summary of the RFP process and the bids received by each vendor prepared by our consultant.

In the summary you will note that the vendor that the project team is recommending is Central Square. The product is a subscription-based product. The up-front cost is approximately \$462,000. The first-year subscription cost is \$219,000. The annual subscription cost after the first year gradually increases each year and will be about \$231,000-\$332,000 per year.

In the CIP, projects costs were budgeted at \$1,600,000 for the initial cost of the system, and an annual cost of \$350,000/year. Therefore, you will note that the project costs are below the amounts budgeted in the CIP.

In addition to the project team bringing forward the contract with Central Square, the project team is also bringing forward an amended contract with Berry Dunn to continue to use their services throughout the implementation process. The project team was very satisfied with the guidance and assistance that Berry Dunn provided us during the RFP process. We checked references on Berry Dunn regarding their project management services and received very positive responses. Even including the project management services in the total amount of \$511,080, the total one-time costs are below the amounts budgeted. Project management services will provide a major benefit by helping to keep the project on the projected timeline, resolving conflict issues with the vendor, and take some of the burden off staff during the implementation of this major project.

If you have any questions, please feel free to contact us.

## City of Cedar Falls

### Enterprise Resource Planning (ERP) System Replacement Project

---

**Process:** The City's ERP Project team worked in partnership with the City's consulting partner, BerryDunn, to bring forward the preferred vendor CentralSquare. The Project Team issued two competitive RFPs and implemented a multi-phased scoring process to arrive at the preferred vendor. To date, the City identified CentralSquare after conducting the following project areas with BerryDunn:

- Comprehensive needs assessment
- Identification of all functional system requirements
- Development of a comprehensive RFP
- Three rounds of scoring and evaluation (technical proposal, demonstrations, reference checks, and cost)

**Background:** The City, working with the City's consulting partner, BerryDunn, initially released an RFP on February 28, 2022 for an Asset Management, Community Development, and Enterprise Resource Planning (ERP) Software Systems Environment. The City received one response for the complete suite of modules and one response for only the Community Development. The Project Team evaluated the technical proposals and invited both vendors to demonstrations. Post demonstrations the Project Team identified the need to review additional options in the marketplace. The Project Team held informal vendor outreach sessions with several vendors. The Project Team decided to release another RFP for only Software and Implementation Services for an Enterprise Resource Planning (ERP) Software Systems Environment on November 15, 2022.

- The City received six responses; two for only Human Capital Management (HCM) modules, and four for all ERP modules.
- The Project Team performed three rounds of scoring and evaluation (technical proposal, demonstrations, reference checks, and cost)
  - The Project Team shortlisted one of the HCM vendors and three ERP vendors; inviting only the HCM vendor and two ERP vendors to demonstrations as the fourth ERP vendor had previously demonstrated their software during the first RFP process.

**Scoring:**

City of Cedar Falls					
Total Score					
Vendor	Round 1	Round 2	Round 3 (References)	Round 3 (Costs)	Total
	100 Possible Points	30 Possible Points	30 Possible Points	40 Possible Points	200 Possible Points
ADP	75.00	23.8	24.3	40.0	<b>163.11</b>
Agilyx	76.43	14.4	-	-	<b>90.85</b>
CentralSquare	88.57	25.5	25.9	24.2	<b>164.19</b>
Neogov	67.07	-	-	-	<b>67.07</b>
Oracle	70.29	-	-	-	<b>70.29</b>
Tyler	86.46	-	-	40	<b>126.46</b>

**References:** The City’s project team called several references and received positive feedback on Central Square’s product, service, and implementation process.

**Cost:**

	ADP	Agilyx	CentralSquare	Tyler
One Time Costs (Training, Project Management, Data Conversion) Includes Est. Travel	\$21,000	\$1,300,000	\$462,000.00	\$532,000
Annual Subscription Cost – 1st Year	\$106,000	\$205,100	\$219,000	\$150,000
Annual Subscription Cost – Future Years	\$106,000 - \$109,000/year	\$246,000 - \$337,000/year	\$231,000 - \$332,000/year	\$150,000 - \$162,000/year

**Contract:** The Project Team confirmed the preferred vendor as CentralSquare and proceeded with the contracting process. The City’s consulting partner, BerryDunn, began the contracting process with CentralSquare in conjunction with the Project Team and the City’s Attorney. During the contract negotiations the City determined that some of the scheduling modules would be optional features that the City could exercise within eight months of contract execution, bringing down the initial cost. The difference in cost is approximately \$50,000.

**Timeline:** CentralSquare projects a timeline of 24 months to fully implement all modules as quoted above. Therefore, the one-time costs will be spread out over that implementation process and the 1<sup>st</sup> year subscription cost will be due at the end of implementation.

**CentralSquare Solutions Agreement**

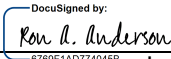
This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of \_\_\_\_\_, **20** \_\_\_\_ (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **City of Cedar Falls, IA** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

**WHEREAS**, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services;

**WHEREAS**, Customer desires to migrate their Naviline application from the current on-premise server to CentralSquare's Enterprise Resource Planning cloud hosted environment; and

**WHEREAS**, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Cedar Falls
1000 Business Center Drive Lake Mary, FL 32746	220 Clay Street, CEDAR FALLS, IA , 50613
By:  <small>DocuSigned by: Ron A. Anderson</small>	By:
Print Name: <b>RON A. Anderson</b>	Print Name:
Print Title: Chief Sales Officer	Print Title:
Date Signed: 9/22/2023	Date Signed:

**Solution:** PA NaviLine Migration to Enterprise Resource Planning

Upon Go-Live, the Customer's on-premise Naviline license will terminate and the Customer's Cloud Enterprise Resource Planning subscription will begin.

**Term.**

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party sixty (60) days prior to the expiration of the Agreement term.

**Fees.**

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

## Standard Terms and Conditions

- 1. Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:
- 1.1. **"Affiliate"** means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.
  - 1.2. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.
  - 1.3. **"Baseline Solution"** means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.
  - 1.4. **"CentralSquare Systems"** means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.
  - 1.5. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
  - 1.6. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.
  - 1.7. **"Defect"** means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.
  - 1.8. **"Delivery"** means:
    - 1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.
    - 1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.
  - 1.9. **"Documentation"** means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.
  - 1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.
  - 1.11. **"Entity"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.
  - 1.12. **"Go-Live"** is the time period in which the Software is tested and confirmed reliable by successfully completing fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
  - 1.13. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.
  - 1.14. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
  - 1.15. **"Managed Services Hardware"** means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.
  - 1.16. **"Maintenance"** means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support)
  - 1.17. **"New or Major Releases"** means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.
  - 1.18. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (G

2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 1.19. **"Professional Services"** means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.
- 1.20. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.
- 1.21. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.
- 1.22. **"Software"** means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.
- 1.23. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.
- 1.24. **"Solutions"** means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 1.25. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support).
- 1.26. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

## 2. License, Access, and Title.

- 2.1. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.
- 2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 2.4. Hardware. Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.5. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

**3. Use Restrictions.** Authorized Users shall not:

- 3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;
- 3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;
- 3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;
- 3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

**4. Audit.**

- 4.1. CentralSquare shall have the right to annually audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees, in accordance with the terms set forth in Exhibit 1

**5. Customer Obligations.**

- 5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.
- 5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 5.3. Corrective Action and Notice. If each party becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.
- 5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support). Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

**6. Professional Services.**

- 6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applied to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing advance.



- 6.2. **Contributed Material.** In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

## 7. **Confidentiality.**

- 7.1. No information shared between CentralSquare and the Customer in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. If City receives a request pursuant to any open records laws under which it would be required to disclose information marked as confidential, City shall notify CentralSquare pursuant to Section 11 and CentralSquare shall have the right to assert any available legal objections to the production of confidential information. 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. Notwithstanding the foregoing, "**Confidential Information**" means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.
- 7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

## 8. **Security.**

- 8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.
- 8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 8.3. To the extent that Authorized Users, excluding City employees, are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

## 9. **Personal Data.** If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

- 9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and
- 9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and
- 9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected. If necessary, the Parties will cooperate to document these measures taken.

## 10. **Representations and Warranties.**

- 10.1. **Intellectual Property Warranty.** CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.
- 10.2. **Intellectual Property Remedy.** In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.
- 10.3. **Software Warranty.** CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software, including all third-party Software sold under this Agreement, will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.
- 10.4. **Software Remedy.** If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support).
- 10.5. **Services Warranty.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.
- 10.6. **Disclaimer of Warranty.** **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**
11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare      **CentralSquare Technologies, LLC**  
**1000 Business Center Dr.**  
**Lake Mary, FL 32746**  
**Phone: 407-304-3235**  
**Attention: Legal/Contracts**

If to Customer:      **City of Cedar Falls**  
**220 Clay Street**  
**CEDAR FALLS, IA 50613**  
**Phone: 319-268-5105**  
**Email: [lisa.roeding@cedarfalls.com](mailto:lisa.roeding@cedarfalls.com)**  
**Attention: Lisa Roeding**

12. **Force Majeure.**

Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay. The party who is prevented from performing by force majeure shall be obligated, within a period to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other

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.

### **13. Indemnification.**

- 13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- 13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.
- 13.3. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

### **14. Termination.**

- 14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.
- 14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.
- 14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.
- 14.4. The Customer may terminate this Agreement at any time for its convenience by giving written notice to the CentralSquare of such termination and specifying the effective date of the termination, at least sixty (60) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and non-confidential materials prepared or furnished by CentralSquare shall, at the option of the Customer, and after payment of all fees and expenses earned up to the date of termination become the Customer's property. If the Agreement is terminated by the Customer as provided herein, CentralSquare shall be paid for all Services which have been authorized, and provided up to the effective date of termination. In the event the Customer terminates the Agreement for convenience, there is no early termination penalty; however, the Customer shall not receive a refund for any pre-paid services.
- 14.5. Customer and CentralSquare may agree to terminate less than all of the assets, including third party assets, in use by Customer. Termination of fewer than all of the assets under the Agreement shall not constitute a Termination of the Agreement.

### **15. Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:

- 15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and
- 15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable in accordance with the terms set forth in Exhibit 1 and any Change Orders or Amendments
- 15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

- 15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live ), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.
- 15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of any software assets covered under this Agreement, CentralSquare, or the appropriate third party provider, shall within thirty (30) days following such expiration or termination, deliver to Customer in CentralSquare's standard format, or in a machine-readable format as agreed-upon by the parties, the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 15.6. Deconversion. In the event of (i) expiration or earlier termination of any software assets covered under this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare, or the appropriate third party provider, will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.
- 15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.
- 16. Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.
- 17. Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:
- 17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.
- 17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.
- 17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.
- 17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation. Venue for such litigation shall be the Iowa District Court for Black Hawk County.
- 18. Waiver/Severability.** The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 19. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:**
- 19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**
- 19.2. **EXCLUDING ANY AND ALL CLAIMS FOR PERSONAL INJURY OR DEATH, CLAIMS FOR INDEMNIFICATION PURSUANT TO SECTION 13, AND/OR CLAIMS RESULTING FROM A SECURITY OR DATA BREACH, CENTRAL SQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRAL SQUARE DURING THE INITIAL TERM OF THIS AGREEMENT, INCLUDING BOTH ONE TIME FEES AND SUBSCRIPTION PAYMENTS. NOTHING IN THIS SECTION SHALL BE DEEMED TO LIMIT THE AMOUNT OF INSURANCE AVAILABLE TO ANY PARTY FOR ANY CLAIM OR CAUSE OF ACTION THAT WOULD BE COVERED BY THE AMOUNTS OF AVAILABLE INSURANCE PURSUANT TO EXHIBIT 4.**
- 20. Insurance.** During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare provide proof of current coverage during the term of this Agreement.

- 21. Third-Party Materials.** CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.
- 22. Subcontractors.** CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.
- 23. Entire Agreement.** This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.
- 24. Amendment.** Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.
- 25. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 26. Counterparts.** This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).
- 27. Material Adverse Change.** If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.
- 28. Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.
- 29.** 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.
- 30.** 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.
- 31.** 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.
- 32.** 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.
- 33.** 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.
- 34.** 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.
- 35.** 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.

36. Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.
37. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.
38. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.
39. 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.
40. 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.

**41. Order of Precedence.**

- 41.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:
  - 41.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.
- 41.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.
- 41.3. Incorporated Exhibits to this Agreement:
  - Exhibit 1:** Solution(s) and Services Fee Schedule
  - Exhibit 2:** Maintenance & Support
  - Exhibit 3:** CentralSquare Access Management Policy
  - Exhibit 4:** Certificate of Insurance (Evidence of Coverage)
  - Exhibit 5:** Statement of Work
  - Exhibit 6:** CentralSquare RFP Response (included by reference but not attached)

**EXHIBIT 1**  
**Solutions(s) and Services Fee Schedule**

**FINANCE ENTERPRISE, HR/PAYROLL**

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
5.	Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	1	103,330.00	- 23,330.00	80,000.00
6.	HCM Employee Finance Enterprise: Advanced SaaS Subscription Annual Subscription Fee	600	15.00		9,000.00

**Finance Enterprise, HR/Payroll Software Subtotal** 112,330.00 USD  
**Finance Enterprise, HR/Payroll Software Discount** - 23,330.00 USD  
**Finance Enterprise, HR/Payroll Software Total** 89,000.00 USD

**CLEARGOV**

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	ClearGov Capital Budgeting Annual Subscription Fee	1	7,475.00	7,475.00
2.	ClearGov Digital Budget Book - Civic Edition Annual Subscription Fee	1	6,825.00	6,825.00
3.	ClearGov Operational Budgeting - Civic Edition Annual Subscription Fee	1	11,472.50	11,472.50
4.	ClearGov Personnel Budgeting Annual Subscription Fee	1	10,920.00	10,920.00

**ClearGov Software Total** 36,692.50 USD

**UKG READY**

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
7.	UKG Ready ACA Manager Per Employee Annual Subscription Fee	600	4.95		2,970.00
8.	UKG Ready Accruals Per Employee Annual Subscription Fee	600	9.90		5,940.00
9.	UKG Ready Benefits Per Employee Annual Subscription Fee	600	54.45	- 4,998.00	27,672.00
10.	UKG Ready Compensation Per Employee Annual Subscription Fee	600	9.90		5,940.00
11.	UKG Ready HR Per Employee Annual Subscription Fee	600	59.40	- 29,946.00	5,694.00
12.	UKG Ready Integration Hub Annual Subscription Fee	1	0.00		0.00
13.	UKG Ready Leave Per Employee Annual Subscription Fee	600	14.85		8,910.00
14.	UKG Ready Performance Management Per Employee Annual Subscription Fee	600	9.90		5,940.00
15.	UKG Ready Recruiting Per Employee Annual Subscription Fee	600	9.90		5,940.00
16.	UKG Ready Time Keeping Per Employee Annual Subscription Fee	600	59.40	- 10,074.00	25,566.00

**UKG Ready Software Subtotal** 139,590.00 USD  
**UKG Ready Software Discount** - 45,018.00 USD  
**UKG Ready Software Total** 94,572.00 USD

**WHAT SERVICES ARE INCLUDED?**

**CLEARGOV**

DESCRIPTION	TOTAL
1. ClearGov Implementation Services - Fixed Fee	6,240.00
<b>ClearGov Services Total</b>	<b>6,240.00 USD</b>

**FINANCE ENTERPRISE, HR/PAYROLL**

DESCRIPTION	TOTAL
2. Finance Enterprise: Advanced SaaS Subscription Cloud Setup Fee	10,000.00
3. Public Admin Travel & Living Estimate	40,000.00
4. Public Administration Consulting Services - Fixed Fee	353,925.00
5. Public Administration Data Conversion Services - Fixed Fee	25,155.00
6. Public Administration Project Management Services - Fixed Fee	89,115.00
7. Public Administration Technical Services - Fixed Fee	10,920.00
8. Public Administration Training Services - Fixed Fee	70,980.00
<b>Finance Enterprise, HR/Payroll Services Subtotal</b>	<b>600,095.00 USD</b>
<b>Finance Enterprise, HR/Payroll Services Discount</b>	<b>- 132,587.00 USD</b>
<b>Finance Enterprise, HR/Payroll Services Total</b>	<b>467,508.00 USD</b>

**UKG READY**

DESCRIPTION	TOTAL
9. UKG Ready Setup Fee Services (One Time Fee) - Fixed Fee	26,400.00
<b>UKG Ready Services Total</b>	<b>26,400.00 USD</b>

**Payment Schedule**

	<b>Finance Enterprise, HR/Payroll Implementation Services</b>
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1 <sup>st</sup> End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

**Payment Terms:**

- a. Cloud Set-Up Fee is 100% due upon Execution.
- b. CentralSquare Annual Subscription Fees (Finance Enterprise, HR/Payroll) are due: on the Go-Live Date, and annually thereafter on the anniversary of the Go-Live Date.
- c. Annual Support & Maintenance Fees are due as follows:
  - i. End Billing on NaviLine. Upon commencement of billing for the Annual Subscription Fees, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit 1.
  - ii. Credit. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Subscription Fee. The unused portion of paid Maintenance will consist of the amount unused as of Go-Live Date.
- d. Annual Software Maintenance Fees and Annual Subscription Fees shall increase by 5% year over year.
- e. If applicable, non-subscription Hardware Fees are due on the Execution Date.



- f. If applicable, Third-Party Software and Services Fees (UKG and ClearGov) are due on the Execution Date. Third-Party Annual Subscriptions Fees are due annually thereafter on the anniversary of the Execution Date.
- g. If applicable, Travel expenses shall be due as incurred , invoiced on a monthly basis for the travel expenses incurred in the preceding month.

**Invoice Terms:**

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date. . 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.

**Ancillary Fees:**

- a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
- b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 5% per annum until paid. In addition, Contractor may, after giving at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

**EXHIBIT 1A**  
**Solutions(s) and Services Fee Schedule**  
**(OPTIONAL)**

**UKG TELESTAFF**

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
17.	UKG Telestaff Cloud Annual Subscription Fee	100	142.56	14,256.00
18.	UKG Telestaff Integration Annual Subscription Fee	1	0.00	0.00

**UKG Telestaff Software Total**      14,256.00 USD

**UKG TELESTAFF**

	DESCRIPTION	TOTAL
10.	Public Administration Project Management Services - Fixed Fee	3,900.00
11.	UKG Telestaff Net New SMB Implementation (1-1000ee) One Time Fee - Fixed Fee	34,700.00

**UKG Telestaff Services Total**      34,700.00 USD

- a. City shall have the Option to purchase the software and services listed above by executing a Sales Order with CentralSquare no later than 240 days after the Effective Date of this Agreement. Such optional purchase shall be subject to the terms and conditions of this CentralSquare Solutions Agreement.
- b. If applicable, Third-Party Software and Services Fees (UKG) are due on the date of execution of any such Sales Order for the optional purchase. Third-Party Annual Subscriptions Fees are due annually thereafter on the anniversary of the Execution Date of the Sales Order.

## **EXHIBIT 2**

### **Maintenance & Support**

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

#### **1. Product Updates and Releases**

- 1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.
- 1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.
- 1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

#### **2. Support**

- 2.1. CentralSquare shall provide to Customer support via toll-free phone number 833-278-7877 or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.
- 2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

#### **3. Online Support Portal**

Online support is available via <https://support.centalsquare.com/s/contact-us>, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

#### **4. Exclusions from Technical Support Services**

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

#### **5. Customer Responsibilities**

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

- 5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.
- 5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

- 5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;
- 5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and
- 5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

#### 6. **Priorities and Support Response Matrix**

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
<b>Priority 1 – Urgent</b>	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
<b>Priority 2 – Critical</b>	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
<b>Priority 3 – Non-Critical</b>	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative.  Non-Critical Priority 3 issues may also be reported via <a href="https://support.centalsquare.com/s/contact-us">https://support.centalsquare.com/s/contact-us</a>
<b>Priority 4 – Minor</b>	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative.  Minor Priority 4 issues may also be reported via <a href="https://support.centalsquare.com/s/contact-us">https://support.centalsquare.com/s/contact-us</a>

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:
- 7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.
  - 7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
  - 7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
  - 7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.
8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
<b>Priority 1 – Urgent</b>	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
<b>Priority 2 – Critical</b>	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
<b>Priority 3 – Non – Critical</b>	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
<b>Priority 4 – Minor</b>	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

- 9. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.
- 9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.
- 9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.
- 10. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.
- 11. Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.
- 12. Technology Life Expectancy.** Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

**EXHIBIT 3**  
**CentralSquare Access Management Policy**

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies (“CentralSquare”) requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication (“FIPS”) 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

**BeyondTrust**

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting <https://securesupport.centalsquare.com>.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare’s support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

*Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency’s system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency’s system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

**Securelink**

Similar to BeyondTrust’s escorted session, Securelink may be utilized via “quick connect”. To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via “gatekeeper”. The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

**Summation**

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer’s network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.



# CERTIFICATE OF LIABILITY INSURANCE

Item 18.

DATE (MM/DD/YYYY)  
09/01/2023

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

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

<b>PRODUCER</b> MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326  CN130114897-EO/C-GAWU-23-24	<b>CONTACT NAME:</b> _____
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____
<b>INSURED</b> CentralSquare Technologies, LLC Superior, LLC TriTech Software Systems 1000 Business Center Dr. Lake Mary, FL 32746	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A :</b> The Charter Oak Fire Insurance Co. <b>NAIC #</b> 25615
	<b>INSURER B :</b> Phoenix Insurance Company <b>NAIC #</b> 25623
	<b>INSURER C :</b> Travelers Property Casualty Company Of America <b>NAIC #</b> 25674
	<b>INSURER D :</b> Travelers Casualty And Surety Company <b>NAIC #</b> 19038
	<b>INSURER E :</b> AIG Specialty Insurance Company <b>NAIC #</b> 26883
<b>INSURER F :</b> _____	

**COVERAGES**                      **CERTIFICATE NUMBER:** ATL-005614903-03                      **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	X		H-630-6S758660-COF-23	08/31/2023	08/31/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA-6S783539-23-I3-G	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP-6S801390-23-I3	08/31/2023	08/31/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-6S783668-23-I3-G	08/31/2023	08/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	E&O/Cyber			01-424-27-66	08/31/2023	08/31/2024	Limit	5,000,000
							SIR	1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent.

<b>CERTIFICATE HOLDER</b>  City of Cedar Falls Attn: Risk Management Office City Hall, 220 Clay Street Cedar Falls, IA 50613	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA LLC  <i>John Whittle</i>
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AGENCY CUSTOMER ID: CN130114897

LOC #: Atlanta



### ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> MARSH USA, LLC.		<b>NAMED INSURED</b> CentralSquare Technologies, LLC Superior, LLC TriTech Software Systems 1000 Business Center Dr. Lake Mary, FL 32746	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25      FORM TITLE: Certificate of Liability Insurance**

Excess E&O/Cyber:

Carrier: Indian Harbor Insurance Company

Policy Number: MTE9043949 02

Effective Date: 08/31/2023

Expiration Date: 08/31/2024

Limit: \$5M x \$5M



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

### **PROVISIONS**

- 1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2. The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

**COMMERCIAL GENERAL LIABILITY**

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
- (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR TECHNOLOGY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>A. Non-Owned Watercraft – 75 Feet Long Or Less</li> <li>B. Who Is An Insured – Unnamed Subsidiaries</li> <li>C. Who Is An Insured – Employees – Supervisory Positions</li> <li>D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li>E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</li> <li>F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</li> <li>G. Blanket Additional Insured – Broad Form Vendors</li> <li>H. Blanket Additional Insured – Controlling Interest</li> </ul> | <ul style="list-style-type: none"> <li>I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> <li>J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li>K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li>L. Medical Payments – Increased Limit</li> <li>M. Blanket Waiver Of Subrogation</li> <li>N. Contractual Liability – Railroads</li> <li>O. Damage To Premises Rented To You</li> </ul> |
|---|--|

### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

**COMMERCIAL GENERAL LIABILITY**

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

**D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only:
    - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
    - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
  - b. An organization, other than a partnership, joint venture or limited liability company; or
  - c. A trust;
- as indicated in its name or the documents that govern its structure.

**E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES**

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

**F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

- The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

**COMMERCIAL GENERAL LIABILITY**

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

**K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**L. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
  - a. \$10,000; or
  - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**M. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

#### **N. CONTRACTUAL LIABILITY – RAILROADS**

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;

- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

#### **O. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



POLICY NUMBER: H-630-68758660-COF-22

ISSUE DATE: 09-22-22

Item 18.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR NONRENEWAL  
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

**ALL COVERAGE PARTS INCLUDED IN THIS POLICY**

**SCHEDULE**

<b>CANCELLATION:</b>	<b>Number of Days Notice: 90</b>
<b>WHEN WE DO NOT RENEW (Nonrenewal):</b>	<b>Number of Days Notice: 90</b>

**PROVISIONS**

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
- B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

**POLICY NUMBER: UB-68783668-22-I3-G**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**

**Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **5. Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET ADDITIONAL INSURED**  
**(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART

**PROVISIONS**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
  - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **XTEND ENDORSEMENT FOR TECHNOLOGY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>A. Non-Owned Watercraft – 75 Feet Long Or Less</li> <li>B. Who Is An Insured – Unnamed Subsidiaries</li> <li>C. Who Is An Insured – Employees – Supervisory Positions</li> <li>D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</li> <li>E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</li> <li>F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</li> <li>G. Blanket Additional Insured – Broad Form Vendors</li> <li>H. Blanket Additional Insured – Controlling Interest</li> </ul> | <ul style="list-style-type: none"> <li>I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers</li> <li>J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises</li> <li>K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</li> <li>L. Medical Payments – Increased Limit</li> <li>M. Blanket Waiver Of Subrogation</li> <li>N. Contractual Liability – Railroads</li> <li>O. Damage To Premises Rented To You</li> </ul> |
|---|--|

### **PROVISIONS**

#### **A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS**

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

#### **B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.



## COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS**

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

**D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only:
    - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
    - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

**E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES**

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

**F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
  - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

**H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST**

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

**I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

## COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
  - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

**J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

**K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS**

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

**L. MEDICAL PAYMENTS – INCREASED LIMIT**

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

**M. BLANKET WAIVER OF SUBROGATION**

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

**N. CONTRACTUAL LIABILITY – RAILROADS**

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**O. DAMAGE TO PREMISES RENTED TO YOU**

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 00 03 13 (00) - 001**

POLICY NUMBER: UB-6S783668-23-I3-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**SCHEDULE**

**DESIGNATED PERSON:**

**DESIGNATED ORGANIZATION:**

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED  
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS  
WAIVER.**

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.



One Tower Square, Hartford, Connecticut 06183

CHANGE ENDORSEMENT

Named Insured:  
SUPERMOOSE HOLDCO, LLC

Policy Number: H-630-6S758660-COF-23  
Policy Effective Date: 08/31/23  
Issue Date: 09/20/23  
Premium \$ 0

INSURING COMPANY:  
THE CHARTER OAK FIRE INSURANCE COMPANY

Effective from 08/31/23 at the time of day the policy becomes effective.

THIS INSURANCE IS AMENDED AS FOLLOWS:

THE COMMON POLICY DECLARATIONS IS AMENDED AS FOLLOWS:

DELETING IL T4 21 03 16 - WAIVER OF GOVERNMENTAL IMMUNITY.

THE COMMERCIAL GENERAL LIABILITY COVERAGE PART IS AMENDED AS FOLLOWS:

ADDING CG F4 22 03 06 - GOV'T IMMUNITY ENDT - IOWA JURISDICTION  
AS PER ATTACHED.

NAME AND ADDRESS OF AGENT OR BROKER:  
MARSH-QSG-NEW YORK (XH215)  
1166 AVE OF THE AMERICAS  
NEW YORK, NY 10036

COUNTERSIGNED BY:

\_\_\_\_\_  
Authorized Representative

DATE: \_\_\_\_\_

IL T0 07 09 87 PAGE 1 OF 1  
OFFICE: SP-LONG ISLAND



**POLICY NUMBER: H-630-6S758660-COF-23**  
**EFFECTIVE DATE: 08-31-23**  
**ISSUE DATE: 09-20-23**

**LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS**

**THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS  
BY LINE OF BUSINESS.**

**IL T0 07 09 87    CHANGE ENDORSEMENT**  
**IL T8 01 10 93    FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS**

**COMMERCIAL GENERAL LIABILITY**

**CG F4 22 03 06    GOVERNMENTAL IMMUNITY ENDORSEMENT-IOWA**



## GENERAL LIABILITY



POLICY NUMBER: ~~H-630-6S758660-COF-23~~ISSUE DATE: ~~09-20-23~~**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GOVERNMENTAL IMMUNITY ENDORSEMENT – IOWA  
JURISDICTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Iowa Jurisdiction:****CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613****Description Of Project:**The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:****IOWA GOVERNMENTAL IMMUNITY**

- a. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, this insurance applies only to the extent that such claim or "suit" is not subject to any defense of governmental immunity under Iowa Code Section 670.4 and any amendment to that section.
- b. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, that Iowa jurisdiction will be responsible for asserting any defense of governmental immunity and must do so if requested in writing by us. Nothing contained in this endorsement shall prevent us from asserting any defense of governmental immunity on behalf of that Iowa jurisdiction.
- c. For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, we agree that:
  - (1) The purchase of this policy and including the Iowa jurisdiction as an additional insured under this policy does not waive any defense of governmental immunity available to such Iowa jurisdiction under Iowa Code Section 670.4 and any amendment to that section; and
  - (2) We will take the position that this insurance does not apply because of governmental immunity only after a court of law having jurisdiction over such claim or "suit" has ruled in favor of any defense of governmental immunity asserted by such Iowa jurisdiction.
- d. This preservation of governmental immunity does not change the coverage otherwise available under this policy.

## EXHIBIT 5

## Implementation Statement of Work

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Project: Cedar Falls, IA – Finance Enterprise and HR/Payroll with UKG and ClearGov

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning document, not the detailed requirements or design of the solution.

- **Project Start Date and Project Schedule**

Parties agree the Project Kickoff Meeting will be scheduled within thirty (30) days from the Effective Date of the Agreement. Parties will work together to create the project schedule within thirty (30) days from the kickoff date.

### Scope of Project

The project includes the CentralSquare core systems, Finance Enterprise and HR/Payroll, as detailed in Appendix A of this SOW. ClearGov and UKG Ready and UKG TeleStaff services are detailed in Appendices C, D and E.

- **Services Scope**

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation of the contracted products. Details related to the activities for each application included in this project can be found in Appendices of this SOW.

#### Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met.

#### Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

***Initiation:*** This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

***Planning:*** During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

CentralSquare deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope and respective budgets, as well as ensuring the customer's objectives are being met along the way. Any items determined to be out of scope will be immediately addressed by Central Square and customer Project Manager.

CentralSquare deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

#### Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services. Contracted services are detailed in the Appendices.

## APPENDIX A: CENTRALSQUARE FINANCE ENTERPRISE AND HR/PAYROLL

Item 18.

## FUNCTIONAL GROUPS:

The Finance Enterprise and HR/Payroll solution will be implemented for the City for the following modules:

- General Ledger
- Budgeting
- Accounts Payable
- Accounts Receivable
- Bank Reconciliation
- Cash Receipts/Cash Management
- Fixed Assets/Capital Assets
- Purchasing/Requisitions
- Person/Entity (Vendors/Customers)
- Human Resources
- Payroll
- Employee Online Basic
- Pcard
- Project Allocation
- Grants Management

## ANALYSIS:

During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

<b>Major Task</b>	<b>Description</b>
<b>Business Process Review</b>	Consultant meets with different areas of Finance and HR/Payroll reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to the different key functional areas. CentralSquare deliverable: Finance Enterprise and HR/Payroll Formal BPR Report and Recommendations.
<b>Data Migration Mapping</b>	The consultant will work closely with the agency's legacy data expert, to review the source data and map it to the proper target data field in Finance Enterprise.

## INSTALLATION:

Below are the major technical tasks included in this project. Significant tasks included:

Major Task	Description
<b>Installation of Pre-Prod of Finance Enterprise and Cognos Environments</b>	CentralSquare technical consultant will create a new pre-production environment in CentralSquare's hosted cloud. Details are included in Appendix B of this SOW.

**DATA MIGRATION:**

<i>Major Task</i>	<i>Description</i>
<b>Data Migration</b>	CentralSquare consultants will work with the City during the migration process. We will assist and train the client to use the data import tools.

**CONFIGURATION:**

Finalizing the Finance Enterprise configuration will be a collaborative process driven by the functional requirements discovered during the business process review and through consultative engagements between CentralSquare staff and the customer's Subject Matter Experts. Significant tasks include:

<i>Major Task</i>	<i>Description</i>
<b>System Configuration</b>	CentralSquare consultants will work with the City to configure the system to meet their needs. The configuration will be based on the findings of the Business Process Review. This configuration will be tested and adjusted as needed by the client.
<b>Workflow Creation</b>	CentralSquare consultants will work with the City to configure Workflow in accordance with the City's processes.
<b>Report Development</b>	CentralSquare consultants will work with the City to develop custom reports.
<b>Configuration Validation</b>	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.

**INTEGRATION/INTERFACES:**

Integrations and/or interfaces Included in this project:

<b>Integration/Interface</b>	<b>Use of System</b>	<b>Type of Integration/Interface (i.e., API, Web Service, Batch)</b>	<b>1-way/2-way/Bi-directional</b>	<b>Standard/Custom</b>	<b>Automated/Manual</b>
<b>UKG</b>	UKG Ready Suite	Batch Files	Bi-Directional	Standard	Both automated and manual
<b>UKG</b>	UKG TeleStaff	Batch Files	Bi-Directional	Standard	Manual
<b>ClearGov</b>	Budgeting	Batch	Bi-Directional	Standard	Manual

**TRAINING:****Application Workshops**

Application workshop training classes designed as hands-on workshops to Train-the-Trainer. These classes generally are limited to a maximum of twelve participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers) and should be attended by functional experts in the specific application area.

Core Solution	Training Type	Intended Audience	Topics	Location
<b>Finance Core Training</b>	CST Instructor-led Training	Train the Trainer Client functional experts will attend	Accounts Receivable, Accounts Payable, Cash Receipts, Bank Reconciliation, Fixed Assets	Remote or Onsite TBD
<b>General Ledger Training</b>	CST Instructor-led Training	Train the Trainer Client functional experts will attend	General Ledger & Budget	Remote or Onsite TBD
<b>HR/Payroll Training</b>	CST Instructor-led Training	Train the Trainer Client functional experts will attend	Human Resources, Payroll	Remote or Onsite TBD
<b>Cognos Analytics</b>	CST Instructor led Training	Report writers and users	Overview and general navigation. Report building techniques and skills	Remote or Onsite TBD

### End-User Training

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. With the decision to choose CentralSquare facilitated training, an instructor provides training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. These classes generally are limited to a maximum 10-12 participants (or as determined by mutual agreement of the CentralSquare and Customer Project Managers). Agendas for each module will be based on specific configuration and workflows established during the implementation.

### TESTING:

Testing will assess your team's readiness for Go Live. It is an iterative process, conducted by the client, to verify the configured solution meets the stated functional requirements. Testing matrix/plan will be provided to assist the City with testing. This phase is especially important to ensure a smooth transition at go-live. Significant tasks include:

Testing Tasks	Definition
Planning	CST will work with the System Administrator to develop an Acceptance Test Plan to verify the configured solution meets the stated functional requirements. This Plan will include user test scripts covering the various Finance functions
Issue Tracking	CST will collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
Issue Resolution	CST will work collaboratively to resolve all such issues, problems and malfunctions to the customer's satisfaction

Acceptance Testing	System Administrator will perform acceptance testing to ensure acceptance criteria items have been addressed, and certify Finance Enterprise is ready for “go-live”
Parallel Testing	CentralSquare will assist with parallel testing for payroll. We will assist with running three full parallel payrolls prior to Go Live.

**DEPLOYMENT:**

Starts with the completion of your production environment. Then, we conduct a mock Go Live. Finally, once both teams agree on readiness, we Go Live. Significant tasks include:

Major Task	Description
<b>Configuration Validation</b>	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
<b>Plan Cutover Schedule and Communications</b>	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
<b>Testing Ends Sign Off</b>	Both parties will acknowledge the completion of testing by signing the Testing Ends document.
<b>Execute Go Live</b>	The Client transitions from their legacy system to the Finance Enterprise system and conducts their normal day-to-day business.
<b>Go Live Support</b>	This session will be used to provide support for Go Live. The topic will be determined by client needs.

## APPENDIX B: Cloud Services (Cloud Services – Hosted)

CentralSquare and Customer will conduct the following as part of this project. SAAS

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Creation	Initial Creation of CentralSquare's Finance Enterprise software	<p>Attend Discovery Call</p> <p>Provide necessary information for the environment build.</p> <p>Provide a list of network printers</p> <p>Work with CST team to choose the authentication method</p> <p>Provide a list of users, if needed</p> <p>Work with Networking team to verify the site- to-site VPN is properly configured.</p>	<p>Discovery Call</p> <p>Complete install and data migration</p> <p>Work with client team to choose the authentication method</p> <p>Work with client to verify the site-to-site VPN is properly configured.</p>
2.	Test Account Creation	Test Account Creation is the creation from the production environment once the client goes live.	Validate Account	Create Test Account
3.	Cognos Environment Creation	Creation of the Cognos Analytics pre-production environment.	Validate Account	Complete install and migrate client reports

### Assumptions

- CentralSquare will migrate Customer data into the Finance Enterprise database and confirm that the Finance Enterprise software's primary system functions are available.
- CentralSquare will install the Finance Enterprise software into our Private Cloud environment, managed by our Cloud services team and provide access to the Customer through a standard URL, secured over a site-to-site VPN tunnel. The customer uses their own network appliance as the VPN endpoint, and they are responsible for the management of that end of the tunnel. Our network resources would work with them on the specifications and configuration.
- At the request of the client, CentralSquare will provide an additional quote for VPN hardware appliance that the customer installs on site and CentralSquare manages remotely.
- CentralSquare will configure Cisco AnyConnect VPN client access, but only for Disaster Recovery purposes. It is limited to 10 connections. Additional connections can be added for an additional cost.
- CentralSquare will complete all work remotely



- CentralSquare will create one (1) Production Environment and one (1) Test Environment as part of the Agreement. Additional accounts will require additional hours and hosting fees, added under separate quote by mutual written agreement at CentralSquare's prevailing rates.
- CentralSquare can assist the client with Azure AD (OIDC), which is compatible with version 21.1 or greater. CentralSquare will configure those parts of the integration that are required and accessible for the cloud environment. There are some tasks that CST will require client assistance. Once the configuration is complete, this will be tested by the client.
- CentralSquare can assist the client with Okta SAML and Azure AD SAML, which is compatible with version 21.2 or greater. CentralSquare will configure those parts of the integration that are required and accessible for the cloud environment. There are some tasks that CST will require client assistance. Once the configuration is complete, this will be tested by the client.

**Central Square Roles and Responsibilities:**

- Will stand up the new environments.
- URL's for the environment will remain the same following go-live.
- Will conduct a test to verify that CentralSquare applications have been installed and operating properly.

**Customer Responsibilities:**

- Participate in planning activities (conference calls, emails) with CentralSquare Application Installation Consultant and Technical Lead.

## APPENDIX C: ClearGov Services

This Statement of Work outlines the roles and responsibilities of both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process after the core financial and HCM services are implemented or a mutually agreed upon start date by both the Customer and ClearGov. All onboarding services and communications will be provided through remote methods.

### ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Based upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- As part of the financial data onboarding, the Sr. Data Onboarding Consultant schedules a Mapping Review call to show the client how we have mapped their data in our system. In most cases, the client will want to make changes, so we go through a process of getting their feedback and making their updates until the client approves the mapping. Once that is done, the Sr. Data Onboarding Consultant will do an in-product review with the client which is when they will see how it is displayed in the products. Testing is a joint effort between ClearGov and the client.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed and at the Customer's request, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

### Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.

- Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

## APPENDIX D: UKG Ready Services

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### Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos. Our Professional Services engagements are designed to help our customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

### Your Ready SaaS Solution

City of Cedar Falls and Kronos are deploying the following Ready modules with 1 location(s), EINS and 3 collective bargaining agreements(s).

<b>Core Modules</b>	<b>Employee es</b>	<b>Deployment s</b>	<b>Estimated Duration</b>
UKG READY TIME	600	1	100 Days
UKG READY ACCRUALS MANAGER	600	1	
UKG READY HR	600	1	
<b>Value Add Modules</b>	<b>Employee es</b>	<b>Deployment s</b>	<b>Estimated Duration</b>
UKG Ready ACA Manager	600	1	15 Days
UKG Ready Recruiting	600	1	30 Days
UKG Ready Compensation	600	1	15 Days
UKG Ready Performance Management	600	1	30 Days
UKG Ready Leave	600	1	30 Days

### City of Cedar Falls and Kronos Collaboration

A successful Professional Services Engagement will require close collaboration between City of Cedar Falls and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the Ready solution that meets your organization's specific requirements. Your organization's participation and commitment to the project goals and timeline are critical to help ensure success.

The Estimated Duration stated above is an estimate based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be an opportunity to accelerate the completion of this engagement. However, the Estimated Duration may be exceeded based on the level of preparedness, bandwidth, and skill level of your available resources. Other examples that may extend the Estimated Duration include: separate deployments of the solution, having a unionized workforce, and policies that vary across employee groups.

## Core Functionality Deliverables

Working in close collaboration, City of Cedar Falls and Kronos will deploy the following core modules and functionality. Any quantified deliverables listed herein are based on services deliverables and are not to be considered system constraints.

Ready Core	Kronos Delivered Value
<p><b>UKG Ready Time</b></p>	<p>UKG Ready Time deployment gets you started with the ability to accept punches and pay employees accurately through these core components:</p> <ul style="list-style-type: none"> <li>• Total Cost Centers</li> <li>• Profiles               <ul style="list-style-type: none"> <li>• Timesheet</li> <li>• Time Off Request</li> <li>• Pay Calculations</li> <li>• Pay Prep</li> <li>• Security</li> <li>• Points</li> </ul> </li> <li>• Tables               <ul style="list-style-type: none"> <li>• Rate</li> <li>• Holiday</li> </ul> </li> <li>• Manager Levels</li> <li>• Employee Perspective Scorecards</li> <li>• Workflows               <ul style="list-style-type: none"> <li>• Time Off Requests</li> <li>• Timesheet Change Requests</li> </ul> </li> <li>• Schedules               <ul style="list-style-type: none"> <li>• Daily Rules</li> <li>• Work Schedule Profiles</li> </ul> </li> <li>• Pay Periods</li> <li>• Counters</li> <li>• Time Off Categories</li> <li>• Reports               <ul style="list-style-type: none"> <li>• 61 commonly used pre-configured reports are included in the implementation</li> <li>• Kronos will configure up to 5 additional custom reports using the standard functionality in the software</li> </ul> </li> <li>• Timekeeping Admin Training</li> </ul>
<p><b>UKG Ready Accruals Manager</b></p>	<p>UKG Ready Accruals Manager adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time off policies through:</p> <ul style="list-style-type: none"> <li>• Consistent enforcement of policy</li> <li>• Configurable calculation methods &amp; grants</li> <li>• Time-Off routing &amp; approval workflow (requires UKG Ready Time)</li> <li>• Time-Off requests at data collection devices</li> <li>• Automatic updates to schedule &amp; timecard (requires UKG Ready Time)</li> <li>• Visibility to projected balances</li> <li>• Automatic balance reduction (requires UKG Ready Time or UKG Ready Payroll)</li> <li>• View time-off calendars for groups</li> </ul>

	<ul style="list-style-type: none"> <li>• Mobile access</li> <li>• One-Time data load using customer-supplied data for current year in a standard Kronos-supplied format</li> <li>• Configure accruals profiles and assign to employees</li> </ul> <p><b>Please note</b> that UKG Ready Accruals Manager requires UKG Ready Time.</p>
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<p><b>UKG Ready HR</b></p>	<p>UKG Ready HR <i>core functionality</i> deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components, through:</p> <ul style="list-style-type: none"> <li>• Core employee demographics <ul style="list-style-type: none"> <li>• Up to 10 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Onboarding</li> <li>• Checklists <ul style="list-style-type: none"> <li>• Up to 10 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Personnel management</li> <li>• Benefits administration</li> <li>• Open enrollment / life event</li> <li>• Workflows <ul style="list-style-type: none"> <li>• Up to 10 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• HR documents &amp; forms <ul style="list-style-type: none"> <li>• Up to 10 custom forms will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Incident tracking</li> <li>• Certification / Credential</li> <li>• Asset management</li> <li>• Compliance reporting</li> <li>• Standard reporting</li> <li>• One-Time data load using customer-supplied data for current calendar year in a standard Kronos-supplied format</li> <li>• Interface bundle using customer supplied data in standard file formats</li> <li>• HR Admin Training</li> </ul>
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<p><b>UKG Ready Benefits</b></p>	<p>UKG Ready Benefits deployment gets you started with the end-to-end benefit administration process with the ability to automate carrier connectivity through:</p> <ul style="list-style-type: none"> <li>• Employee Self-Service capabilities including open enrollment/life events</li> <li>• Dependent and beneficiary record keeping</li> <li>• Drag-n-Drop scheduling tools</li> <li>• One time data load of benefit enrollments, including dependents and beneficiaries</li> <li>• Benefit maintenance training</li> <li>• 10 carrier feeds including benefit providers, COBRA connectivity to a TPA, and Financial Connectivity (Each file needed, even to the same vendor, will count as one feed)</li> <li>• Smart Forms</li> <li>• Standard Reporting</li> </ul>
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	UKG Ready Payroll for retirement/457(k) feeds
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**Value-Add Functionality Deliverables**

Once your core functionality is deployed, Kronos will work in close collaboration with City of Cedar Falls to deploy the following Value-Add modules and/or functionality over time in short, agile deployments aligned with your priorities, schedule, and resources:

Value-Add	Kronos Delivered Value
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<p><b>UKG Ready Leave</b></p>	<p>UKG Ready Leave adds comprehensive leave administration through:</p> <ul style="list-style-type: none"> <li>• Federal &amp; state leave policy enforcement</li> <li>• Employer-specific leave policy enforcement</li> <li>• Qualifying questionnaire</li> <li>• Leave eligibility, type &amp; duration determination</li> <li>• Leave case routing workflow</li> <li>• Leave case life cycle monitoring</li> <li>• Leave hour interface with timesheets</li> <li>• Employee self-service leave request &amp; history</li> <li>• Standard reporting &amp; email notification alerts</li> <li>• One-Time data load using customer-supplied data – current leave cases, leave case entries &amp; entitlement balances in a standard Kronos-supplied format</li> </ul> <p><b>Please note:</b> This module provides maximum value when used with UKG Ready Time, UKG Ready Accruals &amp; UKG Ready HR.</p>
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<p><b>UKG Ready ACA Manager</b></p>	<p>UKG Ready ACA Manager provides proactive administration of your ACA compliance strategy across the Ready solution through:</p> <ul style="list-style-type: none"> <li>• Configurable time periods &amp; rules</li> <li>• Set measurement periods &amp; hours threshold</li> <li>• Calculation of employee ACA full-time (FT) status</li> <li>• Identify employees ACA standing by month</li> <li>• Flag part-time (PT) employees approaching ACA FT status</li> <li>• Flag ACA FT employees no longer qualifying</li> <li>• Calculation of plan’s affordability*</li> <li>• Settings for minimum value plan**</li> <li>• Year-End government compliant forms</li> <li>• Standard ACA compliance reporting</li> <li>• One-Time Data load using customer-supplied data – EE hours for look back in a standard Kronos-supplied format</li> </ul> <p>*ACA Function requires UKG Ready Payroll                  **ACA Function requires UKG Ready HR</p> <p><b>Please note:</b> This module provides maximum value when used with UKG Ready Time, UKG Ready HR &amp; UKG Ready Payroll.</p>
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<p><b>UKG Ready Compensation</b></p>	<p>UKG Ready Compensation automates the entire compensation management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> <li>• Configurable compensation cycles</li> <li>• Tie compensation to performance outcomes</li> <li>• Import/export Excel-based compensation proposals</li> <li>• Routing &amp; approval workflows</li> <li>• Complete compensation process visibility</li> <li>• Budget vs. proposed comparison</li> </ul> <p><b>Please note:</b> UKG Ready Compensation requires UKG Ready HR.</p>
<p><b>UKG Ready Performance</b></p>	<p>UKG Ready Performance provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> <li>• Full Performance Configuration</li> <li>• Up to 3 review profiles will be configured by the Kronos project team, however the Customer can configure as many as needed</li> <li>• Performance Development - Customer will be trained on how to setup Goal Categories, Goal Types and how to assign them to Employees. Customer will be responsible for the setup of each development area.</li> </ul> <p><b>Please note:</b> UKG Ready Performance requires UKG Ready HR.</p>
<p><b>UKG Ready Recruiting</b></p>	<p>UKG Ready Recruiting provides proactive administration of your Recruitment strategy across the Ready solution through:</p> <ul style="list-style-type: none"> <li>• Applicant Configuration</li> <li>• Job Requisitions</li> <li>• Workflows <ul style="list-style-type: none"> <li>• Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Applicant Administration</li> <li>• Checklists <ul style="list-style-type: none"> <li>• Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Tracking/recruitment custom forms <ul style="list-style-type: none"> <li>• Up to 5 custom forms will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Talent tracking – training, skills, certifications</li> <li>• Communication and Notification templates <ul style="list-style-type: none"> <li>• Up to 5 will be configured by the Kronos project team, however the Customer can configure as many as needed</li> </ul> </li> <li>• Standard reporting</li> </ul> <p><b>Please note:</b> UKG Ready Recruiting requires UKG Ready HR.</p>



<b>UKG Ready Integration Hub</b>	UKG Ready Integration Hub enables data to flow between Ready and 3 <sup>rd</sup> party
	<p>applications and/or vendors. If the 3<sup>rd</sup> party application and/or vendor does not accept the standard Ready formatting and/or methods for automated delivery, a formatted file will be delivered instead. The customer is responsible for providing import files to Kronos in the standard Ready format and utilizing the standard Ready delivery method. Kronos will deliver a standard bundle of up to 5 interfaces as part of this project. Each direction (to/from) any 3<sup>rd</sup> party system and Kronos is considered a separate interface. Interfaces will be accomplished via standard file Exchange. Customer will work with Kronos and 3<sup>rd</sup> party vendors to facilitate design and testing. The Method of the file exchange will be determined by UKG Ready Professional Services Delivery Team. Kronos will provide standard Import/Export files using UKG Ready Integration Hub. Customer will work with the 3<sup>rd</sup> parties and Kronos to provide the data in the Kronos format for imports. Kronos will create a report from standard Ready fields in the 3<sup>rd</sup> party format to send to the 3<sup>rd</sup> party system.</p> <p>The types of interfaces/integrations that can be supplied under this project include:</p> <ul style="list-style-type: none"> <li>• UKG Ready Time Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• UKG Ready Accruals Interface bundle using customer-supplied</li> </ul> </li> <li>• UKG Ready Scheduler Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• Employee Availability Import from 3<sup>rd</sup> party system</li> <li>• Schedule detail export</li> </ul> </li> <li>• UKG Ready HR Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• Benefit enrollment exports</li> <li>• Employee deduction election imports</li> <li>• Employee demographic exports</li> </ul> </li> <li>• UKG Ready Payroll Interface bundle using customer-supplied data in standard file formats <ul style="list-style-type: none"> <li>• ACH payroll employee direct deposit file exports</li> <li>• ACH payroll payment for vendors (e.g., 457k, HSA, garnishments, etc.)</li> <li>• Payroll employee withholding amount exports</li> <li>• Pension enrollment export (e.g., 457k)</li> <li>• Pension census export (e.g., 457k)</li> <li>• New hire reporting export</li> <li>• Positive pay export</li> <li>• Payroll journal export to G/L, 1 acct structure</li> <li>• Tax payment &amp; filing Interface</li> </ul> </li> </ul> <p>Kronos will use commercially reasonable effort to ensure all integrations/interfaces provide for the vendors below are designed in a manner which they can successfully pass data contained in standard Ready data fields to said 3<sup>rd</sup> party vendor and/or can accept data from said 3<sup>rd</sup> party vendor into Ready standard data fields. Below are some examples of interfaces which are typically part of the Integration Hub. Vendors and integration types may vary by customer.</p> <ul style="list-style-type: none"> <li>• John Hancock Retirement Planning Service</li> <li>• Blue Cross Blue Shield of Texas</li> <li>• HSA Bank</li> </ul>

	<ul style="list-style-type: none"> <li>• Discovery Benefits</li> <li>• Bankers Fidelity</li> <li>• The Standard</li> </ul> <p><b>Please note:</b> Non-standard, multi-directional, or API based integrations/interfaces are not included in the scope of this project. Custom Reports that cannot be delivered through the standard software functionality are also not included. If such integrations or reports are required, a separate quote will be provided after all requirements and specifications have been received.</p>
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### Administrator and Super User Training

Included in each Customer’s software subscription, Kronos will provide the following training:

Ready Core Training	Kronos Delivered Value
<b>Administrator and Super User Training</b>	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> <li>• Learning Center, Ready’s learning management system and training delivery platform, for each user. Learning experiences found within include, but not limited to:                             <ul style="list-style-type: none"> <li>• Interactive self-paced, on-demand modules</li> <li>• “How to” videos and snippets</li> <li>• Printable job aids</li> </ul> </li> <li>• Recommended learning plan(s) aligned to each user’s roles within Ready</li> <li>• Online, public instructor-led class(es)</li> <li>• “Train the Trainer” enablement and materials                             <ul style="list-style-type: none"> <li>• Editable templates and tools to be leveraged by the administrators to deliver manager and employee training</li> <li>• Manager and employee-focused job aids for common tasks within Ready</li> </ul> </li> </ul>
<b>Change Management and User Adoption Training</b>	<p>Each Customer will have access to:</p> <ul style="list-style-type: none"> <li>• Change management training for the project team on building a change management plan for Customer’s organization</li> <li>• Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer’s change management plan</li> </ul>

### Assumptions & Notes

Kronos has used the following assumptions and dependencies in preparing this Professional Services Engagement Overview:

- All services will be delivered remotely, unless otherwise noted in the payment terms or requested in writing to your project manager.
  - Please note that in the event that Customer requests Kronos to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, incurred by Kronos.
  - Such expenses shall be subject to the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request.
  - Customer will be billed for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice in accordance with the terms set forth in Exhibit 1.
- The customer agrees to accept specific responsibilities as part of this project including:
  - Completing all required, Kronos supplied templates used to complete the Discovery process
  - Physical installation and/or mounting of all time clocks associated with this project.
    - Kronos will complete the configuration of up to 5 clocks and will provide training to the Customer's staff to replicate additional configurations
    - The Customer will configure any additional clocks unless otherwise agreed upon by both parties
  - Configuring the Customer's network to allow inbound/outbound communications to and from the clocks, based on specifications provided by Kronos
  - Providing all required tax and wage history information (when applicable) for the configuration of Tax Filing services
  - Providing all required data imports in the approved Kronos format
  - Providing all required specifications for any exports from Kronos to a 3rd party system
- Prior to the start of the configuration build, the Customer will confirm (in writing) the business and technical requirements of the project as part of the Ready Professional Services Discovery process.
- Kronos will communicate with Customer's Project Manager, the appointed Point of Contact for Customer on this project. He/she will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for Customer.
- Customer is responsible for all hardware, software, and services provided by other consultants or third party vendors that may also be involved with the project.
- Kronos will not be responsible for troubleshooting the Customer's environment such as their operating system, hardware resources, database schema, or any applications and/or hardware not provided by Kronos.
- Change Orders are subject to scope review and may impact the project timeline or cost. If additional work beyond the initial scope of this Professional Services Engagement Overview is required as a result of a Change Order, that is reviewed and accepted in writing prior to any additional work beyond the initial scope beginning, the Customer may be charged.
- During the testing phase, the customer will be responsible for leading testing and providing documentation of testing results back to the Kronos implementation team. Testing will be done with the City during the test phase. Testing workbooks for each of the core applications and value adds that walks step by step through each type of scenario will be used to test. For example, pay calculations, time calculations, benefit calculations, and workflows are tested for processing all the way through to end user adoption success, tax calculations, accruals etc.

## Project Delays

Should the need arise to place a project on hold due to issues not controlled by Kronos, Kronos will collaborate with a client to ensure appropriate project hold/delay procedures are executed. Secondly, Kronos reserves the right to execute project hold/delay procedures as a result of, but not limited to (1) a client not attending or cancelling more than three scheduled meetings or (2) if the client has been unable to contribute required deliverables to milestones to close the project or (3) has become non-responsive after 10 business days.

When resuming the project Kronos will follow normal assignment and staffing procedures. This may result in a new or modified project team based on resource availability at the time of re-engagement.

## UKG/Kronos Change Orders

Requests for change to this Professional Services Engagement Overview or the project it covers must be submitted to your project manager in writing.

Any of the following items will be considered Out of Scope and require a Change Order:

- Material changes in the Scope or effort (i.e. # of deployments or EIN's, request of onsite assistance, etc.)
- Material changes in the number or type of Deliverables to meet the defined scope of effort (i.e. additional integrations, profiles, etc.)
- Changes to the project resource requirements
- Changes to scheduled dates after acceptance of the Project Plan

Kronos will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of project covered under this Professional Services Engagement Overview. Kronos will perform the requested work once the Change Order has been completed and signed by the Customer.

## Completion Criteria

The project covered under this Professional Services Engagement Overview will be considered complete when all of the following completion criteria is met. Once one of these is met, no further work will be completed. If additional work is required, a Change Order or new Professional Services Engagement Overview must be generated.

Completion Criteria:

- The Customer has approved in writing
- The system has been used to generate, retain, or export data that is used to produce a live pay statement for an active employee, including but not limited too, confirming accruals, deductions and calculations have been completed successfully. This will be confirmed for all two parallel payrolls.
- The Customer may provide approval in writing via email or an alternative agreed upon method

## APPENDIX E: UKG TeleStaff Services

CentralSquare and UKG agree that this module will be optional pricing held for eight (8) months from contract execution. If the City chooses to use Telestaff, UKG will need to work with the City to right size the services pricing to include number of users and functionality via a change order.

### Purpose and Overview of Engagement

This Professional Services Engagement Overview outlines the scope of services to be provided by Kronos. Our Professional Services engagements are designed to help our customers successfully implement your Core Modules, as well as enable you to easily layer Value-add Modules and functionality over time based on your priorities, schedule, and resources.

The UKG Dimensions™ Scope Statement described herein is fixed scope based.

## UKG Dimensions Solution

City of Cedar Falls and Kronos are onboarding the following UKG Dimensions entitlements with:

Core Entitlement	On-boarding Type	Number of Employees
UKG TeleStaff SMB	Net New	80

### CITY OF CEDAR FALLS and Kronos Collaboration

A successful project requires close collaboration between CITY OF CEDAR FALLS and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the UKG Dimensions solution in support of your organization's business outcomes. Your organization's participation and commitment to the project goals and timeline are critical to ensure success.

The Kronos onboarding process is driven by value and enabling business outcomes. This approach is focused on accelerated time to value using tools and techniques, such as industry and region-specific configuration, Kronos process recommendations, dynamic documentation, and accelerated testing processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

### Project Overview

- Project Management services include:
  - Kronos Project Manager working with CentralSquare and Customer Project Managers to jointly run the project.
  - Transition to Kronos Global Support after the first deployment go-live.
  - Maintain project workspace, work plan, issues and risks management, weekly status calls and reports.
- Implementation:
  - Fixed scope implementations are designed to deliver value quickly to your organization. Project timelines generally span 6-8 months depending on the number of entitlements selected. Onboarding support for these time spans are included in the scope. Extended project timelines requested by customers can be supported with additional professional services and will be agreed via change order.

- Remote Implementation approach:
  - Kronos will conduct one Solution Development Workshop with the customer project team to create one solution design for the customer's organization.
  - The customer team will conduct one testing cycle to accept that solution, which Kronos will support.
  - Kronos will support one production go-live and provide knowledge transfer to allow you to be self-sufficient in any subsequent phased go-lives you choose to conduct for that module.
  
- Deployed Solution:
  - Two tenants (1 Production, 1 Non-Production) will be designed and deployed with entitlements. The Non-Production environment may be refreshed from Production to support testing and training activities. Onboarding work will deliver configured solutions that operate on all supported desktop and mobile client platforms.
  - Kronos will deliver the integrations using the Boomi™ UKG Dimensions Integration Platform. Integrations are based on predefined templates and are assumed to be low to medium complexity. Interfaces are scheduled via UKG Dimensions and transfers data via flat files (CSV) to the UKG Dimensions secure FTP (SFTP) environment.
  
- Educational Services:
 

Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Application(s) and Customer's business processes.

Kronos' training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in the deployment methodology. Having role-based training classes ensures Customer's team members are trained on the processes they will use in their day-to-day interactions with the system. The timing of this training is key. Kronos aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training. End users (i.e. Managers and Employees) use a train the trainer model for learning. Customer is responsible for train the trainer learning for their managers and employees.
  
- Virtual Learning Environment Training
 

Kronos shall provide its live, hands-on classroom training, including a comprehensive agenda and facilitation by a trained and knowledgeable instructor, delivered to Customer's personnel via the Internet. Training is intended for the following audiences:

  - Core Team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.
  - Application & System Administrator to prepare functional and technical super users to perform their most common tasks in the solution
  
- Self-Paced Training
 

Kronos shall provide self-paced product training.

Note: Kronos also offers fee-based consulting services that are not included under the terms of the Training Services referenced above.

## Core Deliverables

Working in close collaboration, CITY OF CEDAR FALLS and Kronos will on-board the following core entitlements and functionality:

Core	Kronos Delivered Value
<b>UKG TeleStaff</b>	<ul style="list-style-type: none"> <li>• One-time data import of customer supplied person data in UKG format</li> <li>• Leave Requests</li> <li>• Shift Trades</li> <li>• Accrual Management with a one-time data import of customer supplied accrual data in UKG format</li> <li>• Event Deployment</li> <li>• Signup Processes</li> <li>• Overtime/Off Duty Scheduling Processes</li> <li>• Minimum Staffing</li> <li>• Fatigue Rules</li> <li>• SMS Configuration (Text via Twilio)</li> <li>• Bidding (see below)</li> <li>• Standard Payroll Export</li> <li>• Standard Reports</li> <li>• Authentication (SSO/LDAP)</li> <li>• One 8-hour remote consultant training session: Admin, Bid Admin, or Scheduler</li> <li>• Standard integration with UKG timekeeping product</li> <li>• One production cutover</li> </ul> <p><b>Scope assumptions:</b></p> <ul style="list-style-type: none"> <li>• Includes 1 Institution               <ul style="list-style-type: none"> <li>• Includes 1 unique business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications)</li> <li>• Includes 1 administrative schedule group with no staffing rules</li> </ul> </li> <li>• Customer is responsible for data setup for:               <ul style="list-style-type: none"> <li>• Events</li> <li>• Assignment Templates</li> </ul> </li> <li>• Bidding:               <ul style="list-style-type: none"> <li>• One type of award (i.e. one PTO Type/Assignment) is included</li> <li>• Includes one bidding group. A bidding group is defined as having a unique set of qualifying rules that determines the bid order.</li> <li>• The execution of the bid includes 1 bid, 1 win, and 1 award cycle.</li> <li>• Cloning of Bids is the customer's responsibility</li> <li>• Additional award types, bidding groups, execution steps, or cloning will require Additional Scoped Services to be define</li> </ul> </li> </ul>

*Item 18.*



SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Between

THE CITY OF CEDAR FALLS, IOWA AND BERRY, DUNN, MCNEIL & PARKER, LLC

This Second Amendment to Professional Services Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Cedar Falls, Iowa, an Iowa municipality (hereinafter "City") whose address is 220 Clay Street, Cedar Falls, Iowa 50613, and Berry, Dunn, McNeil & Parker, LLC (hereinafter "Contractor") whose address is 2211 Congress Street, Portland, ME 04102.

WHEREAS, the City and the Contractor entered into a certain Professional Services Agreement dated October 6, 2021, which form of agreement was approved by the City Council of the City via Resolution No. 22,563, on October 4, 2021, which established the terms and conditions whereby the Contractor would provide consulting services to the City relative to the selection process for replacement of the City's financial software (hereinafter "Agreement"); and

WHEREAS, the City and the Contractor executed a First Amendment to Professional Services Agreement dated February 6, 2023 (hereinafter the "First Amendment") that expanded the initial scope of services necessary from the Contractor that was stated in the Agreement; and

WHEREAS, additional services are requested of the Contractor to assist the City in Project Management of the Implementation Phase for the new finance system.

WHEREAS, Section 23.2 of the Agreement allows for amendment; and

WHEREAS, the City and the Contractor have reached agreement on the terms of a second amendment to the Agreement to add an additional \$511,080 expenditure for project management services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Exhibit A of the Agreement, as amended in the First Amendment is hereby further amended by Exhibit B.
2. The City and Contractor hereby acknowledge and agree that all of the terms and conditions of the Agreement as amended in the First Amendment, including Exhibits, remain the same and are hereby ratified and confirmed, except as otherwise expressly amended in this Second Amendment to Professional Services Agreement.

IN WITNESS WHEREOF, City and Contractor have executed this Second Amendment to Professional Services Agreement effective as of the date first stated above.

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Daniels, MMC, City Clerk

Berry, Dunn, McNeil & Parker, LLC

By:   
Its \_\_\_\_\_  
Jonathan Grace, Principal

**BerryDunn**  
**City of Cedar Falls, IA (City)**  
**Enterprise Resource Planning (ERP) System Implementation Project Management Scope of Services**

**Exhibit B - Scope of Services and Fee Schedule**

Below we present our detailed work plan to complete the City's requested scope of services.

<b>Implementation Assistance</b>
<p><b>1. Develop Project Charter.</b> Based on our initial project planning discussions, we will draft a Project Charter that encompasses the full scope of the City's implementation. This governance document will include a change management, stakeholder register, communication matrix, risk and issues register, and status report templates. We will provide the Project Charter in draft version to the City and facilitate a remote session with the City's PMT to discuss the documents and collect feedback. We will then update the documents and submit them to the City in final form.</p>
<p>▲ <b>D1. Project Charter</b></p>
<p><b>2. Review vendor implementation plans.</b> We will provide an in-depth review of the vendor's implementation plans, including the Management Plan and Project Plan. We will discuss our recommended changes and considerations with the City's project team before communicating requested changes to the vendor. The goal is to collaboratively discuss preferred changes based upon the City's, vendor's, and BerryDunn's collective experience and perspective for the most advantageous end products.</p>
<p>▲ <b>D2. Project Plan Review</b></p>
<p><b>3. Develop Project Management Documents.</b> Following the review of the vendor's plans, we will develop any necessary supplemental materials we believe to be critical to the City's implementation. These may include further definition of stakeholders, risk management, project documentation, and other items. The content areas will be determined by what is included in the vendor's plans with the goal of removing any redundancy that might cause confusion to project stakeholders. This documentation will be reviewed and confirmed with the City's project team before being put into use.</p>
<p>▲ <b>D3. Project Management Documents</b></p>
<p><b>4. Conduct implementation activities.</b> One of the keys to project success is enabling the City's teams to take on appropriate roles and responsibilities and to make informed decisions for both implementation and long-term operational success and ownership of the software. Our project management approach is designed with this in mind. We will provide specialized expertise throughout the project.</p> <p>Throughout the implementation, we will bring our prior implementation and local government experience to provide a forward-looking perspective, reduce risk, and promote the achievement of the goals and objectives for the project. We anticipate being involved in the following key project management or oversight activities of the implementation, as shown below and on the following page.</p>

No	Key Implementation Activity	Project Management	
		Lead	Assist
1	Reviewing the Project Plan and Schedule in conjunction with other PMT members	✓	
2	Managing the project scope, deliverables, and timeline with assistance from other PMT members	✓	
3	Helping to ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track	✓	
4	Coordinating project tasks with assistance from other PMT members	✓	
5	Functioning as the main point of contact for the vendor's project manager, participating in daily project activities (when applicable), and tracking project tasks	✓	
6	Facilitating an implementation kick-off meeting	✓	
7	Holding monthly meetings with the City's Executive Committee to update project status and budget status, and to research a verdict on any escalated process decisions that need to be made	✓	
8	Reviewing the project budget, including change orders, and the vendors' contract compliance	✓	
9	Facilitating City staff's development of workflow processes		✓
10	Facilitating the data conversion process with the vendor and City staff		✓
11	Facilitating the development of software interfaces/integrations with the vendor and City staff		✓
12	Working with the vendor and City staff and helping to ensure vendor accountability by: <ul style="list-style-type: none"> <li>Identifying any opportunities to leverage technical enhancements to improve the products and services delivered to the City</li> <li>Facilitating the gathering and sharing of any technical information requested by the vendor</li> </ul>	✓	
13	Providing risk management, including the following: <ul style="list-style-type: none"> <li>Identifying project risks</li> <li>Developing mitigation strategies</li> <li>Communicating project risks to City and vendor staff</li> <li>Assigning key activities to mitigate or resolve project risks</li> </ul>	✓	

		Project Management	
No	Key Implementation Activity	Lead	Assist
14	Providing weekly or biweekly tracking of the following: <ul style="list-style-type: none"> <li>Reporting of project risks and issues</li> <li>Recently completed tasks and upcoming project activities</li> </ul>	✓	
15	Providing change management oversight, including the development and maintenance of a Change Management Plan that may include the following: <ul style="list-style-type: none"> <li>Target State Definition</li> <li>Change Structure and Governance Approach</li> <li>Change Impact Assessment</li> <li>Stakeholder (or User) Analysis</li> <li>Communication Plan</li> <li>Behavior Change Plan</li> </ul>	✓	
16	Managing the user acceptance training (UAT) process, including: <ul style="list-style-type: none"> <li>Reviewing the vendor's test plan and any applicable test scripts</li> <li>Providing on-site assessment of testing activities</li> <li>Providing recommendations for modifications to the testing plan to increase the likelihood of success</li> <li>Directing City staff in the development of tailored test scripts</li> <li>Managing logistics related to scheduling UAT activities</li> <li>Providing analysis of test results</li> <li>Overseeing regression testing and required configuration changes</li> </ul>	✓	
17	Facilitating oversight of vendor training activities, including: <ul style="list-style-type: none"> <li>Reviewing the vendor's training plan and training materials</li> <li>Overseeing vendor training activities</li> <li>Providing recommendations for modifications to the training delivery</li> <li>Providing feedback on the vendor's training documentation</li> </ul>	✓	
18	Providing go-live support	✓	

#### ▲ D4. Implementation Activities

**5. Conduct a project closeout work session.** This work session will involve discussing project lessons learned, measuring achievement of project goals and objectives, discussing incomplete implementation tasks, and conducting transition planning for moving to long-term operation of the ERP solution and associated policies and processes. We will document all the items discussed in a Project Closeout Memo.

**6. Develop a Project Closeout Memo.** Based on the information gathered from our closeout work session, BerryDunn will develop a Project Closeout Memo, which will document lessons learned, compare project outcomes to project goals and objectives, list any remaining action items to conclude the implementation, and identify tasks, roles, and responsibilities for transitioning to operational use of the ERP solution and associated policies and processes.

▲ **D5. Project Closeout Memo**

## A. Fee Schedule

Below, we present the fees associated with our work plan as it relates to providing implementation project management services. For purposes of the costs below, we are assuming an estimated number of months and hours for implementation assistance. We are proposing a blended hourly rate of \$240 valid through December 2024. We will submit monthly invoices based on the actual hours and expenses incurred.

<i>Implementation Project Management</i>				
Assistance Level	Duration (months)	Hours (per month)	Total Hours	Total Cost
Implementation Project Management (Full-Time)	15	130	1,950	\$468,000
	Duration (months)	Trips (per month)	Total Cost (per trip)*	Total Travel Cost
Estimated Travel Expenses	15	2	\$1,436	\$43,080
<b>Grand Total</b>				<b>\$511,080</b>

\*Travel expense estimates per trip were calculated based on the details provided on the following page.

Expense Category	Cost	Units per Trip	Total
Airfare	\$600	1	\$600
Lodging	\$100	3	\$300
Ground Transportation	\$100	3	\$300
Per Diem (Federal GSA Rate)	\$59	4	\$236
<b>Estimated Per-Trip Travel Expense Total</b>			<b>\$1,436</b>



## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**  
Information Systems Division

**TO:** Mayor Rob Green and City Council Members  
**FROM:** Julie Sorensen, Information Systems Manager  
**DATE:** September 11, 2023  
**SUBJECT:** Service Agreement for Auditing our Telecom Billing

I would like to recommend entering into an agreement with Spyglass, a technology cost auditing firm. Spyglass has reached out to us to enter into an agreement to assist in deciphering telecom billing. The service they will provide is to review our most recent two months of telephone bills and audit any areas in which there may be savings we capitalize on. If they find savings and we choose to take advantage of it, we will continue to pay the same amount but to Spyglass instead of the telecom companies.

They have agreed to use the City's standard contract with slight modifications as the service agreement. City attorney, Kevin Rogers has reviewed the requested modifications. As a result of the minimal expense and risk I'm asking that we waive the insurance requirements for this vendor.

I've attached the agreement for your review.

Please reach out to me with any questions, either at 319-268-5111 or email at [Julie.sorensen@cedarfalls.com](mailto:Julie.sorensen@cedarfalls.com).

Attachment: Goods and Services Form Contract - SpyGlass - 9-11-23 FINAL

CITY OF CEDAR FALLS, IOWA  
 GENERAL TERMS AND CONDITIONS  
 (Spyglass Group and City of Cedar Falls CONTRACT)

This Agreement is by and between The SpyGlass Group, LLC ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Section 2 of Exhibit "A". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or



goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "A".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving 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 shall continue until such time as Contractor completes the Services and/or at such time when City determines to terminate Contractor's Services.

5.2. The expiration or termination of this Agreement for any reason does not terminate the rights and obligations of the parties under Section 4 of Exhibit "A" which shall survive any expiration or termination. The expiration or termination of this Agreement for any reason also does not terminate the obligations of the City under Sections 2 and

3 of Exhibit "A" to pay Contractor fees if the City elects to implement any of the recommendations made by Contractor within twelve (12) months of Contractor delivering the recommendation to the City (even if the City implements such recommendations on their own).

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties 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 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 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 "B" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Julie Demser, Mgr of Int'l Svcs (Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:  
Name: Julie Sorensen  
Title: Manager of Info Sys  
Address: 220 Clay Street  
Cedar Falls, IA 50613  
Telephone: 319-273-8600  
Email: juliemsorensen01@gmail.com

Contractor:  
Name: Edward M. DeAngelo  
Title: Co-President  
Address: 25777 Detroit Rd, Ste 400  
Westlake, OH 44145  
Telephone: (440) 348-9350  
Email: edeangelo@spyglass.net

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

THE SPYGLASS GROUP, LLC

By: \_\_\_\_\_

Edward M. DeAngelo, Co-President

Date: \_\_\_\_\_

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_

Robert M. Green, Mayor

Attest: \_\_\_\_\_

Jacqueline Danielsen, MMC, City Clerk

Date: \_\_\_\_\_

**Exhibit "A"**

**SpyGlass Snapshot Audit Agreement**

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between **City of Cedar Falls, Iowa** ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").



## DEPARTMENT OF ADMINISTRATIVE SERVICES

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

**MEMORANDUM**  
Information Systems Division

**TO:** Honorable Mayor Rob Green and City Council  
**FROM:** Julie Sorensen, Information Systems Manager  
**DATE:** September 20, 2023  
**SUBJECT:** Service Agreement for Annual Penetration Testing

I would like to recommend entering an agreement with FR Secure to perform independent vulnerability and penetration testing for our network environment. The service they will provide is not only required by our cyber security insurance but an important part to ensure the security of our network.

FRSecure had the lowest cost bid out of 5 vendors. Bids ranged from \$12,000 - \$40,000 per yearly test. This agreement is a 3-year agreement for a total of \$36,000 expenditure which will be paid in \$12,000 annual payments at the time the tests are completed. This item was budgeted in the 2024 Fiscal Year budget under Information Systems Cyber Security Line Item.

FRSecure required us to utilize their Master Service Agreement which city attorney, Kevin Rogers has reviewed and negotiated. This document would need to be approved by council.

Please feel free to contact me with any questions.

Attachment: FRSecure MSA - City of Cedar Falls -FINAL  
Exhibit A - City of Cedar Falls IA - Annual External Penetration Testing SOW  
Exhibit B 2022-23 Certificate of Insurance - FRSecure LLC without Addl Insured



## FRSecure LLC Master Services Agreement

This Master Services Agreement (the “Agreement”) is made as of the date specified at the end of this Master Services Agreement (the “Effective Date”) by and between FRSecure LLC, a Minnesota limited liability company having its principal place of business at 6550 York Ave S #500 Edina, MN 55435 (“FRSecure”) and City of Cedar Falls, having its principal place of business at 220 Clay Street, Cedar Falls, IA50613 (“Client”). FRSecure and Client may be individually referred to as a “Party” or collectively as the “Parties”.

**WHEREAS**, Client desires to retain FRSecure to render certain professional services under the terms and conditions set forth in this Agreement; and

**WHEREAS**, FRSecure desires to be retained by Client to perform such professional services for Client under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above premises, the respective covenants and commitments of FRSecure and Client set forth in this Agreement, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FRSecure and Client agree as follows:

### 1. DEFINITIONS.

**A. Affiliate** means any entity (now existing or hereafter formed or acquired), which, directly or through one or more intermediaries, controls, is controlled by, or is under common control with, Client. “Control” and its derivatives mean: (a) the legal, beneficial, or equitable ownership, directly or indirectly, of (i) at least 50% of the aggregate of all voting equity interests in an entity or (ii) equity interests having the right to at least 50% of the profits of an entity or, in the event of dissolution, to at least 50% of the assets of an entity; (b) the right to appoint, directly or indirectly, a majority of the board of directors; (c) the right to control, directly or indirectly, the management or direction of the entity by contract or corporate governance document; or (d) in the case of a partnership, the holding by an entity (or one of its Affiliates) of the position of sole general partner.

**B. Confidential Information** is defined in Section 7 (“Confidential Information”).

**C. FRSecure Materials** means collectively certain procedures, software or programs that are either owned by or licensed to FRSecure, any expression or result of FRSecure's Services, or the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information developed or conceived of by FRSecure prior to or in performance of any Services (“FRSecure’s Materials”).

**D. Intellectual Property** means all patents (including originals, derivatives, continuations, continuations-in-part, extensions, foreign applications, utility models, and re-issues), patent applications, copyrights (including all registrations and applications therefore), trade secrets, trademarks, trademark applications and other proprietary and Intellectual Property Rights, including moral rights.

**E. Services** means the professional services Client requests FRSecure to perform pursuant to this Agreement and any Work Product delivered pursuant to this Agreement or a Statement of Work.

**F. Statement of Work** means an attachment to this Agreement which describes Services ordered under this Agreement which the Parties must mutually execute in order to specify the Services, and which shall be in a form substantially similar to that attached hereto as Exhibit A.

**G. FRSecure Personnel** means any employees, representatives, agents, subcontractors, third party advisors or any other persons, whether legal or natural, who may act on behalf of, or otherwise represent, FRSecure.

**H. Work Product** means any reports, documentation or any other deliverables created or prepared by FRSecure for Client pursuant to this Agreement, that are made, proposed, or developed by FRSecure, alone or with others, specifically identified as Deliverables in any related Statement of Work. Notwithstanding anything in this Agreement to the contrary, Work Product does not include FRSecure's Materials.

## 2. TERM/TERMINATION.

**A. Term.** This Agreement will commence on the Effective Date and will continue in full force and effect until terminated in accordance with this Section 2. The term of each Statement of Work shall be set forth in the applicable Statement of Work and will continue in full force and effect until terminated by either Party pursuant to the termination rights in this Agreement. In the event the term of a Statement of Work extends beyond the termination of this Agreement, this Agreement shall continue in full force and effect with respect to such Statement of Work until the termination thereof.

**B. Termination for Cause.** Either Party may terminate this Agreement or any Statement of Work immediately upon notice to the other Party if:

1. The other Party materially breaches any provision of this Agreement or any Statement of Work, and fails to cure or remedy such breach within ten (10) calendar days of receiving written notice specifying in reasonable detail the nature of such breach;
2. The other Party has committed more than three (3) breaches of this Agreement or any Statement of Work in a twelve (12) calendar month period and together such breaches are material, without any additional cure right; or
3. The other Party materially breaches this Agreement or any Statement of Work in a manner that cannot be remedied.

**C. Termination for Convenience.** Either Party may terminate this Agreement or any Statement of Work upon 30 (thirty) days written notice to the other Party.

**D. Intentionally omitted.**

**E. Effect of Termination.** Termination of one or more Statement of Work(s) will not affect the Parties' rights and obligations under any other Statement of Work(s) executed by the Parties, and all such other Statement of Work(s) will remain in full force and effect unless and until terminated in accordance with their terms. Client shall pay FRSecure for all Services performed and all expenses incurred prior to the Effective Date of termination.

In addition, except for termination by Client for cause in the event a terminated Statement of Work contains an Amortized Payment Schedule or a Multi-Year Discount, Client agrees to pay the termination fees specified in the applicable Statement of Work. If said Statement of Work does not specify the termination fees, then Client agrees to pay FRSecure for all Services performed and all expenses incurred as of the termination date as well as the Multi-Year Discount that was applied.

## 3. SERVICES TO BE PERFORMED.

A. In consideration of the compensation to be paid by Client pursuant to the terms of this Agreement, FRSecure agrees to provide the Services requested by Client and described in a Statement of Work, which shall be incorporated herein by reference and may be amended or added from time to time by a written agreement between the Parties. FRSecure shall perform the Services in a timely manner, and the parties agree that time is of the essence with respect to FRSecure's performance under this Agreement.

B. Following a request by Client for FRSecure's Services, FRSecure shall submit to Client a Proposal and/or Statement of Work for the Services. Client shall review it and, if acceptable, indicate acceptance of the Statement of Work. Upon acceptance by Client, FRSecure shall perform the Services in accordance with the terms of this Agreement and the Statement of Work.

C. Client shall perform such duties and tasks designated in a Statement of Work to facilitate FRSecure's performance of the Services outlined thereunder and provide FRSecure with reasonable and necessary access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by FRSecure in order to facilitate FRSecure's performance of the Services outlined in each Statement of Work.

D. During the term of this Agreement, FRSecure agrees to provide Services to Client on a non-exclusive basis from and after the date this Agreement and a Statement of Work is signed by authorized representatives of Client and FRSecure.

E. Client recognizes that FRSecure's statements of the total time and costs associated with each Statement of Work represent FRSecure's good faith estimates based on information supplied to FRSecure by Client. If project needs or requirements change after Services have commenced on a Statement of Work, the Statement of Work may be amended or revised upon mutual agreement of the Parties set forth in writing and signed by both Parties. FRSecure specifically understands and agrees that in no event shall the total fees and/or costs related to Services performed under a Statement of Work exceed, without the prior written consent of Client, any maximum to which the Parties have agreed, as stated on such Statement of Work.

F. If a Statement of Work requires a physical security assessment of Client's physical location(s) and if Client and FRSecure agree that the physical security assessment will be performed from a remote location, then Client agrees to provide the services of an employee who will record video of Client's location, using third-party software, at the direction of FRSecure ("Location Video"). Client agrees that the Location Video will be used for security analysis and consultation services during an online video conference between Client and FRSecure. Client hereby acknowledges and consents to FRSecure recording the video conference including, without limitation, the Location Video, and saving the same on FRSecure's servers. Client agrees that its employee will not record or include any personally identifiable information (PII) or protected health information (PHI) or similar information in the Location Video. FRSecure agrees to use the Location Video solely for purposes of Client work and agrees that the Location Video is the Confidential Information of Client.

#### **4. PAYMENT, INVOICES AND TAXES.**

For all Services performed under a Statement of Work or other request for Services that references this Agreement, Client shall: (i) pay FRSecure in accordance with each Statement of Work or at the then current FRSecure standard rates, whichever are applicable; (ii) reimburse FRSecure for all reasonable and necessary travel and living expenses FRSecure incurs performing such Services, provided such expenses are incurred in compliance with FRSecure's travel and expense policy, and provided further that such expenses are incurred pursuant to an applicable Statement of Work or other request for Services by Client, and further provided that such travel and expenses are approved by Client in writing in advance; and (iii) pay FRSecure upon receipt of each invoice. All payments pursuant to this Agreement are non-refundable. Unless Client provides FRSecure with a valid tax exemption or direct pay certificate upon execution of this Agreement, Client is responsible for all taxes, duties, and customs fees which may be assessed on the amounts paid for Services performed hereunder, excluding taxes based on FRSecure's income or payroll. Client shall pay a service charge of equal to the lesser of twelve percent (12%) annual interest or the highest interest rate allowable under applicable laws for any outstanding, undisputed invoice not paid within thirty (30) days after receipt. FRSecure invoices shall describe the following: (i) the time period for which the work and expenses are billed; (ii) the quantity of work performed; (iii) the hourly rates charged, if applicable; (iv) travel and living expenses by type and amount; and (v) totals.

#### **5. SCOPE OF AUTHORITY/RELATIONSHIP OF THE PARTIES.**

Except as expressly authorized in writing by Client, FRSecure shall have no authority or power, express or implied, to make any representations or warranties regarding Client or to bind or obligate Client or its Affiliates, either directly or indirectly, in any manner or thing whatsoever. In rendering Services pursuant to this Agreement, FRSecure (and FRSecure's Personnel) shall be acting as an independent contractor, not as an employee, fiduciary, or agent of, or joint venturer or partner with, Client or its Affiliates. Client is only interested in the results to be achieved, and the conduct and control of FRSecure's work within the scope of this Agreement shall lie solely with FRSecure, except that Client shall have a general right of supervision to secure the satisfactory completion thereof.

#### **6. INSURANCE.**

FRSecure shall maintain statutory minimum Worker's Compensation and Employer's Liability Insurance as required by the laws of any state or country in which Services are performed. FRSecure shall also maintain other insurance as required by Client, attached as Exhibit B and incorporated herein by this reference.

## 7. CONFIDENTIAL INFORMATION.

**7.1 DEFINITION.** The term "CONFIDENTIAL INFORMATION" shall mean: (i) any and all non-public information which is disclosed by either Party ("OWNER") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, and financial information, confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

**7.2 TREATMENT OF CONFIDENTIAL INFORMATION.** Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know" or used by Recipient other than as authorized by this Agreement. Client shall protect the deliverables resulting from Services with the same degree of care. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either Party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure.

**7.3 CONFIDENTIALITY AND DISCLOSURE OF PATIENT INFORMATION.** Healthcare Clients Only: FRSecure does not expect to have access to confidential individually identifiable health information ("IIHI"), as that term is used in the Health Insurance Portability and Accountability Act ("HIPAA") in connection with its services. Because FRSecure has many healthcare clients and may inadvertently receive IIHI, it is FRSecure's policy that it will: (i) treat all individually identifiable information in compliance with all applicable federal and state laws; and (ii) implement and use any and all reasonable means and appropriate safeguards to prevent the use or disclosure of IIHI and will immediately notify Client of any unauthorized use or disclosure of IIHI.

**7.4 RIGHTS AND DUTIES.** The Recipient shall not obtain, by virtue of this Agreement, any right, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each Party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs, except that Recipient may keep an archival copy of Confidential Information for legal purposes.

**7.5 SURVIVABILITY.** The terms of this Section 7 shall survive termination of this Agreement. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Agreement, those separate confidentiality terms shall remain in full force to the extent they do not conflict with the provisions of this Agreement.

## 8. INDEMNITY.

**8.1 PATENT AND COPYRIGHT INDEMNITY.** Except as otherwise provided herein, FRSecure shall indemnify and defend Client against any claims that the Work Product (defined below) delivered to Client pursuant to a Statement of Work infringes any United States or Canadian patent or copyright, provided that FRSecure is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defense or settlement of any claim FRSecure shall, in its

reasonable judgment and at its option and expense: (i) obtain for Client the right to continue using the Work Product; (ii) replace or modify the Work Product so that it becomes non-infringing while giving equivalent performance; or (iii) if FRSecure cannot obtain the remedies in (i) or (ii), as its sole obligation, terminate the license for the infringing Work Product and return only the Services fees paid by Client for such Work Product. FRSecure shall have no obligation or liability to indemnify and/or defend Client to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created, furnished or requested to be used, by or on behalf of Client, (ii) the alleged infringement is the result of a modification made by anyone other than FRSecure; (iii) Client's combination of the Services or Work Product with (a) hardware, software, materials, content or data not provided to Client by FRSecure, or (b) services or processes not performed by FRSecure, or (iv) Client uses the Work Product other than in accordance with this Agreement, any delivered documentation under a Statement of Work, or the underlying software license to use such Work Product.

**8.2 INDEMNITY.** Each Party ("INDEMNIFYING PARTY") shall indemnify and hold the other Party ("INDEMNIFIED PARTY") harmless against any third Party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim. The Indemnified Party has the right to approve any settlement that affirmatively places on the Indemnified Party an obligation that has a material adverse effect on the Indemnified Party other than requiring the Indemnified Party to cease using all or a portion of the Services or to pay sums eligible for indemnification under this Agreement. Such approval shall not be unreasonably withheld.

**8.3 SURVIVAL.** The terms of this Section 8 shall survive termination of this Agreement.

## 9. WARRANTIES AND REPRESENTATIONS.

Each Party warrants that it has the right and power to enter into this Agreement and an authorized representative has executed this Agreement. FRSecure warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards, and in accordance with the law. Provided, however, to the extent Services provided by FRSecure are advisory, no specific result is assured or guaranteed. FRSECURE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW, EXCEPT FOR ANY WARRANTY OF NON-INFRINGEMENT.

## 10. LIMITATION OF LIABILITY.

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INDEMNITY) AND EXCEPT AS SET FORTH BELOW, FRSECURE'S MAXIMUM LIABILITY FOR ANY CLAIM OR ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF CLAIM OR ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF SERVICES FEES PAID BY CLIENT IN THE LAST SIX (6) MONTHS FOR THE SERVICES RENDERED PURSUANT TO THE APPLICABLE STATEMENT OF WORK WHICH THE CLAIM OR ACTION AROSE. IN NO EVENT SHALL FRSECURE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN AS PART OF THE CONSIDERATION FOR THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FRSECURE'S MAXIMUM LIABILITY FOR ANY CLAIM OR ACTION ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, INFRINGEMENT CLAIMS OR ACTIONS, SHALL NOT EXCEED THE AMOUNT OF FRSECURE'S INSURANCE POLICY LIMITS FOR THE TYPE OF CLAIM OR ACTION IN QUESTION.

## 11. OWNERSHIP OF WORK PRODUCT.

Subject to payment in full of all amounts due to FRSecure in accordance with any applicable Statement of Work, Work Product shall be the property of Client. However, Client shall not license, sub-license, resell, transfer or make other commercial use of any Work Product. FRSecure's Materials shall at all times remain the sole and exclusive property of FRSecure. To the extent that FRSecure's Materials are used in developing, or are incorporated into, any Service or Work Product, and to the extent that ownership of the Work

Product or Service is vested in Client, FRSecure shall and hereby does grant to Client a perpetual, irrevocable, transferable, nonexclusive, worldwide, fully paid-up and unrestricted right and license to use, display, reproduce, perform and make modifications to and derivative works based on, FRSecure's Materials only as part of the Services or Work Product and all iterations thereof.

#### **12. MAINTENANCE OF DEVELOPMENT WORK.**

Standard maintenance and support services offered by FRSecure do not cover any customized software or new development created under a Statement of Work. If available, maintenance and support may be addressed under a separate services agreement or in the applicable Statement of Work.

#### **13. NOTICE.**

All notices or other communications referenced under this Agreement shall be made in writing and sent to the address designated above, designated in a specific Statement of Work, or designated from time to time in writing by the Parties. All notices shall be deemed given to the other Party if delivered receipt confirmed, using one of the following methods: personal delivery, registered or certified first class mail, postage prepaid; recognized courier delivery; or electronic mail.

#### **14. WAIVER.**

No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both Parties.

#### **15. FORCE MAJEURE.**

Except for Client's obligation to pay FRSecure, neither Party shall be liable for any failure to perform its obligations under this Agreement or any Statement of Work if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. A Party whose performance is affected by such an event shall promptly notify the other Party of the delay and use commercially reasonable efforts to mitigate the adverse effects of such an event so as that performance can be achieved as soon as reasonably feasible. Notwithstanding the foregoing, if such a force majeure event continues for more than thirty (30) days, the other Party shall have the right to terminate this Agreement or any applicable Statement of Work.

#### **16. DISPUTE RESOLUTION.**

Prior to filing suit, any disputes or claims under this Agreement or its breach shall be submitted to mediation at a mutually agreeable location. The parties shall share in the cost of the mediator on a 50-50 basis. The mediator shall be chosen by mutual agreement of the parties. Notwithstanding the above, FRSecure may sue in any court for infringement of its proprietary or intellectual property rights.

#### **17. AFFILIATES.**

FRSecure understands and agrees that Client Affiliates may procure Services under this Agreement via execution of a Statement of Work. By executing a Statement of Work, the Parties acknowledge and agree that such Affiliate is bound by the terms and conditions under this Agreement solely for the purposes of the work to be performed under the Statement of Work. With regard to Statement of Works entered into by an Client Affiliate: (a) all references to "Client" in this Agreement shall be deemed to mean the Affiliate which entered into the Statement of Work, except where otherwise stated as "Affiliate", (b) each Statement of Work shall be subject to the terms and conditions of this Agreement and legally binding exclusively upon the respective Affiliate entering into such Statement of Work and FRSecure and (c) Client shall have no liability under such Statement of Work.

#### **18. RESTRICTION ON HIRE.**

During the term of this Agreement and all Statements of Work and for a period of one year after the termination of this Agreement and all Statements of Work, neither Party shall: (i) solicit for employment and/or employ, any employee, agent or independent contractor of the other Party; (ii) interfere with or in any manner attempt to harm or terminate the other Party's relationship with any of its employees, agents or independent contractors; or (iii) participate or in any way assist any other person, business or entity in soliciting or hiring an employee, agent or independent contractor of the other Party. For purposes of this section, the definition of employee, agent and independent contractor shall include any past employee, agent or independent contractor who was employed or

provided services to the other Party within six months of the termination of this Agreement and all Statements of Work. Notwithstanding the foregoing, nothing shall prevent the other Party from employing an employee of the other Party who: (i) responds to a general employment advertisement when such solicitation is not specifically directed at that individual; or (ii) is directed to the individual by employment search firms where such employment search firms are not directed by the other Party to initiate discussions with respect to the prospective employment of that individual.

**19. GENERAL.**

This Agreement shall be governed by the laws of the State of Iowa, excluding choice of law principles. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. This Agreement and all Statements of Work constitute the entire understanding between the Parties with respect to the subject matter herein and may only be amended or modified by a writing signed by a duly authorized representative of each Party. This document may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one document that is binding upon all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. The Parties agree that execution of this Agreement by industry standard electronic signature software and/or by exchanging PDF or facsimile signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this document, each Party hereby waives any right to raise any defense or waiver based upon execution of this document by means of said signatures or maintenance of the executed document electronically. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the Parties regarding the subject matter contained herein. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any Exhibit shall add to or vary the terms of this Agreement or Exhibit. All such proposed variations, edits, or additions (whether submitted by FRSecure or Client) to this Agreement or to a Statement of Work, are objected to and deemed material unless otherwise mutually agreed to in writing.

FRSecure hereby certifies that, 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 state or federal agency.

The parties each represent and warrant that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all rights in and to data provided by and to FRSecure for use in and in connection with the Services; (iii) the parties' use of such materials in and in connection with the Services will not violate the rights of any third party or infringe upon the intellectual property of any third party.

The terms and conditions of this Agreement apply in full to the services and products provided under a fully executed Statement of Work.

**ACCEPTANCE AND AUTHORIZATION**

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

Effective Date: 07 / 25 / 2023

<p><b>City of Cedar Falls</b></p> <p>Name: _____ (Authorized Signer)</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>FRSecure LLC</b></p> <p>Name: _____ (Authorized Signer)</p> <p>Title: _____</p> <p>Date: _____</p>
---	--

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Reference Number: FRMSA 2418



# Exhibit A - Example Statement of Work

**NOTE: This is an example only. Formal Statements of Work will follow this or a similar format.**

## Statement of Work

The information contained within this document is a proposal and formal statement of work, if accepted by execution of this document.

## Project Overview

Client Name:

Project Name:

Engagement Duration:

Begin Date:

End Date:

## Approach and Process

Project Scope:

## Project Constraints

Project Constraints:

## Pricing and Payment Terms

Pricing and Payment Terms:

## Customer Acceptance

Signatures:



**FRSECURE**<sup>®</sup>

**A Proposal For**

**Internal Vulnerability Scanning | Annual External Penetration Testing**

**Prepared For**

**City of Cedar Falls, Iowa**

**Prepared for:**

Julie Sorenson  
IT Director  
City of Cedar Falls, Iowa

**Prepared By:**

Brian Tuve  
btuve@frsecure.com  
(952) 777-3108

**Date:** 01 / 16 / 2023

01 / 16 / 2023

Julie Sorenson, IT Director

City of Cedar Falls, Iowa  
220 Clay Street Cedar Falls Iowa 50613

Thank you for your time and consideration of this proposal.

At FRSecure, we are called to a mission of fixing the broken security industry. Our focus resides in helping our peers and clients master the fundamentals of information security through establishing a common language, providing low or no cost training and resources and by building the very best security professionals in the industry. Our objectivity in guiding you rests in our product agnostic stance and the core values shared by each and every member of our team.

Whether or not we formally engage, please count on us to be a resource and help us keep you informed as we make our training and expertise available to the community. Our passion for information security as our sole focus is the driving force to our current and future success.

We hope our proposal today adds to our already positive relationship, where our mission is put to work meeting your information security objectives.

Respectfully yours,

Evan Francen  
FRSecure Founder & CEO

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The information security industry is broken. We are on a mission to fix it. By staying true to our mission, our commitment to product agnostic services and living our core values, we've developed a community of like-minded individuals, clients and partners. All we do is information security.

An infographic with a central shield icon. Six statistics are arranged around it, each with an icon and text: 15,000+ CISSP STUDENTS (graduation cap), 3 REGIONAL OFFICES (building), 100% SOC2 AUDIT SUCCESS (lock and checkmark), 95+ EMPLOYEES (person with headset), 4,000+ CLIENTS (globe with checkmark), and 2 PODCASTS (podcast microphone).

### Consulting & Compliance Services

- Security Risk Assessment
- Virtual CISO
- Remediation Planning & Support
- PCI DSS Compliance & Audit
- HIPAA Compliance
- GDPR & CCPA Compliance
- SOC 2 Readiness
- NIST & CMMC Compliance
- ISO Audit Readiness

### Technical Services

- Network Penetration Testing
- Web Application Penetration Testing
- Wireless Network Penetration Testing
- Physical Penetration Testing
- Vulnerability Testing
- Social Engineering
- Digital Forensics
- Incident Response

### Additional Information Available On FRSecure.Com

- Team Certifications
- Team Profiles
- Industry Expertise
- Free Tools
- Blogs & Security Advice
- CISSP Mentor Program Details

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## Statement Of Work

The information contained within this document is a proposal and formal statement of work, if accepted by City of Cedar Falls, Iowa by execution of this document.

## Engagement Overview

Purpose and Objective	Proposed Solution	Timing
To evaluate the security of the controls protecting the external network	External Penetration Test	4-6 weeks
To identify vulnerabilities in the internal network	Internal Vulnerability Scan	1-2 weeks

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## Network Vulnerability Scanning

### Scope

The scope of this engagement is vulnerability scanning and reporting. FRSecure will perform vulnerability scanning and provide the results to City of Cedar Falls, Iowa.

### Scanning Engagement

- Internal Network Scanning - Testing assets behind the firewall (servers, endpoints, etc)
- 

### Features Included

- Raw Scan Data
- S2Score® and Report
- Live report delivery with FRSecure's testing experts

## Internal Network Security Scan

This phase of the assessment consists of:

- Vulnerability scanning on the internal network
  - Tests conducted against a database of 47,000+ known vulnerabilities
  - Tests against known good configurations
- Processing of the collected vulnerability data
  - Create reports leveraging the output of the vulnerability scan

### Scope and Limitations:

The following are the limitations that apply to this service:

- FRSecure must be provided a physical or virtual machine capable of hosting and running the scan. FRSecure will set up the scan once the environment has been provided.
- Scanning will be performed Monday through Friday between the hours of 8am and 5pm.
- FRSecure must be provided with all necessary network credentials in order to perform the scan.
- All scans will be performed remotely.

### Deliverables

FRSecure will provide the following deliverables with each scan. A delivery meeting will be held after the first scan to review the reports, but not with subsequent scans.

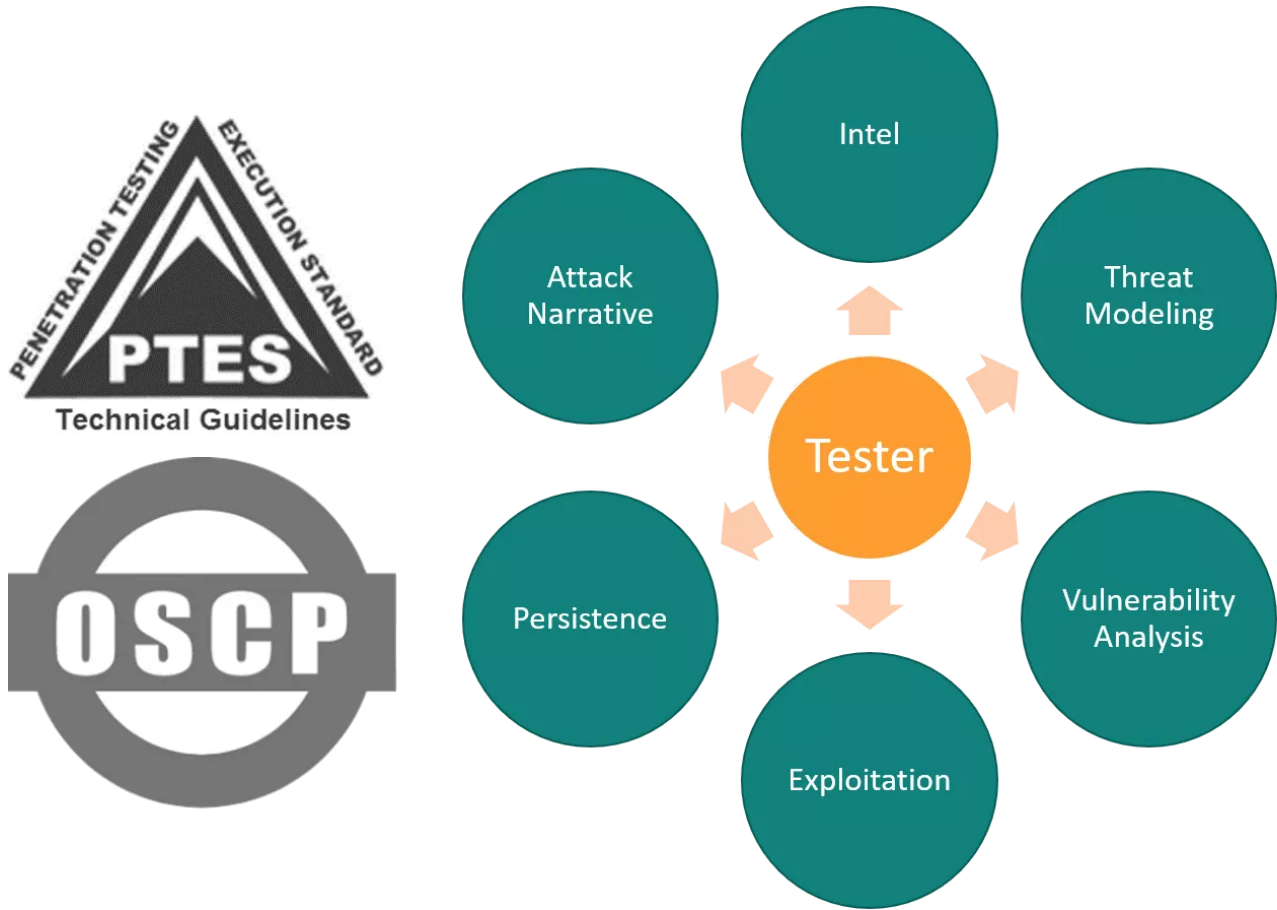
### Internal Scans

- Vulnerability Scan Reports – the reports give breakdowns of top vulnerabilities, most vulnerable hosts, scoring, etc.
- Excel spreadsheets; one each for all vulnerabilities, critical severity vulnerabilities, high severity vulnerabilities, and moderate severity vulnerabilities. These spreadsheets help with sorting, prioritization and remediation.
- Raw scanning data (as necessary or requested)

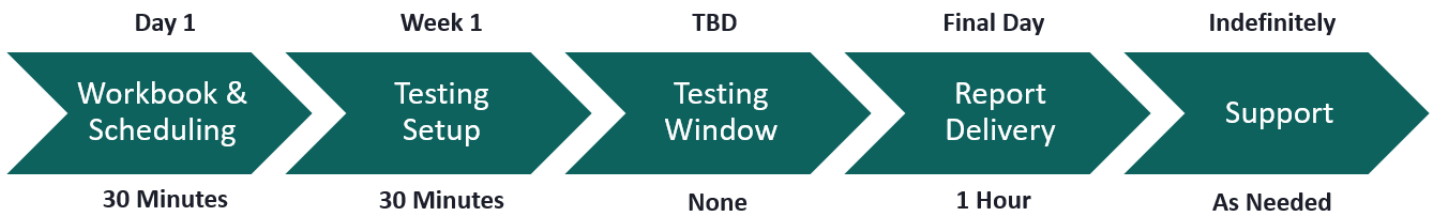
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## External Network Penetration Testing

FRSecure's penetration testing team is on the cutting edge of the industry. Their creative, experienced approach to test your internet-facing security presence will result in substantive recommendations to better your defenses.



### Timeline



### Your Time Commitment

### Deliverables

- Executive Summary
- Reconnaissance
- Enumeration
- Exploitation
- Recommendations

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## Engagement Scope Details

Engagement	Scope
Internal Vulnerability Scanning	Approximately 400 nodes Most activity will be conducted during business hours
External Penetration Test	39 Active External IP Addresses 2 Web Applications Some activity will be conducted during business hours

## Engagement Planning

Engagement	Kickoff Date
Vulnerability Scanning	2-3 months from SOW signature
Penetration Testing	2-3 months from SOW signature

The success of this engagement will be assured by your Client Success Manager in partnership with our Information Security Experts and Project Management Team.

We encourage you to include the entire team in relevant communications, but please consider your Client Success Manager as your go-to for anything you need.

Every engagement begins with formal initiation procedures.

1. Introductions to respective teams and their roles in the engagement
2. Establishment of communication preferences
3. Confirmation of scope and service levels expectation
4. Confirmation of timing and constraints
5. Engagement completion expectations and due date for deliverables

## Support Team

Name	Title	Contact
Brian Tuve	Account Executive	btuve@frsecure.com
Darin Meyer	Manager of Client Success	dmeyer@frsecure.com
Chad Spoden	Sr. Security Consultant & Solution Architect	cspoden@frsecure.com
<b>Executive Leadership Team</b>		
John Harmon	President	jharmon@frsecure.com
Renay Rutter	Chief Operating Officer	rrutter@frsecure.com
Vanae Pearson	Chief Financial Officer	vpearson@frsecure.com
Oscar Minks	Chief Technology Officer	ominks@frsecure.com

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## Engagement Investment

Name	Price	QTY	Terms	Subtotal
<input type="checkbox"/> External Penetration Test	\$13,900.00	1		\$13,900.00
<input type="checkbox"/> Monthly Vulnerability Scanning for 1 year	\$26,000.00	1	Per year, invoiced quarterly.	\$26,000.00
				<b>\$0.00</b>
<b>Multi Year</b>				
<input checked="" type="checkbox"/> External Penetration Test - 3 Year	\$12,000.00	3	Invoiced Annually at start of each pen test	\$36,000.00
<input type="checkbox"/> External Penetration Test - 5 Year	\$11,500.00	5	Invoiced Annually	\$57,500.00
<input type="checkbox"/> Monthly Vulnerability Scanning for 3 years	\$24,960.00	3	Per year, invoiced quarterly.	\$74,880.00
<input type="checkbox"/> Monthly Vulnerability Scanning for 5 years	\$23,920.00	5	Per year, invoiced quarterly.	\$119,600.00
				<b>\$36,000.00</b>
<b>IR Services</b>				
<input type="checkbox"/> IR Registration Service - A \$1,000 value	\$0.00	1		\$0.00
				<b>\$0.00</b>

**Total (USD)                      \$36,000.00**

This Proposal Expires In 60 Days

Termination: There is a minimum requirement of a 12-month commitment. If Client cancels this Statement of Work for any reason in months 1-12, then Client agrees to pay the cost of a one-year commitment. If Client cancels this Statement of Work in any month following the 12th month, then Client agrees to pay 10% (\$1,390) of a one-year fee as a termination fee

## Customer Acceptance

City of Cedar Falls, Iowa

07 / 25 / 2023

\_\_\_\_\_  
 Signature of Authorized Agent

Date

\_\_\_\_\_  
 julie.sorensen@cedarfalls.com

\_\_\_\_\_  
 Billing Email Address

## Contact Information

FRSecure LLC  
 Attn: Vanae Pearson  
 6550 York Ave S #500  
 Edina, MN 55435  
 Phone 612-230-0427  
 Email: vpearson@frsecure.com

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## Assumptions

FRSecure will provide all of the materials required for the completion of this engagement. FRSecure will rely upon experience, testing, observation, and interviews with City of Cedar Falls, Iowa employees to assess the completeness and effectiveness of City of Cedar Falls, Iowa's information security program. FRSecure will follow all guidance provided by the previously referenced standards for the completion of the work.

The FRSecure information security analyst will review a variety of information including, but not necessarily limited to prior working papers, reviews and current City of Cedar Falls, Iowa diagrams, policies, processes, and procedures.

Assessments that have been conducted follow the standards as noted in the National Institute of Standards in Technology Cybersecurity Framework (NIST CSF), ISO/IEC 27002:2013 international standard, Center for Internet Security (CIS) Controls, & NIST Special Publication 800-53 (NIST SP 800-53).

## Change Management Process

Changes can be made to the scope of this engagement and Statement of Work. Any changes requested by either party must be in writing and signed by both parties indicating acceptance.

## Engagement Related Expenses

All engagement related expenses will be billed to the client following FRSecure Client Project Travel And Expense Policy.

## Invoicing Details

Invoicing will fall under one of the following three terms.

1. For one-time project agreements (i.e. assessments), a down payment invoice of 50% will be sent upon acceptance of this proposal and statement of work. The balance is due upon engagement completion of all deliverables to City of Cedar Falls, Iowa.
  2. For multi-year or multi-project agreements, a down payment invoice of 50% will be sent at the beginning of the year in each year or term in which the project is performed. The balance is due upon engagement completion of all deliverables to City of Cedar Falls, Iowa.
  3. Monthly or quarterly recurring consulting agreements, or projects with an amortized payment schedule, will be invoiced quarterly starting on the 1st day of the first month services begin.
- City of Cedar Falls, Iowa may cancel this engagement at any time pursuant to Section 2.E of the Master Services Agreement between City of Cedar Falls, Iowa and FRSecure. Cancellation or rescheduling of an engagement by City of Cedar Falls, Iowa may result in additional fees.
  - Meetings cancelled by City of Cedar Falls, Iowa less than 5 business days prior to a FRSecure resource commitment of four or more hours, will result in a reschedule fee for time and expenses lost.

*Note: Prices shown do not include sales tax, if applicable.*

Please note, failure by City of Cedar Falls, Iowa to respond to repeated attempts at communications by FRSecure within 90 days of initial communication of project initiation will result in project engagement closeout and City of Cedar Falls, Iowa will be invoiced for full remaining balance due as described in this statement of work.

**CONFIDENTIAL INFORMATION**

## Practice Lead

### Senior Consultant

#### BRAD NIGH

6550 York Ave S #500, Edina, MN 55435

[linkedin.com/in/bradnigh](https://www.linkedin.com/in/bradnigh)

[bnigh@frsecure.com](mailto:bnigh@frsecure.com)

(952) 467-8849



#### PROFILE

Brad is a passionate information security expert with 20+ years of overall IT experience, including 10+ years of IT management and leadership experience working in 24/7 environments that required top tier technical skills, and efficient project management. In addition, Brad has several years of experience working in highly regulated industries that are required to comply with PCI-DSS, HIPAA, HITECH, Sarbanes-Oxley, OCC, and various state regulatory requirements.

At FRSecure Brad leads the Professional Services practice, serving businesses of all sizes and in all industries by cooperatively solving the complex issues surrounding information security. Brad's goals are ensuring consistent methodology, improving our existing programs, and innovating and continual development of new offerings.

#### EDUCATIONAL & COMMUNITY SERVICE ENGAGEMENTS

- CISSP Mentorship Program
- FRSecure Workshop Series
- ISC2 Safe & Secure Online Volunteer
- Wayzata Public Schools COMPASS Mentor (Cybersecurity)

#### CERTIFICATIONS

- Certified Information Security Manager (CISM)
- Certified Information Systems Security Professional (CISSP)
- Certified Security Studio Analyst (CSSA)
- MCSA: Windows Server 2012
- ITIL v.3 Foundations
- Certified Incident Handler (ECIHv2)
- CMMC Certified Registered Practioner (CMMC-RP)

**CONFIDENTIAL INFORMATION**

## Value Proposition

Based on the conversations between FRSecure and City of Cedar Falls, Iowa to date, we believe we are an excellent fit for your engagement.

Here are some additional reasons we believe you should select FRSecure:

- **FRSecure’s Methodology** – FRSecure has developed a proprietary approach to assessing information security risks. It’s more than a checklist of questions and recorded answers. Our approach gives you a full picture of your risks - prioritized and rated - with recommended solutions, so you know which security investments will have the greatest impact.
- **FRSecure’s Project Leader** – All of our project leaders have more than 15 years of information security experience as a leader in, and consultant for hundreds of companies ranging from the Fortune 100 to SMBs. BIO’s for our project leaders are available upon request.
- **Full Transparency** – FRSecure strongly believes in empowering our customers. The more knowledge transfer that occurs during our engagement, the more value our customers recognize. FRSecure fully discloses the methods, tools, and configurations used to perform analysis work for our customers in the hope that they can easily adopt our processes for their future benefit.
- **Product Agnostic** – FRSecure does not represent any third-party products or services; on purpose. Our projects and recommendations stand on their own, with no ulterior motive to sell you things you don’t really need.

## FRSecure Information Security Principles

Our Information Security Principles are fundamental to our everyday work and help us to stay focused on our mission to “Fix the Broken Industry”. All our Principles are able to stand by themselves, but they are also solidly interrelated.

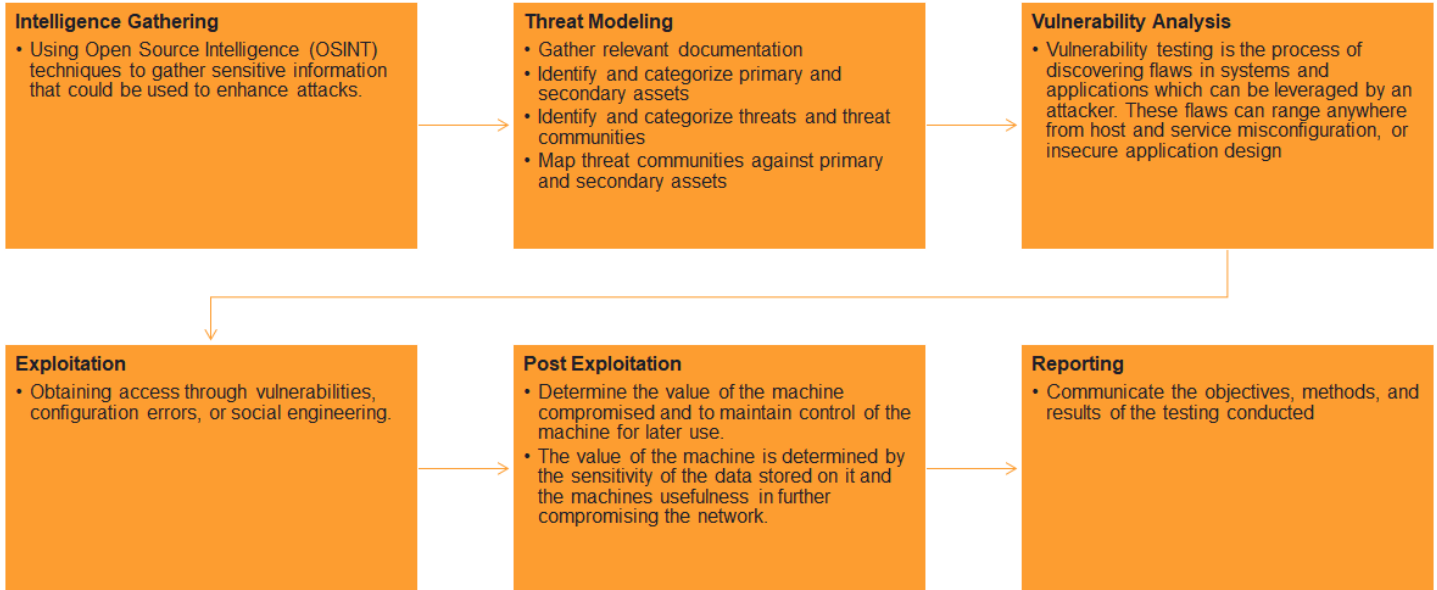
1. **A business is in business to make money**  
*Information security must align with business objectives.*
2. **Information Security is a business issue**  
*Information security is NOT an IT issue.*
3. **Information Security is fun**  
*That’s right, we said “FUN”!*
4. **People are the biggest risk**  
*Not technology.*
5. **“Compliant” and “secure” are different**  
*We shouldn’t confuse the two.*
6. **There is no common sense in Information Security**  
*If there were, we would have better information security.*
7. **“Secure” is relative**  
*One of many reasons for ongoing measurements and comparisons.*
8. **Information Security should drive business**  
*Identify and focus on information security benefits. Information security shouldn’t just be a cost-center.*
9. **Information Security is not one size fits all**  
*No two businesses are exactly alike.*
10. **There is no “easy button”**  
*So stop looking for one.*

Client references available upon request

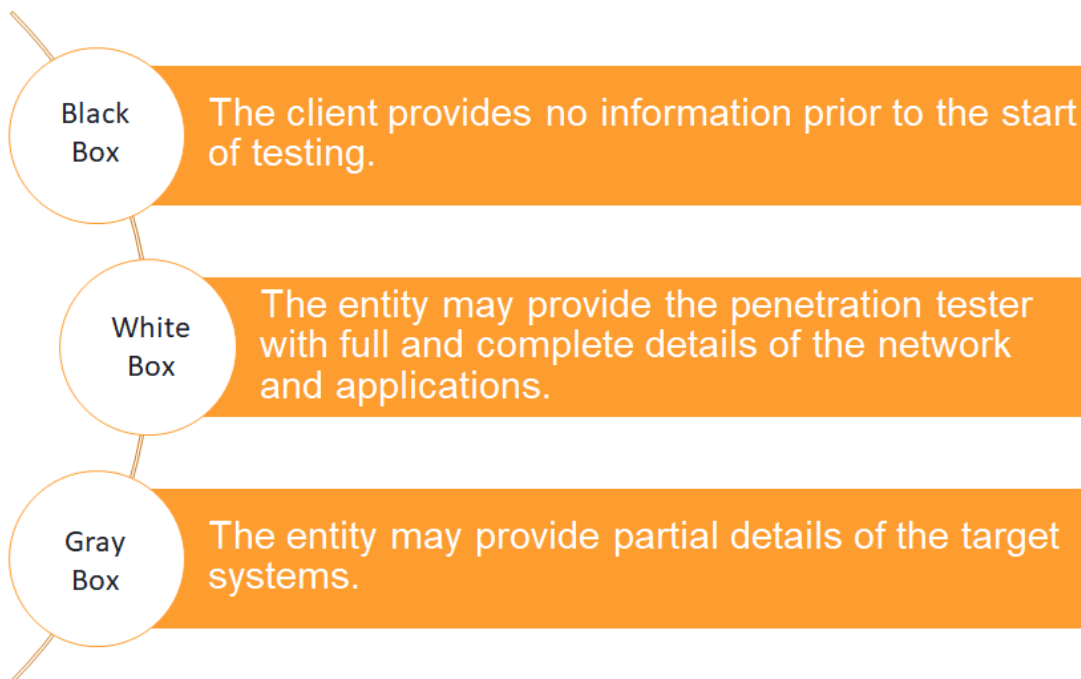
**CONFIDENTIAL INFORMATION**

## External Network Penetration Testing

FRSecure’s penetration testing methodology is based on the Penetration Testing Execution Standard (PTES). PTES is currently the most widely accepted standard for penetration testing, and is based on the practical knowledge and experience of the security industry’s leading experts.



There are three formats for any penetration test: black-box, white-box, and grey-box. FRSecure penetration tests are typically performed as white-box assessments. These types of assessments yield more accurate results and provide a more comprehensive test of the security posture of the environment than a black-box or grey-box assessment.



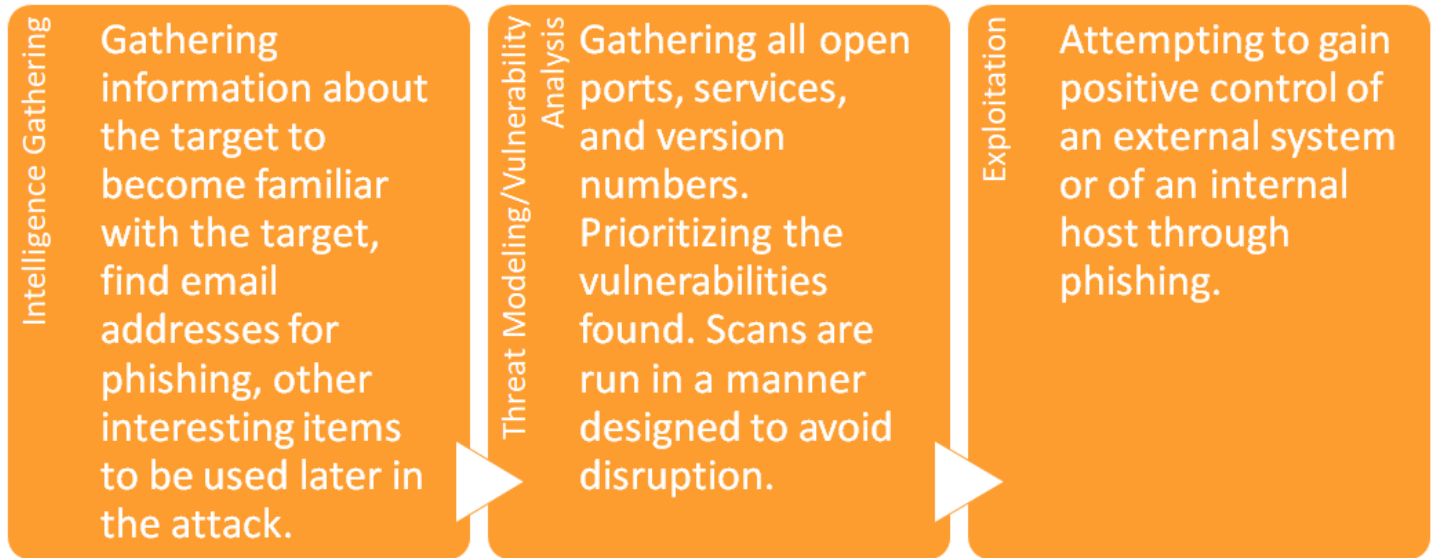
**CONFIDENTIAL INFORMATION**

## External Penetration Testing

### Engagement Summary

External penetration testing consists of enumerating and verifying vulnerabilities that could be exploited by external attackers to gain unauthorized access to the client’s systems. The assessment helps validate the organization’s investment in their security and information technology infrastructure.

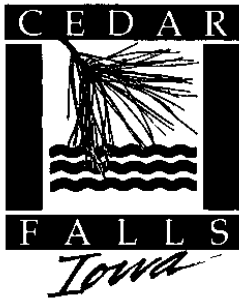
FRSecure’s team plays the role of an external attacker, attempting to exploit vulnerable systems to obtain confidential information or compromise network perimeter defenses. Our findings are then used to provide example scenarios that demonstrate the potential impact of a compromise.



### Deliverables

- Executive Summary
- Reconnaissance
- Enumeration
- Exploitation
- Recommendations

CONFIDENTIAL INFORMATION

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Inspection Services Division*

**TO:** Mayor Robert Green  
**FROM:** Jamie Castle  
**DATE:** September 25, 2003  
**SUBJECT:** City Hall Remodel final payment

We are requesting the final payment be paid for the City Hall Remodel Project. The final payment requested is \$55,345.94 which is the remaining retainage the City has held. Payments to Peters Construction for the project total \$ 3,764,343.06.

The City Hall Remodel project totaled \$4,500,000.00, which includes Design fees for Emergent Architecture, Peters construction costs, Kirk Gross (furniture) and other small contracts for finishes and technology upgrades (such as blinds in conference rooms and offices on the south side of the building).

# AIA Document G702™ - 1992

## Application and Certificate for Payment

DESCRIP: City Hall Remodel  
 ACCT. #: 443-1220-431.97-16  
 PROJ. #: 89-036-3231  
 APPROVE: [Signature]  
 DATE: 7/25/23

APPLICATION NO: 19  
 PERIOD TO: 7/24/2023  
 DISTRIBUTION TO:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 FIELD  
 OTHER

PROJECT: Cedar Falls City Hall Remodel  
 FROM CONTRACTOR: Peters Construction Corporation  
 901 Black Hawk Road  
 Waterloo, IA 50701

VIA ARCHITECT:  
 220 Clay Street  
 Cedar Falls, IA 50613

**CONTRACTOR'S APPLICATION FOR PAYMENT**  
 Application is made for payment, as shown below, in connection with the Contract.  
 AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 3,851,456.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ -88,112.94
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 3,763,343.06
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 3,763,343.06

5. RETAINAGE:
  - a. % of Completed Work (Columns D + E on G703) \$ 0.00
  - b. % of Stored Material (Column F on G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 3,763,343.06  
 (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 3,707,997.12  
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$ 55,345.94
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
<b>TOTAL</b>	\$	\$
NET CHANGES by Change Order	\$	\$

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Peters Construction Corporation  
 By: [Signature] Date: 7/24/23  
 State of: Iowa

County of: Black Hawk  
 Subscribed and sworn to before me this 24 day of July, 2023  
 Notary Public: [Signature]  
 My commission expires: 8/2/2025



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 55,345.94  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet must be changed to conform with the amount certified.)  
 ARCHITECT: by Ted Friesner  
 Date: 2023.07.25  
 By: [Signature] Date: 7-25-2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.





# AIA Document G703™ – 1992

## Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are in US dollars.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 19  
 APPLICATION DATE: 7/24/2023  
 PERIOD TO: 7/24/2023  
 ARCHITECT'S PROJECT NO: 112400

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
260	Signage	16,941.75	16,941.75				16,941.75	100.00	
270	HVAC/Plumbing	1,303,626.50	1,303,626.50				1,303,626.50	100.00	
280	Fire Sprinkler	51,598.50	51,598.50				51,598.50	100.00	
290	Electrical	685,788.80	684,788.00	1,000.80			685,788.80	100.00	
300									
310	Change Order #1	13,659.59	13,659.59				13,659.59	100.00	
320	Change Order 2	21,684.52	21,684.52				21,684.52	100.00	
330	Change Order 3	10,045.79	10,045.79				10,045.79	100.00	
340	Change Order 4	15,617.17	15,617.17				15,617.17	100.00	
350	Change Order 5	31,001.04	31,001.04				31,001.04	100.00	
360	Change Order 6	13,013.74	13,013.74				13,013.74	100.00	
370	Change Order 7	5,377.71	5,377.71				5,377.71	100.00	
380	Change Order 8	1,487.50	1,487.50	1,487.50			1,487.50	100.00	
	<b>Totals</b>		<b>3,763,343.06</b>	<b>2,488.30</b>			<b>3,763,343.06</b>	<b>100.00</b>	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G703™ – 1992, Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

191210A/CP04

Item 22.



RELEASE AND CERTIFICATE OF FINAL PAYMENT

Vendor: Haycraft Custom Cabinets

Contractor: Peters Construction Corporation

Project: Cedar Falls City Hall 220 Clay Street, Cedar Falls, IA 50613

Project #: 21-124

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work

In consideration of \$12,901.00 (Check No. 118483) as FINAL payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the FINAL payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 06/15/2023.

Haycraft Custom Cabinets

Executed: 06/15/2023

By:

Powered by RECEIVED 07/24/2023



RELEASE AND CERTIFICATE OF FINAL PAYMENT

Vendor: Accu-Saw LLC

Contractor: Peters Construction Corporation

Project: Cedar Falls City Hall 220 Clay Street, Cedar Falls, IA 50613

Project #: 21-124

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$796.70 (Check No. 118451) as FINAL payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the FINAL payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 06/15/2023.

Accu-Saw LLC

Executed: 06/15/2023

BY: [Signature] Mgr

Release Agreement in full payment of  
PETERS CONSTRUCTION CORP  
901 BLACK HAWK BLVD  
WATERLOO, IA 50604  
118451

Power of Attorney  
**RECEIVED**  
07/20/2023

LWB7534CD8-0BB4-11EE-9762-02FF6B2FC3D3



RELEASE AND CERTIFICATE OF FINAL PAYMENT

Vendor: SGH Redglaze Holdings, Inc

Contractor: Peters Construction Corporation

Project: Cedar Falls City Hall 220 Clay Street, Cedar Falls, IA 50613

Project #: 21-124

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$669.05 (Check No. 118502) as FINAL payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the FINAL payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 06/15/2023.

SGH Redglaze Holdings, Inc

Executed: 06/15/2023

By: [Signature]

RECEIVED  
06/22/2023

POWER RAY built RECEIVED 06/22/2023

LWB70D61E3-0BB4-11EE-9762-02FF6B2FC3D3



RELEASE AND CERTIFICATE OF FINAL PAYMENT

Vendor: G & R Construction

Contractor: Peters Construction Corporation

Project: Cedar Falls City Hall 220 Clay Street, Cedar Falls, IA 50613

Project #: 21-124

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$6,626.50 (Check No. 118479) as FINAL payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the FINAL payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 06/15/2023.

G & R Construction

Executed: 06/15/2023

By: [Signature]

Please sign and return this lien waiver to:
PETERS CONSTRUCTION CORP
501 ... IAWK RD
... IA 50701
... Peters build

Powered by built RECEIVED 06/22/2023



RELEASE AND CERTIFICATE OF FINAL PAYMENT

Vendor: Michael Painting & Decorating

Contractor: Peters Construction Corporation

Project: Cedar Falls City Hall 220 Clay Street, Cedar Falls, IA 50613

Project #: 21-124

The undersigned hereby certifies and represents that he has made full payment of all costs, charges and expenses incurred by him or on his behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with his work.

The Undersigned further certifies each of his subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work.

In consideration of \$2,520.15 (Check No. 118492) as FINAL payment, the Undersigned hereby unconditionally releases and discharges the Owner, and Peters Construction Corporation and the Owner's premises and property from all claims, liens and obligations of every nature arising out or in connection with the performance of the aforesaid work done and material furnished to except as set forth below:

As additional consideration for the FINAL payment the Vendor agrees to indemnify and to hold harmless the said Owner and Peters Construction Corporation from and against all costs, losses, damages, claims, cause of action, judgments and expenses, including attorney's fees arising out of or in connection with claims against the said Owner or Peters Construction Corporation which claims arise out of the performance of the work and which may be asserted by the Vendor or any of its suppliers, subcontractors or any of their representatives, officers, agents or employees except for those claims listed above.

The foregoing shall not relieve the Undersigned of his obligations, which by their nature survive completion of the work including, without limitation, warranties, guaranties and indemnities.

This Lien Waiver covers all work completed as of 06/15/2023.

Michael Painting & Decorating

Executed: 06/15/2023

By: *Yan Han*

Please sign and return this lien waiver to:  
PETERS CONSTRUCTION CORP  
501 BLACK HAWK RD.  
WATERLOO, IA 50701  
or accounting@peters.build





## ADMINISTRATION

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** September 25, 2023  
**SUBJECT:** Tax Increment Financing (TIF) Project Resolution: Cedar Falls Utilities

On the agenda is a Resolution Approving a Cedar Falls Utilities Communication Utility Installation Project in the Cedar Falls Unified Highway 58 Urban Renewal Area. The proposed CFU utility project is to install new core router equipment for the expansion of services to customers within the Urban Renewal Area.

As Council may recall, a process has been established whereby any potential CFU project seeking TIF reimbursement must first be approved by the CFU Board of Trustees and then submitted to City Council for review and approval. Any proposed CFU projects are reviewed by staff to insure that they are included in the Unified Highway 58 Corridor Urban Renewal Plan.

The proposed CFU communication project has been approved and is included in the Unified Highway 58 Urban Renewal Plan (updated by Amendment #6 in December 2020). Staff has reviewed Exhibit B (Project Description) attached and finds the project to be in compliance with the existing Urban Renewal Plan.

The CFU Board of Trustees approved this project at their September 13, 2023 meeting and City staff is recommending that City Council approve and adopt the following:

1. Resolution Approving a Cedar Falls Utilities Electric, Gas, Water, and Communications Utility Installation or Relocation Project in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area.

If you have any questions, please let me know.

Xc: Ron Gaines, P.E., City Administrator  
 Jennifer Rodenbeck, Director of Finance & Business Operations  
 Wynette Froehner, CFU Director of Finance and Organizational Services

URBAN RENEWAL PROJECT RESOLUTION

(Cedar Falls Utilities Electric, Gas, Water, and Communications Utility Installation or Relocation-Unified Highway 58 Corridor Urban Renewal Area Project)

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION APPROVING A CEDAR FALLS UTILITIES ELECTRIC, GAS, WATER, AND COMMUNICATIONS UTILITY INSTALLATION OR RELOCATION PROJECT IN THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA" and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING A CEDAR FALLS UTILITIES ELECTRIC, GAS, WATER, AND COMMUNICATIONS UTILITY INSTALLATION OR RELOCATION PROJECT IN THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA

WHEREAS, the City of Cedar Falls, Iowa has established the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (the "Urban Renewal Area") and has adopted an urban renewal plan and amendments thereto for undertaking urban renewal projects, as more fully described on Exhibit A attached hereto, (the "Projects") within the Urban Renewal Area; and

WHEREAS, before approving an urban renewal project, it is necessary to make certain findings under Chapter 403; and



WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 prior to December 1, 2023; and

WHEREAS, the amount of funds to be advanced for the Project is up to \$149,213.96 for Communications.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Cedar Falls, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 2785, there has been established the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the Project described on Exhibit A hereto to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Project is included in the Plan, as amended, for the Urban Renewal Area.

Section 2. It is hereby directed that the total costs for the Project be advanced from time to time from the TIF Project Fund in order to pay the costs of the Project. The advance shall be treated as an internal loan (the "Loan") from the TIF Project Fund to the Cedar Falls Utilities and the TIF Project Fund shall reimburse Cedar Falls Utilities the total actual Project costs from the Tax Increment Fund.

Section 3. All Project costs to be incurred for the Projects are approved, to be advanced as described in Section 2. The estimated cost for the Project is \$149,213.96 for Communications.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council prior to December 1, 2023.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, STATE OF IOWA, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, CMC, City Clerk

## EXHIBIT A

- Project Name:** Installation of conduit, pedestals, cabinets, fiber, and all associated materials to provide communications services to the West Viking Road Industrial Park area.
- Urban Renewal Plan/Project:** Additional Communication Utility installations and relocations necessary to accommodate future economic development and growth within the Urban Renewal Area (Project #2).
- Contractor/Amount:** Cedar Falls Utilities (CFU) total budgeted amount for Communications projects within the Urban Renewal Area: \$2,800,000.

## RESOLUTION NO. 6544

## RESOLUTION APPROVING REQUEST TO THE CITY OF CEDAR FALLS FOR REIMBURSEMENT OF URBAN RENEWAL PROJECT COSTS

## [UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL AREA]

**Whereas**, the City of Cedar Falls, Iowa (the "City") has established the Unified Highway 58 Corridor Urban Renewal Area (the "Urban Renewal Area") and has adopted the Unified Highway 58 Corridor Urban Renewal Plan and amendments thereto for undertaking urban renewal projects in the Urban Renewal Area; and

**Whereas**, the City and the Cedar Falls Municipal Electric, Gas, Water and Communications Utilities ("CFU") have entered into a Development Agreement for the Unified Highway 58 Corridor Urban Renewal Area dated November 13, 2013, with Amendment No. 1 dated November, 2014, and Amendment No. 2 dated May, 2016, wherein CFU agreed to construct various projects within the Urban Renewal Area ("CFU Projects") to provide electrical, gas, water and communications services that are critical to furthering the purposes of the Urban Renewal Plan; by Resolution No 6386, the January 2022 Amendment to the Development Agreement was approved by the Boards in order to include additional urban renewal projects and debt to be certified; and

**Whereas**, CFU agreed to construct the CFU Projects in return for Economic Development Grants funded by incremental tax revenues within the Urban Renewal Area to reimburse CFU for the costs associated with the CFU Projects; and

**Whereas**, CFU has expended funds to complete the CFU Projects listed on the 2023 TIF Certification Requests attached hereto as Exhibit 1; and

**Whereas**, the 2023 TIF Certification Requests identify the specified CFU Projects that have been completed and the expenditures for each eligible project; and

**Whereas**, these specified CFU Projects and related expenditures are eligible for reimbursement under the Development Agreement; and

**Whereas**, staff of CFU recommends sending the 2023 TIF Certification Requests to the City for approval and certification.

**Now, Therefore, Be It Resolved** by the Board of Trustees of the Municipal Communications Utility of the City of Cedar Falls, Iowa, that the General Manager is authorized and directed to send the 2023 TIF Certification Requests to the Finance Manager/City Clerk for the City of Cedar Falls, Iowa for consideration and certification by its City Council prior to December 1, 2023.

**Introduced and Adopted** this 13<sup>th</sup> day of September, 2023.



Richard L. McAlister – Chair

Attest:



MaraBeth K. Soneson – Secretary

The above Resolution was moved by Trustee Evens and seconded by Trustee Soneson. Upon call of the roll, the following Trustees voted:

Aye: McAlister, Engel, Soneson, Evens, Iehl  
 Nay: None  
 Absent: None

Attachment: Exhibit 1 – CFU TIF Certification Request

Exhibit 1

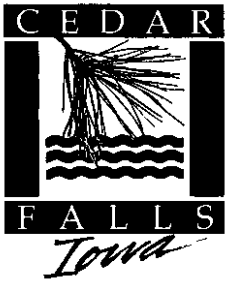
Item 23.

Cedar Falls Utilities TIF Certification for 2023											
CFU TIF Project/Plans	City Pre-Approval Reso #	District	Services	Utility	Fund	CFU Project Closed Date	Project WO#	Gross Amount	Less Loadings and Hourly Equipment	Contribution Deduction	Net Amount

1	CFU Headend 100G Equipment Upgrade	22597	Unified HWY58	core router equipment for expansion of services for new and existing customers	Comm	4	Dec-22	8510122	\$150,664.83	(\$1,450.87)	\$0.00	\$149,213.96
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<b>Grand Total</b>								\$ 150,664.83	\$ (1,450.87)	\$ -	\$ 149,213.96
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Summary	Pinnacle	Downtown	UH58
Electric			
Gas			
Water			
Comm			\$149,213.96
	\$ -	\$ -	\$ 149,213.96



## ADMINISTRATION

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

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**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** September 25, 2023  
**SUBJECT:** Funding Agreement with Cedar Falls Economic Development Corporation

Attached is the agreement with Cedar Falls Economic Development Corporation (CFEDC). The agreement sets forth the requirements that must be met by CFEDC in order to receive \$30,000 in base funding for FY24, with the option for incentive payments. The FY24 agreement provides for a maximum incentive of \$32,000.

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

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

**AGREEMENT TO ENHANCE ECONOMIC DEVELOPMENT IN CEDAR FALLS BY  
SUPPORTING THE CEDAR FALLS ECONOMIC DEVELOPMENT CORPORATION**

**THIS AGREEMENT** is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Cedar Falls Economic Development Corporation (hereinafter "CFEDC"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

**WHEREAS**, CFEDC is an agency that qualifies for funding from the City pursuant to CFD 3128: Finance Policy – Outside Entity Funding (“Funding Policy”); and

**WHEREAS**, CFEDC has proposed to provide projects, input, and expertise to increase the economic vitality and wealth by leading collaborative economic and community development in the Cedar Valley, and whereby CFEDC will engage in economic development activities to directly benefit the City of Cedar Falls; and

**WHEREAS**, the proposed activities of CFEDC that will compliment or expand upon the existing economic development efforts of the City of Cedar Falls are explained in CFEDC’s application filed with the City; and

**WHEREAS**, the Funding Policy allows certain funding for projects of this type on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of CFEDC and the City; and

**WHEREAS**, CFEDC and the City have reached agreement on the precise terms and conditions under which the project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

**NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:**

1. **Recipient status.** CFEDC affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law. CFEDC shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. **Recipient mission statement.** CFEDC has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of the Funding Policy approved by the City Council.

3. **Recipient documentation.** Prior to receiving funding, CFEDC shall provide the following documentation to City:

- a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable;
- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;

- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CFEDC by the City, CFEDC shall represent and advocate for the interests of business, industry and institutions operating in the City of Cedar Falls. CFEDC agrees that proposed activities of CFEDC will complement or expand upon the existing economic development efforts of the City of Cedar Falls (hereinafter the "Project"). Failure to abide by this requirement shall result in a Return of Funds pursuant to Paragraph 10 of this Agreement.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$62,000 in order to support implementation of the Project, upon Request for Payment as provided in Paragraph 8, and upon receipt of the Accounting required in Paragraph 6, as follows:

- a. A Base Budget amount not to exceed \$30,000, to be paid in two separate payments of \$15,000 on December 31, 2023, and June 30, 2024; and
- b. An amount not in excess of \$32,000 in potential Incentive Payments, if earned, as follows:
  - 1) CFEDC will provide the following information in writing to the City on a semi-annual basis to show all efforts made to promote Cedar Falls, broken down into categories for (a) companies solicited by CFEDC to locate in Cedar Falls, (b) companies CFEDC contacted to expand operations in Cedar Falls, and (c) inquiries received by CFEDC from companies for marketing materials or about available sites or buildings: number of initial calls, contacts, leads, prospects, conferences attended to present marketing about Cedar Falls, databases organized and/or posted on websites for providing relevant information about Cedar Falls, other efforts made to network, form relationships and/or subscribe to services, and material responses to requests for information. Based on the documentation submitted by CFEDC, the City, at its sole discretion, will evaluate the semi-annual performance of CFEDC and may provide Semi-Annual Performance Payments up to \$16,000 to CFEDC, with a total maximum not to exceed \$32,000. Semi-Annual Performance Payments are subject to City Council approval.

In addition, items that CFEDC staff leads and influences including talent development efforts that directly benefit Cedar Falls companies, innovation and startup assistance in Cedar Falls, and contribution to the entrepreneur ecosystem in Cedar Falls including support for the Future Forward Cedar Falls 2025 Strategic Plan, the approved city council goals, and the CFEDC's approved Vision & Goals document in those areas the CFEDC is identified can be considered for incentive funding, subject to City Council approval.

Work completed by the CFEDC on a specific project that does not locate in Cedar Falls, does not proceed, or falls under the

support capacity items noted in the prior paragraph, will be documented by CFEDC and submitted to the City for incentive payment consideration by the City as part of the performance report.

The incentive payments identified in Paragraph 5-b will be provided only if CFEDC can establish a causal partnership between its activities and the economic development for which it proposes to be paid the incentive payments. The incentive payments, if earned, shall be paid on December 31, 2023, and June 30, 2024.

Actual expenditures may exceed the amount budgeted for each major line item provided such costs are otherwise reasonable and allocable to the approved project scope of work. Total expenditures may not exceed the total funding amount authorized in this Paragraph.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** CFEDC shall provide the City with a detailed accounting of the expenditure of City funds and a written report outlining CFEDC's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 8.

7. **Salaries.** A portion of the City's payment, as outlined in Paragraph 5, may provide funding for a portion of the salaries and employee benefits described in the application. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a CFEDC employee or against a CFEDC employee by others will be borne by CFEDC. There is no employer-employee relationship between the City and CFEDC or any CFEDC employee, officer, director, agent, volunteer or representative.

8. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CFEDC to the City on a biannual basis, specifically December 31, 2023, and June 30, 2024. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above and upon receipt of the Report on Project Results required in Paragraph 9. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

9. **Report on Project Results.** CFEDC agrees to provide the City with a written summary documenting the results of the Project on at least a biannual basis, specifically no later than November 1, 2023, and May 1, 2024. Such report shall include without limitation:

- a. Details of external marketing efforts, public relations efforts, and establishing new/existing partnerships with other agencies, including but not limited to the City of Cedar Falls, Grow Cedar Valley, Cedar Falls Utilities, Cedar Falls Schools, and the University of Northern Iowa;
- b. Summary on the CFEDC's involvement in advocating for the continued development and redevelopment of College Hill and the University of Northern Iowa campus and surrounding areas;
- c. Summary on the CFEDC's involvement with Community Main Street, such as planning and supporting of projects, and any other initiatives that they establish;



- d. Summary on the efforts to continue the development and redevelopment of the University Avenue corridor, including potential incentives and other value added projects to the corridor;
- e. Summary on the efforts on any public relations to help foster positive growth in Cedar Falls;
- f. Summary on the efforts to establish and assist the City towards the creation of housing of all types, including meetings with the City, outside agencies, developers, etc.
- g. Talent development efforts that directly benefit Cedar Falls companies, coworking space, innovation and startup assistance in Cedar Falls, and contribution to the entrepreneur ecosystem in Cedar Falls including support for the Future Forward Cedar Falls 2025 Strategic Plan, the current fiscal year's approved goals, and the CFEDC's approved Vision & Goals.

10. **Return of Funds.** In the event CFEDC does not use funds for the intended purpose(s) or in the event CFEDC does not comply with the reporting requirements of Paragraph 9 above, the funds or any portion thereof shall be returned to the City prior to the end of the current fiscal year, which is June 30, 2024.

11. **Time limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement.

12. **Recipient Board.** The Recipient Board, Cedar Falls Economic Development Corporation Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

13. **Termination.** Either party may terminate this contract at any time if:

- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
- b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
- c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party, as long as the City has not yet provided funding, or CFEDC reimburses all City funding prior to termination.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, telegram, or in person to the authorized official of the other party who executed this agreement.

14. **Liability.** The City’s participation in the Project is limited to funding as provided in this Agreement, and neither this Agreement nor the Project shall be considered a partnership or joint venture. The City has asserted no control over the Project or over CFEDC or its employees, officers, directors, agents or volunteers with respect to the Project, and specifically disavows any and all liability whatsoever for any acts or omissions related to or arising out of the Project.

15. **Legal Expenses.** CFEDC agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to CFEDC’s performance, or the performance of CFEDC’s employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CFEDC.

16. **Terms of Agreement Control Over Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be funded. Any and all provisions of CFEDC’s Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. CFEDC agrees that the Project shall be carried out without regard to a participant’s race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other legally protected characteristic.

17. **Entire Agreement.** This Agreement, together with the Application, to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

18. **Term of Agreement.** This Agreement covers the period from July 1, 2023 through and including June 30, 2024.

**IN WITNESS WHEREOF**, the parties have subscribed this Agreement effective as of the date stated above.

Cedar Falls Economic Development Corporation

By: \_\_\_\_\_  
Katy Susong – Chair of the Board CFEDC

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC  
City Clerk



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Michelle Pezley, AICP, Planner III  
**DATE:** October 2, 2023  
**SUBJECT:** CDBG Owner Occupied Rehabilitation

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds that support several programs, including housing rehabilitation and repair for income-qualifying residents. The City is contracted with INRCOG to oversee the program.

On August 7, the City Council approved the contract with Daniel's Home Improvement for the Owner-Occupied rehabilitation project at 912 Calumett Drive.

The project consisted of new windows in the kitchen with repair to the exterior trim, two new doors, new steps with a handrail, and some concrete work to the driveway. Due to the deteriorated condition of the whole driveway and the potential safety issues, the change order is requested that is over 10% from the approved contract. The additional work includes removing concrete around the house and garage and adding a drain in front of the garage with the cost of \$10,650. These were included in the original scope of work as additional alternative items. With these changes, the total cost for the contract will be \$21,815.00.

The program is a five-year forgivable loan. The revised forgivable loan agreement and mortgage with the property owner are attached. The mortgage will be recorded.

#### RECOMMENDATION:

Community Development Department recommends acceptance of the change order, amendment to the contract with Daniel's Home Improvement and forgivable loan agreement with the property owner at 912 Calumet Drive.

Please contact staff with any questions. Thank you.

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

**Change Order 1 - Changes in ~~Strikethrough~~ and Underline**

Linda Seather  
 912 Calumett Drive  
 Cedar Falls, IA 50613

Line Item	Scope of Work	Original Cost	Updated Cost
<b>EXTERIOR</b>			
1	Install vinyl replacement windows in the kitchen (2 windows). Touch up any loose or damaged paint on the stops, sills or trim after the window installation. Replace all deteriorated exterior trim and paint to cover the trim & exposed wood. <b>Requires Lead Safe Work Practices</b>	\$ 1,400.00	\$ 1,400.00
2	Remove all loose and cracked window putty on the three front living room windows. Scrape and paint all exposed wood. <b>Requires Lead Safe Work Practices</b>	\$ 325.00	\$ 325.00
3	Install a heavy duty wrought iron handrail and guard rails on two sets of steps.	\$ 1,275.00	\$ 1,275.00
4	Remove the concrete driveway from the front of the house to the rear of the main house, approximately 30 feet X 14 feet. Replace the concrete driveway to include removing and resetting the steps at the side door. The concrete is to be 5" thick with rered if required by city codes. Replace front walkway from driveway to front steps.	\$ 7,245.00	\$ 7,245.00
5	Replace the storm door at the side entrance.	\$ 500.00	\$ 500.00
6	<p><u>Add the following alternates:</u></p> <p><u>Remove the concrete driveway from the front city sidewalk to the front of the house, approximately 24' x10'. The concrete is to be 5" thick with rered if required by the city codes.</u></p> <p><u>Remove the concrete driveway from the rear corner of the house to the garage, approximately 24' x18'. The concrete is to be 5" thick with rered if required by the city codes.</u></p> <p><u>Cut out the concrete in front of the garage and install a drain across the front to the garage. Make all concrete repairs needed for the installation.</u></p>	\$ -	\$ 10,175.00
7	<u>Additional grading and filling work</u>	\$ -	\$ 475.00
<b>OTHER</b>			
7	Lead Safe Work Practices - Site preparation and cleanup.	\$ 200.00	\$ 200.00
8	City permits.	\$ 220.00	\$ 220.00

912 Calumett Dr Change Order 1, cont'd

Item 25.

Project Total: \$ 11,165.00 \$ 21,815.00

Hard Costs (amount of 5-year forgivable loan): \$ 10,965.00 \$ 21,615.00

Lead Hazard Reduction Costs: \$ 200.00 \$ 200.00

3 KTRIL longevity@msn.com

L A Seather

9/21/23

Owner's Signature: Linda Seather

See Invoice & Change Order Request

Contractor's Signature: Daniels Home Improvement

More 9/21/23

9/21/23

INRCOG Signature

City Signature

ALTERNATES		
1	In lieu of Line Item 2 above, install vinyl replacement casement windows in the three front living room windows. Touch up any loose or damaged paint on the stops, sills or trim after the window installation. Replace all deteriorated exterior trim and paint to cover the trim & exposed wood. <b>Requires Lead Safe Work Practices</b>	\$0.00
	Remove the concrete driveway from the front city sidewalk to the front of the house, approximately 24' x10'. The concrete is to be 5" thick with rered if required by the city codes.	\$3,600.00
2	Install vinyl replacement windows in the foundation (5 windows). Touch up any loose or damaged paint on the stops, sills or trim after the window installation. Replace all deteriorated exterior trim and paint to cover the trim & exposed wood. <b>Requires Lead Safe Work Practices</b>	\$0.00
	Remove the concrete driveway from the rear corner of the house to the garage, approximately 24' x18'. The concrete is to be 5" thick with rered if required by the city codes.	\$5,875.00
3	Replace all concrete from the front of the house back to the garage with pads under all three steps and front sidewalk.—	\$0.00
	Cut out the concrete in front of the garage and install a drain across the front to the garage. Make all concrete repairs needed for the installation.	\$700.00

This home is presumed to contain lead based paint; therefore certain items are noted where the disturbance of lead paint is expected. ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.

Lead safe work practices include but may not be limited to:

- Protecting occupants by informing them of times and locations of lead hazard reduction activities in advance of such work, so that special alternative housing arrangements can be made prior to safe lead clearance testing, if required.
- Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required.
- Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms.
- Disposing of lead paint chips, dust and residue as required by landfill.



**FORGIVABLE LOAN AGREEMENT  
CDBG REHABILITATION PROGRAM**

Account No. 1-23-693 Amount \$ 21,815.00

Owner Name Linda A. Seather Date 9/22/2023

Address of Property 912 Calumett Drive

Legal Description of Property: Lot No. Forty-One (41) in College Square Addition in the City of Cedar Falls, Black Hawk County, Iowa

WHEREAS, the City of Cedar Falls, Iowa (the "City"), participates in the federal Community Development Block Grant ("CDBG") Program; and

WHEREAS, as part of the CDBG Program, the City provides forgivable loans to qualified individuals for the purpose of funding qualified improvements to property; and

WHEREAS, the City has determined that the above-named owner ("Owner") is a qualified individual and has proposed qualified improvements to the property described above ("Property") all in compliance with the City's CDBG program and in compliance with CDBG laws, regulations and rules; and

WHEREAS, the Owner must agree to certain conditions for receipt of the forgivable loan and that such conditions be reduced to writing; and

WHEREAS, the property to be benefited by the forgivable loan must be subject to encumbrance to secure repayment of the loan in the event that the loan is not forgiven.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recitals, Exhibits Incorporated. The foregoing recitals and identifying information above as well as Exhibits attached are hereby made part of this Agreement by this reference as if fully set forth herein.

2. Repair Contract. The City agrees to pay the amount stated above to the contractor who completes the qualified improvements under the terms of a Repair Contract between the City, the contractor, and the Owner. Owner agrees to execute contemporaneously herewith a Repair Contract in the form attached as Exhibit A.

3. Payment by City is a Loan. Owner agrees that payment by the City under the Repair Contract is a loan, that such payment is made on Owner's behalf, that such payment is solely for the benefit of Owner, and Owner further agrees that Owner is solely responsible for repayment to the City, if required, to the extent called for in this Agreement.

4. Interest Free Loan. The forgivable loan described in this Agreement shall not bear interest.

5. Forgivable Loan; Term of Affordability. The forgivable loan described in this Agreement shall be forgiven in its entirety if Owner remains in ownership of the Property and occupies the Property throughout the Term of Affordability. The "Term of Affordability" is defined for purposes of this Agreement as beginning on the date of final disbursement of City funds under the CDBG Program and ending on the last day of the Sixtieth (60<sup>th</sup>) month thereafter.

6. Sale or Transfer of Property. If, during the Term of Affordability, the Owner sells or transfers the Property, whether voluntarily or involuntarily, or does not occupy the Property as Owner, then the Owner shall repay the loan according to the schedule set forth in Paragraph 7 below. Notwithstanding the above, if sale or transfer or end of occupancy occurs as a result of the death or serious illness of the Owner, or damage to or destruction of the Property through no fault of the Owner that makes the Property uninhabitable, repayment of the forgivable loan herein shall not be required.

7. Loan Repayment Schedule. If the Property is sold or transferred or is no longer occupied by Owner during the Term of Affordability ("Repayment Event"), the loan herein shall be repaid within Twenty (20) days of demand therefore by the City, according to the following schedule:

- a. If a Repayment Event occurs within twelve (12) months of the Commencement Date of the Term of Affordability, one hundred (100) percent of the loan amount shall be due and payable to the City;
- b. If a Repayment Event occurs between the 13<sup>th</sup> and 24<sup>th</sup> month after the Commencement Date of the Term of Affordability, Eighty (80) percent of the loan shall be due and payable to the City;
- c. If a Repayment Event occurs between the 25<sup>th</sup> and 36<sup>th</sup> month after the Commencement Date of the Term of Affordability, Sixty (60) percent of the amount of the loan shall be due and payable to the City;
- d. If a Repayment Event occurs between the 37<sup>th</sup> month and 48<sup>th</sup> month after the Commencement Date of the Term of Affordability, Forty (40) percent of the loan amount shall be due and payable to the City;
- e. If a Repayment Event occurs Between the 49<sup>th</sup> and 60<sup>th</sup> month after the Commencement Date of the Term of Affordability, including any extensions to the Term of Affordability, Twenty (20) percent of the loan amount shall be due and payable to the City.
- f. If no Repayment Event occurs during the Term of Affordability, the loan herein shall not be required to be repaid and shall be considered forgiven as of the end of the Term of Affordability.

8. Mortgage. Owner agrees to execute contemporaneously herewith a mortgage in the form attached hereto as Exhibit B as collateral for the forgivable loan herein. Such mortgage shall be recorded at Owner's cost.

9. Loan Does Not Exceed 50% of Assessed Value. Owner hereby certifies and represents that the amount of loan stated above does not exceed Fifty (50) percent of the Black Hawk County Auditor's assessed value of the Property, unless an approved exception applies, such as the Property is listed or designated by an appropriate authority as a landmark or located within an historic district.

10. Loan Does not Exceed Equity in Property. Owner hereby certifies and represents that the amount of the loan stated above does not exceed the difference between the combined unpaid balance of all purchase money loans on the Property and the fair market value of the Property after approved improvements are completed.

11. Taxes. Owner shall be solely responsible for federal and/or state income taxes payable as a result of any loan amounts that are forgiven.

12. No Assignment. This Agreement may not be assigned without the prior written consent of the City. Any approved assignment must include an assumption by assignee of all duties and obligations under this Agreement.

13. Subordination. The forgivable loan herein shall be subject to and subordinated to any purchase money loan for the Property existing as of the date of this Agreement.

14. Amendment. This Agreement may not be modified or amended except in writing and signed by the parties hereto.

15. Governing Body. This Agreement shall not be effective unless and until approved by the City Council of the City.

16. Successors and Assigns. This Agreement is binding upon the approved assigns and successors of the parties.

17. Integration. This Agreement constitutes the entire understanding of the parties, and supersedes any previous understandings between the parties with respect to the matters addressed herein.

18. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Iowa, regardless of choice of law principles.

19. Notice. Any notices given pursuant to this Agreement shall be in writing and shall either be personally delivered, emailed, or sent by ordinary mail to:

20. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year above first written.

(Signature lines)

THE CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

OWNER:  
Linda A. Seather

By: L A Seather  
Linda A. Seather

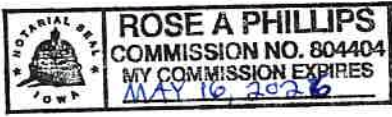
STATE OF IOWA )

) ss:  
)

COUNTY OF BLACK HAWK

This instrument was acknowledged before me on the 22<sup>nd</sup> day of September, 2023,  
by Linda A. Seather, Owner of 912 Calumett Drive.

Rose Phillips  
Notary Public in and for the State of Iowa



Prepared by and return to: City of Cedar Falls, Community Development Department, 220 Clay St., Cedar Falls, IA (319) 273-8600

**REAL ESTATE MORTGAGE  
CITY OF CEDAR FALLS  
OWNER-OCCUPIED REHABILITATION PROGRAM**

1. **GRANT OF MORTGAGE AND SECURITY INTEREST** For valuable consideration, on September 22, 2023, LINDA A. SEATHER, an unremarried widow (the "*Mortgagor*"), hereby grant, mortgage and convey to the City of Cedar Falls, Iowa (the "*Mortgagee*") a security interest in all of the following described property:

- a. LAND AND BUILDINGS situated in Black Hawk County, Iowa (the "*Land*"); at **912 Calumett Dr, Cedar Falls, Iowa 50613**, and legally described as:

**Lot No. Forty-One (41) in College Square Addition in the City of Cedar Falls, Black Hawk County, Iowa**

and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "*Buildings*"), including all hereditaments, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land (the Land, Buildings and all of such rights and interests are collectively referred to as the "*Mortgaged Property*").

- b. **PERSONAL PROPERTY.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs. Replacements and substitutes of, to, and for the foregoing the ("*Personal Property*").
- c. **REVENUES AND INCOME.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "*Revenues and Income*").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called "*Mortgaged Property*"), together with all privileges, hereditament thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

2. **OBLIGATIONS** This Mortgage secures the following (hereinafter collectively referred to as the "*Obligations*"):

- a. The payment of the loan made by Mortgagee to Linda A. Seather evidenced by a Rehabilitation Contract Agreement (the "*Agreement*") dated August 8, 2023 in the principal amount of **\$21,815.00 (Twenty-one thousand eight hundred fifteen dollars)** (the "*Loan*"); and
- b. All other obligations of Mortgagors to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety,

including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

- c. Term of Affordability. The Mortgagors shall comply with the terms of the Agreement and this Mortgage for a term of Five (5) years from the Commencement Date as defined in the Agreement (the “*Term of Affordability*”), and if complied with, the original Loan amount shall be forgiven in its entirety.
- d. Principal Residence Requirement; Loan Recapture. The Mortgagors shall own and occupy the Mortgaged Property as the Mortgagors’ principal residence. The Mortgagors shall notify the Mortgagee if, prior to the end of the Term of Affordability, any Mortgagor sells, vacates, rents, abandons or otherwise transfers the Mortgaged Property, whether voluntarily or involuntarily (“*Repayment Event*”).

The original Loan amount shall be forgiven according to the following schedule:

- I. If a Repayment Event occurs within twelve (12) months of the Commencement Date of the Term of Affordability, one hundred (100) percent of the loan amount shall be due and payable to the City;
- II. If a Repayment Event occurs between the 13<sup>th</sup> and 24<sup>th</sup> month after the Commencement Date of the Term of Affordability, Eighty (80) percent of the loan shall be due and payable to the City;
- III. If a Repayment Event occurs between the 25<sup>th</sup> and 36<sup>th</sup> month after the Commencement Date of the Term of Affordability, Sixty (60) percent of the amount of the loan shall be due and payable to the City;
- IV. If a Repayment Event occurs between the 37<sup>th</sup> month and 48<sup>th</sup> month after the Commencement Date of the Term of Affordability, Forty (40) percent of the loan amount shall be due and payable to the City;
- V. If a Repayment Event occurs Between the 49<sup>th</sup> and 60<sup>th</sup> month after the Commencement Date of the Term of Affordability, including any extensions to the Term of Affordability, Twenty (20) percent of the loan amount shall be due and payable to the City.
- VI. If no Repayment Event occurs during the Term of Affordability, including any extensions thereof, the loan herein shall not be required to be repaid and shall be considered forgiven as of the end of the Term of Affordability and any extensions thereof.

Any Loan amount not forgiven according to this schedule shall be considered the “*Recapture Amount.*” If, during the Term of Affordability, any Repayment Event occurs, Mortgagors shall pay immediately to the Mortgagee the entire Recapture Amount.

- 3. REPRESENTATIONS AND WARRANTIES OF MORTGAGORS.** Mortgagors represent, warrant and covenant to Mortgagee that (i) Mortgagors hold clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgagors have the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgagors will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. (vi) Mortgagor not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Mortgagor hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

- 4. PAYMENT AND PERFORMANCE OF THE OBLIGATIONS.** Mortgagors will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagors under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.
- 5. TAXES.** Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.
- 6. LIENS.** Mortgagors shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagors shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.
- 7. COMPLIANCE WITH LAWS.** Mortgagors shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.
- 8. PERMITTED CONTESTS.** Mortgagors shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as mortgagors shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagors' liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagors shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.
- 9. CARE OF PROPERTY.** Mortgagors shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Mortgagors shall not make any material alteration to the Mortgaged Property without the prior written consent of Mortgagee.
- 10. INSURANCE.**
- a. **RISKS TO BE INSURED.** Mortgagors, at their sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligations. At Mortgagors' option, such policy may have a coinsurance clause of not less than 90% of replacement cost provided the policy contains an appropriate form of cost escalation endorsement. Mortgagors will at their sole cost and expense, from time to time, and at any time at the request of Mortgagee, provide Mortgagee with evidence satisfactory to Mortgagee of the replacement cost of Mortgaged Property. Mortgagors will maintain such other insurance as Mortgagee may reasonably require.
- b. **POLICY PROVISIONS.** All insurance policies and renewals thereof maintained by Mortgagors pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, be payable to the parties as their interest may appear, contain a standard or union-type loss payable clause in favor of Mortgagee, contain



an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects.

- c. **DELIVERY OF POLICY OR CERTIFICATE.** If requested by Mortgagee, Mortgagors will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgagors shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Mortgagors shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.
- d. **ASSIGNMENT OF POLICY.** If the Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagors in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.
- e. **NOTICE OF DAMAGE OR DESTRUCTION; ADJUSTING LOSS.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagors will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and to Mortgagee and will not adjust any damage or loss which is estimated by Mortgagors in good faith to exceed \$25,000 unless Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagors do hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagors.
- f. **APPLICATION OF INSURANCE PROCEEDS.** All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same including but not limited to reasonable attorney's fees) to the reduction of the Obligations or to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Obligations. Any application of insurance proceeds to principal of the Obligations shall not extend or postpone the due date of the installments payable under the Obligations or change the amount of such installments.
- g. **REIMBURSEMENT OF MORTGAGEE'S EXPENSES.** Mortgagors shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorney's fees, and all such expenses shall be additional amounts secured by this Mortgage.

**11. INSPECTION.** Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagors shall in no way rely or claim reliance thereon.

**12. PROTECTION OF MORTGAGEE'S SECURITY.** Subject to the rights of Mortgagors under paragraph 8 hereof, if Mortgagors fail to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against or investigate such action or proceeding, and take such other action as

Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 12 with interest thereon at the rate of 0% per annum, shall become an Obligation of Mortgagors secured by this Mortgage. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgagors unless Mortgagors and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagors for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

**13. CONDEMNATION.** Mortgagors shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the names of Mortgagors, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.

**14. FIXTURE FILING.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and address of Mortgagors as set forth in paragraph 20 herein and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 20 herein.

**15. EVENTS OF DEFAULT.** Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):

- a. Mortgagors shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.
- b. Mortgagors shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagors under the United States Bankruptcy Code or Mortgagors shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.
- c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.
- d. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.
- e. The Mortgagors fails to occupy the Mortgaged Property as their "principal and primary residence or domicile".
- f. The Mortgagors sell, vacate, rent, abandon or otherwise transfer the Mortgaged Property, whether voluntarily or involuntarily.

- g. The Mortgagors fail to pay all taxes or assessments when due, to pay required insurance when due, or to maintain the Mortgaged Property in good condition.
- h. The Mortgagors fail to perform any other material term or condition of this Mortgage or the Agreement.

**16. ACCELERATION; FORECLOSURE.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

- a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.
- b. Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagors of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagors at least ten (10) days prior to the date of intended disposition.
- c. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

**17. REDEMPTION.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months or reduced to three (3) months if the property is not used for an agricultural purpose as defined in section 535.13. provided in all cases under this section the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first two (2) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to three (3) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagors or their successors in interest in such action. If the redemption period is so reduced, Mortgagors or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagors shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

**18. ATTORNEYS' FEES.** Mortgagors shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

- 19. FORBEARANCE NOT A WAIVER, RIGHTS AND REMEDIES CUMULATIVE.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.
- 20. NOTICES.** All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:
- a. If to Mortgagors, to: Linda A. Seather, 912 Calumett Drive, Cedar Falls, IA 50613
  - b. If to Mortgagee, to: City of Cedar Falls, Community Development Department 220 Clay Street, Cedar Falls, Iowa 50613
- Or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.
- 21. SEVERABILITY.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.
- 22. FURTHER ASSURANCES.** At any time and from time to time until payment in full of the Obligations, Mortgagors will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagors secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagors to Mortgagee.
- 23. SUCCESSORS AND ASSIGNS BOUND; NUMBER; GENDER; AGENTS; CAPTIONS.** The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
- 24. GOVERNING LAW.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa and the federal laws and regulations governing the HOME Program.
- 25. RELEASE OF RIGHTS OF DOWER, HOMESTEAD AND DISTRIBUTIVE SHARE.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.
- 26. ACKNOWLEDGMENT OF RECEIPT OF COPIES OF DEBT INSTRUMENT.** Mortgagors hereby acknowledge the receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby.

Dated: September 22, 2023.

L A Seather  
Linda A. Seather, Mortgagor

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

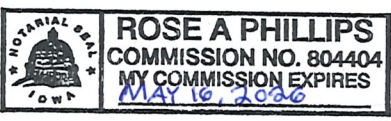
Dated: September 22, 2023.

L A Seather  
Linda A. Seather, Mortgagor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on September 22, 2023, by Linda A. Seather.

Rose Phillips  
Signature of Notary Public





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Michelle Pezley, AICP, Planner III  
**DATE:** October 2, 2023  
**SUBJECT:** CDBG Homeowner Repair project

Cedar Falls is a recipient of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds that support several programs, including housing rehabilitation and repair for income-qualifying residents. The City has a contract with Iowa Northland Regional Council of Governments (INRCOG) to assist staff to oversee the housing rehabilitation and repair projects.

After two bid attempts, INRCOG received one bid on June 12<sup>th</sup> by Tojo Construction for a repair project for a home at 808 Bluff Street in Cedar Falls. The repair project will improve living conditions for the residents of the home and bring the home into code compliance. The project includes repairs and replacement of doors on the exterior of the home; and updating electrical and plumbing in the bathroom and kitchen on the interior of the home. Tojo Construction estimates the scope of the work, including permit costs is \$9019.00.

The Housing Commission reviewed and approved the proposed scope of this rehabilitation project at their June 21<sup>st</sup> meeting.

#### RECOMMENDATION:

With the attempt to have competitive bids with two processes, Community Development Department recommends acceptance of one bid and enter into a contract with Tojo Construction, Inc. in the amount of \$9,019.00 for 808 Bluff Street.

Please contact staff with any questions. Thank you.

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

## REPAIR CONTRACT

This Contract made the day hereinafter set forth by and between Sharon K. Jungling Clabby, hereinafter referred to as the "Owner" and Tojo Construction, Inc., hereinafter referred to as the "Contractor."

WITNESSETH THAT:

WHEREAS, the Owner desires to engage the Contractor to perform certain work on the premises commonly known as 808 Bluff Street, Cedar Falls, Iowa: and

WHEREAS, the said premises are located in the area designated as Project No. 2-23-694 of the Community Development Block Grant (CDBG) Program

WHEREAS, the Owner desires to utilize all services provided by the City in connection with the said project; and

WHEREAS, insofar as this Contract is concerned, the term "City" shall mean the City of Cedar Falls, Iowa acting through its Community Development Department, 220 Clay Street, Cedar Falls, Iowa 50613.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Employment of Contractor: The Owner hereby engages the Contractor with the approval of the City to perform the services and supply the materials hereinafter set forth.

Section 2. Scope of Services: The Contractor shall perform all of the services and furnish all the material necessary to make the improvements described in the Contract for the aforesaid premises.

Section 3. Improvements: The improvements to be made and/or constructed by the Contractor are identified in in the Housing Rehabilitation Project Write Up referred to in Exhibit "A," attached hereto, made a part hereof and incorporated as a part of this Agreement. Contractor will also follow the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 and available on the City's website or upon request.

Section 4. Subcontracting: The Contractor shall not be required to employ any subcontractor against whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the Owner.

Section 5. Equal Employment Opportunity: (Contracts subject to Executive Order 11246 and 11375). During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The Contractor will take affirmative action to ensure that applicants employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Orders 11246 and 11375, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Orders 11246 and 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor of the Secretary of Housing and Urban Development pursuant thereto, and will permit access to his books, records, and accounts by the property owner, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11375, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Orders 11246 and 11375 so that such provisions



REPAIR CONTRACT  
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will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the property owner may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the property owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (h) In the event that this contract exceeds \$10,000, the contractor then agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 6. Economic Opportunities for Section 3 Residents/Business Concerns: (Contracts subject to Section 3 Clause of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992). During the performance of this contract, the Contractor agrees as follows:

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- (h) The contractor agrees to comply with Executive Order 11063, as amended by Executive Order 11375, as related to discrimination in housing.

Section 7. Time for Performance: The Contractor shall, upon acceptance of this Bid and submission of evidence of satisfactory insurance coverage, begin work within 20 days after a Notice to Proceed is delivered to the Contractor and shall be satisfactorily completed within 60 calendar days thereafter. Notwithstanding the aforesaid, the Contractor is excused from performance or delay if at any time in the progress of the work by any act of neglect of the Owner or the City or any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. When the work has been fully completed, approved by the City, and all waivers and releases of liens required by the City are submitted, final payment shall be made to the Contractor by the City.

Section 8. Insurance: The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefits acts, from claims for damages to property which may arise both out of and during operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Commercial general liability insurance coverage shall be written on an "occurrence" basis. The CGL policy shall have a minimum coverage of \$1,000,000 million per occurrence and \$2,000,000 million aggregate. The Contractor shall save the Owner harmless from damages arising out of the work set forth therein. Before commencing work, Contractor shall furnish the City with certificates showing that the above insurance is in force. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and new certificates shall be furnished to the City.

Section 9. Changes in the Work: No modification of this Contract shall be made except in written change order signed by the Contractor and Owner, and approved by the City.

Section 10. Releases of Liens: The Contractor shall submit to the City a release of all mechanics and material liens prior to final payment of the consideration set forth hereafter.

Section 11. Compensation: The City agrees to compensate the Contractor **\$9,019.00** for the services and the materials to be provided herein.

Section 12. Payment for Completed Work or Materials Ordered: The Contractor will be paid all but ten percent (10%) of the contract price after the work is satisfactorily completed. This 10% of contract price will be held for thirty (30) days after the date of the final certification of completion. Upon request of the Contractor and with approval of the City, progress payments may be made. Progress payments shall not exceed 90% of the value of the work satisfactorily completed. Payments due the Contractor will be paid within 30 days after the City receives the Contractor's invoice and satisfactory release of liens of claims for liens by subcontractors, laborers, and material suppliers for completed work or installed materials. The City may reimburse the Contractor for materials included on Exhibit A that are ordered and paid for by the Contractor, at any time after this Contract is approved by the City upon providing an invoice.

Section 13. Provision for the Owner: Owner will permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of the work. Further, Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, covering and furniture as necessary. The Owner is prohibited from doing any work or hiring any person to do any work to the Owner's home or property at any time prior to the date of final inspection for this project that will interfere with or adversely impact the Contractor's scope of work, with the exception of emergency repairs. The Owner shall notify the City and Contractor in advance regarding any emergency work or repairs that are to be done, and no such emergency work or repairs shall be done without the approval of the City and the Contractor.

Section 14. Occupancy Provision: The premises are to be occupied (unless otherwise notified by the City) during the course of the construction work.

Section 15. Condition of Premises: Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise.

Section 16. Interest of Housing Commission and Local Public Officials. No members of the Housing Commission of the City who exercises any functions or responsibilities, and no member of the City Council of the City of Cedar Falls shall have any interest, direct or indirect, in this contract.

Section 17. Disputes: Disputes or claims pertaining to the Project Specifications, Drawings (if applicable), Standard Specifications for Housing Rehabilitations adopted in September 2015, or workmanship will be mediated by the City, and a written determination of finding will be provided to the Owner and Contractor. If any interested party desires to contest such finding, a written request for an appeal hearing shall be submitted to the City representative, who shall set a date for such hearing with the Housing Commission. The Commission will then hold an appeal hearing and make a determination of resolution in writing to both parties. Should either party contest the decision, a request to appeal may

be made to the Mayor. The Mayor will then ask the City Council to make the determination of resolution. The decision of the City Council shall be final and binding on all interested parties.

Any binding provisions between the Owner and Contractor shall be set forth in this Contract; the City shall not become involved in a dispute between the Owner and the Contractor arising from work performed outside this Contract.

Section 18. Workmanship: The work provided hereunder by the Contractor shall be executed as directed by the City's Standard Specifications for Housing Rehabilitations adopted in September 2015 (available on the City's website or upon request) and in the most sound, workmanlike and substantial manner, and all materials used in the construction, rehabilitation, renovating, remodeling, and improving shall be new unless otherwise expressly set forth in the specifications.

Section 19. Engineering Surveys, Permits, Fees, and Licensing: The Contractor shall furnish all engineering surveys as required unless otherwise specified. The Contractor shall furnish all permits and licenses for the authorization to execute said work and pay all fees incidental to acquiring same. The contractor shall meet all local licensing requirements.

Section 20. Inspection of Work: The City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, City Standards, or any public authority requires any work to be specifically inspected, tested or approved, the Contractor shall give the City timely notice of its readiness for inspection. Inspections by the City shall be promptly made. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. If such work should be found not in accordance with this contract, including incorporated plans and specifications, the Contractor shall pay such costs; provided, however, if the Contractor can show that the defect was not caused by him or his subcontractors, then in that event, the Owner shall pay the cost of remedying such work.

Section 21. Defects after Completion: Any defects that appear within one (1) year from the completion of the work and arise out of the defective or improper materials or workmanship will upon the direction of the City be corrected and made good by the Contractor at his own expense.

Section 22. Approval by City: This Agreement must be approved by the City before it becomes effective.

Section 23. Nonliability of the City and Indemnification: The parties hereto agree to hold the City harmless and to indemnify the City for any damages concerning the undertaking and carrying out of this Contract.

Section 24. Default: In the case of default by the Contractor, the City may procure the articles of services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

Section 25. Termination: In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the

time limit specified in this Contract, or if the provisions of the Contract are otherwise violated by the Contractor, then in any case, upon ten (10) days' written notice to the contractor, the City shall have the right to declare the Contractor in default in the performance of these obligations under the Contract. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice from the City may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is thus declared to be in default, the City will proceed to have the work completed, shall apply the cost of having the work completed any money due the Contractor under the contract, and Contractor shall be responsible for any damages resulting to Owner by reason of default.

Section 26. Notices: Notices to be given by Owner or City to Contractor shall be considered given for the purpose of this Agreement when provided via electronic mail or when deposited in regular mail to the Contractor at the address listed below.

Section 27. Condition for Validity of Agreement: This Contract is contingent upon the receipt by the Owner of a Grant or Loan in an amount sufficient to cover the cost of the rehabilitation work described herein. If the Grant or Loan is not approved, this Contract is null and void.

Section 28. Prohibition Against "Kick-Backs": The Contractor agrees that he has not and will not give up any part of the compensation to which he is entitled under this contract for the purpose of being awarded the contract; further, the Contractor agrees that he will not induce any person employed by him to give the Contractor any part of any compensation owed the employee for work done pursuant to this contract.

Section 29. Other Federal Requirements:

- (a) Access and Maintenance of Records. For projects utilizing CDBG funds, the contractor must maintain all required records for five years after final payments are made and all other pending matters are closed. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.
- (b) Civil Rights. For all CDBG-funded projects, the Contractor must comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352). States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
  - Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
  - Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
  - Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309). Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
  - The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.) Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or

be subjected to discrimination under any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- (c) All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

REPAIR CONTRACT  
Project # 2-23-694  
9/7/2023

CONTRACTOR

ACCEPTANCE BY OWNER(S)

**Tojo Construction, Inc.**

**Sharon Clabby**

Contractor Firm Name

Owner(s) Name

**PO Box 2662**

**808 Bluff Street**

Contractor's Address

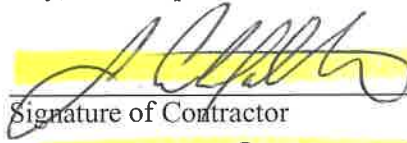
Owner's Address

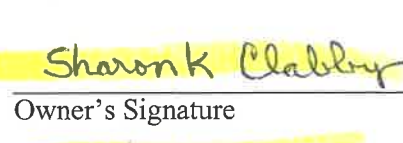
**Waterloo, IA 50704**

**Cedar Falls, IA 50613**

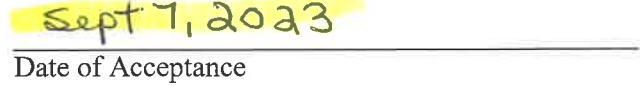
City, State, Zip

City, State, Zip

  
Signature of Contractor

  
Owner's Signature

  
Date of Acceptance

  
Date of Acceptance

**CITY OF CEDAR FALLS, IOWA**

By: \_\_\_\_\_  
Rob Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk





**Exhibit A: Rehabilitation Specifications**

Sharon Clabby - (319) 243-0443

808 Bluff Street

Cedar Falls, IA 50613

Line Item	Scope of Work	Rehab Manual Section	Price
<b>ELECTRICAL</b>			
1	Install a GFI outlet in the kitchen and bathroom. Replace the outlets on the front bedroom south wall and the living room north wall. Eliminate and cap the switch and old outlet above the kitchen sink - install an additional GFI in the second outlet above the kitchen sink.	1900	\$ 2,492.00
<b>PLUMBING</b>			
2	Replace the kitchen faucet and the bathroom sink faucet including new supply lines with shut off valves. Install new traps on the kitchen and bathroom sinks. Clean the drain line from the kitchen and bathroom to the mainline.	1800.2	\$ 1,835.00
3	Replace the bathtub faucet with showerhead, supply lines, shut off valves and trap.	1800.2	\$ 1,960.00
<b>INTERIOR</b>			
4	Repair walls around bathtub and install a tub surround. <b>Requires Lead Safe Work Practices</b>	1200	\$ 1,250.00
<b>EXTERIOR</b>			
5	Install an aluminum combination storm door on the front entrance. <b>Requires Lead Safe Work Practices</b>	900.41	\$ 405.00
6	Install an aluminum combination storm door on the rear entrance. This is a special order door due to size. <b>Requires Lead Safe Work Practices</b>	900.41	\$ 405.00
<b>OTHER</b>			
7	Lead Safe Work Practices - Site preparation and cleanup.		\$ 500.00
9	City permits.		\$ 172.00

Total: \$ **9,019.00**

Hard Costs \$ **8,519.00**

Lead Hazard Reduction Costs \$ **500.00**

<b>ALTERNATES</b>			
1	Pour a concrete pad at the front door approximately 3' X 4" with two risers. Relevel or replace the square of sidewalk that is sticking up at the top of the steps coming up from the city sidewalk.	300	\$ 1,475.00

This home is presumed to contain lead based paint; therefore certain items are noted where the disturbance of lead paint is expected. ONLY PERSONS WHO HAVE BEEN TRAINED AND CERTIFIED MAY CONDUCT WORK FOR THE LINE ITEMS SPECIFIED.

Lead safe work practices include but may not be limited to:

- Protecting occupants by informing them of times and locations of lead hazard reduction activities in advance of such work, so that special alternative housing arrangements can be made prior to safe lead clearance testing, if required.
- Preparing worksite by having all necessary material and labor to do the work in a safe, efficient manner that will not unnecessarily delay completion and clearance testing if required.
- Control and contain all paint chips, dust and residue by laying down tarps and completely sealing off affected rooms.
- Disposing of lead paint chips, dust and residue as required by landfill.

Exhibit B  
FEDERAL REGULATIONS PROHIBITING USE OF  
LEAD-BASED PAINT AND ELIMINATION OF  
LEAD-BASED PAINT HAZARD

Part I: Prohibition of Lead-Based Paint Usage

A. Definition:

"Lead-based paint" means any paint containing more than one percent (1%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints or in the dried film of paint already applied.

B. Applicable Surfaces:

Applicable surfaces means all interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.

Part II: Elimination of Lead-Based Paint Hazard

A. Procedure:

All defective paint conditions shall be assumed to involve lead-based paint and thus to constitute health hazards that must be corrected unless testing shows that lead is not present in the paint at a level above 1.0 percent.

B. Treatment:

Particular care shall be taken to correct conditions of cracking, scaling, peeling and loose paint on walls, ceilings, doors, windows, trim, stairs, railings, cabinets and piping. All such surfaces shall be thoroughly washed, scraped or wire brushed so as to remove all cracking, scaling, peeling and loose paint before repainting. As a minimum, these surfaces must receive two (2) coats of a suitable nonlead-based paint. Where it is infeasible to control or correct the cracking, scaling, peeling or loosening of the lead-based paint and the film integrity of the treated surfaces cannot be maintained, the paint on these surfaces shall be removed or covered with material such as hardboard, plywood, drywall, plaster, or other suitable material.

Part III: The Contractor will comply with all applicable regulations in 24 C.F.R. Part 35 pertaining to requirements for notification, evaluation and reduction of lead-based paint hazards in federally owned residential properties and housing receiving federal assistance.

... ..

### ANTI-KICKBACK STATEMENT

It is hereby certified that no employee or official of the City of Cedar Falls, Iowa, has paid any kickback, fees or considerations of any type, directly or indirectly to the contractor in the awarding of the construction bid for property at **808 Bluff Street, Cedar Falls, IA 50613**.

SIGNED \_\_\_\_\_

TITLE Mayor

Subscribed and sworn to before me, a notary public in and for the State of Iowa on this \_\_\_ day of \_\_\_\_\_, 2023

Notary Public \_\_\_\_\_

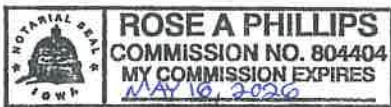
I, Jeremy Cutsforth, representing Tojo Construction, Inc., contractor for the construction work performed at the above-mentioned address hereby certify that I have not received nor was I offered, any kickback, fees, or consideration of any type, directly or indirectly for the work done as set out in the construction contract for the above-mentioned property.

SIGNED [Signature]

TITLE Owner

Subscribed and sworn to before me, a notary public in and for the State of Iowa, this 11<sup>th</sup> day of September, 2023.

Notary Public [Signature]







## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Chris Sevy, AICP, Planner I  
**DATE:** October 2, 2023  
**SUBJECT:** College Hill Neighborhood Overlay Design Review - Murals at Pettersen Plaza  
 (Case #: DR23-002)

**REQUEST:** To install panels for the display of changeable artwork at Pettersen Plaza

**PETITIONER:** Friends of Pettersen Plaza; Brent Dahlstrom (owner); Signs & Designs (contractor)

**LOCATION:** 2016 College Street – Wall presenting to Pettersen Plaza

#### PROPOSAL

On the north-facing wall of 2016 College Street, which presents to Pettersen Plaza, the applicant is requesting permission to install three (3) aluminum composite panels to be secured to aluminum standoffs which would be mounted directly to the brick of the wall. Each panel would be 3.5 feet tall by 8 feet wide (28 square feet) and would be used to display artwork created by UNI students. The artwork would be chosen through competition hosted by the UNI Art Department and UNI Public Art Incubator. It is anticipated that artwork will be chosen and changed out each year.

#### BACKGROUND

As per the applicant, this proposal is the second phase of the Friends of Pettersen Plaza project to make the plaza a more inviting and attractive place for students, area residents, and visitors to grab lunch and hold small events. The first phase included new plantings and several picnic tables. Both phases were/are funded by private donations.

To the right is an example of the scale of what is being proposed. Each panel will be 28 square feet and the height to the bottom



of each will be 9 feet. The panels will not be used for advertising, but only for the display of artwork.

In terms of maintaining the panels, that will be the responsibility of the Friends' organization and the Public Art Incubator (PAI). Joe Barber, Signs and Designs (a licensed sign contractor) will be installing the framework for the mural project which will include interchangeable aluminum composite boards upon which the artwork will be printed and displayed. Dan Perry, PAI Coordinator, will coordinate the competition within the UNI Art Department/PAI and winning artwork will be on display for at least one year.

### ANALYSIS

For murals, the College Hill Neighborhood Overlay District guidelines require "review by the Planning and Zoning Commission and approval by the City Council for the purpose of considering scale, context, coloration, and appropriateness of the proposal in relation to nearby facades and also in relation to the prevailing character of the commercial district." The following is a short analysis of each consideration.

#### Scale:

The proposed artwork is located on the side wall of a commercial building with large, blank walls, creating the perfect backdrop for wall art. With a total sign area of 84 square feet, and a wall area in excess of 1500 square feet, the cumulative scale of all three panels is well-proportioned to the space.

#### Context:

Petterson Plaza is two and a half blocks away from the UNI Campus and College Hill is where a majority of students live. The display of artwork of UNI students in College Hill's Petterson Plaza appears to be an appropriate interface between the work of students at the University and the community.

#### Coloration:

There is no specific artwork intended to be reviewed by the City and thus no coloration to consider at this time. Part of this request is for approval to allow the art competition at UNI to determine the art to be displayed. The request is for approval of a changing art exhibit in this location, so the applicants will not have to seek approval from the City each time art is chosen and changed out.

#### Appropriateness of the proposal:

In relation to nearby facades and the prevailing character of the commercial district, the proposed panels, and the artwork they display are likely welcome additions to the neighborhood character. No single piece of art is intended to be up indefinitely with the artwork refreshed annually. This is certain to add more character and culture to the College Hill Neighborhood.

### TECHNICAL COMMENTS

The primary concern of Staff has been to ensure the durability of the installation. The artwork will be installed by a licensed sign contractor utilizing generally accepted methods for affixing hardware to the side of a building. The murals will not be lighted. Overall, the project appears to be a nice enhancement to a public space, which the City has otherwise been working to update in conjunction with Friends of Petterson Plaza and the College Hill Partnership. The artwork will



be digitally printed on aluminum composite and will be north facing. The amount of sun damage and fading should be minimal, and the quality of the images should hold up well in the year that they are on display.

The applicant obtained signed permission from the owner of 2016 College College Street to install the panels. If the City Council approves this request, a permit will be issued for installation of the panels.

Notice of this application was sent to neighbors on September 1 2023.

### RECOMMENDATION

The Planning and Zoning Commission, with a vote of 8 ayes and 0 nays, recommends approval of Case #DR23-002, a design review application for installing panels for changeable artwork on the north side of the building at 2016 College Street.

### PLANNING & ZONING COMMISSION

Discussion/Vote 9/13/2021 The first item of business was a College Hill Neighborhood Design Review for artwork at Pettersen Plaza. Chair Lynch introduced the item and Mr. Sevy provided background information. He explained that the applicant is requesting permission to install three aluminum composite panels to be secured to aluminum standoffs on the north facing wall of 2016 College Street (Pettersen Plaza). It would be used to display artwork created by UNI students that will be chosen by an annual competition hosted by the UNI Art Department and the UNI Public Art Incubator. He showed an example of what could be displayed for illustration purposes. He noted that the proposed panels and artwork are likely be welcome additions to the neighborhood character. Staff recommends approval of installing the panels.

Mr. Hartley stated that he feels it will be a nice addition. Ms. Moser agreed.

Mr. Hartley made a motion to approve the item. Ms. Moser seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Crisman, Hartley, Larson, Leeper, Lynch, Moser and Stalnaker), and 0 nays.

### Attachments:

Letters of Intent  
PDF Image of Proposal

## **Letter of Intent For Pettersen Plaza Mural Project 2016 College Street, Cedar Falls**

To Whom it May Concern,

The purpose of this letter is to inform you of the intended scope of work for the Petersen Plaza Mural Project at 2016 College Street. The intent is to add a series of aluminum composite panels on aluminum standoffs, featuring artwork from UNI art students and beautify the Petersen Plaza area. This project is being supported by James Kern, representative for the Friends of Peterson Plaza and Dan Perry, coordinator for the Public Art Incubator at the University of Northern Iowa.

Updated artwork will be selected annually, and James Kern will be personally funding the maintenance and updating of this project.

The non-illuminated panels are constructed from aluminum composite material with digitally printed graphics. It will be secured on aluminum standoffs mounted directly to the brick. There will be 3 panels, each 42" x 96". The height to the bottom of the panels would be 108".

**Petersen Plaza Project Contacts:**

- James Kern
- Cedar Falls, IA 50613
- (319) 266-6233
  
- Dan Perry
- Cedar Falls, IA 50613
- (319) 273-7684

**Property Owner:**

- CV Commercial LLC
- PO Box 128
- Cedar Falls, IA 50613
- 

The property owner's approval is attached. Signs & Designs will be completing the manufacturing and installation of the signage. Any questions on this project can be directed to Joe Barber at 319-277-8829.

## **Pettersen Plaza Neighboring Properties**

### **2020 College St.**

- CV Commercial
- PO Box 128
- Cedar Falls, IA 50613

### **Pettersen Plaza**

- City of Cedar Falls
- 220 Clay Street
- Cedar Falls, IA 50613

### **2019 College St.**

- Convenience Store Investments
- PO Box 2107
- LaCrosse, WI 54602

Brent Dahlstrom

Owner

CV Commercial

2016 College

Cedar Falls, IA 50613

brentdahlstrom@gmail.com

7/31/2023

To whom it may concern,

I am writing to you today to grant approval regarding the mural brackets project for the Petterson Plaza. This project is a valuable addition to our community and will have a positive impact on the College Hill area.

I have been a resident of Cedar Falls for over 20 years, and I have seen firsthand how the arts can enrich a community. Murals are a powerful way to tell stories, celebrate our history, and inspire creativity. I believe that this mural will be a beautiful addition to our cityscape and will help to make our community a more vibrant and welcoming place.

Thank you for your time and consideration.

Sincerely,

Brent Dahlstrom

A handwritten signature in black ink, appearing to read "Brent Dahlstrom". The signature is fluid and cursive, with the first name "Brent" being more prominent and the last name "Dahlstrom" following in a similar style.

August 24, 2023

Jaydevsinh Atodaria  
City Planner I  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Dear Mr. Atodaria:

I am writing on behalf of the Friends of Pettersen Plaza in reference to the mural project to be attached to Brent Dahlstrom's building that borders the south side of Pettersen Plaza.

The mural project will be a collaboration between our Friends' group, the College Hill Partnership (CHP) and the UNI Art Department/Public Art Incubator (PAI). This project is the second phase of the Friends of Pettersen Plaza project to make the plaza a more inviting and attractive place for folks to grab lunch, hold small events and the like. The first phase included all new plantings and the purchase of several picnic tables. Both of these projects were funded by private donations.

In terms of maintaining the mural, that will be the responsibility of the Friends' organization and the Public Art Incubator. Joe Barber, Signs and Designs, and Dan Perry, Public Art Incubator (PAI) Coordinator, will be installing the framework for the mural project which will include an interchangeable fabric material upon which the artwork will be displayed. Mr. Perry will coordinate the competition within the UNI Art Department/PAI and the winning artwork will be on display for at least one year.

Please let me know if you need any further information. Send any pertinent information regarding the P&Z and Council meetings to my attention. If work doesn't interfere, I will attend both meetings.

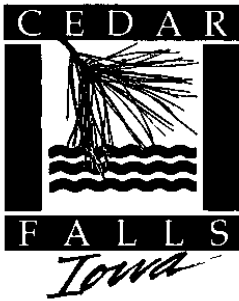
Sincerely,



Dan Breitbach  
Friends of Pettersen Plaza Committee Member

Cc: Jim Kerns, Joe Barber and Dan Perry





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Chris Sevy, City Planner I  
**DATE:** September 5, 2023  
**SUBJECT:** Rental to Single Family Owner Conversion Incentive Program:  
 1310 Iowa Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single-family owner-occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner-occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Amy Perez purchased the property at 1310 Iowa Street in March 2023 and has applied to be considered for the Rental to Single Family Owner Conversion Incentive Program. Attached are supplemental materials as required for review. The owner reached out to staff prior to purchase of the property to inquire about the program and begin the process of applying. Funding for the program at the time was in question, but staff has continued contact as the property meets the requirements for the program. It has been a rental for at least the last three years (since 2009), is in the R-2 zoning district, falls within the program's geographical boundaries, and is in a neighborhood with less than 75% rentals. However, the actual block where 1310 Iowa sits exceeds that figure.

After several years as a tenant, Amy Perez is happy to be able to finally afford a house near family in Cedar Falls where she can also have space to watch her nieces and nephews. This is especially meaningful when considering life challenges noted in her letter of intent (included as an attachment). One big maintenance item that she is proposing with this application is a re-roof of the house which appears to be very necessary as per inspections performed. Other exterior items were also identified in the home inspection at the time of purchase which City Staff recommended to be part of the work that will be performed. These include repair and replacement of rotted wood (posts and decking) on the wrap-around porch. Also, the exterior window framing is to be scraped and refinished. The total of bids for the re-roof and the exterior repairs comes to \$12,618.64. This is as per estimates from Aesthetic Elements (\$9,452.43 for re-roof) and Cedar Valley Handyman, LLC (\$3,166.21 for other repairs). The quotes are also attached to the packet for reference. The proposed improvements have been verified by the city's building inspector as necessary improvements.

City staff notes that the proposed exterior improvements must be finished within a year timeframe from the date when the first payment for this forgivable loan program is provided by the City. Staff also notes that the applicant will have to pull the required building permits for the proposed work, to ensure compliance with city code. For more reference, the applicant has provided existing pictures of the problem areas which suggest that these improvements will enhance living conditions and improve the character of the neighborhood.

If the application is approved, the City will be funding \$8,000 for this project and the applicant will make their own investment of just over \$4,600 which align well with the intent of this grant program. Normally, close to a 1:1 match is expected, and this is being followed for the re-roof which was the only improvement initially proposed. The additional work beyond the reroof is recommended by City Staff to spur deterioration of the wrap-around porch and maintain the long-term function of the windows. Staff is proposing that the City cover the difference for the repair items that the applicant did not initially propose and which they are unable to afford otherwise.

The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$8,000 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold before the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements.

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director  
Karen Howard, Planning & Community Services Manager

Attachments: Forgivable Loan Agreement and Accompanying Exhibits  
Applicant's Letter of Intent  
Application  
Project Cost Estimates  
Pictures of Exterior



This instrument was drafted by: Chris Sevy, Community Development Department,  
City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

## **FORGIVABLE LOAN AGREEMENT**

### **RENTAL TO OWNER CONVERSION PROGRAM**

Account No. 101-2245-44-89.79

Amount funded \$ 8,000.00.

Owner Name: Amy Perez (Primary), Susan Hoffert (Co-owner)      Date: 09-25-2023

Address of Property: 1310 Iowa Street

Legal Description of Property: LOT NO. 426 IN S. A. BISHOP'S REPLAT OF A PART OF  
PACIFIC ADDITION, CEDAR FALLS, BLACK HAWK COUNTY, IOWA.

WHEREAS, the City of Cedar Falls, Iowa (the "City"), provides forgivable loans to individuals for the purpose of funding qualified improvements to a qualifying property converted from rental to owner-occupied under the rules of the City's Rental to Owner Conversion Program; and

WHEREAS, the City has determined that the above-named owner ("Owner") has proposed to construct qualified improvements to the property described above ("Property") under the City's Rental to Owner Conversion Program ("Program"), thereby qualifying for a forgivable loan; and

WHEREAS, the City requires that the Owner agree to certain conditions for receipt of the forgivable loan and that such conditions be reduced to writing; and

WHEREAS, the City also requires that the property benefited by the forgivable loan be subject to encumbrance to secure repayment of the loan in the event that the loan is not forgiven.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recitals, Exhibits Incorporated. The foregoing recitals and identifying information above as well as Exhibits attached are hereby made part of this Agreement by this reference as if fully set forth herein.

2. Payment by City. The City agrees to pay to Owner within Twenty (20) days of approval of this Agreement by the City Council of the City, 50% of the amount of the approved improvements contained in the estimate attached hereto as Exhibit A ("Estimate"), as reflected in the Amount stated above, up to a maximum of \$4,000.00. The City further agrees to pay to Owner the remainder of the Amount stated above upon completion of the work covered by the Estimate. up to a maximum of an additional \$4,000.00. As a condition of the second payment called for herein, Owner agrees to provide to the City in advance of such second payment, proof deemed sufficient by the City that Owner has paid in full the contractor performing the work under the Estimate and that the work has been completed according to City requirements, as applicable. The City agrees to make such second payment within Twenty (20) days of receipt of sufficient proof of payment by Owner and receipt of proof of recording of the mortgage identified

in Paragraph 8 below. The maximum amount the City shall pay to Owner under the Program is \$8,000.00, regardless of the total cost of qualified improvements. If the work covered by the Estimate is not completed on a timely basis, Owner shall repay the City in full for the City's initial 50% payment within Twenty (20) days of demand therefore by the City. "Timely" shall mean that the improvements will be completed within one year from the date the initial payment is made to the Owner, unless the City agrees to extend this time period upon written request of the applicant; said request stating the reason the extension is needed.

3. Payment by City is a Loan. Owner agrees that payment by the City under the Program is a loan, and Owner further agrees that Owner is solely responsible for repayment to the City, if required, to the extent called for in this Agreement.

4. Interest Free Loan. The forgivable loan described in this Agreement shall not bear interest.

5. Forgivable Loan; Term of Agreement. The forgivable loan described in this Agreement shall be forgiven in its entirety if Owner remains in ownership of the Property and occupies the Property as the Owner's principal residence throughout the Term of Agreement. The "Term of Agreement" is defined for purposes of this Agreement as beginning on the date of final disbursement of City funds under the Program, hereinafter referred to as the "Commencement Date," and ending on the last day of the 60<sup>th</sup> month thereafter.

6. Sale or Transfer of Property. If, during the Term of Agreement, the Owner sells or transfers the Property, whether voluntarily or involuntarily, or does not occupy the Property as Owner, then the Owner shall repay the loan according to the schedule set forth in Paragraph 7 below. Notwithstanding the above, if sale or transfer or end of occupancy by Owner of the Property occurs as a result of the death or serious illness of the Owner, or damage to or destruction of the Property through no fault of the Owner that makes the Property uninhabitable, repayment of the forgivable loan herein shall not be required.

7. Loan Repayment Schedule. If the Property is sold or transferred or is no longer occupied by Owner during the Term of Agreement ("Repayment Event"), the loan herein shall be repaid within Twenty (20) days of demand therefore by the City, according to the following schedule:

a. If a Repayment Event occurs within twelve (12) months of the Commencement Date of the Term of Agreement, one hundred (100) percent of the loan amount shall be due and payable to the City;

b. If a Repayment Event occurs between the 13<sup>th</sup> and 24<sup>th</sup> month after the Commencement Date of the Term of Agreement, Eighty (80) percent of the loan shall be due and payable to the City;

c. If a Repayment Event occurs between the 25<sup>th</sup> and 36<sup>th</sup> month after the Commencement Date of the Term of Agreement, Sixty (60) percent of the amount of the loan shall be due and payable to the City;

d. If a Repayment Event occurs between the 37<sup>th</sup> month and 48<sup>th</sup> month after the Commencement Date of the Term of Agreement, Forty (40) percent of the loan amount shall be due and payable to the City;

e. If a Repayment Event occurs Between the 49<sup>th</sup> and 60<sup>th</sup> month after the Commencement Date of the Term of Agreement, including any extensions to the Term of Agreement, Twenty (20) percent of the loan amount shall be due and payable to the City.

f. If no Repayment Event occurs during the Term of Agreement, the loan herein shall not be required to be repaid and shall be considered forgiven as of the end of the Term of Agreement.

8. Mortgage. Owner agrees to execute contemporaneously herewith a mortgage in the form attached hereto as Exhibit B as collateral for the forgivable loan herein. Such mortgage shall be recorded with the Agreement prior to disbursement of the second payment called for in Paragraph 2 above.

9. Loan May Not Exceed Equity in Property. Owner hereby certifies and represents that the amount of the loan stated above does not exceed the difference between the combined unpaid balance of all purchase money loans on the Property and the fair market value of the Property after approved improvements are completed.

10. Increase in Estimate. Owner assumes and accepts the risk of any increase in the cost of the Estimate, and the City shall not increase the forgivable loan amount stated herein, regardless of the amount of increase.

11. No Contract with Contractor; No Third-Party Beneficiary. The City shall not be a party to any agreement or arrangement the Owner may have with the person or entity performing the work under the Estimate, and the City and Owner agree that no person or entity not a party to this Agreement shall be deemed a beneficiary of this Agreement. Further, this Agreement shall not serve as the basis for any claim or demand by any person or entity not a party to this Agreement.

12. No Joint Venture. Neither this Agreement nor the work to be performed under the Program shall be considered a joint venture between the City and the Owner, and no employer-employee, partnership or any other relationship other than debtor-creditor is intended between or among the parties.

13. Compliance with Laws. Owner agrees that any work performed under the Program shall be done in conformance with all federal and state laws and regulations, and in conformance with the City's ordinances, rules, regulations, and standards.

14. Permits; Inspection. Owner shall be responsible for securing all necessary permits for the work to be performed under the Program, at Owner's cost. The work to be performed under the program is subject to inspection by the City at its sole discretion.

15. Mechanics Liens. Owner agrees to secure release of any mechanic's liens filed of record for the work performed under the Program, prior to the second payment by the City called for herein.

16. Taxes. Owner shall be solely responsible for federal and/or state income taxes payable as a result of any loan amounts that are forgiven.

17. No Assignment. This Agreement may not be assigned without the prior written consent of the City. Any approved assignment must include an assumption by assignee of all duties and obligations under this Agreement.

18. Subordination. The forgivable loan herein shall be subject to and subordinated to any purchase money loan for the Property. A home equity loan and a home equity line of credit are not considered to be a purchase money loan for purposes of this Agreement.

19. Amendment. This Agreement may not be modified or amended except in writing and signed by the parties hereto.

20. Governing Body: This Agreement shall not be effective unless and until approved by the City Council of the City.

21. Successors and Assigns. This Agreement is binding upon the approved assigns and successors of the parties.

22. Integration. This Agreement constitutes the entire understanding of the parties, and supersedes any previous understandings between the parties with respect to the matters addressed herein.

23. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Iowa, regardless of choice of law principles.

24. Notice. Any notices given pursuant to this Agreement shall be in writing and shall either be personally delivered, emailed, or sent by ordinary mail to:

25. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year above first written.

\_\_\_\_\_  
Amy Perez  
OWNER

\_\_\_\_\_  
Susan Hoffert  
OWNER

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

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2023, by\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

Prepared by and return to: City of Cedar Falls, Community Development Department,  
220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

## **TOTAL PROJECT COST AND FORGIVABLE LOAN AWARDED**

### **RENTAL TO OWNER CONVERSION PROGRAM**

**(Exhibit A)**

#### **Proposed Exterior Improvements:**

Tear off all existing roofing materials and install new - \$9,452.43

Replacing porch posts and decking, and repair windows - \$3,166.21

Total Project Cost - \$12,618.64

#### **Forgivable Loan Awarded from the City: \$8,000**

Staff notes that if the submitted application for proposed exterior improvement of \$12,618.64 is approved, then the city will be funding \$8,000 for this project since the applicant is also making their own investment of just over \$4,600, which will align well with the intent of this forgivable loan incentive program.

Prepared by and return to: City of Cedar Falls, Community Development Department, 220 Clay St., Cedar Falls, IA (319) 273-8600

**REAL ESTATE MORTGAGE  
CITY OF CEDAR FALLS  
RENTAL TO OWNER CONVERSION PROGRAM  
(Exhibit B)**

**1. GRANT OF MORTGAGE AND SECURITY INTEREST** For valuable consideration, on \_\_\_\_\_, 20\_\_\_, Amy Perez and Susan Hoffert, (the "*Mortgagor*"), hereby grant, mortgage and convey to the City of Cedar Falls, Iowa (the "*Mortgagee*") a security interest in all of the following described property:

- a. LAND AND BUILDINGS situated in Black Hawk County, Iowa (the "*Land*"); at **1310 Iowa Street, Cedar Falls, Iowa 50613**, and legally described as:

**LOT NO. 426 IN S. A. BISHOP'S REPLAT OF A PART OF PACIFIC  
ADDITION, CEDAR FALLS, BLACK HAWK COUNTY, IOWA**

and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "*Buildings*"), including all hereditaments, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land (the Land, Buildings and all of such rights and interests are collectively referred to as the "*Mortgaged Property*").

- b. PERSONAL PROPERTY. All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs. Replacements and substitutes of, to, and for the foregoing the ("*Personal Property*").
- c. REVENUES AND INCOME. All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "*Revenues and Income*").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called "*Mortgaged Property*"), together with all privileges, hereditament thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

**2. OBLIGATIONS** This Mortgage secures the following (hereinafter collectively referred to as the "*Obligations*"):

- a. The payment of the loan made by Mortgagee to Amy Perez and Susan Hoffert evidenced by a Forgivable Loan Agreement (the "*Agreement*") dated \_\_\_\_\_, 20\_\_\_ in the principal amount of **\$8,000 (Eight Thousand Dollars)** (the "*Loan*"); and
- b. All other obligations of Mortgagors to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety,

including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

- c. Term of Agreement. The Mortgagors shall comply with the terms of the Agreement and this Mortgage for a term of Five (5) years from the Commencement Date as defined in the Agreement (the “*Term of Agreement*”), and if complied with, the original Loan amount shall be forgiven in its entirety.
- d. Principal Residence Requirement; Loan Recapture. The Mortgagors shall own and occupy the Mortgaged Property as the Mortgagors’ principal residence. The Mortgagors shall notify the Mortgagee if, prior to the end of the Term of Agreement, any Mortgagor sells, vacates, rents, abandons or otherwise transfers the Mortgaged Property, whether voluntarily or involuntarily (“*Repayment Event*”).

The original Loan amount shall be forgiven according to the following schedule:

- I. If a Repayment Event occurs within twelve (12) months of the Commencement Date of the Term of Agreement, one hundred (100) percent of the loan amount shall be due and payable to the City;
- II. If a Repayment Event occurs between the 13<sup>th</sup> and 24<sup>th</sup> month after the Commencement Date of the Term of Agreement, Eighty (80) percent of the loan shall be due and payable to the City;
- III. If a Repayment Event occurs between the 25<sup>th</sup> and 36<sup>th</sup> month after the Commencement Date of the Term of Agreement, Sixty (60) percent of the amount of the loan shall be due and payable to the City;
- IV. If a Repayment Event occurs between the 37<sup>th</sup> month and 48<sup>th</sup> month after the Commencement Date of the Term of Agreement, Forty (40) percent of the loan amount shall be due and payable to the City;
- V. If a Repayment Event occurs Between the 49<sup>th</sup> and 60<sup>th</sup> month after the Commencement Date of the Term of Agreement, including any extensions to the Term of Agreement, Twenty (20) percent of the loan amount shall be due and payable to the City.
- VI. If no Repayment Event occurs during the Term of Agreement, including any extensions thereof, the loan herein shall not be required to be repaid and shall be considered forgiven as of the end of the Term of Agreement and any extensions thereof.

Any Loan amount not forgiven according to this schedule shall be considered the “*Recapture Amount*.” If, during the Term of Agreement, any Repayment Event occurs, Mortgagors shall pay immediately to the Mortgagee the entire Recapture Amount.

- 3. REPRESENTATIONS AND WARRANTIES OF MORTGAGORS.** Mortgagors represent, warrant and covenant to Mortgagee that (i) Mortgagors hold clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgagors have the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgagors will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. (vi) Mortgagor not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Mortgagor hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the

foregoing certification.

4. **PAYMENT AND PERFORMANCE OF THE OBLIGATIONS.** Mortgagors will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagors under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.
5. **TAXES.** Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.
6. **LIENS.** Mortgagors shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagors shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.
7. **COMPLIANCE WITH LAWS.** Mortgagors shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.
8. **PERMITTED CONTESTS.** Mortgagors shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as mortgagors shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagors' liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagors shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.
9. **CARE OF PROPERTY.** Mortgagors shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Mortgagors shall not make any material alteration to the Mortgaged Property without the prior written consent of Mortgagee.
10. **INSURANCE.**
  - a. **RISKS TO BE INSURED.** Mortgagors, at their sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligations. At Mortgagors' option, such policy may have a coinsurance clause of not less than 90% of replacement cost provided the policy contains an appropriate form of cost escalation endorsement. Mortgagors will at their sole cost and expense, from time to time, and at any time at the request of Mortgagee, provide Mortgagee with evidence satisfactory to Mortgagee of the replacement cost of Mortgaged Property. Mortgagors will maintain such other insurance as Mortgagee may reasonably require.
  - b. **POLICY PROVISIONS.** All insurance policies and renewals thereof maintained by Mortgagors pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, be payable to the parties as their interest may appear,



contain a standard or union-type loss payable clause in favor of Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects.

- c. **DELIVERY OF POLICY OR CERTIFICATE.** If requested by Mortgagee, Mortgagors will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgagors shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Mortgagors shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.
- d. **ASSIGNMENT OF POLICY.** If the Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagors in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.
- e. **NOTICE OF DAMAGE OR DESTRUCTION; ADJUSTING LOSS.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagors will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and to Mortgagee and will not adjust any damage or loss which is estimated by Mortgagors in good faith to exceed \$25,000 unless Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagors do hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagors.
- f. **APPLICATION OF INSURANCE PROCEEDS.** All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same including but not limited to reasonable attorney's fees) to the reduction of the Obligations or to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Obligations. Any application of insurance proceeds to principal of the Obligations shall not extend or postpone the due date of the installments payable under the Obligations or change the amount of such installments.
- g. **REIMBURSEMENT OF MORTGAGEE'S EXPENSES.** Mortgagors shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorney's fees, and all such expenses shall be additional amounts secured by this Mortgage.

**11.INSPECTION.** Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagors shall in no way rely or claim reliance thereon.

**12.PROTECTION OF MORTGAGEE'S SECURITY.** Subject to the rights of Mortgagors under paragraph 8 hereof, if Mortgagors fail to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements,

defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 12 with interest thereon at the rate of 0% per annum, shall become an Obligation of Mortgagors secured by this Mortgage. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgagors unless Mortgagors and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagors for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

**13. CONDEMNATION.** Mortgagors shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the names of Mortgagors, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.

**14. FIXTURE FILING.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and address of Mortgagors as set forth in paragraph 20 herein and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 20 herein.

**15. EVENTS OF DEFAULT.** Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):

- a. Mortgagors shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.
- b. Mortgagors shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagors under the United States Bankruptcy Code or Mortgagors shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.
- c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.
- d. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.
- e. The Mortgagors fails to occupy the Mortgaged Property as their "principal and primary residence or domicile".
- f. The Mortgagors sell, vacate, rent, abandon or otherwise transfer the Mortgaged Property, whether voluntarily or involuntarily.

- g. The Mortgagors fail to pay all taxes or assessments when due, to pay required insurance when due, or to maintain the Mortgaged Property in good condition.
- h. The Mortgagors fail to perform any other material term or condition of this Mortgage or the Agreement.

**16. ACCELERATION; FORECLOSURE.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

- a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.
- b. Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagors of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagors at least ten (10) days prior to the date of intended disposition.
- c. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

**17. REDEMPTION.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months or reduced to three (3) months if the property is not used for an agricultural purpose as defined in section 535.13. provided in all cases under this section the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first two (2) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to three (3) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagors or their successors in interest in such action. If the redemption period is so reduced, Mortgagors or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagors shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

**18. ATTORNEYS' FEES.** Mortgagors shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

**19. FORBEARANCE NOT A WAIVER, RIGHTS AND REMEDIES CUMULATIVE.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

**20. NOTICES.** All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

- a. If to Mortgagors, to: Amy Perez and Susan Hoffert, 1310 Iowa Street, Cedar Falls, IA 50613
- b. If to Mortgagee, to: City of Cedar Falls, Community Development Department 220 Clay Street, Cedar Falls, Iowa 50613

Or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

**21. SEVERABILITY.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

**22. FURTHER ASSURANCES.** At any time and from time to time until payment in full of the Obligations, Mortgagors will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagors secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagors to Mortgagee.

**23. SUCCESSORS AND ASSIGNS BOUND; NUMBER; GENDER; AGENTS; CAPTIONS.** The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**24. GOVERNING LAW.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa and any applicable federal laws and regulations.

**25. RELEASE OF RIGHTS OF DOWER, HOMESTEAD AND DISTRIBUTIVE SHARE.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

**26. ACKNOWLEDGMENT OF RECEIPT OF COPIES OF DEBT INSTRUMENT.** Mortgagors hereby acknowledge the receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby.

Dated: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Amy Perez, Mortgagor

\_\_\_\_\_  
Susan Hoffert, Mortgagor

**I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.**

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Amy Perez, Mortgagor

\_\_\_\_\_  
Susan Hoffert, Mortgagor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Notary Public

April 15, 2023

my name is Amy Perez. I am 31 years old. I was diagnosed late (after high school) as being on the autism spectrum. With the help of several Drs, Counselors, medications and wonderful people in my life, I feel like my life is on track and my future is good.

I have lived on my own for the last 4 yrs in apartments and just last year actually started to drive on my own. I really never imagined that I could afford a house in Cedar Falls but I fell in love with this house right away and with the help of our realtor. and our bank, we were approved for the loan and I was able to call this my home, at a price I can afford.

I can imagine having family get-togethers here - most of my family has smaller houses, I have all my family in this area and neices and nephews I watch on occasion, which I really enjoy.

When we (my mom + I) first looked at this house, snow was covering the roof and we did not see the poor condition of the roof. Later, the seller was not willing to negotiate a lower price or fix the roof before purchase. But our realtor informed us of this grant that was available for new homeowners. The house does need some fixing up in other areas but the roof is in poor condition and our main concern -

Thank you, Amy Perez



DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Property's Address: 1310 Iowa St Cedar Falls IA 50613

Property Zoning (circle one): R1, (R2), Other

Name of Applicant: Amy Perez

Applicant's Email: zerepyma@gmail.com Daytime Phone #: 319 415 4430

Current Deed Holder or Contract Buyer: -

Owner Name (if different than above): -

Owner Mailing Address (if different than above): -

Owner's Email: - Daytime Phone #: -

Nature of improvements (specify): Roof, gutters

Estimated or Actual Cost of Improvements: \$9452.43

Proposed Start Date: TBD Estimated or Actual Date of Completion: -

Lender: Veridian Credit Union Daytime Phone #: 319-936-5600

Lender Address: 3621 Cedar Hights Dr Cedar Falls IA 50613

Applicants Signature: Amy Perez Date: 4/15/23

Name (Printed): Amy Perez

FOR CITY USE ONLY

Table with 2 columns: CITY COUNCIL and ASSESSOR. CITY COUNCIL section includes fields for Application Approved/Disapproved, Reason (if disapproved), Date, Resolution No., and Attested by the City Clerk. ASSESSOR section includes fields for Present Assessed Value of Structure, Assessed Value with Improvements, Eligible or Non-eligible for Tax Abatement, Assessor, and Date.

## P R O P O S A L

Aesthetic Elements  
3244 Wagner Rd  
Waterloo, IA 50703  
(319) 236-6100

**Sales Representative**  
Steven Langan  
(319) 236-6100  
steve@buildwithae.com



AESTHETIC ELEMENTS

**Sue Hoffert**  
**1310 Iowa St**  
**Cedar Falls, IA 50613**

Estimate #	1394
Date	2/17/2023

Item	Description	Unit of Measure	Qty	Price	Amount
Owens Corning Oakridge	LIFETIME WARRANTY SHINGLE. Color TBD.	Sq	17.66	\$113.90	\$2,011.47
Owens Corning Pro Edge	Hip & Ridge Shingles	33'	5.00	\$47.40	\$237.00
Owens Corning Starter Strip	Starter Shingles	105'	2.00	\$44.55	\$89.10
Ice & Water Barrier	Self adhering	2sq	6.00	\$76.58	\$459.48
Synthetic Underlayment		Sq	6.00	\$8.92	\$53.52
Vents - Box	Remove and Replace turtle type box vent.	Each	7.00	\$22.22	\$155.54
Drip Edge-D style	Pre finished - Color TBD	10'	21.00	\$6.38	\$133.98
Plumbing Flashing	3'-4"	Each	3.00	\$27.44	\$82.32
Coil Nails - Electro Galvanized	1-1/4"	20sq	1.00	\$46.88	\$46.88
Underlayment Fastners	Duo Fast 5010c	20sq	1.00	\$9.55	\$9.55
Labor- Tear Off & Install	Tear off all existing roofing materials and install new.	Sq	17.66	\$320.00	\$5,651.20
Permit-Fees		Each	1.00	\$145.00	\$145.00
Disposal Fees	Includes all yard clean up and hauling to landfill/recycling center. (sq)	Sq	17.66	\$21.37	\$377.39

Any changes in price or scope of work shall be mutually agreed to prior to starting that portion of work. Customer agrees that payment is due immediately upon completion. Pay per Trade Policy: Customer agrees to pay in full at the completion of each trade on the project if requested. Any payments received more than five days after completion may be subject to a one time 5% finance charge and interest shall be charged at 1.5% per month thereafter. Aesthetic Elements will generally deliver extra materials to the project to eliminate production interruptions. Customer agrees that all extra material upon completion will be the property of Aesthetic Elements.

Sub Total	\$9,452.43
Total	\$9,452.43

## P R O J E C T N O T E S



# Cedar Valley Handyman, LLC

2353 W Airline Hwy.

Waterloo, IA 50703

(319) 415-4852 (319) 300-4063

cedarvalleyhandyman@gmail.com

cedarvalleyhandyman.com

# Estimate

Date	Estimate #
6/28/2023	porch post

Name / Address
Amy Perez 1310 Iowa St Cedar Falls, IA 50613

Project

Description	Qty	Cost	Total
Labor to replace porch post that has rotted.	1	640.00	640.00T
Material allowance: 1- 4x4x8 and hardware	1	38.43	38.43
Labor to replace 6 deck boards in different areas.	1	480.00	480.00T
Material allowance: 6- 5/4x6x12 deck boards and deck screws.	1	115.93	115.93
Labor to repair 6 windows, scrape and paint.	1	1,440.00	1,440.00T
Material allowance: 2- 2x4x8, 2- 5/4x4x8 quality, primer, paint, hardware and caulk.	1	272.65	272.65
Sales Tax		7.00%	179.20

<p>This is an estimated cost to complete the work listed and does not include any unforeseen issues.</p> <p>Choosing individual line items may change the cost of estimate.</p> <p>Cost of Materials may fluctuate based on the current volatility of the market.</p> <p>Any changes or additions to the scope of the project will be billed at time and material rate.</p>	<p><b>Total</b> \$3,166.21</p>
	<p><b>A signed copy and half down is required upon acceptance.</b></p> <p><b>Thank You!!</b></p>

This Estimate is valid for 30 days. Thank you!

Customer Signature \_\_\_\_\_

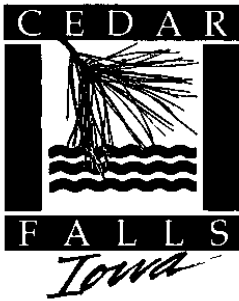












## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Jaydevsinh Atodaria (JD), AICP, City Planner I  
**DATE:** October 2, 2023  
**SUBJECT:** Rental to Single Family Owner Conversion Incentive Program:  
 1205 W 7<sup>th</sup> Street

The Rental to Single Family Owner Conversion Incentive Program was adopted by City Council on December 21, 2015. The program offers a Forgivable Loan of up to \$10,000 for exterior improvements to a residential rental property being purchased and converted to a single-family owner-occupied residence. The goal is to improve and positively impact neighborhood character and encourage private improvements to rental properties converting to owner-occupied. The concept of the Rental to Single Family Owner Conversion Incentive Program was developed initially through the City established Rental Task Force.

Wesley Gitta purchased the property at 1205 W 7th Street in November 2022. The owner has applied to be considered for the Rental to Single Family Owner Conversion Incentive Program and has attached supplemental materials as required for review. The owner reached out to staff prior purchase of the property last year for this forgivable loan incentive, but because of the unavailability of funds, staff asked them to reach out this year. The property meets the requirements for the program: has been a rental for at least the last three years (since 2015), is in the R-2 zoning district, falls within the program's geographical boundaries, and is in a block with less than 75% rentals.

After purchasing the very first house, Wesley Gitta is excited about living in Cedar Falls and is planning to make valuable exterior improvements to the property. The applicant is planning to tear down the detached garage (untouched for several years) and replace it with a new detached garage similar size. In addition, the applicant is also proposing to remove the deteriorated driveway and replace it with a new pavement as well. In total, the applicant is proposing total improvements of \$21,070 as per the submitted estimates by S&H Garages, LLC. The quotes are also attached to the packet for reference. The proposed exterior improvement of removing and replacing the driveway and building a new detached garage replacing the old ones have been verified by the city's building inspector. During the inspection, it was noted that the property has backyard poultry, which doesn't have a permit.

City staff notes that the applicant pulls the required poultry permit to be code compliant and notes that the proposed exterior improvements be finished within a year of timeframe from the date when the first payment for this forgivable loan incentive is provided by the city. Staff also notes that the applicant will have to pull the required demo, land use, driveway, and building

permit for the proposed work, to ensure its compliance with city code. For more reference, the applicant has provided existing pictures of the detached garage and driveway that suggest that these improvements are needed to enhance the living conditions and improve the character of the neighborhood.

Staff notes that if the submitted application is approved, then the city will be funding \$10,000 for this project since the applicant is also making their own investment of just over \$10,000, which will align well with the intent of this forgivable loan incentive program. The Community Development Department recommends adopting a resolution approving this property for a forgivable loan of up to \$10,000 with the placement of a lien on the property for which 20% will be forgiven each year for five years with prorated payback if sold before the end of five years. Half of the forgivable loan will be paid upon City Council approval with the balance paid upon completion of the improvements, inspections by the City of the improvements, and verification of the actual costs of the improvements. This approval is subject to the property passing a city inspection.

If you have any questions, please contact the Community Development Department.

Xc: Stephanie Sheetz, Community Development Director  
Karen Howard, Planning & Community Services Manager



This instrument was drafted by: Jaydevsinh Atodaria (JD), Community Development Department, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

## **FORGIVABLE LOAN AGREEMENT**

### **RENTAL TO OWNER CONVERSION PROGRAM**

Account No. 101-2245-44-89.79

Amount funded \$ 10,000.00.

Owner Name: Wesley Gitta (Primary), Jozsef and Cynthia Gitta (Co-owners) Date: 9-26-2023

Address of Property: 1205 W. 7<sup>th</sup> Street

Legal Description of Property: LONGVIEW ADDITION LOT 14 TO THE CITY OF CEDAR FALLS BLACK HAWK COUNTY, IOWA

WHEREAS, the City of Cedar Falls, Iowa (the "City"), provides forgivable loans to individuals for the purpose of funding qualified improvements to a qualifying property converted from rental to owner-occupied under the rules of the City's Rental to Owner Conversion Program; and

WHEREAS, the City has determined that the above-named owner ("Owner") has proposed to construct qualified improvements to the property described above ("Property") under the City's Rental to Owner Conversion Program ("Program"), thereby qualifying for a forgivable loan; and

WHEREAS, the City requires that the Owner agree to certain conditions for receipt of the forgivable loan and that such conditions be reduced to writing; and

WHEREAS, the City also requires that the property benefited by the forgivable loan be subject to encumbrance to secure repayment of the loan in the event that the loan is not forgiven.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recitals, Exhibits Incorporated. The foregoing recitals and identifying information above as well as Exhibits attached are hereby made part of this Agreement by this reference as if fully set forth herein.

2. Payment by City. The City agrees to pay to Owner within Twenty (20) days of approval of this Agreement by the City Council of the City, 50% of the amount of the approved improvements contained in the estimate attached hereto as Exhibit A ("Estimate"), as reflected in the Amount stated above, up to a maximum of \$5,000.00. The City further agrees to pay to Owner the remainder of the Amount stated above upon completion of the work covered by the Estimate. up to a maximum of an additional \$5,000.00. As a condition of the second payment called for herein, Owner agrees to provide to the City in advance of such second payment, proof deemed sufficient by the City that Owner has paid in full the contractor performing the work under the Estimate and that the work has been completed according to City requirements, as applicable. The City agrees to make such second payment within Twenty (20) days of receipt of sufficient proof of payment by Owner and receipt of proof of recording of the mortgage identified

in Paragraph 8 below. The maximum amount the City shall pay to Owner under the Program is \$10,000.00, regardless of the total cost of qualified improvements. If the work covered by the Estimate is not completed on a timely basis, Owner shall repay the City in full for the City's initial 50% payment within Twenty (20) days of demand therefore by the City. "Timely" shall mean that the improvements will be completed within one year from the date the initial payment is made to the Owner, unless the City agrees to extend this time period upon written request of the applicant; said request stating the reason the extension is needed.

3. Payment by City is a Loan. Owner agrees that payment by the City under the Program is a loan, and Owner further agrees that Owner is solely responsible for repayment to the City, if required, to the extent called for in this Agreement.

4. Interest Free Loan. The forgivable loan described in this Agreement shall not bear interest.

5. Forgivable Loan; Term of Agreement. The forgivable loan described in this Agreement shall be forgiven in its entirety if Owner remains in ownership of the Property and occupies the Property as the Owner's principal residence throughout the Term of Agreement. The "Term of Agreement" is defined for purposes of this Agreement as beginning on the date of final disbursement of City funds under the Program, hereinafter referred to as the "Commencement Date," and ending on the last day of the 60<sup>th</sup> month thereafter.

6. Sale or Transfer of Property. If, during the Term of Agreement, the Owner sells or transfers the Property, whether voluntarily or involuntarily, or does not occupy the Property as Owner, then the Owner shall repay the loan according to the schedule set forth in Paragraph 7 below. Notwithstanding the above, if sale or transfer or end of occupancy by Owner of the Property occurs as a result of the death or serious illness of the Owner, or damage to or destruction of the Property through no fault of the Owner that makes the Property uninhabitable, repayment of the forgivable loan herein shall not be required.

7. Loan Repayment Schedule. If the Property is sold or transferred or is no longer occupied by Owner during the Term of Agreement ("Repayment Event"), the loan herein shall be repaid within Twenty (20) days of demand therefore by the City, according to the following schedule:

a. If a Repayment Event occurs within twelve (12) months of the Commencement Date of the Term of Agreement, one hundred (100) percent of the loan amount shall be due and payable to the City;

b. If a Repayment Event occurs between the 13<sup>th</sup> and 24<sup>th</sup> month after the Commencement Date of the Term of Agreement, Eighty (80) percent of the loan shall be due and payable to the City;

c. If a Repayment Event occurs between the 25<sup>th</sup> and 36<sup>th</sup> month after the Commencement Date of the Term of Agreement, Sixty (60) percent of the amount of the loan shall be due and payable to the City;

d. If a Repayment Event occurs between the 37<sup>th</sup> month and 48<sup>th</sup> month after the Commencement Date of the Term of Agreement, Forty (40) percent of the loan amount shall be due and payable to the City;

e. If a Repayment Event occurs Between the 49<sup>th</sup> and 60<sup>th</sup> month after the Commencement Date of the Term of Agreement, including any extensions to the Term of Agreement, Twenty (20) percent of the loan amount shall be due and payable to the City.

f. If no Repayment Event occurs during the Term of Agreement, the loan herein shall not be required to be repaid and shall be considered forgiven as of the end of the Term of Agreement.

8. Mortgage. Owner agrees to execute contemporaneously herewith a mortgage in the form attached hereto as Exhibit B as collateral for the forgivable loan herein. Such mortgage shall be recorded with the Agreement prior to disbursement of the second payment called for in Paragraph 2 above.

9. Loan May Not Exceed Equity in Property. Owner hereby certifies and represents that the amount of the loan stated above does not exceed the difference between the combined unpaid balance of all purchase money loans on the Property and the fair market value of the Property after approved improvements are completed.

10. Increase in Estimate. Owner assumes and accepts the risk of any increase in the cost of the Estimate, and the City shall not increase the forgivable loan amount stated herein, regardless of the amount of increase.

11. No Contract with Contractor; No Third-Party Beneficiary. The City shall not be a party to any agreement or arrangement the Owner may have with the person or entity performing the work under the Estimate, and the City and Owner agree that no person or entity not a party to this Agreement shall be deemed a beneficiary of this Agreement. Further, this Agreement shall not serve as the basis for any claim or demand by any person or entity not a party to this Agreement.

12. No Joint Venture. Neither this Agreement nor the work to be performed under the Program shall be considered a joint venture between the City and the Owner, and no employer-employee, partnership or any other relationship other than debtor-creditor is intended between or among the parties.

13. Compliance with Laws. Owner agrees that any work performed under the Program shall be done in conformance with all federal and state laws and regulations, and in conformance with the City's ordinances, rules, regulations, and standards.

14. Permits; Inspection. Owner shall be responsible for securing all necessary permits for the work to be performed under the Program, at Owner's cost. The work to be performed under the program is subject to inspection by the City at its sole discretion.

15. Mechanics Liens. Owner agrees to secure release of any mechanic's liens filed of record for the work performed under the Program, prior to the second payment by the City called for herein.

16. Taxes. Owner shall be solely responsible for federal and/or state income taxes payable as a result of any loan amounts that are forgiven.

17. No Assignment. This Agreement may not be assigned without the prior written consent of the City. Any approved assignment must include an assumption by assignee of all duties and obligations under this Agreement.

18. Subordination. The forgivable loan herein shall be subject to and subordinated to any purchase money loan for the Property. A home equity loan and a home equity line of credit are not considered to be a purchase money loan for purposes of this Agreement.

19. Amendment. This Agreement may not be modified or amended except in writing and signed by the parties hereto.

20. Governing Body: This Agreement shall not be effective unless and until approved by the City Council of the City.

21. Successors and Assigns. This Agreement is binding upon the approved assigns and successors of the parties.

22. Integration. This Agreement constitutes the entire understanding of the parties, and supersedes any previous understandings between the parties with respect to the matters addressed herein.

23. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Iowa, regardless of choice of law principles.

24. Notice. Any notices given pursuant to this Agreement shall be in writing and shall either be personally delivered, emailed, or sent by ordinary mail to:

25. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year above first written.

\_\_\_\_\_  
Wesley Gitta  
OWNER

\_\_\_\_\_  
Jozsef Gitta  
OWNER

\_\_\_\_\_  
Cynthia Gitta  
OWNER

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

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2023, by\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

Prepared by and return to: City of Cedar Falls, Community Development Department,  
220 Clay Street, Cedar Falls, IA 50613, Phone: 319-268-5185.

## **TOTAL PROJECT COST AND FORGIVABLE LOAN AWARDED**

### **RENTAL TO OWNER CONVERSION PROGRAM**

**(Exhibit A)**

#### **Proposed Exterior Improvements:**

Replacing existing detached garage with a new detached garage - \$16,570

Replacing existing paved driveway with a new concrete pavement - \$4,500

Total Project Cost - \$21,070

#### **Grant Money Awarded from the City:**

Up to \$10,000 based on if the owner is leveraging the grant to provide more than 1:1 match.

Staff notes that if the submitted application for proposed exterior improvement of \$21,070 is approved, then the city will be funding \$10,000 for this project since the applicant is also making their own investment of just over \$11,070, which will align well with the intent of this forgivable loan incentive program.

Prepared by and return to: City of Cedar Falls, Community Development Department, 220 Clay St., Cedar Falls, IA (319) 273-8600

**REAL ESTATE MORTGAGE  
CITY OF CEDAR FALLS  
RENTAL TO OWNER CONVERSION PROGRAM  
(Exhibit B)**

**1. GRANT OF MORTGAGE AND SECURITY INTEREST** For valuable consideration, on \_\_\_\_\_, 20\_\_\_, Wesley Gitta (Primary Owner), Jozsef and Cynthia Gitta (Co-Owners), (the "*Mortgagor*"), hereby grant, mortgage and convey to the City of Cedar Falls, Iowa (the "*Mortgagee*") a security interest in all of the following described property:

- a. LAND AND BUILDINGS situated in Black Hawk County, Iowa (the "*Land*"); at **1205 W. 7<sup>th</sup> Street, Cedar Falls, Iowa 50613**, and legally described as:

**LONGVIEW ADDITION LOT 14 TO THE CITY OF CEDAR FALLS BLACK HAWK COUNTY, IOWA**

and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "*Buildings*"), including all hereditaments, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land (the Land, Buildings and all of such rights and interests are collectively referred to as the "*Mortgaged Property*").

- b. PERSONAL PROPERTY. All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs. Replacements and substitutes of, to, and for the foregoing the ("*Personal Property*").
- c. REVENUES AND INCOME. All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "*Revenues and Income*").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called "*Mortgaged Property*"), together with all privileges, hereditament thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

**2. OBLIGATIONS** This Mortgage secures the following (hereinafter collectively referred to as the "*Obligations*"):

- a. The payment of the loan made by Mortgagee to Wesley Gitta, Jozsef and Cynthia Gitta evidenced by a Forgivable Loan Agreement (the "*Agreement*") dated \_\_\_\_\_, 20\_\_\_ in the principal amount of **\$ 10,000 (Ten Thousand Dollars)** (the "*Loan*"); and
- b. All other obligations of Mortgagors to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety,

including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

- c. Term of Agreement. The Mortgagors shall comply with the terms of the Agreement and this Mortgage for a term of Five (5) years from the Commencement Date as defined in the Agreement (the "*Term of Agreement*"), and if complied with, the original Loan amount shall be forgiven in its entirety.
- d. Principal Residence Requirement; Loan Recapture. The Mortgagors shall own and occupy the Mortgaged Property as the Mortgagors' principal residence. The Mortgagors shall notify the Mortgagee if, prior to the end of the Term of Agreement, any Mortgagor sells, vacates, rents, abandons or otherwise transfers the Mortgaged Property, whether voluntarily or involuntarily ("*Repayment Event*").

The original Loan amount shall be forgiven according to the following schedule:

- I. If a Repayment Event occurs within twelve (12) months of the Commencement Date of the Term of Agreement, one hundred (100) percent of the loan amount shall be due and payable to the City;
- II. If a Repayment Event occurs between the 13<sup>th</sup> and 24<sup>th</sup> month after the Commencement Date of the Term of Agreement, Eighty (80) percent of the loan shall be due and payable to the City;
- III. If a Repayment Event occurs between the 25<sup>th</sup> and 36<sup>th</sup> month after the Commencement Date of the Term of Agreement, Sixty (60) percent of the amount of the loan shall be due and payable to the City;
- IV. If a Repayment Event occurs between the 37<sup>th</sup> month and 48<sup>th</sup> month after the Commencement Date of the Term of Agreement, Forty (40) percent of the loan amount shall be due and payable to the City;
- V. If a Repayment Event occurs Between the 49<sup>th</sup> and 60<sup>th</sup> month after the Commencement Date of the Term of Agreement, including any extensions to the Term of Agreement, Twenty (20) percent of the loan amount shall be due and payable to the City.
- VI. If no Repayment Event occurs during the Term of Agreement, including any extensions thereof, the loan herein shall not be required to be repaid and shall be considered forgiven as of the end of the Term of Agreement and any extensions thereof.

Any Loan amount not forgiven according to this schedule shall be considered the "*Recapture Amount*." If, during the Term of Agreement, any Repayment Event occurs, Mortgagors shall pay immediately to the Mortgagee the entire Recapture Amount.

- 3. REPRESENTATIONS AND WARRANTIES OF MORTGAGORS.** Mortgagors represent, warrant and covenant to Mortgagee that (i) Mortgagors hold clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgagors have the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgagors will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. (vi) Mortgagor not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Mortgagor hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the

foregoing certification.

4. **PAYMENT AND PERFORMANCE OF THE OBLIGATIONS.** Mortgagors will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagors under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.
5. **TAXES.** Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.
6. **LIENS.** Mortgagors shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagors shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.
7. **COMPLIANCE WITH LAWS.** Mortgagors shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.
8. **PERMITTED CONTESTS.** Mortgagors shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as mortgagors shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagors' liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagors shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.
9. **CARE OF PROPERTY.** Mortgagors shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Mortgagors shall not make any material alteration to the Mortgaged Property without the prior written consent of Mortgagee.
10. **INSURANCE.**
  - a. **RISKS TO BE INSURED.** Mortgagors, at their sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligations. At Mortgagors' option, such policy may have a coinsurance clause of not less than 90% of replacement cost provided the policy contains an appropriate form of cost escalation endorsement. Mortgagors will at their sole cost and expense, from time to time, and at any time at the request of Mortgagee, provide Mortgagee with evidence satisfactory to Mortgagee of the replacement cost of Mortgaged Property. Mortgagors will maintain such other insurance as Mortgagee may reasonably require.
  - b. **POLICY PROVISIONS.** All insurance policies and renewals thereof maintained by Mortgagors pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, be payable to the parties as their interest may appear,



contain a standard or union-type loss payable clause in favor of Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects.

- c. **DELIVERY OF POLICY OR CERTIFICATE.** If requested by Mortgagee, Mortgagors will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgagors shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Mortgagors shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.
- d. **ASSIGNMENT OF POLICY.** If the Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagors in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.
- e. **NOTICE OF DAMAGE OR DESTRUCTION; ADJUSTING LOSS.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagors will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and to Mortgagee and will not adjust any damage or loss which is estimated by Mortgagors in good faith to exceed \$25,000 unless Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagors do hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagors.
- f. **APPLICATION OF INSURANCE PROCEEDS.** All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same including but not limited to reasonable attorney's fees) to the reduction of the Obligations or to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Obligations. Any application of insurance proceeds to principal of the Obligations shall not extend or postpone the due date of the installments payable under the Obligations or change the amount of such installments.
- g. **REIMBURSEMENT OF MORTGAGEE'S EXPENSES.** Mortgagors shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorney's fees, and all such expenses shall be additional amounts secured by this Mortgage.

**11.INSPECTION.** Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagors shall in no way rely or claim reliance thereon.

**12.PROTECTION OF MORTGAGEE'S SECURITY.** Subject to the rights of Mortgagors under paragraph 8 hereof, if Mortgagors fail to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements,

defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 12 with interest thereon at the rate of 0% per annum, shall become an Obligation of Mortgagors secured by this Mortgage. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgagors unless Mortgagors and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagors for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

**13. CONDEMNATION.** Mortgagors shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the names of Mortgagors, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.

**14. FIXTURE FILING.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and address of Mortgagors as set forth in paragraph 20 herein and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 20 herein.

**15. EVENTS OF DEFAULT.** Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):

- a. Mortgagors shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.
- b. Mortgagors shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagors under the United States Bankruptcy Code or Mortgagors shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.
- c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.
- d. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.
- e. The Mortgagors fails to occupy the Mortgaged Property as their "principal and primary residence or domicile".
- f. The Mortgagors sell, vacate, rent, abandon or otherwise transfer the Mortgaged Property, whether voluntarily or involuntarily.

- g. The Mortgagors fail to pay all taxes or assessments when due, to pay required insurance when due, or to maintain the Mortgaged Property in good condition.
- h. The Mortgagors fail to perform any other material term or condition of this Mortgage or the Agreement.

**16. ACCELERATION; FORECLOSURE.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

- a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.
- b. Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagors of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagors at least ten (10) days prior to the date of intended disposition.
- c. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

**17. REDEMPTION.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months or reduced to three (3) months if the property is not used for an agricultural purpose as defined in section 535.13. provided in all cases under this section the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first two (2) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to three (3) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagors or their successors in interest in such action. If the redemption period is so reduced, Mortgagors or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagors shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

**18. ATTORNEYS' FEES.** Mortgagors shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

**19. FORBEARANCE NOT A WAIVER, RIGHTS AND REMEDIES CUMULATIVE.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

**20. NOTICES.** All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

- a. If to Mortgagors, to: Wesley Gitta, Jozsef and Cynthia Gitta, 1205 W. 7<sup>th</sup> Street, Cedar Falls, IA 50613
- b. If to Mortgagee, to: City of Cedar Falls, Community Development Department 220 Clay Street, Cedar Falls, Iowa 50613

Or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

**21. SEVERABILITY.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

**22. FURTHER ASSURANCES.** At any time and from time to time until payment in full of the Obligations, Mortgagors will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagors secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagors to Mortgagee.

**23. SUCCESSORS AND ASSIGNS BOUND; NUMBER; GENDER; AGENTS; CAPTIONS.** The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

**24. GOVERNING LAW.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa and any applicable federal laws and regulations.

**25. RELEASE OF RIGHTS OF DOWER, HOMESTEAD AND DISTRIBUTIVE SHARE.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

**26. ACKNOWLEDGMENT OF RECEIPT OF COPIES OF DEBT INSTRUMENT.** Mortgagors hereby acknowledge the receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby.

Dated: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Wesley Gitta, Mortgagor

\_\_\_\_\_  
Jozsef Gitta, Mortgagor

\_\_\_\_\_  
Cynthia Gitta, Mortgagor

**I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.**

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Wesley Gitta, Mortgagor

\_\_\_\_\_  
Jozsef Gitta, Mortgagor

\_\_\_\_\_  
Cynthia Gitta, Mortgagor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public



Dear Council Members,

My name is Wesley Gitta a long time Cedar Falls resident. (Franklin St.), I have recently purchased a house on 1205 W. 7th St. which was recently a rental unit, This is my first home purchase and am excited about living in Cedar Falls. I am involved in the community and plan to make Cedar Falls my permanent home. (I even appeared to speak to the councils when I was 10 to kick off the Cedar Falls Community Gardens, [https://youtu.be/J3UubVzOi\\_I](https://youtu.be/J3UubVzOi_I) ).

The house on 7th is in fairly good shape but the garage hasn't been touched in years. In fact I believe a strong gust of wind may be able to blow it over. The concrete pad and driveway are cracked and have sunk in places. In short, it is truly an eyesore.

My plan is to tear it down and rebuild. Both of my neighbors are owner occupied and their property is kept up nicely. I believe this garage renovation will greatly improve the neighborhood.

I have an estimate of around \$21,000 dollars to completely rebuild the garage and bring it up to current code. And also replace the cracked driveway

Your consideration for rental conversion assistance would be greatly Appreciated.

Wesley Gitta









DEPARTMENT OF COMMUNITY DEVELOPMENT
RENTAL TO OWNER CONVERSION INCENTIVE PROGRAM APPLICATION

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

Property's Address: 1205 WEST 7TH STREET, CEDAR FALLS

Property Zoning (circle one): R1, R2, Other

Name of Applicant: Jozsef Gitta

Applicant's Email: jgitta@jgitta.com Daytime Phone #: 319-830-7490

Current Deed Holder or Contract Buyer: Jozsef and Cynthia Gitta and Wesley Gitta

Owner Name (if different than above): Jozsef and Cynthia Gitta and Wesley Gitta

Owner Mailing Address (if different than above):

Owner's Email: jgitta@jgitta.com Daytime Phone #: 319-830-7490

Nature of improvements (specify): Replace Garage and driveway

Estimated or Actual Cost of Improvements:

Proposed Start Date: 9/15/2023 Estimated or Actual Date of Completion: 10/30/223

Lender: Veridian Credit Union Daytime Phone #: 800.235.3228, ext. 7590

Lender Address: Cedar Falls, IA

Applicants Signature: [Signature] Date: 8/20/23

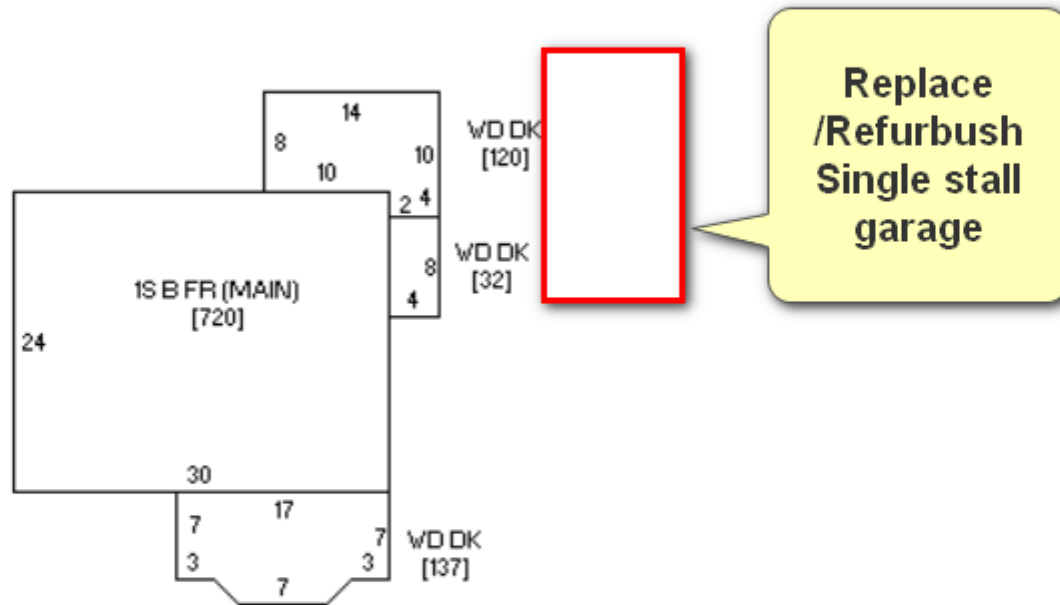
Name (Printed): Jozsef Gitta

FOR CITY USE ONLY

Table with 2 columns: CITY COUNCIL and ASSESSOR. CITY COUNCIL row includes fields for Application Approved / Disapproved, Reason (if disapproved), Date, Resolution No., and Attested by the City Clerk. ASSESSOR row includes fields for Present Assessed Value of Structure, Assessed Value with Improvements, Eligible or Non-eligible for Tax Abatement, and Assessor Date.

The project is for replacing the single car garage. The garage has deteriorated and appears to be unsafe. The siding has holes in several places and the door is unusable.

Replacing or refurbishing the garage will enhance the appearance of the property and make the building safe.



S & H Garages, LLC  
 1735 HOWARD AVE  
 WATERLOO, IA 50702 US  
 (319)290 1083  
 s.waterloo@hotmail.com

ADDRESS
Jozsef Gitta 1433 Oakcrest Drive Waterloo, IA 50701

ESTIMATE #	DATE	EXPIRATION DATE
1010	06/13/2023	06/28/2023

ACTIVITY	DESCRIPTION	AMOUNT
<b>Garage 12'x20'x8'</b>	<p>Build Garage 12' x 20' x 8' with slab 12'x 20' x 4"at 1205 W 7th St Cedar Falls, IA. Demo existing slab and existing Garage and haul a way. Material, Labor and City Permit included in price.</p> <p><b>MATERIAL AND LABOR:</b></p> <p>Form &amp; Pour Garage Slab 12' x 20' x 4"            Garbage &amp; Disposal            Garage Wall to be Frame with 2" x 4" x 92"5/8 Studs - 16" on Center            Supply &amp; Install 7/16" OSB Garage exterior wall Sheathing            Supply &amp; Install Gable Roof Trusses 12' - 4/12 pitch - 24" on Center            Supply &amp; Install TYVEX wall covering            Supply &amp; Install 1/2" OSB Roof Sheathing            Supply &amp; Install Synthetic Roofing Underlayment            Supply &amp; Install Owens Corning® TruDefinition® Duration® Limited Lifetime Warranty Architectural Shingles (32.8 sq. ft.), Color: ?            Supply &amp; Install Owens Corning® VentSure® 11-1/4" x 26' Shingle Over Ridge Vent            Supply &amp; Install Owens Corning® WeatherLock® G Granulated Self-Sealing Ice and Water Barrier 3' x 66.7'(200sq.ft)            Supply &amp; Install 12" x 12' Vinyl Vented Soffit, Color: White            Supply &amp; Install 6" x 12' Aluminum Fascia, Color: White            Supply &amp; Install Vinyl Siding Cedar Creek® Double 4, Color: White            Supply &amp; Install 2-24"W x 36"H JELD-WEN® Vinyl Slider            Supply &amp; Install Mastercraft® 36W x 80H Primed Steel 6-Panel            Supply &amp; Install 1-Steel Raised Panel Insulated OHD 9' x 7' Color: White            Supply &amp; Install 1-Chamberlain® 1/2 HP Wi-Fi Belt Drive Battery Backup Garage Door Opener (Better)</p> <p>FOR GARAGE 20'x20'x8', \$20,789</p>	16,570.00
<b>Driveway</b>	<p>Replace Driveway only, 10' x 45'. This price dos not included, City sidewalk and City approach.</p>	4,500.00

By signing this Estimate, the buyer agrees to pay 50% deposite on \_\_\_\_\_(day) of \_\_\_\_\_(mo)\_\_\_\_\_. Second payment, which is 30% of the total bill, is do when concrete is finished. The balance is due when the Job is complete. I agree to this by signing this Estimate.

TOTAL

\$21, Item 29. 00

Accepted By

Accepted Date

S & H Garages, LLC  
 1735 HOWARD AVE  
 WATERLOO, IA 50702 US  
 (319)290 1083  
 s.waterloo@hotmail.com

ADDRESS
Jozsef Gitta 1433 Oakcrest Drive Waterloo, IA 50701

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TOTAL

\$21, Item 29. 00

Accepted By

Accepted Date



























Item 29.



Item 29.



Item 29.





# DEPARTMENT OF COMMUNITY DEVELOPMENT

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

## MEMORANDUM

### Planning & Community Services Division

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Jaydevsinh Atodaria (JD), AICP, City Planner I  
Ben Claypool, Principal Engineer, PE, PhD  
**DATE:** October 2, 2023  
**SUBJECT:** PC-2 District Site Plan Review – 702 LeClair Street (SP23-009)

**REQUEST:** Request to approve a PC-2 Planned Commercial District Site Plan for a new 6,900 square foot wholesale business use warehouse building.

**PETITIONER:** Randy Howe, Owner; Bradley Best, Peters Construction, Applicant

**LOCATION:** 702 LeClair Street

### PROPOSAL

It is proposed to construct a 6,900-square-foot storage building (in red outline to the right) which will help accommodate the changing business needs for the operation of the business. With changes ongoing in business including general supply chain issues in the market, and the associated need for pre-ordering and warehousing of materials and equipment for clients, the proposed storage building will be helpful to manage the ongoing business operation on site.



### BACKGROUND

The subject property is Lot 21 of the Star View subdivision platted in 1950. The first building on the subject property was a 1-story office building built in 1965, located on the north portion of the parcel. The owner has operated a wholesale business, Advanced Technical Series, on the site for several decades. In 2011, a 3,600 sq. ft. warehouse/storage building was added on site, southwest of the office building.

The property was zoned C-1 Commercial District before the establishment of the current

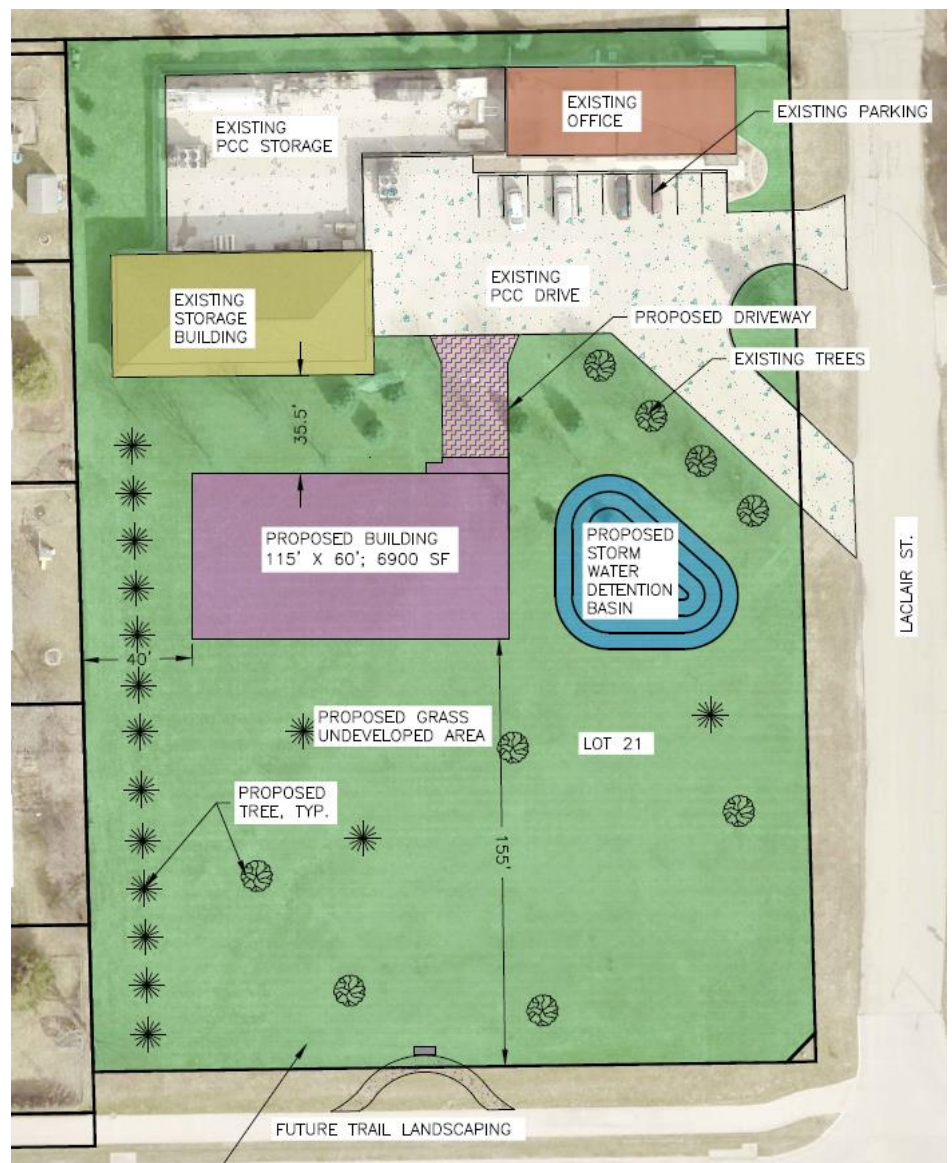
business in 1965. Wholesale businesses are not allowed in the C-1 Zone, so the business was a non-conforming use. The applicant then chose to rezone the property from C-1 Commercial District to PC-2 Planned Commercial District to make the business conform to the zoning district and to be able to expand the ongoing business. On August 7, 2023, the City Council approved the rezoning of the property at 702 LeClair Street from C-1 Commercial District to PC-2 Planned Commercial District with a development agreement outlining conditions for rezoning and a master plan to guide the future development of the site.

With changes ongoing in the business including general supply chain issues in the market, and the associated need for pre-ordering and warehousing of materials and equipment for clients, the applicant is proposing to add another 6,900-square-foot storage building on site that will help in the operation of the business. The proposal aligns with the conditions stated in the approved development agreement and is as per the approved master plan for the property at 702 LeClair Street.

### ANALYSIS

The property is zoned PC-2, Planned Commercial District. The PC-2 District is to promote and facilitate imaginative and comprehensively planned commercial developments that are harmoniously designed to complement the surrounding community. Properties in this zone are designed and improved according to an approved master plan for the site and developmental procedural agreement that outlines the agreed stipulations for development.

The master plan for the site shows the two existing buildings, a proposed new building, landscape screening along the west property line, a storm water detention basin, a small section of paved driveway, and a bench with trail extension along the south property line as a public amenity. See the image to the right for more reference.



As per the PC-2 District regulations, site plan review is required to ensure architectural compatibility with surrounding structures. Details such as building design and location, parking, signage, and other similar criteria are reviewed to ensure orderly and quality development.

Following is a review of the zoning ordinance requirements:

1) Proposed Use: The 6,900 square foot storage building that is associated with the existing wholesale business, “Advanced Technical Services, Inc.” is a permitted use in the PC-2 District. **Use permitted.**

2) Setbacks: The PC-2 District requires a 30-foot setback around the perimeter of the district, but for areas less than 10 acres in size, the setback area may be reduced to 20 feet, subject to review and approval from the Planning & Zoning Commission and City Council. The developer requests that the 30-foot open space buffer setback be reduced to 20 feet in width for the entire site which is about 2.26 acres.

The existing buildings were established under the previous CI-1 Zoning and therefore are grandfathered in their current locations. The new building proposed is located approximately 41 feet from the west, 153 feet from the south, and 107 feet from the east lot line, so it meets the 20-foot minimum buffer requirement. The proposed outbuilding will be placed 40 feet south of the existing outbuilding at 702 LeClair Street. All parking area for the site meets the required 20-foot minimum buffer requirement. **Building and Parking Area setbacks are satisfied.**

3) Parking and traffic count: The parking requirement for the site is not changing with the proposed new storage building. As per the existing office building on site, the required parking is 6 stalls, and the site is currently equipped with 10 stalls, which means that they have more than enough parking on site. Staff recommends marking the stalls with paint and at least providing an ADA stall as required for the site.

Since the proposed building will be used as a storage space for the business, no new parking is being required. To continue operating the business in a neighborhood setting, the applicant has indicated that currently about 15 vehicles per day visit this location (including delivery vehicles, pick-up trucks, customer, and employee movement), and the traffic volume will remain unchanged with the proposed building. **Staff notes that as per the approved developmental procedural agreement, the applicant will have to ensure that the traffic movement remains unchanged on site, this way the intensity and scale of the business remain as per the intent of the PC-2 Planning Commercial District regulations and the approved developmental procedural agreement. Parking is satisfied.**

4) Open Space: Open green space must be provided on-site. The ordinance requires 10% of the total development site excluding the required setback area. In this case, the lot contains approximately 2.26 acres of land (98,446 ft<sup>2</sup>). After the perimeter setbacks are excluded (20-foot minimum), approximately 74,259 square feet is the total development site to be considered for open space provision. As per the requirement, 7,426 ft<sup>2</sup> of open space is required (0.1 x 74,259). The property has approximately 65,914 square feet of open space remaining, which exceeds the minimum open space requirement. **Open green space satisfied.**

5) Landscaping: The PC-2 District requires landscape plantings at the rate of 0.02 points per square foot of the total development site (0.02 x 98,446 ft<sup>2</sup>) = **1,969 basic site landscaping points**. These points can be made up with any combination of trees, conifers, and shrubbery and distributed throughout the site, parking areas, and along the street.

In addition to basic site landscaping points, there is a requirement of 0.75 points per linear foot of street frontage for street tree planting. The overall site has a street frontage of 636 feet. So, based on it the site is required to have **477 points** (0.75 x 636 ft). A total of **2,446 points is required.**



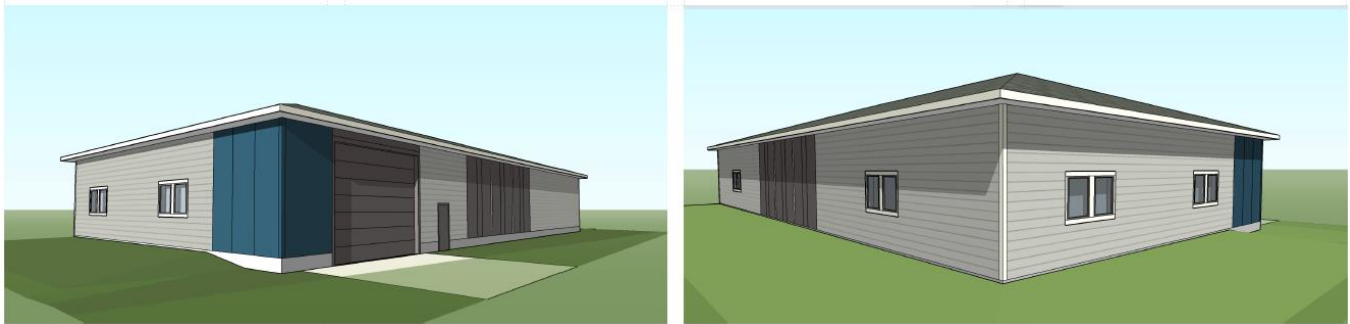
The proposed landscaping plan (see attached) shows that the trees are distributed around the site. In addition, as per the approved master plan for the site, a landscaping buffer along the west property line is also proposed, which is exclusive of the landscaping points calculated.

Staff notes that there is a 20 feet utility easement along the west property line, and the easement includes sanitary sewer running north-south besides other utilities. The proposed landscaping buffer will be placed east of the 20 feet easement, this way the utilities and sanitary sewer remains undisturbed. See attached landscaping plan for more reference. Overall, the applicant is providing landscaping equivalent to **2,780 landscaping points (including 2,280 landscaping points and 500 street tree points)**. The site will have well-distributed landscaping areas, once all landscaping is complete. **Landscape Plan is acceptable.**

6) Sidewalks: As per the approved developmental procedural agreement of the site, if the undeveloped area south of the proposed storage building is developed in the future, the owner will be responsible for constructing a 4-foot-wide public sidewalk along the LeClair Street frontage of the property and connect it to the 1st Street trail in accordance with City engineering standards. Therefore, the applicant has illustrated this on their landscaping plan as a “future sidewalk.” Staff notes that the sidewalk will need to be constructed along the entirety of the frontage of the property at that time. This would be reviewed with a new site plan if additional development is proposed in the future.

Staff also notes, as per the approved master plan of the site, the applicant proposed to add a park bench and provide a small loop extension of the 1<sup>st</sup> Street trail onto their private property as an amenity to the public. However, as approval of this connection to the 1<sup>st</sup> Street ROW will require Iowa DOT approval, as it is a State Highway, the applicant is not planning to move forward with this element of the site plan at this time and request that this be removed as a required element of the master plan. The applicant has indicated that they would revisit the bench in the future at such time as LeClair Street is improved and the sidewalk extended along LeClair Street.

7) Building Design: Generally, a warehouse building is designed with metal, vinyl, or steel siding and does not have many windows or openings. For this site, the applicant is proposing high-quality materials with LP smart siding materials in different colors and finishes similar to the existing buildings on-site. Different patterns and colors of the LP siding will break the monotony of the façade. Several windows will be included on the façades facing streets, to break up the blank facades otherwise typical of a warehouse building. Asphalt shingles will be used on the new building, which will be similar to existing buildings on-site. The addition of windows, greater setbacks of the building from the property line, high-quality building materials, lower pitch roof, different patterns of sidings, and colors will align with the intent of the PC-2 District design guidelines and also will allow the proposed building to blend in within the neighborhood. The proportion of the building is very much the same as the other buildings on site. While the size of the building is larger than residential structures in the vicinity, the building will be only one-story in height with a shallow pitch to the roof to reduce the overall mass of the building. **Overall, the Building Design is acceptable.**



Perspectives of proposed building from both the streets

8) Trash Dumpsters: There is no dumpster on-site and as per applicant no trash dumpster is needed.

9) Storm Water Management: The new building and adjusted grading proposed to the site to the south will direct all stormwater to a newly installed basin located in the area between the new building and LeClair Street. The basin will be connected into City storm sewer along HWY 57 with emergency overflow routing directly out to LeClair Street. This proposed stormwater management plan meets the City's post construction stormwater management criteria.

10) Lighting Plan: No freestanding site lighting will be added, only soffit down lighting above the walk door and overhead door on the north side of the building will be placed for security and safety purposes.

11) Signage: No signage has been proposed at this time. Any new sign proposed, will have to be approved by P&Z and City Council as per the PC-2 District guidelines.

### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, and provide the following comments. All basic utility services are available on the site. There is a 12" ductile iron water main north of the north curb of W. 1<sup>st</sup> Street. It is typically buried 5.5 to 6 feet below grade. The proposed invert for the storm sewer connection appears to conflict with the existing water main. Contractor will need to verify the water main depth and modify storm invert elevation or watermain elevation as required to maintain the intended operation of the stormwater facilities.

The City Engineering Division has reviewed the proposal and accepts the proposed stormwater management plan. The developer and contractor for the site will need to address any changes that occur as construction proceeds on the site with continued maintenance, weekly inspections, seeding during appropriate times, and use of SWPPP approved stabilization techniques. The City requires the developer to obtain an individual SWPPP permit for each of the remaining buildings on the site prior to construction to help maintain control of the site during the duration of construction on the site.

### RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted PC-2 District Site Plan Review for adding a new building at 702 LeClair Street (SP23-009) as per staff's recommendation at their regular meeting on 13<sup>th</sup> September 2023 with a vote of 8 ayes and 0 nays.

PLANNING & ZONING COMMISSION

Discussion &  
Vote  
9/13/2023

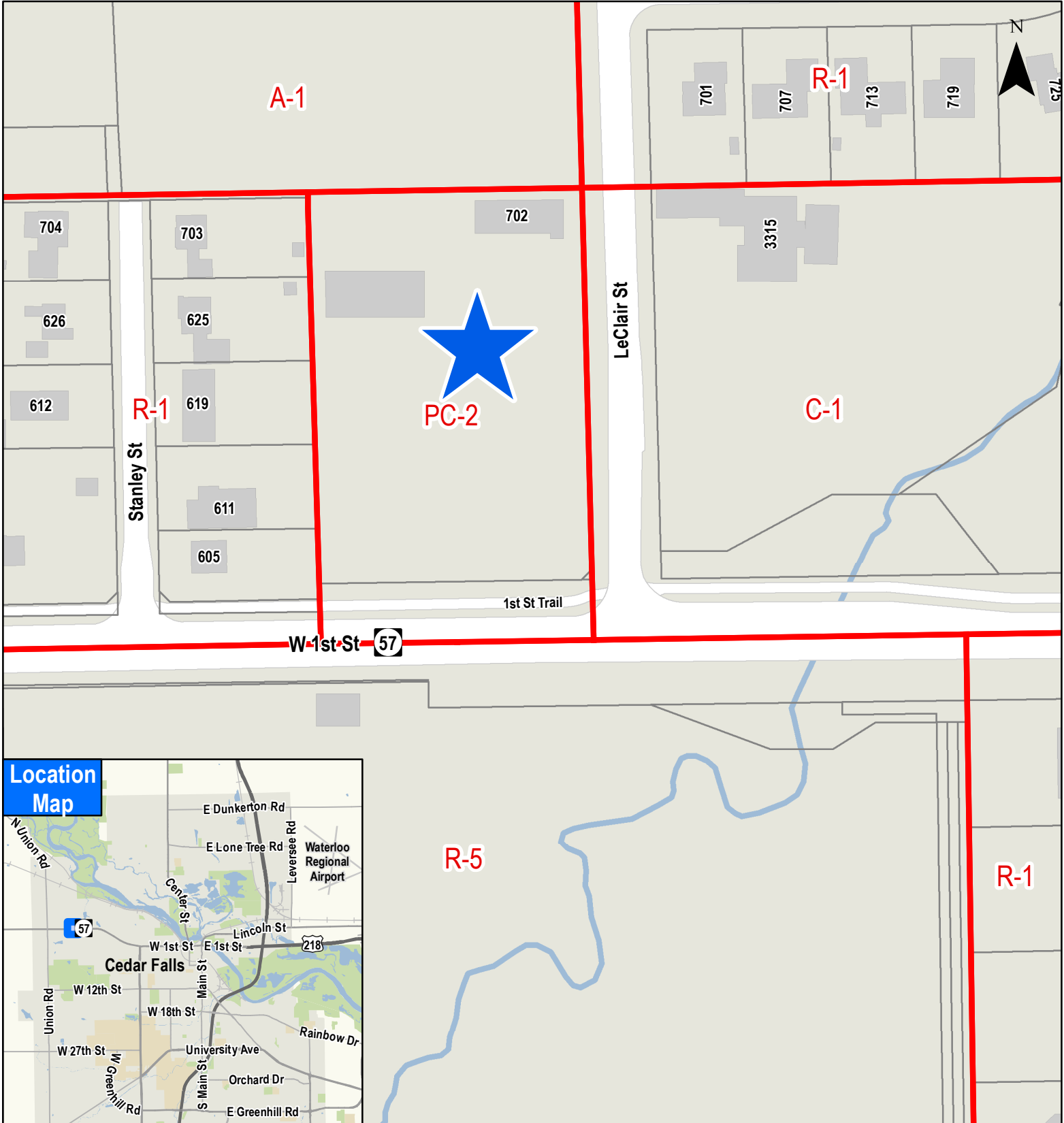
Chair Lynch introduced the item and Mr. Atodaria provided background information. He explained that the proposal is for a site plan for a new building at 702 LeClair Street in the PC-2 District. The property was rezoned in August to provide more flexibility for continuation of the existing business on the site and allow limited expansion. He discussed the proposal, noting that the application will be adding landscaping and a stormwater detention basin on-site. The proposed building would be built as per the Development Agreement. The applicant is requesting to remove a proposed park bench and small trail loop on the south side of the development. He discussed setback and utility easement information, as well as required landscaping and proposed building design. Staff recommends approval.

Mr. Leeper made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Crisman, Hartley, Larson, Leeper, Lynch, Moser and Stalnaker), and 0 nays.

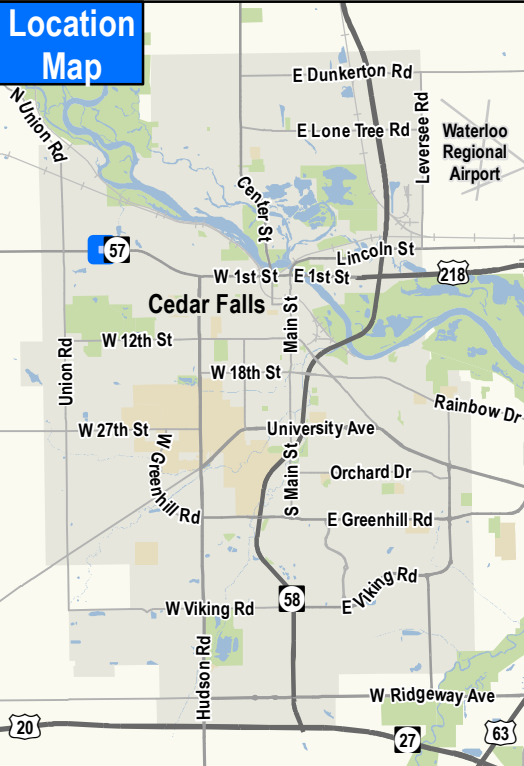
# Cedar Falls Planning and Zoning Commission

## September 13, 2023

Item 30.

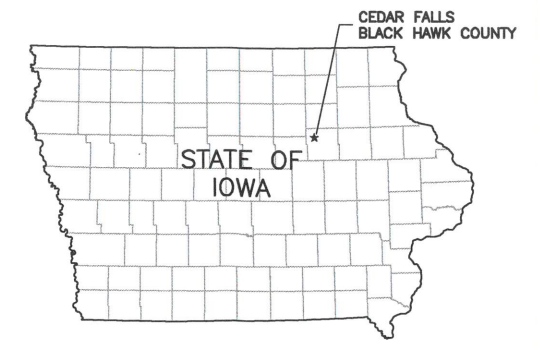


### Location Map



**PC-2 Site Plan Review for ATS building  
702 LeClair Street  
(SP23-009)**

# WAREHOUSE SITE IMPROVEMENTS FOR ADVANCED TECHNICAL SERVICES CEDAR FALLS, IOWA



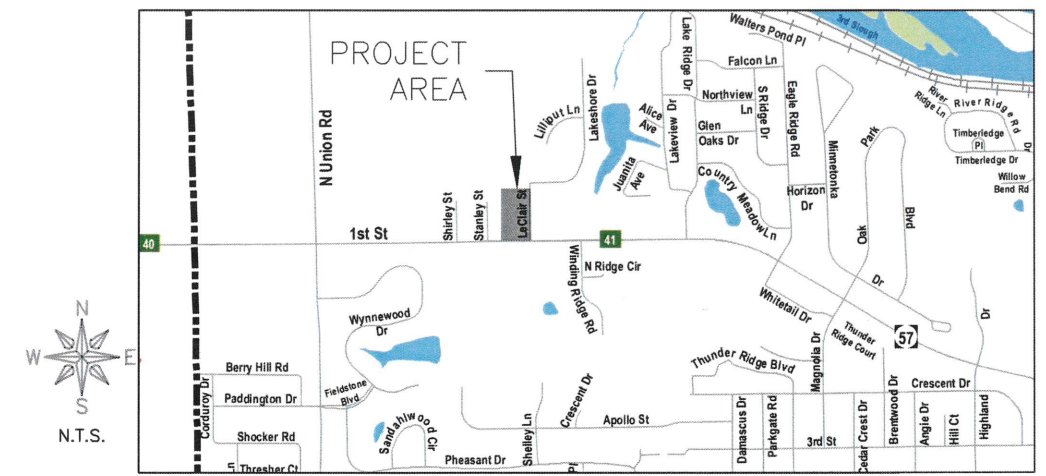
Sheet List Table	
Sheet Number	Sheet Title
A.01	TITLE
A.02	LEGEND
C.01	REFERENCE NOTES
C.02	EXISTING CONDITIONS & REMOVALS
D.01	SITE PLAN
D.02	GRADING PLAN
MSA.01	STORM WATER MANAGEMENT

22-1118

BLACK HAWK COUNTY

AUGUST 2023

THE 2023 VERSION OF THE STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, ALSO KNOWN AS SUDAS (2023), PLUS FEHR GRAHAM SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS SHALL APPLY TO CONSTRUCTION WORK ON THIS PROJECT.



OWNER/DEV	ADVANCED TECHNICAL SERVICES, RANDY HOWE
ADDRESS	702 LECLAIR ST, CEDAR FALLS, IA 50613
P#	319.277.5401

UTILITIES	
UTILITY TYPE	COMMON NAME
WATER & SEWER	CEDAR FALLS, CITY OF
ELECTRIC	LUMEN
TELEPHONE	MEDACOM
GAS	CEDAR FALLS UTILITIES
FIBER OPTIC	AUREON

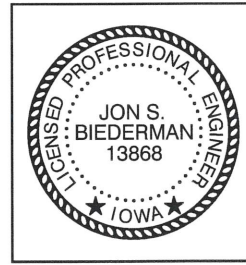
(CONTRACTOR TO BE RESPONSIBLE FOR COORDINATING ANY ADJUSTMENTS TO BE MADE.)



ILLINOIS                      IOWA                      WISCONSIN

WEST UNION, IOWA  
128 S VINE STREET  
WEST UNION, IA 52175  
P# (563) 422-5131

FINAL



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

*[Signature]*  
Date: 8/24/2023

Jon S. Biederman, P.E.  
License Number 13868  
My license renewal date is December 31, 2024  
Pages or sheets covered by this seal: All

ORIGINAL SET FOR PROJECT: 22-1118		DATE CREATED: AUGUST 2023
REVISIONS		
REV. NO.	DESCRIPTION	DATE

ABBREVIATIONS

Table of abbreviations and their corresponding full names, such as ABC for Aggregate Base Course, ACI for American Concrete Institute, and so on.

Table of abbreviations and their corresponding full names, including PE for Polyethylene Pipe, PI for Point of Intersection, and many others.

Table of hatch patterns and their corresponding materials, such as Earth - Fill, Brick, Steel, and Asphalt Pavement.

SYMBOLS

Large table of symbols for various engineering elements, categorized into Civil, Water, Storm Sewer, Erosion Control, Sanitary Sewer, and Utility. Each category includes existing and proposed symbols for items like pipes, manholes, valves, and structures.

Item 30.

FEHR GRAHAM ENGINEERING & ENVIRONMENTAL logo and name.

ILLINOIS IOWA WISCONSIN

OWNER/DEVELOPER: ADVANCED TECHNICAL SERVICES 901 BLACK HAWK RD WATERLOO, IA 50701

PROJECT AND LOCATION: WAREHOUSE SITE IMPROVEMENTS CEDAR FALLS, IOWA

DRAWN BY: EMW APPROVED BY: JSB DATE: AUGUST 2023 SCALE: AS NOTED

Table with columns for REVISIONS, REV. NO., DESCRIPTION, and DATE.

DRAWING: LEGEND SET TYPE: FINAL

JOB NUMBER: 22-1118 350

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
2. THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS (SUDAS), 2023 EDITION PLUS SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS AS PREPARED BY FEHR GRAHAM SHALL BE CONSIDERED A PART OF THESE DOCUMENTS AS IF BOUND HEREIN.
3. THE QUANTITIES INDICATED ON THE PROPOSAL FORM ARE APPROXIMATE ONLY, AND DO NOT CONSTITUTE A WARRANTY OR GUARANTEE BY THE JURISDICTION AS TO THE ACTUAL QUANTITIES INVOLVED IN THE WORK. SUCH QUANTITIES ARE TO BE USED FOR THE PURPOSE OF COMPARISON OF BIDS AND DETERMINING THE AMOUNT OF BID SECURITY, CONTRACT, AND PERFORMANCE, PAYMENT, AND MAINTENANCE BOND. IN THE EVENT OF DISCREPANCIES BETWEEN UNIT PRICES AND UNIT PRICE EXTENSIONS LISTED IN A BIDDER'S PROPOSAL, UNIT PRICES SHALL GOVERN AND UNIT PRICE EXTENSIONS SHALL BE CORRECTED, AS NECESSARY, FOR AGREEMENT WITH UNIT PRICES. THE JURISDICTION EXPRESSLY RESERVES THE RIGHT TO INCREASE OR DECREASE THE QUANTITIES DURING CONSTRUCTION, AND TO MAKE REASONABLE CHANGES IN DESIGN, PROVIDED SUCH CHANGES DO NOT MATERIALLY CHANGE THE INTENT OF THE CONTRACT. THE AMOUNT OF WORK TO BE PAID FOR SHALL BE BASED UPON THE ACTUAL QUANTITIES PERFORMED.
4. CONSTRUCTION SURVEY FOR THIS PROJECT TO BE PROVIDED BY THE OWNER.
5. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES NOTICE TO IOWA ONE CALL (1-800-292-8989) NOT LESS THAN 48 HOURS BEFORE EXCAVATION, EXCLUDING WEEKENDS AND LEGAL HOLIDAYS.
6. THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ROCK ELEVATIONS ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND ROCK ELEVATIONS BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES AND ROCK ELEVATIONS.
7. THE CONTRACTOR SHALL VISIT THE SITE AND INSPECT THE PROJECT AREA AND BECOME THOROUGHLY FAMILIAR WITH THE ACTUAL JOB CONDITIONS PRIOR TO BIDDING AND THE START OF ANY WORK. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS.
8. THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICT PRIOR TO PROCEEDING WITH THE WORK.
9. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHALL GOVERN. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES OUTSIDE THE CONSTRUCTION LIMITS RESULTING FROM NEGLIGENCE.
11. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, BUILDINGS, AND OTHER APPURTENANCES NOT TO BE REMOVED FROM THE SITE DURING THE CONSTRUCTION ACTIVITIES.
12. CONTRACTOR SHALL CONFINE HIS WORK TO THE CONSTRUCTION LIMITS AND EASEMENTS. IF THE CONTRACTOR OBTAINS ADDITIONAL EASEMENT FOR THE STORAGE OF EQUIPMENT AND MATERIALS, COPIES OF THE AGREEMENTS WITH THE PROPERTY OWNERS SHALL BE PROVIDED TO THE OWNER.
13. CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION SCHEDULE AND STAGING PLAN A MINIMUM OF TWO (2) DAYS PRIOR TO THE PRECONSTRUCTION MEETING.
14. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN ACCESS TO INDIVIDUAL PROPERTIES DURING CONSTRUCTION WHENEVER PRACTICAL. CONTRACTOR SHALL NOTIFY RESIDENTS OF ACCESS RESTRICTIONS MINIMUM OF 24 HOURS PRIOR TO REMOVAL OF EXISTING ACCESS.
15. CONTRACTOR SHALL SUBMIT FOR ACCEPTANCE WORK PLANS AND SCHEDULES FOR ACCOMPLISHMENT OF TEMPORARY AND PERMANENT EROSION CONTROL PRIOR TO THE START OF CONSTRUCTION.
16. CONTRACTOR SHALL COORDINATE TEMPORARY DISRUPTION OF UTILITY SERVICES WITH THE CITY OF CEDAR FALLS, AFFECTED UTILITY COMPANIES AND/OR AFFECTED PROPERTY OWNERS WHEN RELOCATING EXISTING FACILITIES, CONNECTING TO EXISTING FACILITIES AND PLACING NEW SERVICES.

REFERENCE NOTES

1. FIELD VERIFY EXISTING STORM SEWER INTAKE ELEVATION PRIOR TO PLACING PIPE; FIELD ADJUST NEW CONSTRUCTION AS NECESSARY.
2. CLASS C, 4,500 PSI, PCC MIX REQUIRED FOR ALL EXTERIOR PCC.
3. ALL REINFORCEMENT FOR EXTERIOR PCC SHALL BE EPOXY COATED.
4. CURING COMPOUND REQUIRED FOR ALL NEW EXTERIOR PCC.
5. CLASS F-3 PIPE ENVELOPE REQUIRED FOR NEW HDPE PIPE.
6. PLACE MINIMUM 8" THICK TOPSOIL, SALVAGED FROM SITE, ON ALL DISTURBED AREAS.
7. ALL DISTURBED, NON HARD SURFACED, AREAS TO BE SEEDED, MULCHED AND FERTILIZED. CONTRACTOR IS RESPONSIBLE FOR OBTAINING SATISFACTORY GRASS GROWTH.
8. COORDINATE STOOP CONSTRUCTION AT PERSONNEL DOOR WITH BUILDING PLANS.
9. PROVIDE AND PLACE RIGID INSULATION OVER NORTHERLY ROOF DRAIN COLLECTOR AND DOWNSPOUT CONNECTION LINES AS INDICATED ON PLANS.
10. CONSTRUCTION SHALL BE IN ACCORDANCE WITH CURRENT VERSION OF STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS).
11. COORDINATE DOWNSPOUT LOCATIONS AND CONNECTIONS TO COLLECTOR WITH BUILDING PLANS.
14. CONFINE WORK TO PROJECT PROPERTY.
16. USE MANUFACTURED BENDS FOR DRAIN LINES.
17. OWNER TO RELOCATE SELECT TREES PRIOR TO CONSTRUCTION. VERIFY ALL TREE REMOVAL WITH OWNER.
18. COORDINATE LOCATION OF OTHER UTILITY LINES WITH UTILITY PROVIDERS.
19. COMPLY WITH IDOT PERMIT FOR DRAIN LINE ADDITION.
20. COMPLY WITH CITY OF CEDAR FALLS STORM WATER PERMIT.
21. 6" THICK COMPACTED CRUSHED STONE, MODIFIED SUBBASE, TO BE PLACED BELOW NEW PCC DRIVEWAY.



ILLINOIS  
IOWA  
WISCONSIN

OWNER/DEVELOPER:  
ADVANCED TECHNICAL SERVICES  
901 BLACK HAWK RD  
WATERLOO, IA 50701

PROJECT AND LOCATION:  
WAREHOUSE SITE IMPROVEMENTS  
CEDAR FALLS, IOWA

DRAWN BY: EMW  
APPROVED BY: JSB  
DATE: AUGUST 2023  
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

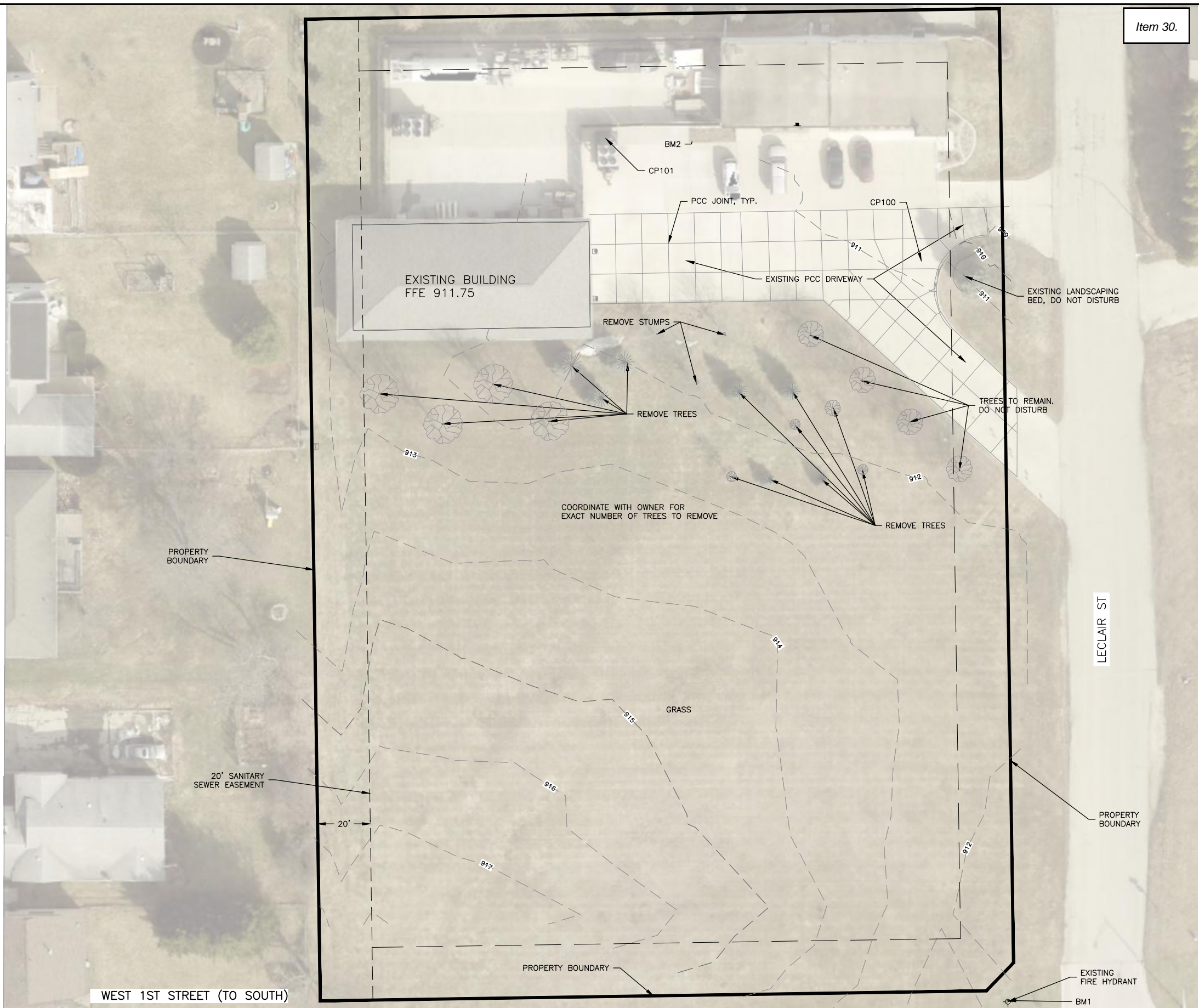
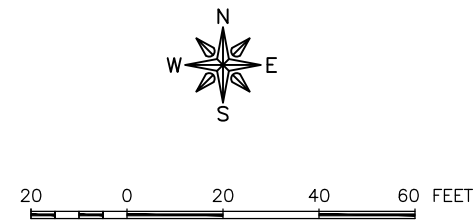
DRAWING:  
REFERENCE NOTES

SET TYPE: FINAL

JOB NUMBER:  
22-1118

351

NOTES  
 REMOVE TREES ROOTS TO 4' BELOW EXISTING GROUND. PROVIDE, PLACE, AND COMPACT FILL.  
 OWNER MAY RELOCATE TREES PRIOR TO CONSTRUCTION, VERIFY TREE REMOVAL WITH OWNER



HORIZONTAL CONTROL: CUT 'X' (CP100) N-3662597.44, E-5194313.26, ELEV-910.81
HORIZONTAL CONTROL: CUT 'X' (CP101) N-3662643.77, E-5194193.47, ELEV-911.18
BM1 = FHMUELLBOLT (CP6007) ON HYDRANT, CORNER OF 1ST ST. & LECLAIR ST. N-3662319.79, E-5194346.42, ELEV-912.76
BM2 = CUT "X" (CP102) N-3662642.81, E-5194226.15, ELEV-911.28

**FEHR GRAHAM**  
 ENGINEERING & ENVIRONMENTAL

ILLINOIS  
 IOWA  
 WISCONSIN

OWNER/DEVELOPER:  
 ADVANCED TECHNICAL SERVICES  
 901 BLACK HAWK RD  
 WATERLOO, IA 50701

PROJECT AND LOCATION:  
 WAREHOUSE SITE IMPROVEMENTS  
 CEDAR FALLS, IOWA

DRAWN BY: EMW  
 APPROVED BY: JSB  
 DATE: AUGUST 2023  
 SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
 EXISTING CONDITIONS & REMOVALS

SET TYPE: FINAL

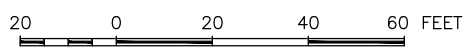
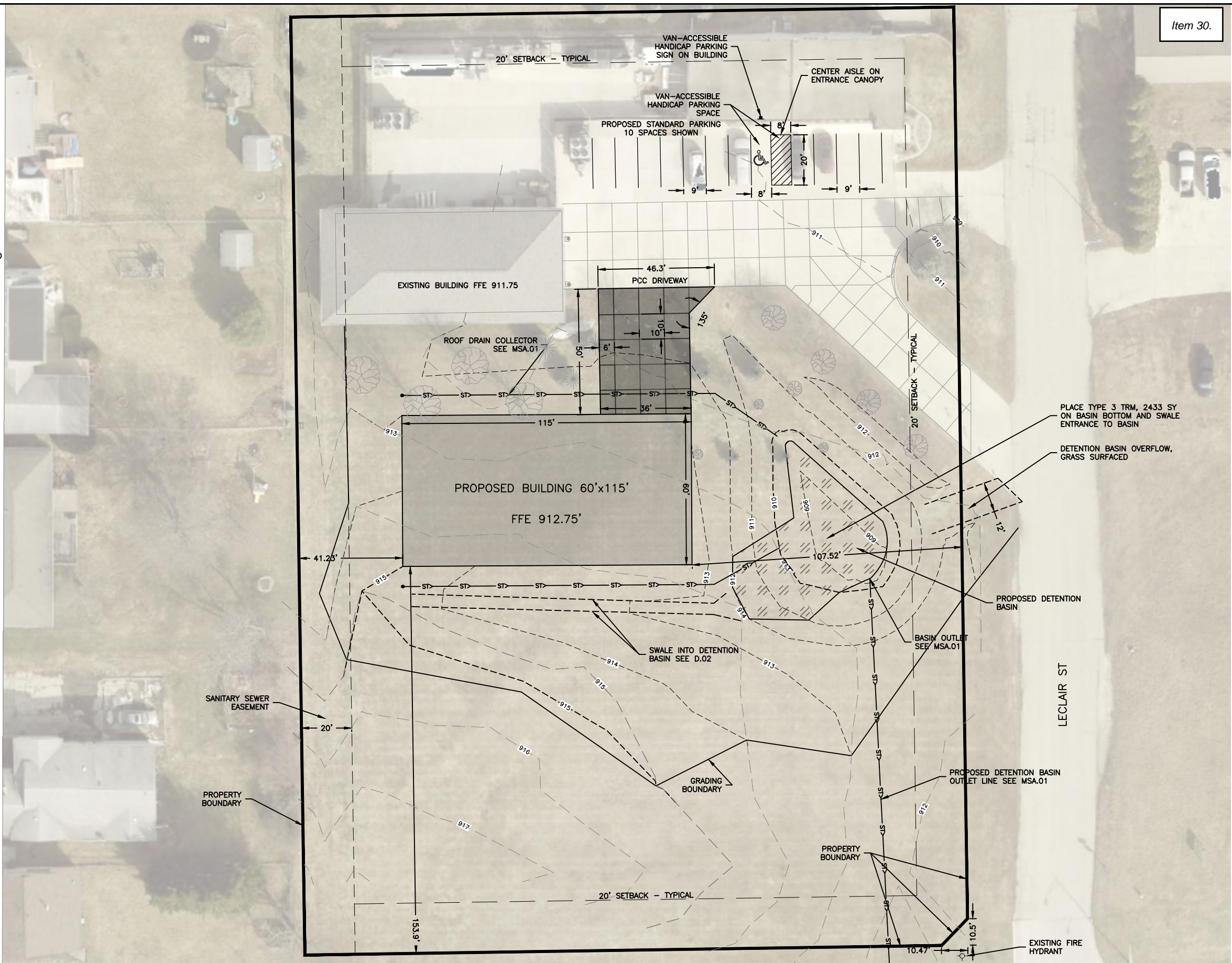
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JOB NUMBER:  
 22-1118

Sheet  
 352



**GENERAL INFORMATION**  
 PROPERTY AREA FOR REZONING: 2.26 ACRES.  
 CURRENT ZONING: C-1 PROPOSED ZONING PC-2.  
 BUILDING SETBACK: 20'  
 PROPERTY IS NOT WITHIN 100 OR 500 YEAR FLOOD PLAIN.  
 PROPOSED CONSTRUCTION IS A STORAGE BUILDING WITH PCC DRIVEWAY, GRADING AND STORM WATER MANAGEMENT.  
 10 PARKING SPACES EXIST, PROPOSED CONSTRUCTION WILL NOT INCREASE THE REQUIRED NUMBER OF PARKING SPACES.  
 EXISTING DRIVEWAY WILL ACCOMMODATE A SEMI-TRAILER FOR TURNING.  
 NO EMPLOYEES WILL BE ADDED DUE TO BUILDING CONSTRUCTION. BUILDING IS FOR STORAGE.  
 NO UNATTACHED SIGNAGE IS PROPOSED.  
 EXISTING IMPERVIOUS AREA = 25507 SF PROPOSED IMPERVIOUS AREA = 8757 SF.  
 TOTAL IMPERVIOUS AREA = 34264 SF.  
 SEWER AND WATER SERVICES ARE NOT PROPOSED.  
 GAS AND ELECTRIC SERVICES ARE PROPOSED FROM EXISTING SERVICES TO PROPERTY  
 NO KNOWN EASEMENTS EXIST WITHIN THE BUILDING AND STORM WATER MANAGEMENT FOOTPRINT.  
 NEW EASEMENTS ARE NOT PROPOSED.  
 NEW TRASH ENCLOSURE IS NOT PROPOSED.  
 SIGNAGE, EXCEPT AS ATTACHED TO EXISTING OFFICE BUILDING, DOES NOT EXIST AND IS NOT PROPOSED



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OWNER/DEVELOPER:  
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 901 BLACK HAWK RD  
 WATERLOO, IA 50701

PROJECT AND LOCATION:  
 WAREHOUSE SITE IMPROVEMENTS  
 CEDAR FALLS, IOWA

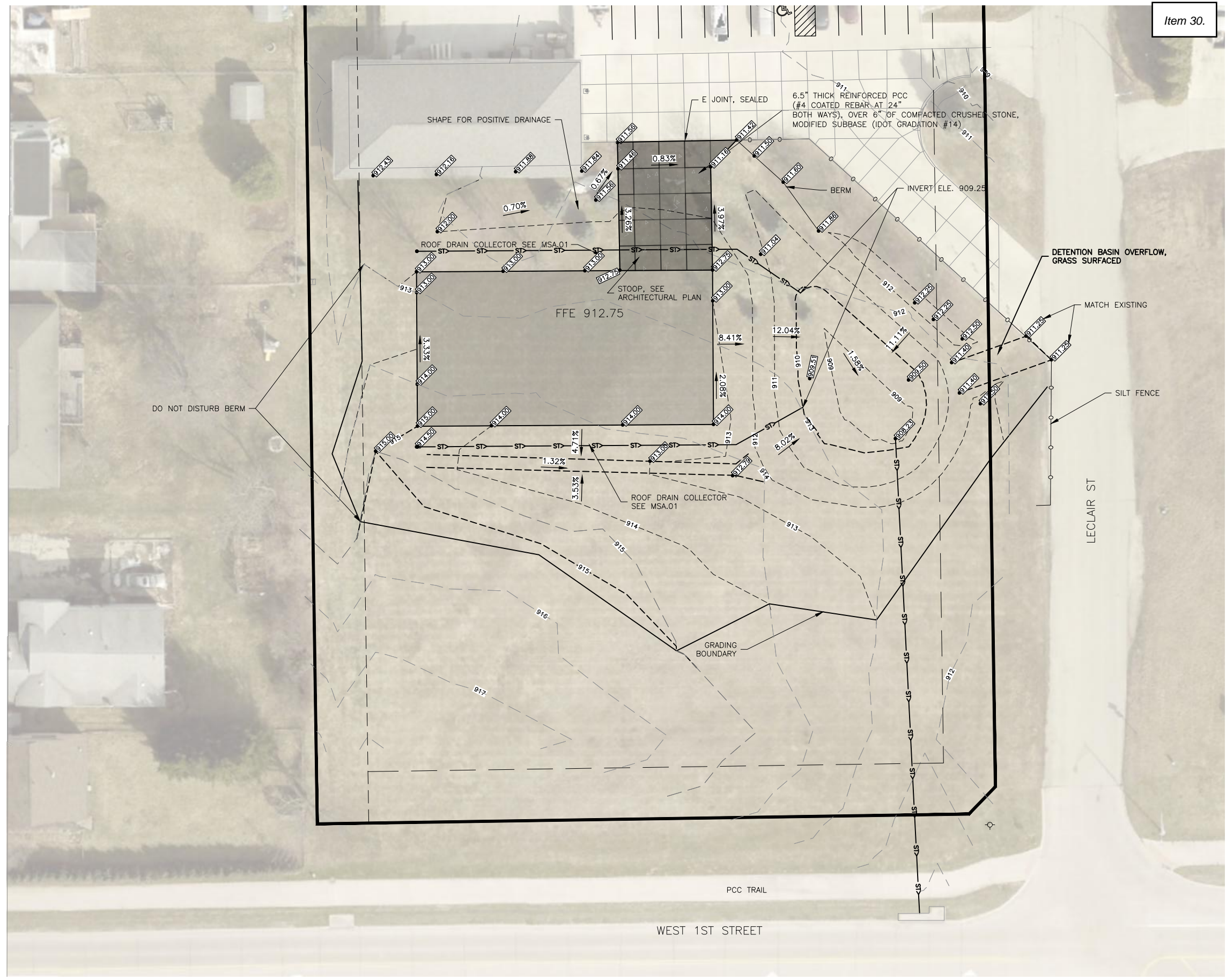
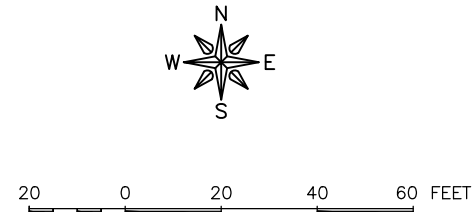
DRAWN BY: EMW  
 APPROVED BY: JSB  
 DATE: AUGUST 2023  
 SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
 SITE PLAN  
 SET TYPE: FINAL

JOB NUMBER:  
 22-1118  
 SHEET:  
 353

NOTES  
 STRIP AND SALVAGE TOPSOIL, REPLACE FOR MINIMUM THICKNESS OF 8" OF ALL DISTURBED, NON-HARD SURFACED AREA  
 SEED, FERTILIZE, MULCH ALL DISTURBED AREA WITH SUDAS LAWN MIX



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OWNER/DEVELOPER:  
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 901 BLACK HAWK RD  
 WATERLOO, IA 50701

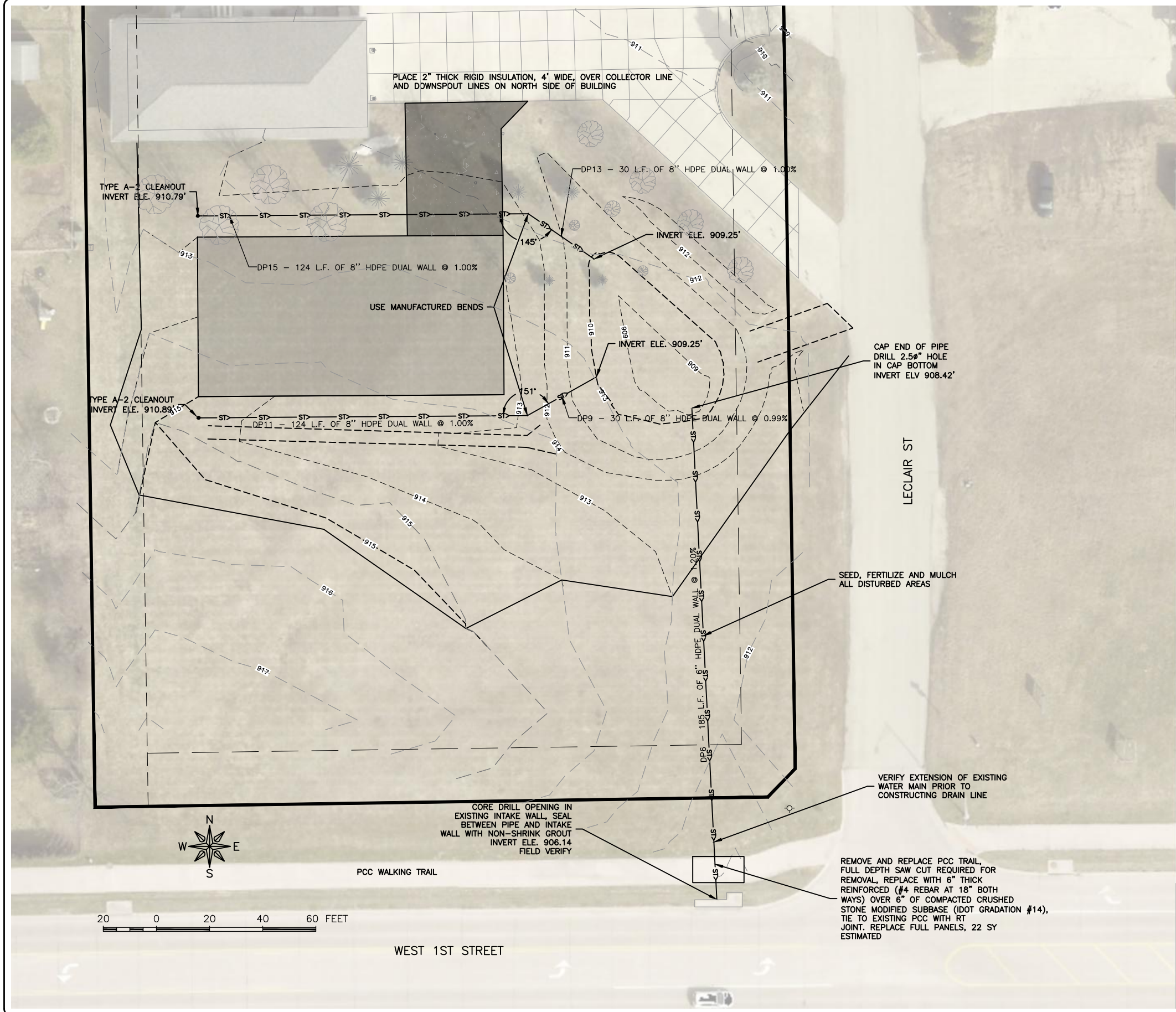
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 WAREHOUSE SITE IMPROVEMENTS  
 CEDAR FALLS, IOWA

DRAWN BY: EMW  
 APPROVED BY: JSB  
 DATE: AUGUST 2023  
 SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
**GRADING PLAN**  
 SET TYPE: FINAL

JOB NUMBER:  
 22-1118  
 SHEET  
 354



NOTES  
 CONNECT DOWNSPOUTS TO COLLECTOR LINE, 8X6 TEE, 6\"/>

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 WISCONSIN

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PROJECT AND LOCATION:  
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DRAWN BY: EMW  
 APPROVED BY: JSB  
 DATE: AUGUST 2023  
 SCALE: AS NOTED

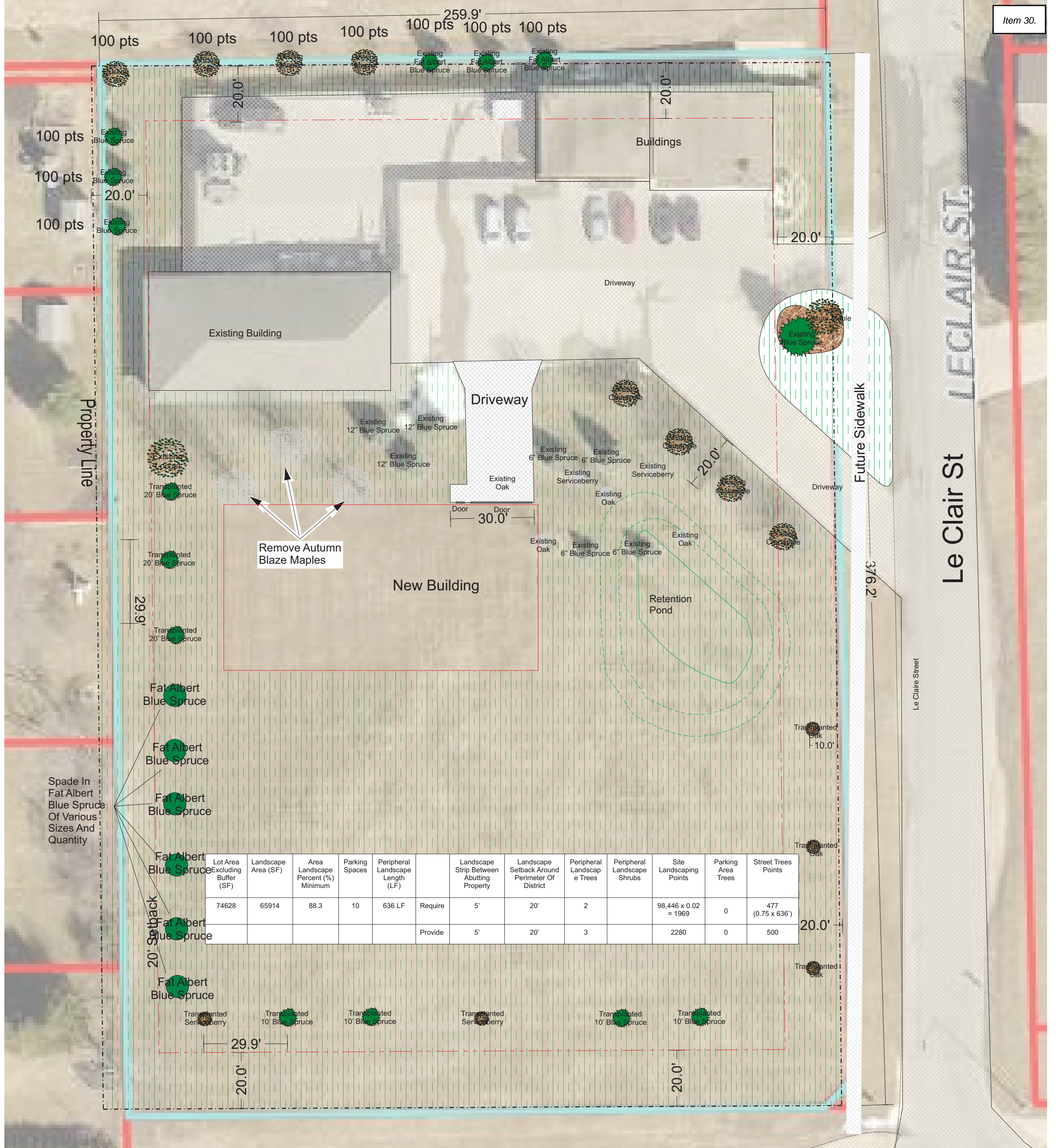
REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:  
 STORM WATER MANAGEMENT

SET TYPE: FINAL

JOB NUMBER:  
 22-1118

355



Remove Autumn Blaze Maples

Lot Area Excluding Buffer (SF)	Landscape Area (SF)	Area Landscape Percent (%) Minimum	Parking Spaces	Peripheral Landscape Length (LF)	Landscape Strip Between Abutting Property	Landscape Setback Around Perimeter Of District	Peripheral Landscape Trees	Peripheral Landscape Shrubs	Site Landscaping Points	Parking Area Trees	Street Trees Points
74628	65914	88.3	10	636 LF	Require	5'	2		98,446 x 0.02 = 1969	0	477 (0.75 x 636')
					Provide	5'	3		2280	0	500

PLANT SCHEDULE

EVERGREEN TREES	QUANTITY	BOTANICAL/Common Name	SIZE	SITE LANDSCAPING POINTS	STREET TREE
	8 (7 TRANSPLANT, 1 EXISTING)	BLUE SPRUCE	10' TALL	700	100
	3	BLUE SPRUCE	20' TALL	300	
	3	FAT ALBERT BLUE SPRUCE	10' TALL	300	
SHADE TREES					
	1	LOCUST	> 4" CALIPER	100	
	5 (3 TRANSPLANT, 2 EXISTING)	OAK	> 4" CALIPER	200	300
	2	MAPLE	> 4" CALIPER	200	
UNDERSTORY					
	2	SERVICEBERRY	> 2" CALIPER	80	
	1	AMUR MAPLE	> 4" CALIPER		100
	4	CRABAPPLE	> 4" CALIPER	400	
			TOTAL	2280	500



This plan, as an instrument of service, is the sole property of Maifeld Landscaping LLC. It may not be used in whole or part without their consent.

REVISIONS	MAIFELD LANDSCAPING LLC	
TITLE	Howe - ATS - New Building	
DRAWN BY:	Tyler Maifeld	
CHECKED BY:		
DATE:	08.03.2023	SHEET: 356
SCALE:	1" = 24'	OF SHEETS

# Advanced Technical Services Storage Building

## Drawing Sheet Index

AT	Sheet Index, Code, Exterior Images
A100	Main Floor, Roof Plan, Wall Section
A101	Exterior Elevations
S100	Footing & Foundation Plan
S101	Structural Framing Plan

## Code Review Summary

ADOPTED COMMERCIAL BUILDING CODES:

2012 INTERNATIONAL ENERGY CONSERVATION CODE  
 ZONE 6  
 PRESCRIPTIVE REQUIREMENTS COMPLIANCE PATH  
 R-VALUE COMPLIANCE AT  
 MASS WALLS: R7.5  
 SLABS: R15  
 ATTICS: R49  
 U VALUE COMPLIANCE METHOD (2012 IECC) DOES NOT REQUIRE CONT. INSUL.  
 WOOD FRAMED WALLS (USING U-VALUE) < OR = 0.091 PER TABLE C402.1.  
 USING EXOTROPIC.COM U VALUE WALL CALCULATOR. TOTAL U VALUE IS U=0.045  
 (SEE DIAGRAMS THIS PAGE)

- 3/8" LP COMPOSITE SIDING
- WEATHER BARRIER
- 1/2" WOOD SHEATHING
- 2X8 STUDS @ 24" O.C. WITH 7.25 INCH MINERAL WOOL
- 5/8" GYPSUM BOARD

2021 INTERNATIONAL BUILDING CODE:  
 OCCUPANCY TYPE S-2 FOR STORAGE OF STEEL CONCRETE EQUIPMENT AND OTHER MISCELLANEOUS STORAGE.  
 CONSTRUCTION TYPE TYPE V-B CONSTRUCTION  
 ALLOWED AREA 13,900 SQ.FT.  
 -ACTUAL AREA 6,900 SQ.FT.  
 -REQUIRED EXTERIOR WALL CLEARANCES FOR NO PROTECTION:  
 -EXTERIOR WALLS MUST BE GREATER THAN 10 FEET FROM PROPERTY LINE AND HALFWAY POINT BETWEEN STRUCTURES.

EGRESS  
 -OCCUPANT LOAD LESS THAN 30 REQUIRES ONLY ONE EXIT IN S-2  
 -COMMON PATH OF EGRESS TRAVEL IN NON-SPRINKLERED LIMITED TO 75 FEET. ALL COMMON PATHS FROM CORNER OF STRUCTURE TO EXIT DOOR

Assembly Properties: R 22.337 U 0.045  
 Exterior: OSBUM BOARD

Assembly Properties: R 22.337 U 0.045  
 Exterior: WEATHER BARRIER

Assembly Properties: R 22.337 U 0.045  
 Exterior: SIDING

## Architect's Seal

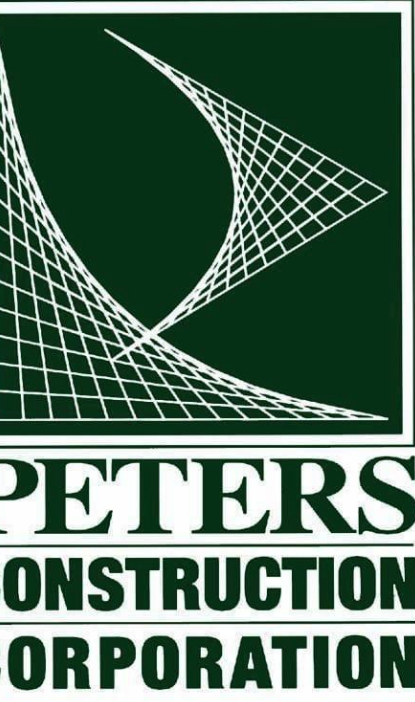
The portion of this technical submission described below has been prepared under the direct supervision & responsible charge of the undersigned.

**Stephen M. Trost**  
 Signature

Discipline: Architect  
 Iowa Registration No.: 3603  
 Pages of Sheets covered by this seal: AT,A100, A101  
 Date of Issuance: August 24, 2023



702 Leclair Street  
 NOT TO SCALE



project

Advanced Technical Services  
 Storage Building

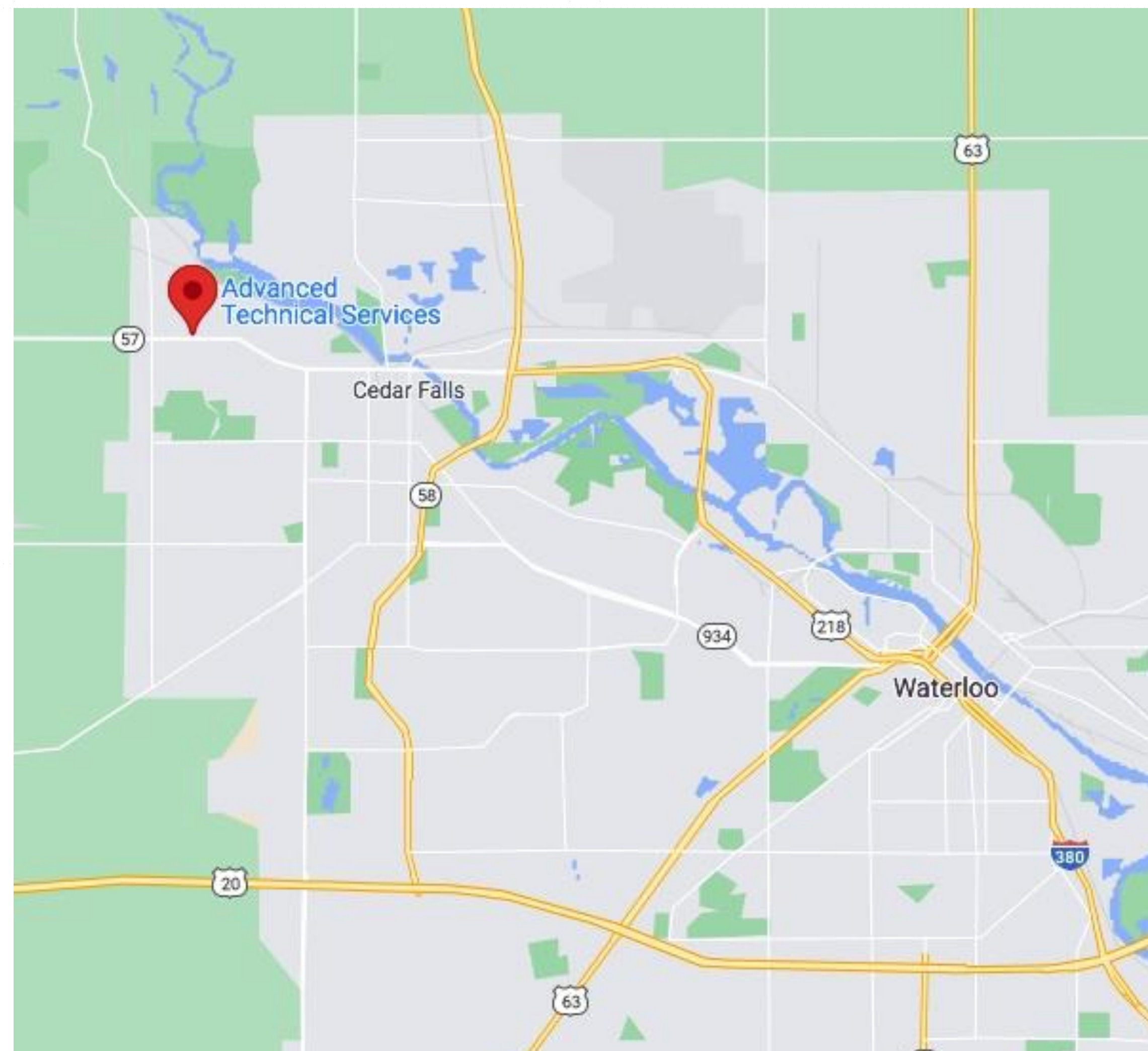
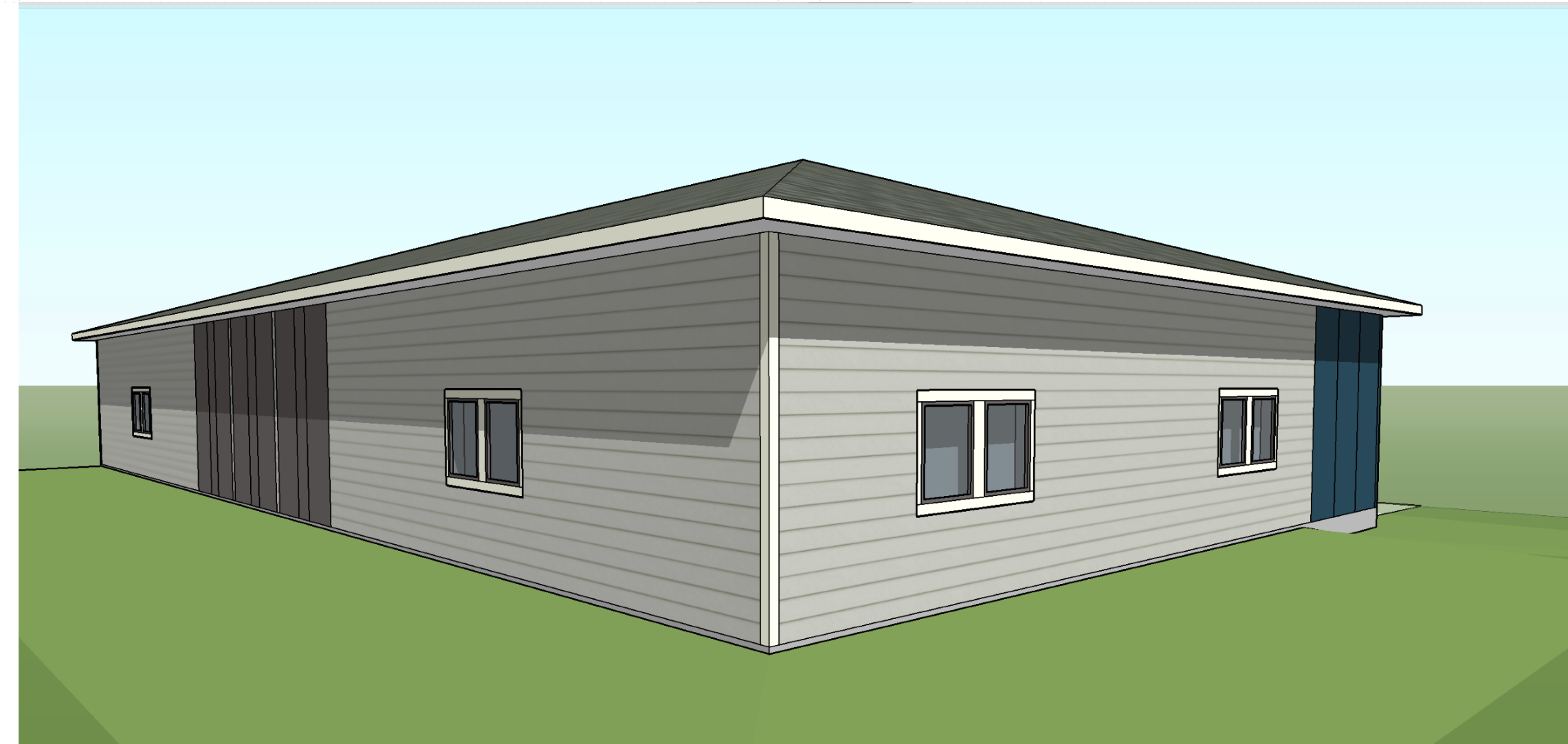
702 Leclair Street, Cedar Falls, Iowa

date

Thursday, August 24, 2023

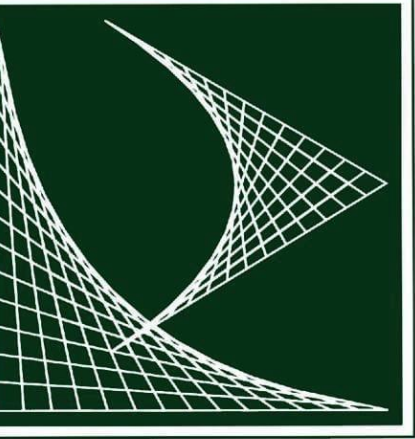
sheet no.

AT



Location Map  
 NOT TO SCALE

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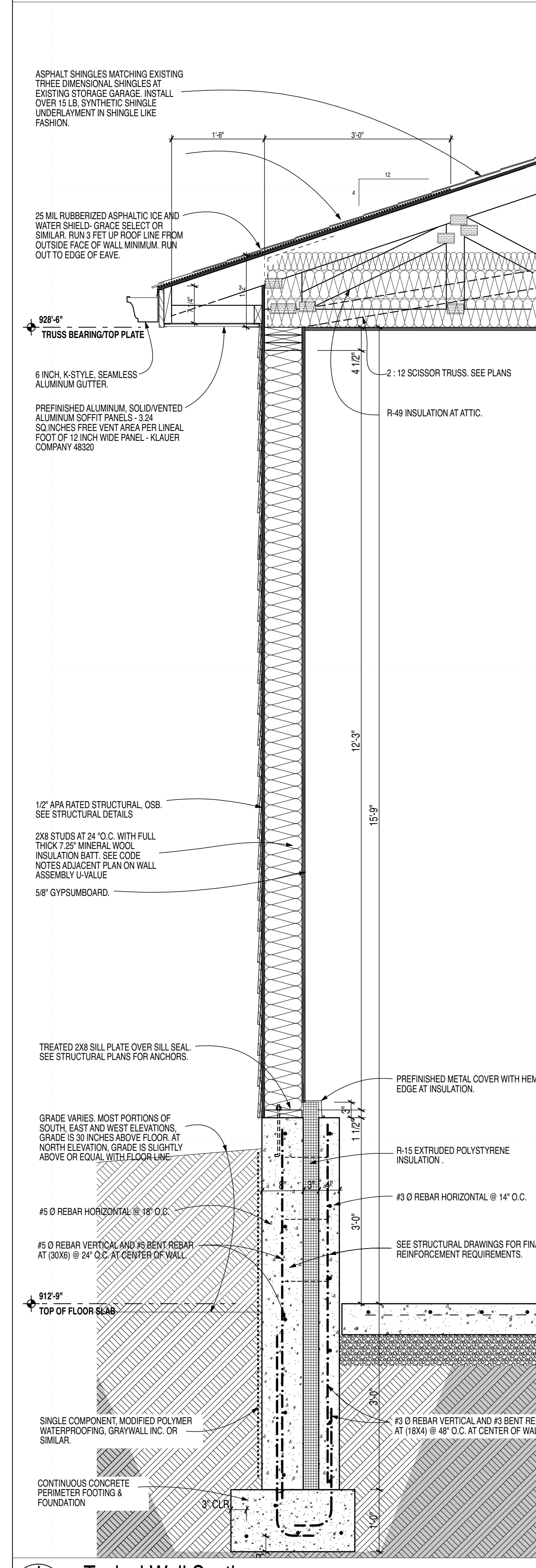
project

# Advanced Technical Services Storage Building

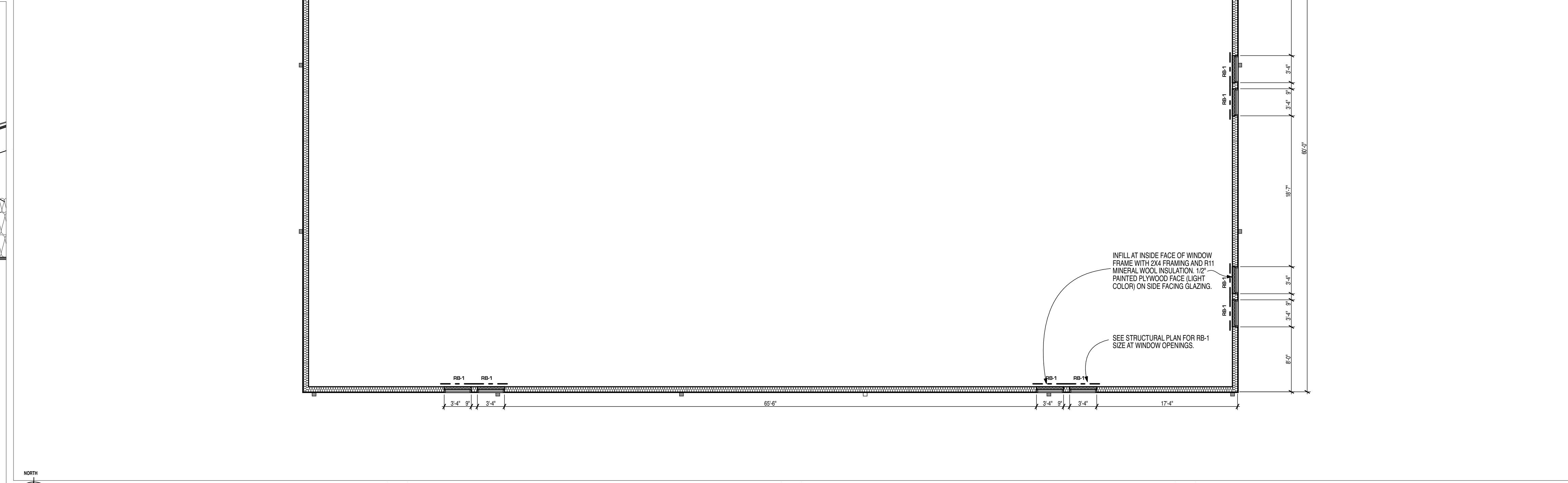
702 Leclair Street, Cedar Falls, Iowa

date  
**Thursday, August  
24, 2023**

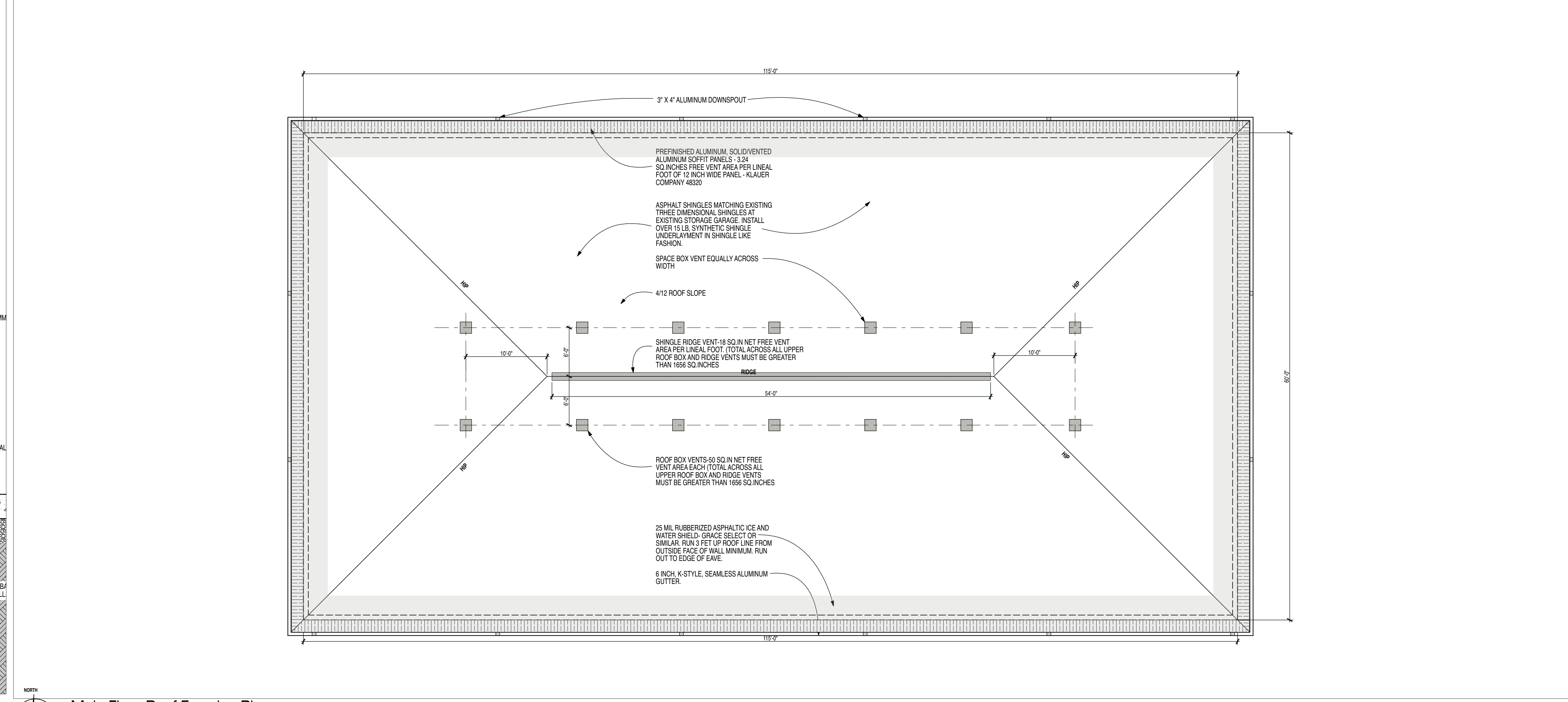
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**A100**



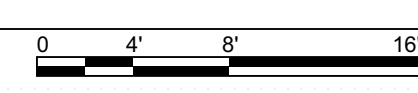
**1** Typical Wall Section  
Scale: 3/4" = 1'-0"



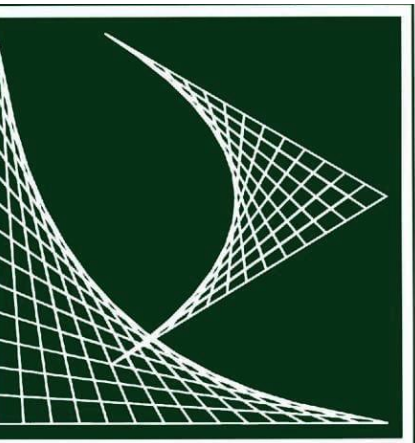
**Main Floor Plan**  
Scale: 1/8" = 1'-0"



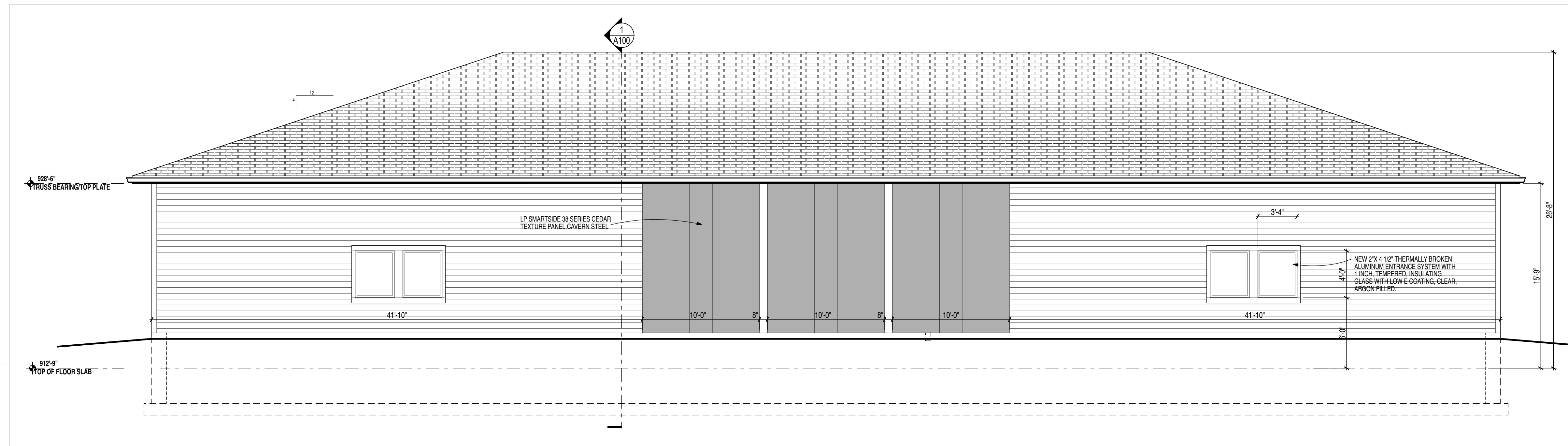
**Main Floor-Roof Framing Plan**  
Scale: 1/8" = 1'-0"



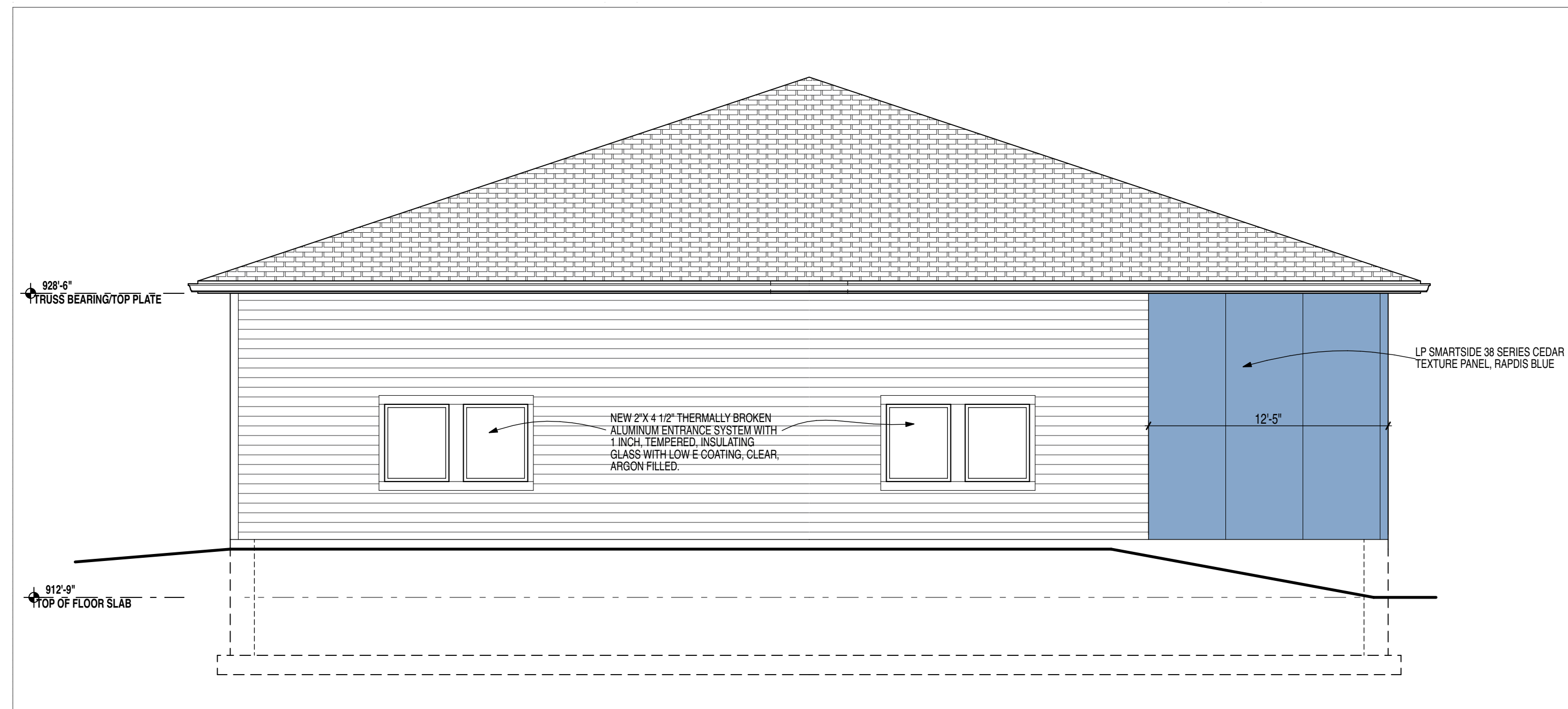
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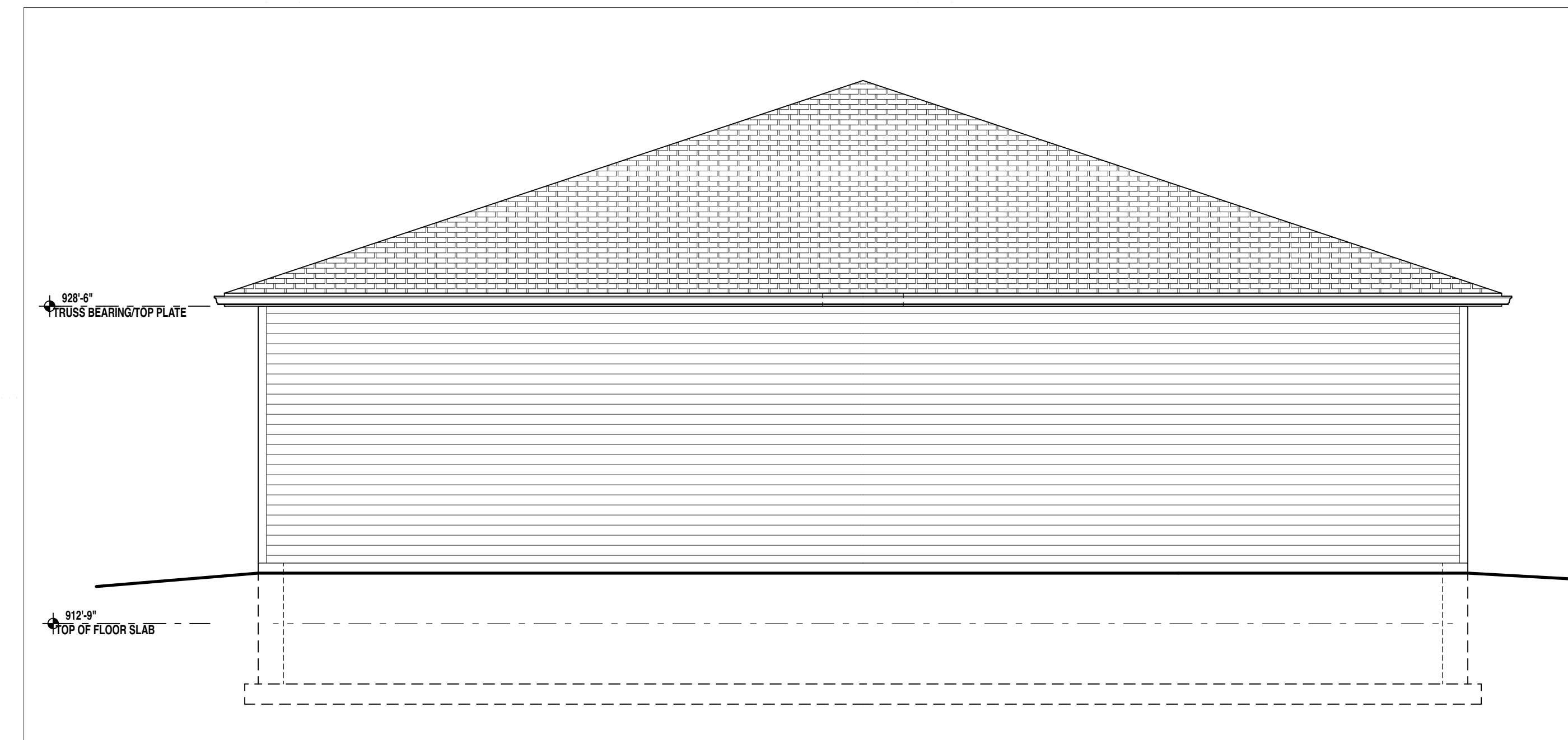
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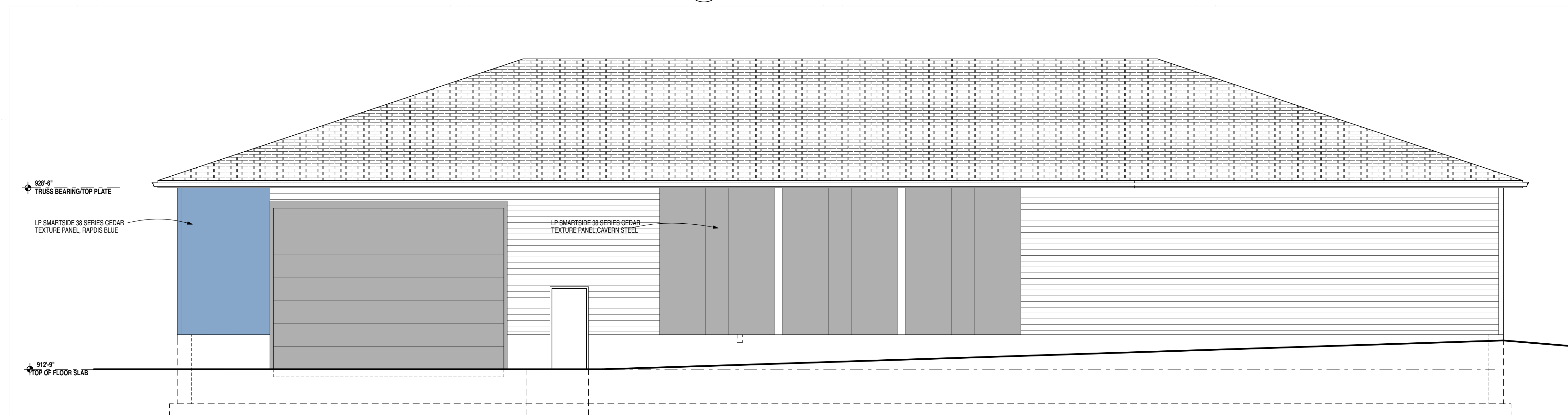
South Elevation  
Scale: 3/16" = 1'-0"



East Elevation  
Scale: 3/16" = 1'-0"



West Elevation  
Scale: 3/16" = 1'-0"



North Elevation  
Scale: 3/16" = 1'-0"

Advanced Technical Services  
Storage Building

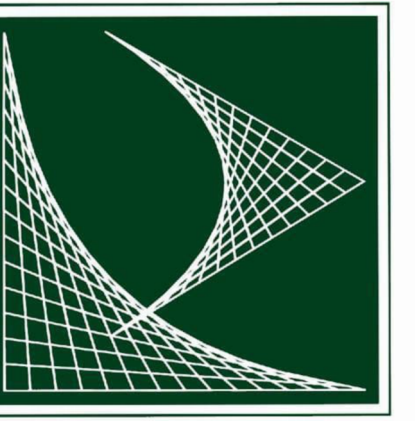
702 Leclair Street, Cedar Falls, Iowa

date

Thursday, August  
24, 2023

sheet no.

A101



**PETERS**  
CONSTRUCTION  
CORPORATION

M2B Structural Engineers LLP  
422 Second Avenue S.E., Suite B, Cedar Rapids, Iowa 52401-1330  
Phone: 319/364-0866 Fax: 319/364-1156

GENERAL STRUCTURAL NOTES

- Design Live Loads
  - Ground snow.....30 PSF
  - Flat roof snow.....30 PSF
  - Snow exposure factor.....1.0
  - Snow load importance factor.....1.0
  - Thermal factor.....1.0
- Wind per IBC 2018
  - V<sub>(ult)</sub>.....115 MPH
  - V<sub>(asd)</sub>.....90 MPH
  - Risk category.....II
  - Wind exposure.....B
  - Internal pressure coefficient.....0.18
- The assumed soil bearing capacity is 1500 PSF. This shall be verified by a qualified geotechnical engineer prior to placing concrete.
- Special Inspection
  - The following types of work require special inspection
    - Soil capacity
    - Rebar installation
    - Sheathing - 10 percent of sheathing fasteners
- Concrete 28 day compressive strengths.....4000 PSI
- Reinforcing Steel
  - #3 & smaller.....ASTM A615 Gr 40
  - #4 & larger.....ASTM A615 Gr 60
  - Welded wire fabric.....ASTM A185
- Provide corner bars (30 x 30) at all intersections of footings and walls, same size and spacing as the horizontal reinforcing.
- Elevations shown thus (+/-3'-0) are to the top of beams, slabs, footings, etc., unless noted otherwise.
- Roof trusses shall be designed and manufactured by the supplier for the loads shown on the plans and the Structural Notes. The shop drawings shall be certified by a structural engineer licensed in the state of Iowa.
- Exterior wall studs shall be:
  - 2 x 8's Douglas Fir-Larch No. 2 or better.
  - 2 x roof framing and wood beams shall be Douglas Fir-Larch No. 2 or better.
- Exterior wall sheathing shall be:
  - 7/16" APA rated sheathing 24/16
  - 8d nails at 6" O.C. at panel edges
  - 8d nails at 12" O.C. at intermediate supports
  - Blocking required at horizontal joints.

FLOOR SLAB NOTES

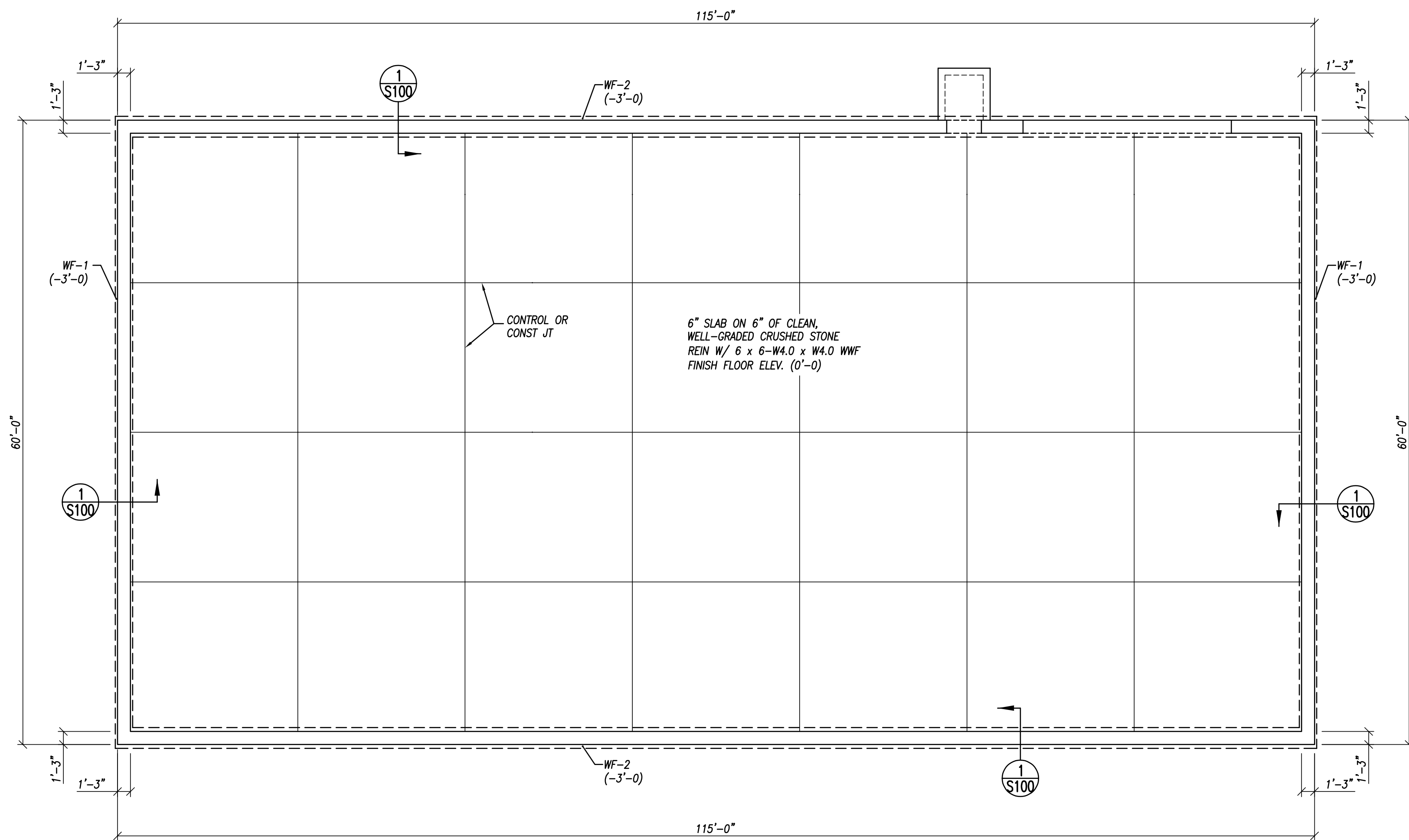
Provide 1/2" expansion joint material where a slab on grade abuts a vertical surface  
Limit area of slabs bounded by a control or construction joint to 400 square feet.

STOOP NOTES

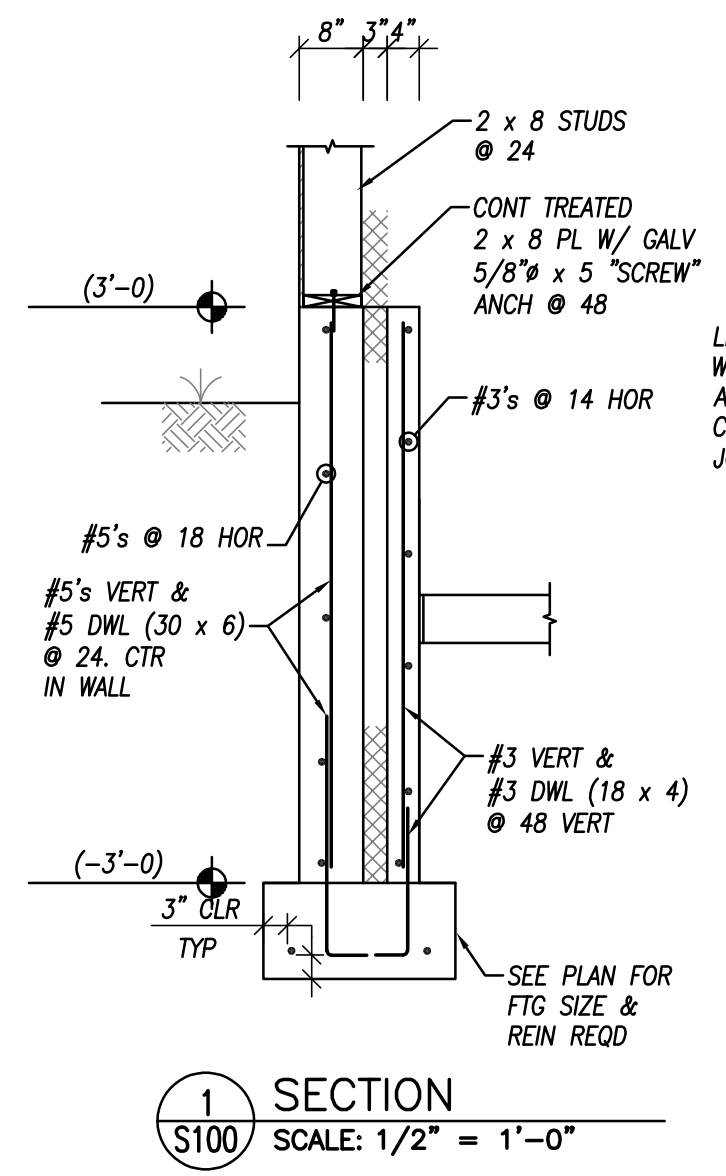
4" slab on loose sand fill. Reinforce slab with #4's at 12" O.C. each way. #4 dowels (12 x 12) at 18" O.C. around perimeter of slab. Typical at stoops.  
8" x 44" frost wall. Reinforce with (2) #5's continuous top and bottom. Dowel into end walls. Typical at stoops.

WALL FOOTING SCHEDULE

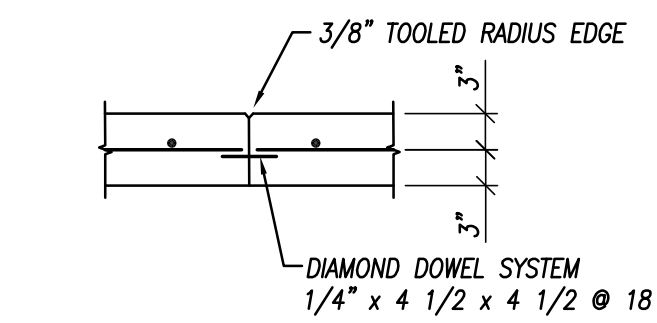
WF-1	1'-8" x 1'-0" CONT FTG
	2-#5's CONT
WF-2	2'-0" x 1'-0" CONT FTG
	2-#5's CONT



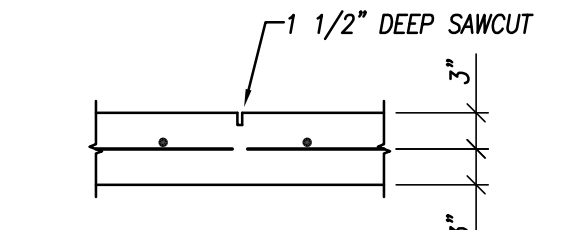
**FOOTING AND FOUNDATION PLAN**  
SCALE: 1/8" = 1'-0"



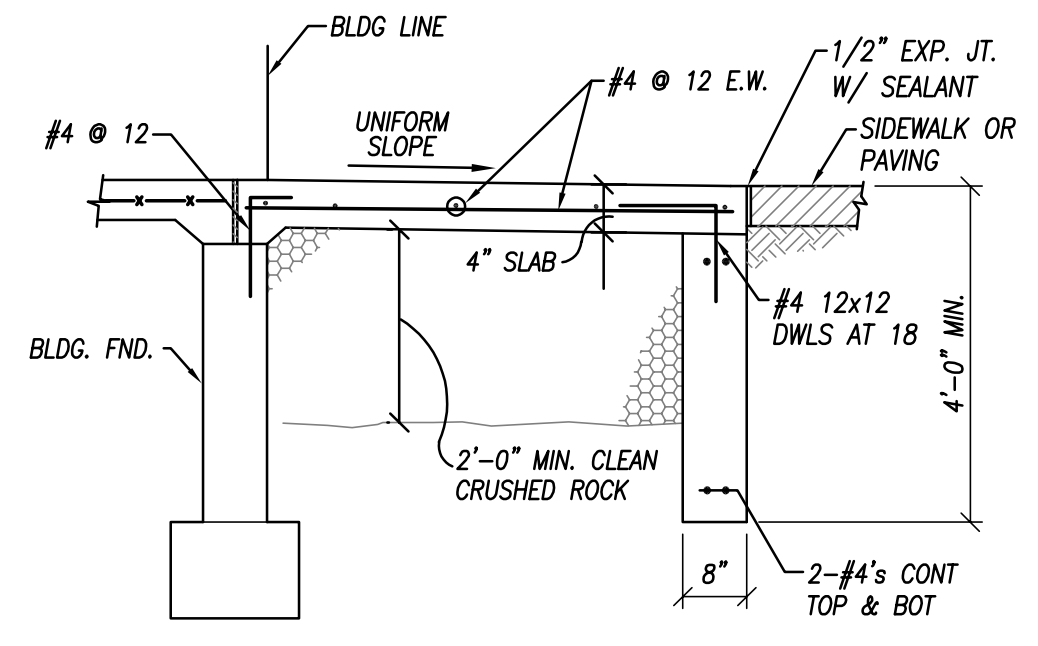
**SECTION S100**  
SCALE: 1/2" = 1'-0"



CONSTRUCTION JOINT



CONTROL JOINT



TYPICAL STOOP SLAB  
SCALE: 1/2" = 1'-0"

I hereby certify that the portion of this technical submission described below was prepared by me or under my supervision and responsible charges. I am a duly licensed engineer under the laws of the state of Iowa.

Lynn A Boettcher  
*Lynn Boettcher*



Discipline - Structural Engineering  
Iowa License No. 7600  
Pages or sheets covered by this seal  
Sheet S100 & S101  
Date of Issuance 8-4-23  
License renewal date 12-31-24

project

Advanced Technical Services  
Storage Building

702 Leclair Street, Cedar Falls, Iowa

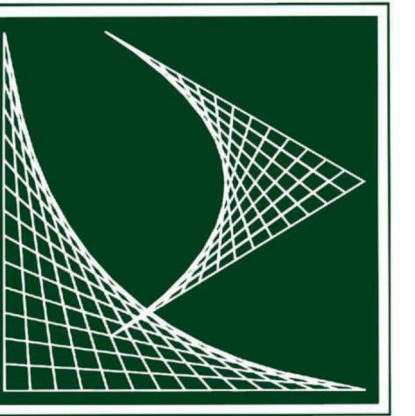
date

Monday, August 21, 2023

sheet no.

S100





**PETERS  
CONSTRUCTION  
CORPORATION**

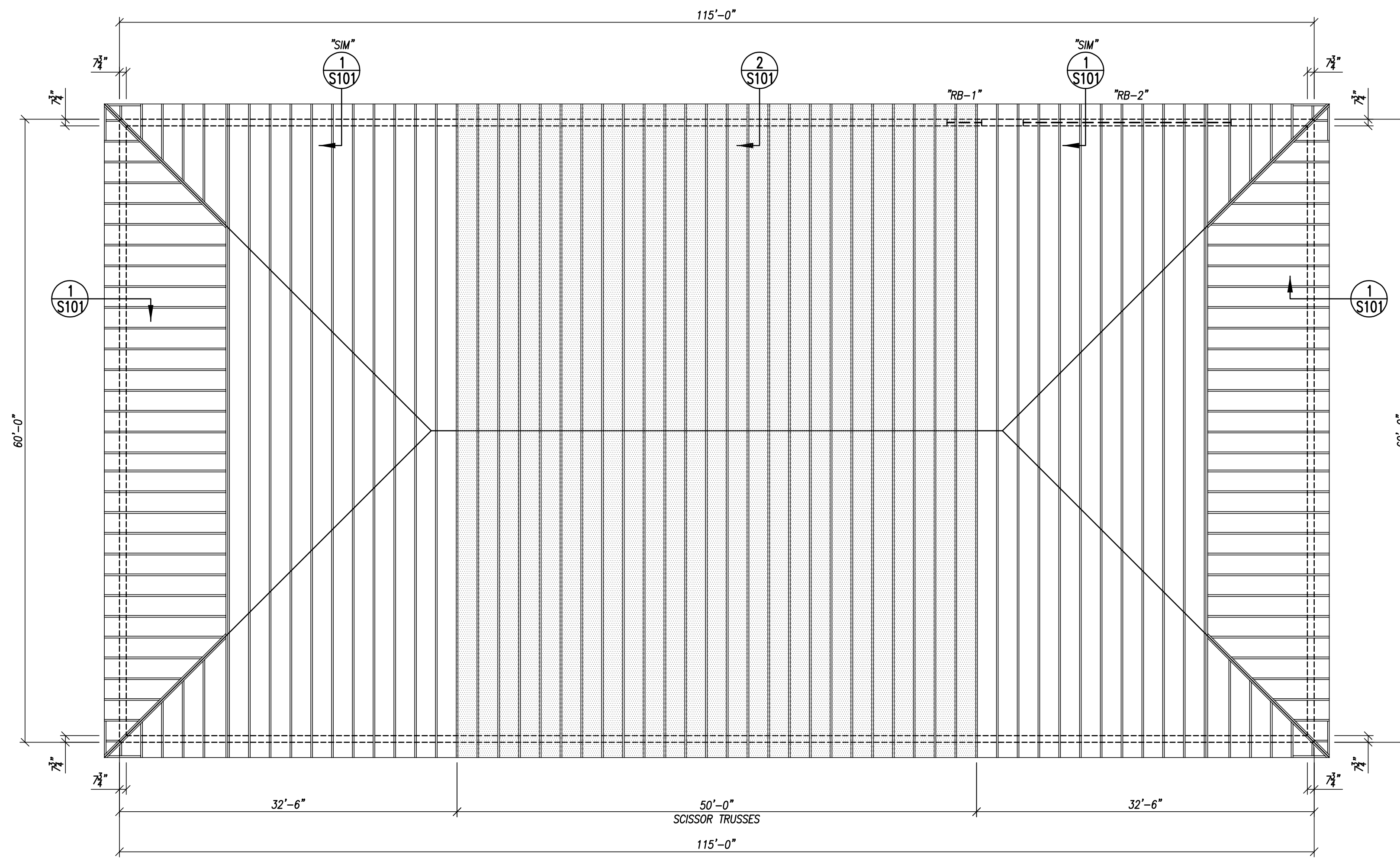
M2B Structural Engineers LLP  
422 Second Avenue S.E., Suite B, Cedar Rapids, Iowa 52401-1330  
Phone: 319/364-2866 Fax: 319/364-1456

ROOF SHEATHING NOTES

- 1/2" APA rated sheathing 32/16
- 8d nails at 6" O.C. at panel edges
- 8d nails at 12" O.C. at intermediate supports
- Stagger joints parallel with trusses
- Use metal plywood sheathing clips

ROOF TRUSS DESIGN LOADS

- Top chord live load ..... 30 PSF
- Top chord dead load ..... 10 PSF
- Bottom chord dead load ..... 10 PSF
- Live load deflection less than L/360



**ROOF FRAMING PLAN**  
SCALE: 1/8" = 1'-0"

(4) - 2x8's W/  
1/2" & 3/4" PLWD FILLERS

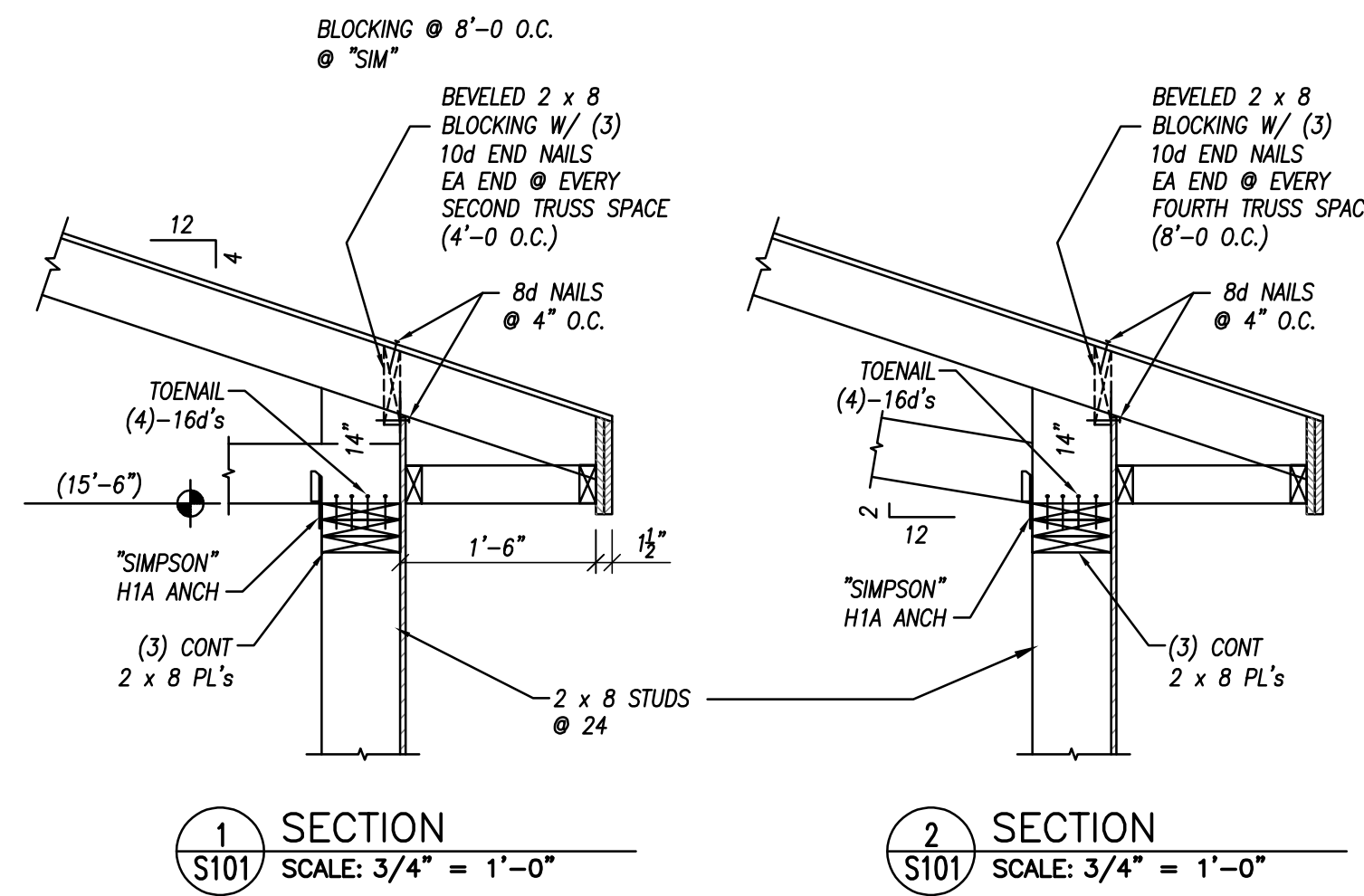


"RB-1"  
(1) - CRIPPLE STUD  
(1) - FULL HEIGHT STUD

(4) - 1 3/4" x 24" LVL



"RB-2"  
(4) - CRIPPLE STUD  
(3) - FULL HEIGHT STUDS



**1 SECTION**  
SCALE: 3/4" = 1'-0"

**2 SECTION**  
SCALE: 3/4" = 1'-0"

project

**Advanced Technical Services  
Storage Building**

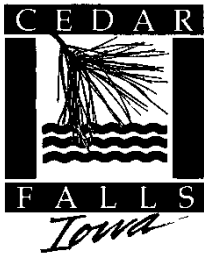
702 Leclair Street, Cedar Falls, Iowa

date

Monday, August  
21, 2023

sheet no.

S101



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Jaydevsinh Atodaria (JD), AICP, City Planner I  
 Matthew Tolan, Civil Engineer II  
**DATE:** October 2, 2023  
**SUBJECT:** MU District Master Plan Amendment – Lot 2 of Pinnacle Prairie Townhomes, Ph. I

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**REQUEST:** Request to amend the MU District Master Plan for Pinnacle Prairie Townhomes, Phase I (locally known as Whispering Pines) (MP23-004)

**PETITIONER:** BRL Development, LC., Owner and Applicant

**LOCATION:** SE corner of E. Greenhill Road and Oster Parkway

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#### PROPOSAL

It is proposed to amend the MU master plan for Lot 2 of Pinnacle Prairie Townhomes Phase 1 subdivision (locally known as Whispering Pines), which was originally approved in 2006. The proposed change includes a reduction in the number of units from the previously approved 52 units to 42 units. Since there have been several changes over the years to the approved MU Plan and the need to plan the future development in the remaining area of the subdivision, it is important to update the master plan for the entire development, so that it reflects changes made in previously built areas and future desired development.

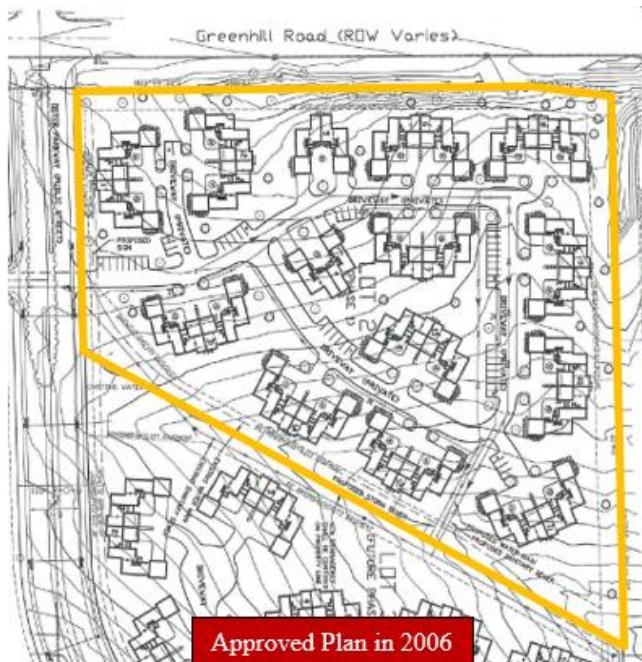
#### BACKGROUND

The subject property is Lot 2 of the Pinnacle Prairie Townhomes Phase I final plat, which was approved in 2006. The preliminary Plat and the Site plan for Lot 2 of the Pinnacle Prairie Townhomes Phase I was also approved in 2006, which showed that 52 townhome units would be established on the subject property. As per the approved site plan (master plan) for the subject property, the development contained a total of 52 units, which will be a combination of 4-plexes and duplex residential units. The approved plan was to have a 2-car garage each unit, limited curb openings, on-street parking provision, and a 26-foot-wide private access drive..

Over the last 17 years, development has been in progress on the subject property, with the last homes constructed in 2015. The development that occurred after the approval of the master plan in 2006, did not go entirely according to the approved plan including changing proposed unit types from 4-plexes and duplexes to a mix of single-family, duplexes, and 4-plexes. The approved design idea of having a limited number of curb cuts has also not been strictly followed

and some of the units also do not meet the minimum 20-foot spacing requirement between units. In sum, they have built 33 units so far, including 3 (4-plexes), 6 (duplexes), and 9 (single-family units).

Since 2015, no new development has progressed on the subject property, but they do have some undeveloped land. The applicant is requesting to amend the master plan so they can build out the remaining land and to update it to match what has been built to date, so that moving forward all development will meet the requirements and match an approved master plan.



To develop the remaining area, the applicant is proposing three different scenarios for future development with a mix of single-family units, duplex units, and a set of detached garage buildings. As per MU District regulations, any proposed changes in land use, building location, and residential density are termed as substantial change, which needs to be considered in the same manner as originally required, in other words, needs the approval of the Planning and Zoning Commission and City Council. Since the Whispering Pines development is almost built out, staff recommends consideration of the proposed master plan also as a site plan., As such all the details including setback information, unit plans, and designs have been submitted with the proposal. This will avoid having to review the site plan again through an additional review process. Staff notes that once the master plan is approved, the developer can proceed with constructing the houses as planned by submitting building permits for review.

## ZONING

The purpose of the MU Mixed Use Residential District is to encourage innovative development that incorporates high-quality building design, careful site planning, and preservation of unique environmental features with an emphasis on the creation of open spaces and amenities that enhance the quality of life of residents.

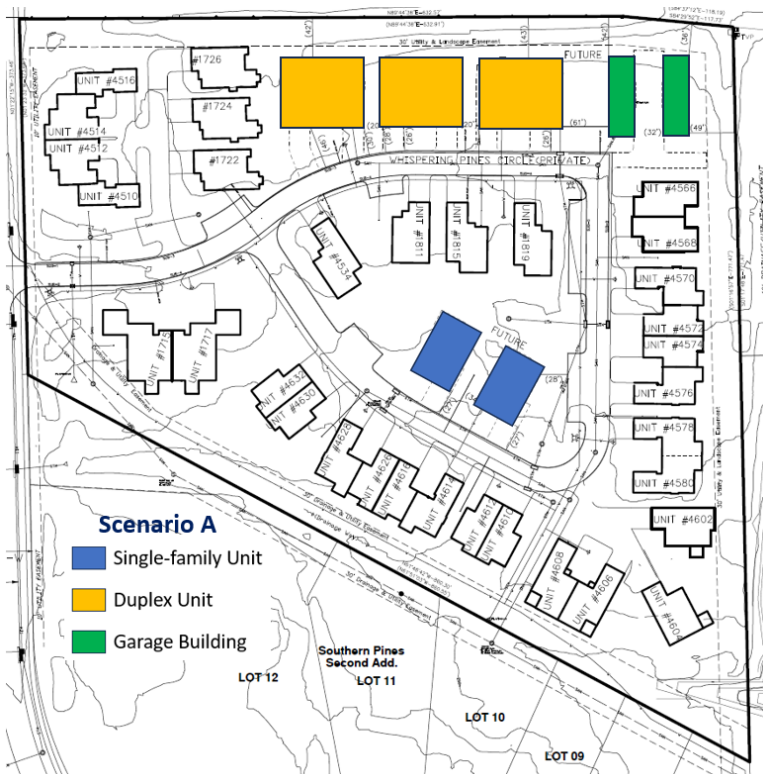
The subject property is 9.93 acres in size. The property and its surrounding area were rezoned to MU, Mixed Use Residential District in 2004, where in the site was a part of the Pinnacle Prairie MU Master Plan. The subject property was indicated as an area reserved for

Townhomes on the approved 2004 MU Master Plan. Following the rezoning, a preliminary and final plat for the subject property was approved in 2006 alongside the approval of the MU District Site plan for the subject property. A portion of the subject property is also in the HCG Highway Corridor and Greenbelt Overlay District, which is intended to regulate the development within Highway 58 and Greenhill Road Corridor to promote the health, safety, and welfare of the citizens of the city.

**STAFF ANALYSIS**

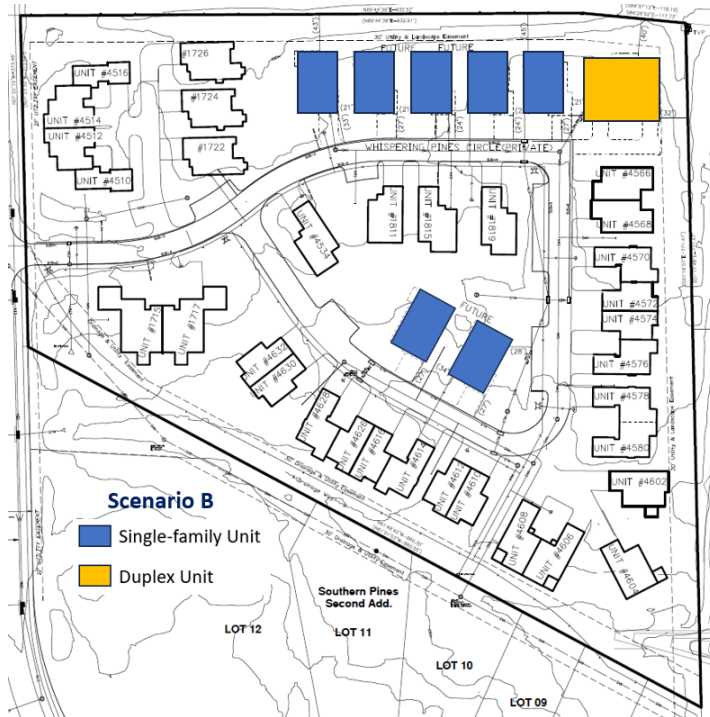
The proposed Master Plan amendment exhibit submitted shows three different scenarios of possible development in the remaining undeveloped area. The developer would like all three options approved, so they can build out the remaining area according to market demand. The proposed three scenarios are described below. Note that the master plan scenarios submitted show existing development as built (not as originally proposed in 2006) and the applicant requests retroactive approval of the changes that were made.

**Master Plan Amendment Scenario A:**



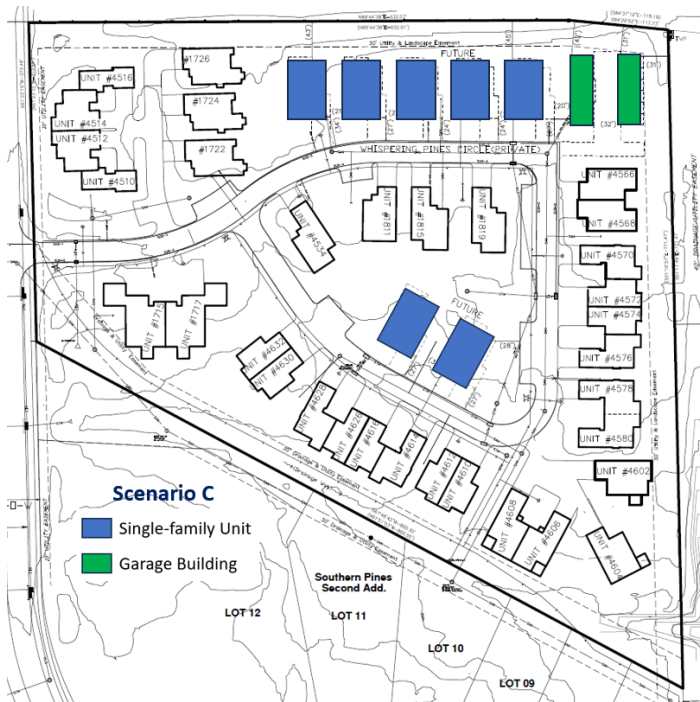
- Proposal: This scenario includes the proposal of 2 (two) single-family units, 3 (three) duplex units, and a detached garage building, comprising 12 independent garages in the NE corner of the Whispering Pines development.
  - Building setbacks: Required 20 feet setback from internal road, and minimum 20 feet separation between units. The proposed building setback for all new buildings meets the required minimum setbacks and separation requirements of the MU District.
  - Building design: Both the single-family units and duplex units are designed to accommodate two-stall attached garages. The building elevation of both unit types and the garage building will have stone cladding in the lower segment of the building as per the approved master plan for the area.

## Master Plan Amendment Scenario B:



- Proposal: This scenario includes the proposal of 7 (seven) single-family units and a duplex unit building in the left-over area of the Whispering Pines development.
  - Building setbacks: Required 20 feet setback from internal road, and minimum 20 feet separation between units. The proposed buildings meet the required minimum setbacks and separation requirements of the MU District.
  - Building design: Both the single-family unit and duplex units are designed to accommodate two-stall attached garages. The building elevation of both unit types and the garage building will have stone cladding in the lower segment of the building as per the approved master plan for the area.

## Master Plan Amendment Scenario C:



- Proposal: This scenario proposes 7 (seven) single-family units and a detached garage building, comprising 12 independent garages in the NE corner of the Whispering Pines development.
  - Building setbacks: Required 20 feet setback from internal road, and minimum 20 feet separation between units. The proposed building setbacks and spacing between all new buildings meet the required minimum setbacks and separation requirements for the MU District.
  - Building design: Single-family units are designed to accommodate two stalls attached to garages. The building elevation of both the single-family unit and the garage building will have stone cladding in the lower segment of the building as per the approved master plan for the area.

## Street Connectivity

As per the original approved master plan, the Whispering Pines development was developed with a private loop drive (Whispering Pines Circle) which is 26 feet wide and accommodates several on-street parking spaces for visitors in the neighborhood. The development was built with only one main access point from Oster Parkway. No changes are being proposed to this street layout.

### Residential Density and Housing Types

The proposal includes decreasing the overall density from the approved 2006 site plan for the area, from 52 units to 42 units on a total site area of 9.93 acres. The approved density for the subject property was 5.24 units per acre and with the proposed amendment, the density of the subject property will be 4.23 units per acre.

The approved master plan for the subject property showed that the area will be developed with a combination of duplex and four-plex unit types. However, the development today does not entirely follow the approved master plan but rather has a combination of single-family, duplex, and four-plex unit types. With the proposed amendment, the subject property will have a combination of single-family, duplex, and four-plex unit types. Staff notes that the MU District is intended for a mix of housing types to meet the needs of the community. Provided all new development follows this master plan and moving forward the buildings are carefully placed to meet the building separation and setback requirements of the MU District, staff finds all three scenarios to be consistent with the intent and requirements of the zoning district.

### Building Design:

As per MU District regulations, all structures established within the district shall be reviewed for architectural compatibility with surrounding structures. All the existing buildings built to date in the development are designed with architectural shingle roofs, shake siding in the roof, stone cladding in the lower half of front facades, front entrance canopy supported by architectural columns, and lap siding. The proposed new buildings will be designed with similar architectural characteristics and features. See attached elevations for reference. Staff finds that the proposed building design of the unit types will be similar to the existing buildings in the development.

### Street and Sidewalk Connections

As per the approved master plan, there are no internal sidewalks within the development, and the established private drive (Whispering Pines Circle) is used for both vehicular and pedestrian movements. A public sidewalk along Oster Parkway and E Greenhill Road does exist bordering the subject property for providing pedestrian access points to the neighborhood. No new street or sidewalk is being added with the proposed amendment.

### Notification of Surrounding Property Owners:

City Staff sent a courtesy notice to the surrounding property owners on 6<sup>th</sup> September 2023.

### RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted MU District Master Plan Amendment for Pinnacle Prairie Townhomes, Phase I (locally known as Whispering Pines) (MP23-004) as per staff's recommendation at their regular meeting on 13<sup>th</sup> September 2023 with a vote of 8 ayes and 0 nays.

### PLANNING & ZONING COMMISSION

Discussion & Vote 9/13/2023	Chair Lynch introduced the item and Mr. Atodaria provided background information. He explained that the property is at the southeast corner of East Greenhill Road and Oster Parkway and explained the process of plat and site plan approvals. He displayed a contrast of what was originally proposed to what has changed since then and explained the changes. The application is requesting the amendment of the master plan to build out the remaining land and
-----------------------------------	--

to update the master plan to match what has been built to date. They are also requesting approval of three possible scenarios for future development with a mix of single-family units, duplex units and a set of detached garage buildings. He discussed the three scenarios and the locations of each proposal and provided an analysis of the proposal, noting that staff finds all three scenarios to be consistent with the intent and requirements of the zoning district. Staff recommends approval of the Master Plan Amendment.

Mr. Hartley clarified that one of the three scenarios must be chosen. Mr. Atodaria mentioned that it is correct.

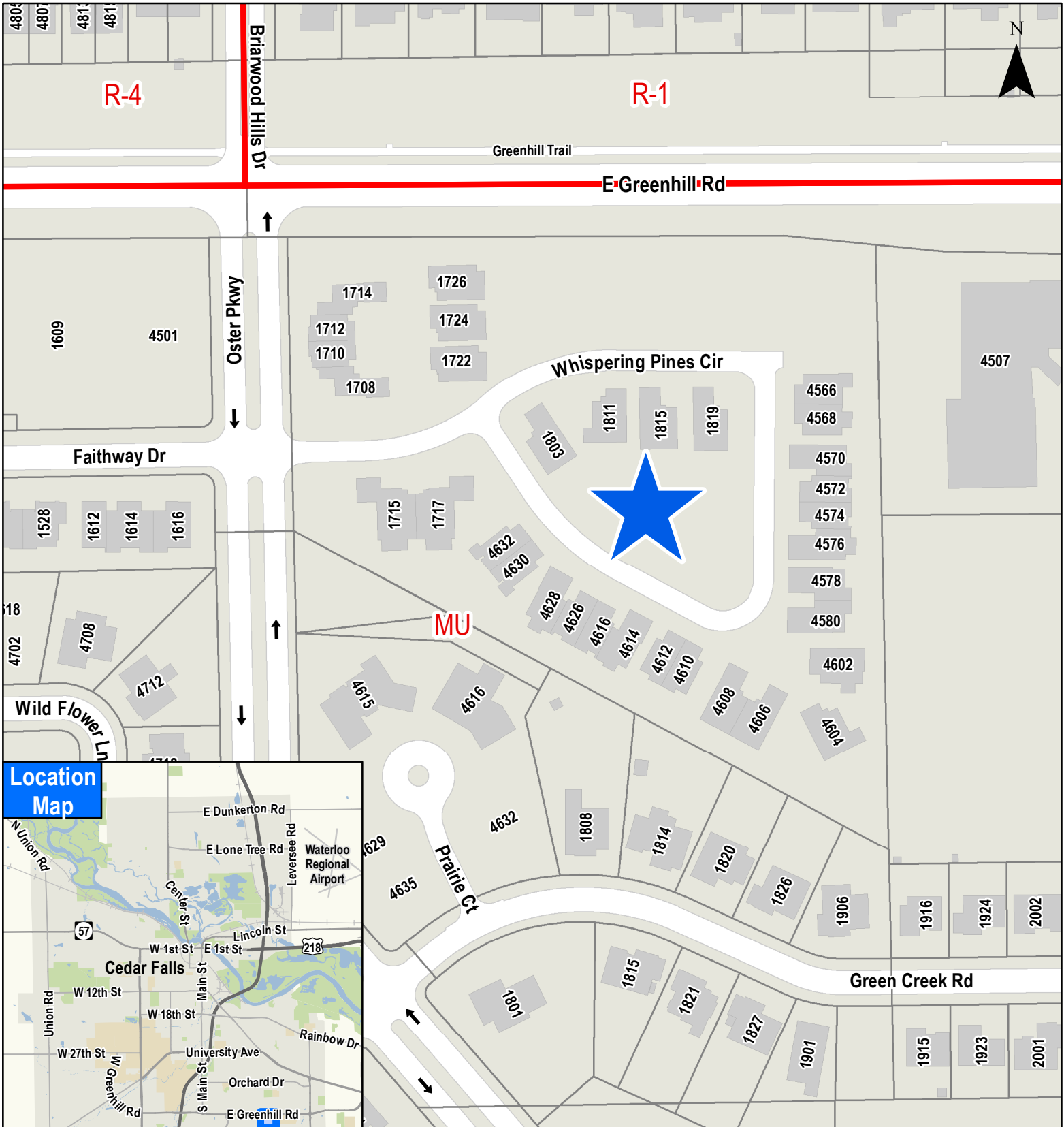
Mr. Leeper asked if there were concerns with the inconsistencies in the plan. Ms. Howard stated that staff is working with what is happening currently as they were not there when the past decisions were made.

Ms. Crisman made a motion to approve the item. Mr. Leeper seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Crisman, Hartley, Larson, Leeper, Lynch, Moser and Stalnaker), and 0 nays.

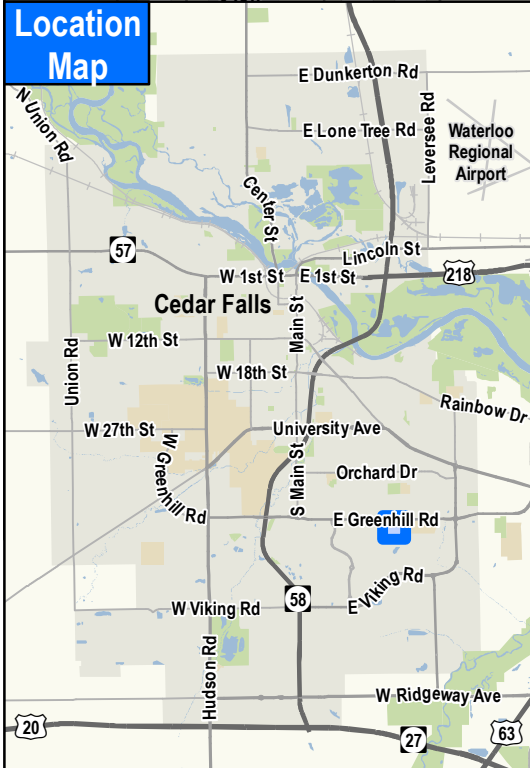
# Cedar Falls Planning and Zoning Commission

## September 13, 2023

Item 31.

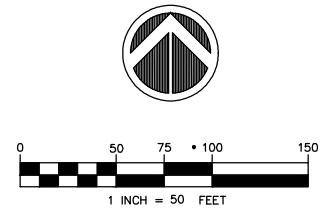
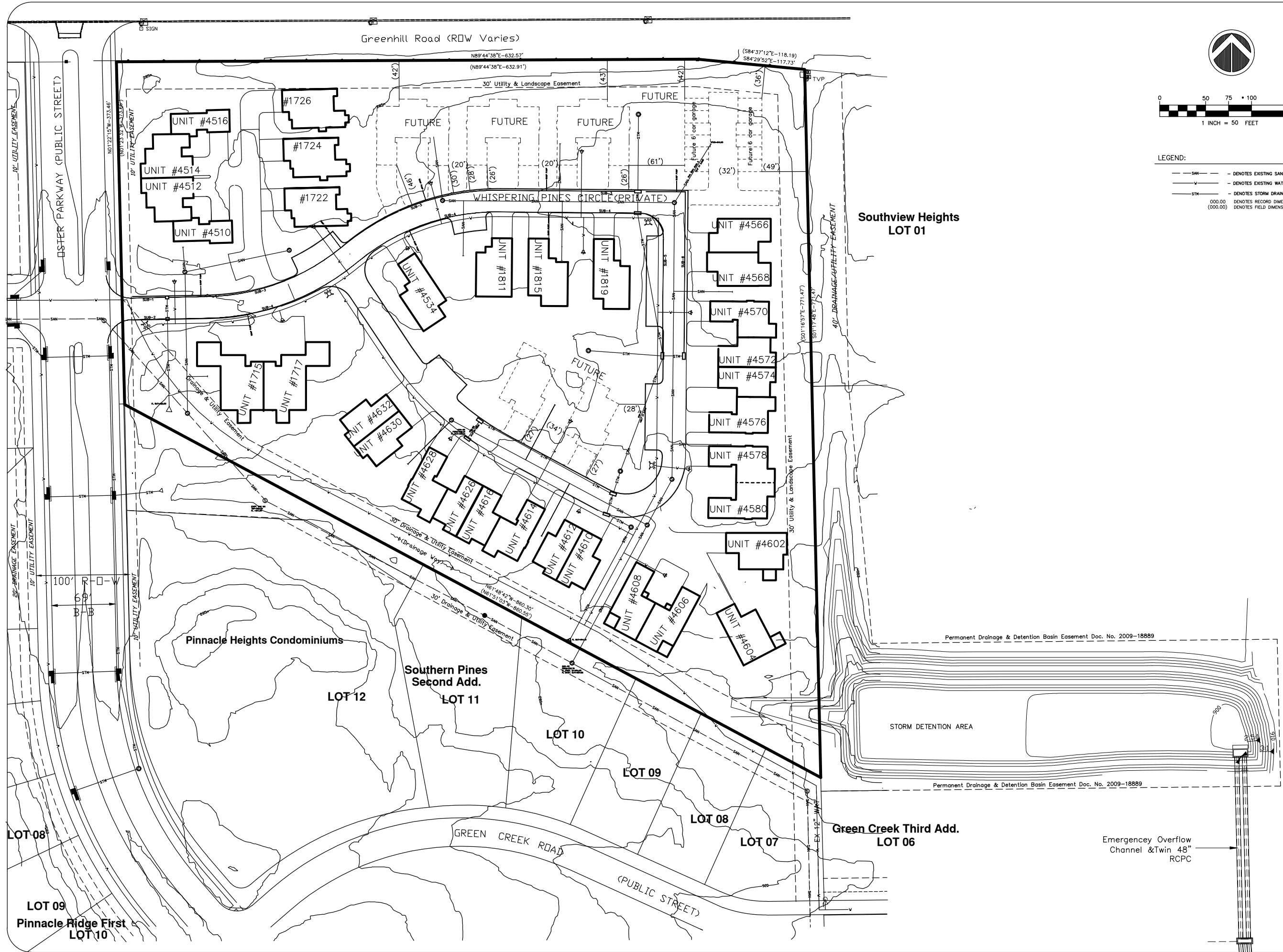


### Location Map



## Master Plan Amendment for Whispering Pines Development (MP23-004)





**LEGEND:**

- SAN --- DENOTES EXISTING SAN. SEWER LINE
- V --- DENOTES EXISTING WATER MAIN
- STH --- DENOTES STORM DRAINAGE
- 000.00 DENOTES RECORD DIMENSION
- (000.00) DENOTES FIELD DIMENSION

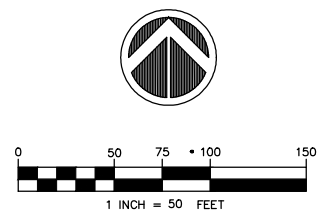
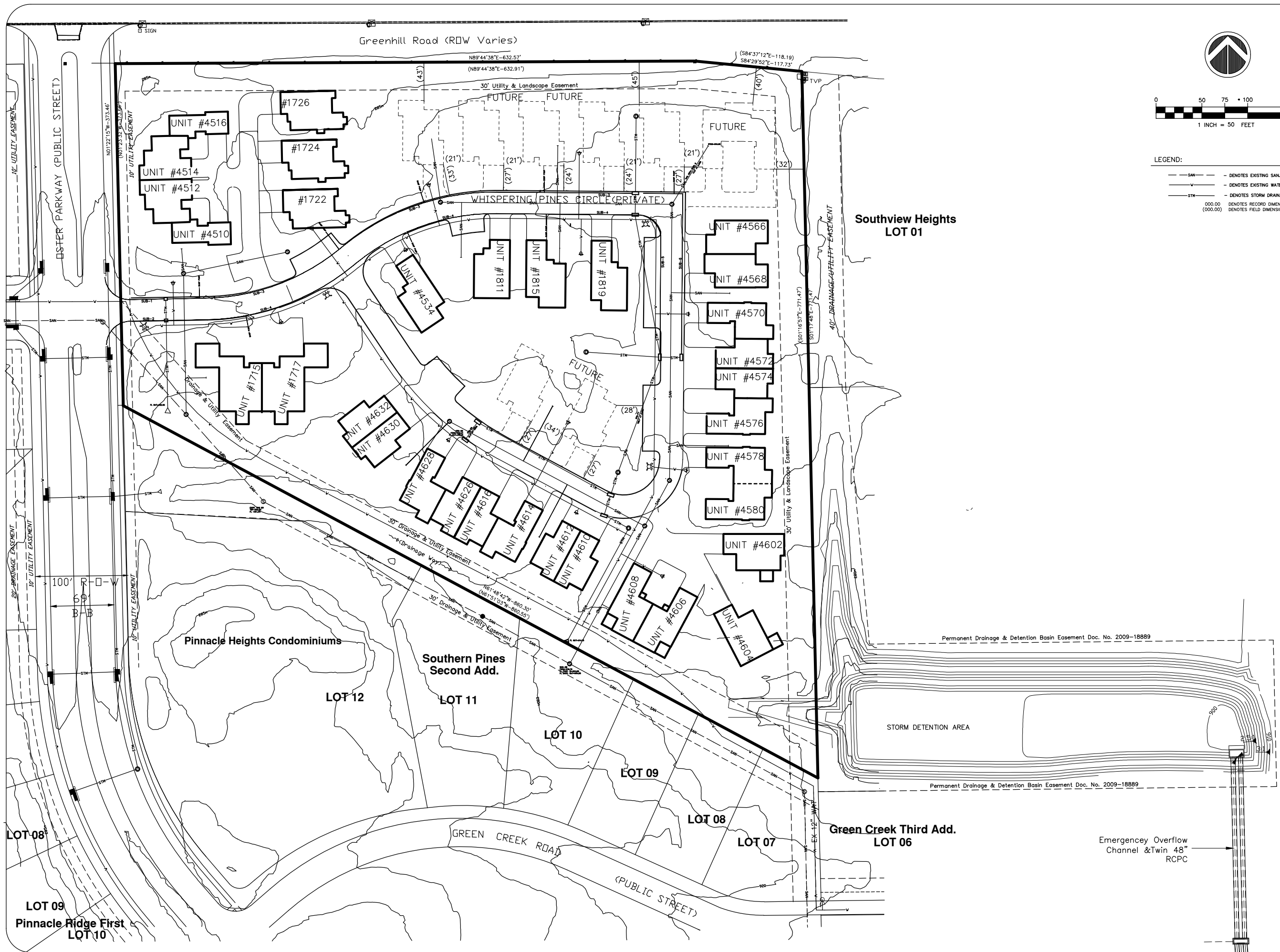
**Wayne Claassen Engineering and Surveying, Inc.**  
 2705 University Avenue • P.O. Box 898 • Waterloo, Iowa  
 Phone: (319) 235-6294 • Fax: (319) 235-0028

**CE&S**

Item 31.

BK	PG.	DR.	DATE
FILE NO.	CK'D	DATE	DATE
DATE PLOTTED: 08-21-2023	FILENAME:		
REVISIONS:			
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**Master Plan - Option A**  
**Whispering Pines Condominiums**  
**Cedar Falls, Iowa**  
**LOT 2, Pinnacle Prairie Townhomes Phase I**



**LEGEND:**

- SAN - DENOTES EXISTING SAN/SEWER LINE
- W - DENOTES EXISTING WATER MAIN
- STH - DENOTES STORM DRAINAGE
- 000.00 - DENOTES RECORD DIMENSION
- (000.00) - DENOTES FIELD DIMENSION

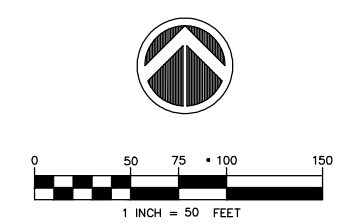
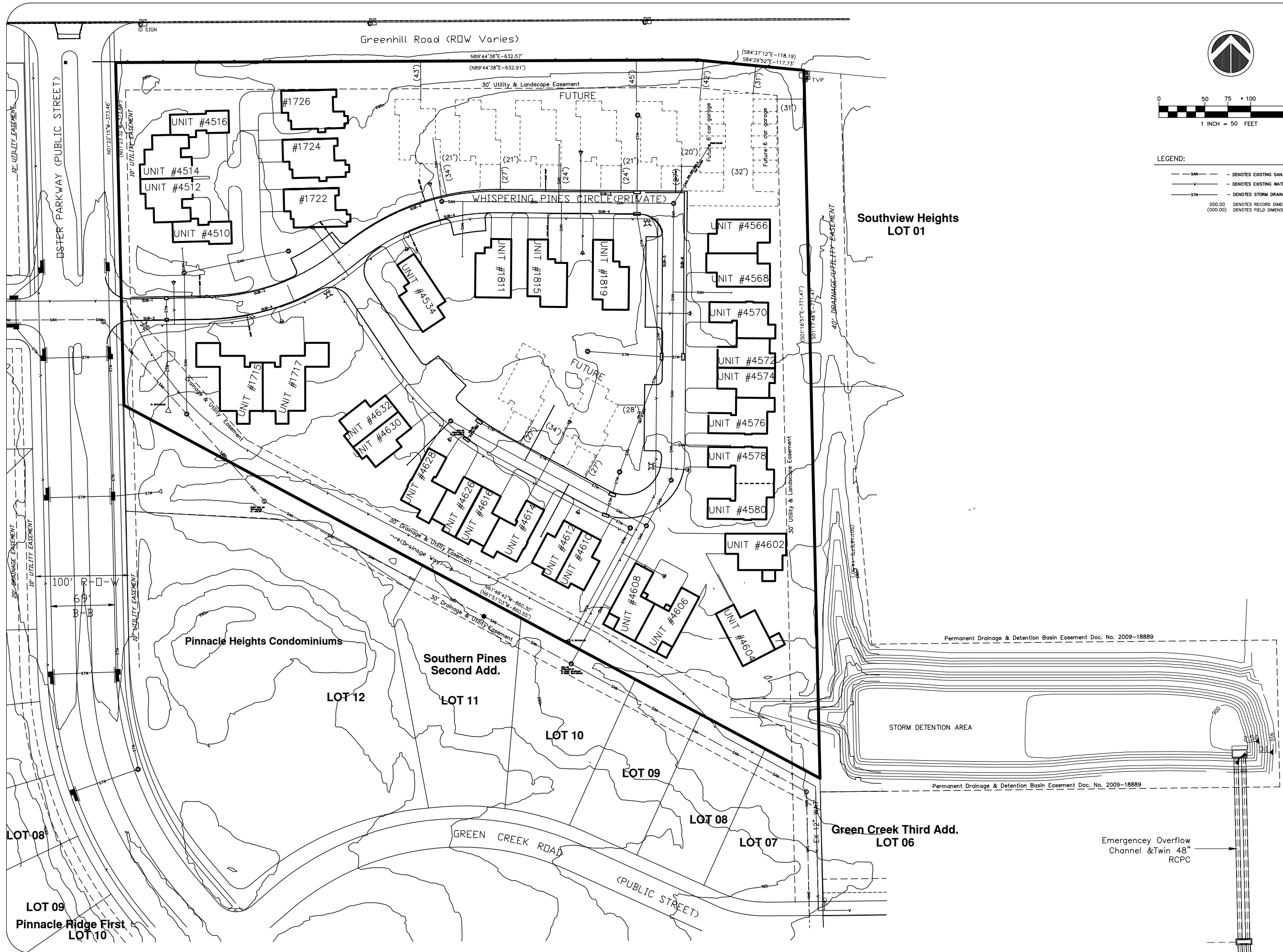
Item 31.

**Wayne Claassen Engineering and Surveying, Inc.**  
 2705 University Avenue • P.O. Box 898 • Waterloo, Iowa  
 Phone: (319) 235-6294 • Fax: (319) 235-0028

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FILE NO. \_\_\_\_\_ OK'D \_\_\_\_\_ DATE \_\_\_\_\_  
 DATE PLOTTED: 08-21-2023. FILENAME: \_\_\_\_\_  
 REVISIONS:

**Master Plan - Option B**  
**Whispering Pines Condominiums**  
**Cedar Falls, Iowa**  
**LOT 2, Pinnacle Prairie Townhomes Phase I**



**LEGEND:**

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- W --- DENOTES EXISTING WATER MAIN
- STH --- DENOTES STORM DRAINAGE
- 000.00 DENOTES RECORD DIMENSION
- (000.00) DENOTES FIELD DIMENSION

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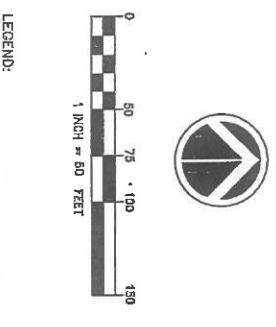
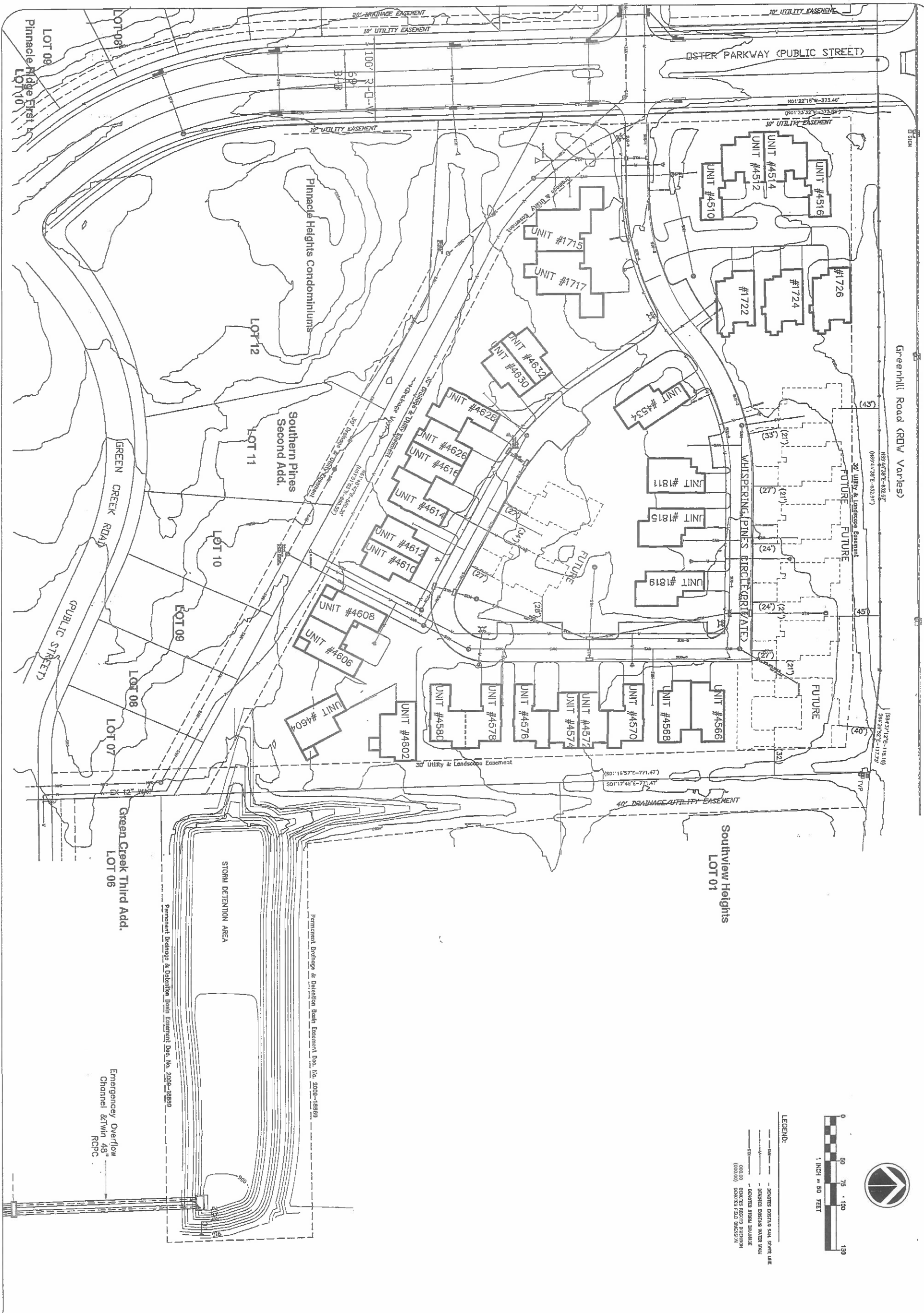
**CE&S**

PG.	DR.	DATE
1.	OK'D	DATE
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REVISIONS

**Master Plan - Option C**  
**Whispering Pines Condominiums**  
**Cedar Falls, Iowa**  
**LOT 2, Pinnacle Prairie Townhomes Phase I**





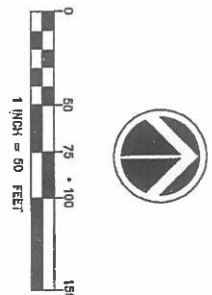
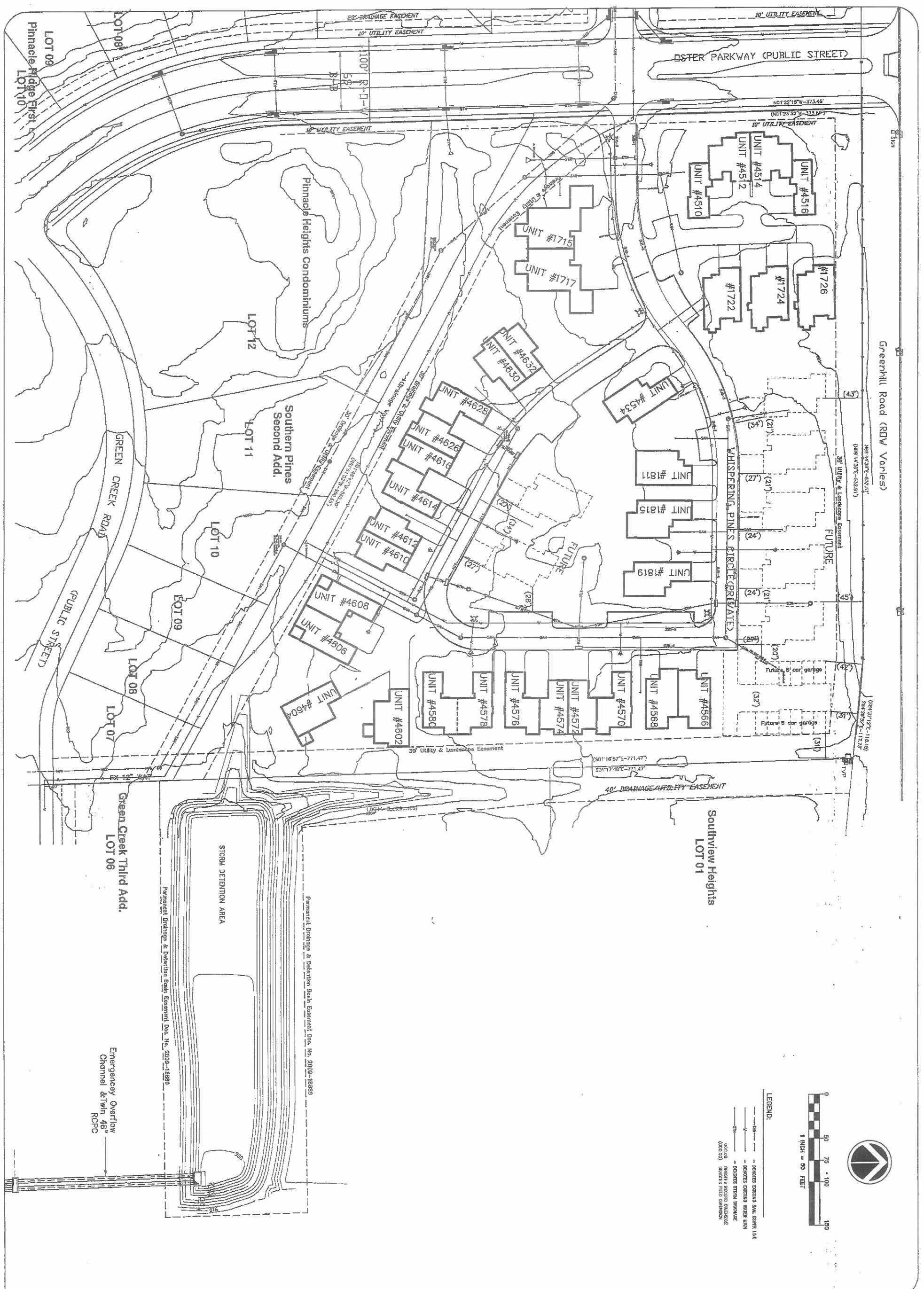
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- EXISTING WATER MAIN
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**Master Plan - Option B**  
**Whispering Pines Condominiums**  
**Cedar Falls, Iowa**  
**LOT 2, Pinnacle Prairie Townhomes Phase I**



- LEGEND:
- PROPOSED EXISTING SAN. SEWER LINE
  - PROPOSED EXISTING WATER MAIN
  - EXISTING STORM DRAINAGE
  - EXISTING FUTURE PROPOSED (AS SHOWN) STORM DRAINAGE

Master Plan - Option C  
Whispering Pines Condominiums  
Cedar Falls, Iowa  
LOT 2, Pinnacle Prairie Townhomes Phase I

BY: _____	PC: _____	DR: _____	DATE: _____
FILE NO. _____	CK'D: _____	DATE: _____	
DATE PLOTTED: 09-14-2023	FILENAME: _____	REVISIONS:	
1. _____			
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**CES** Wayne Claassen Engineering and Surveying, Inc.  
2705 University Avenue • P.O. Box 898 • Waterloo, Iowa 50701  
Phone: (319) 235-8294 • Fax: (319) 235-0028

CUSTOMER:

# WHISPERING PINES ON SLAB - DELLA CAFARO

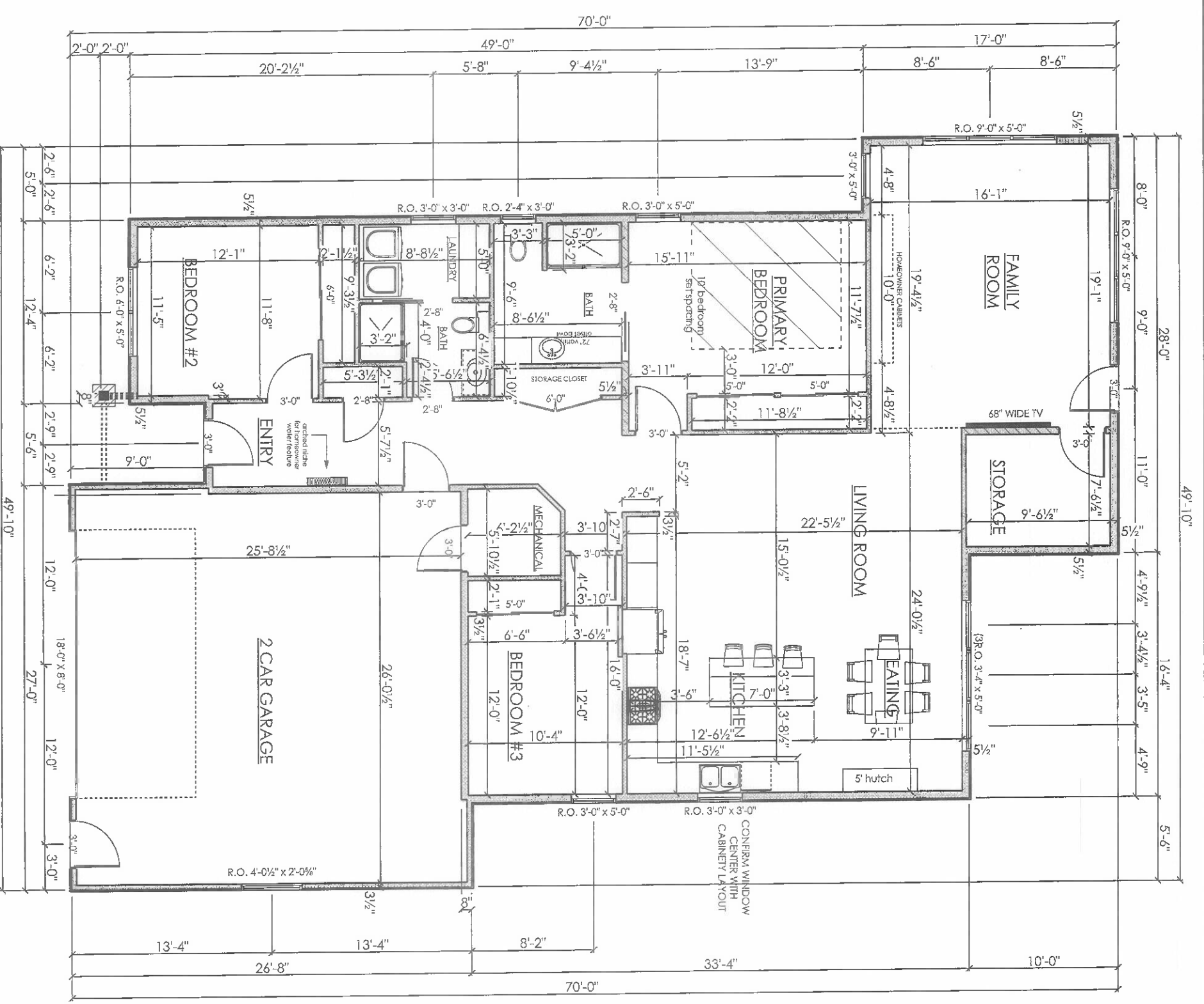
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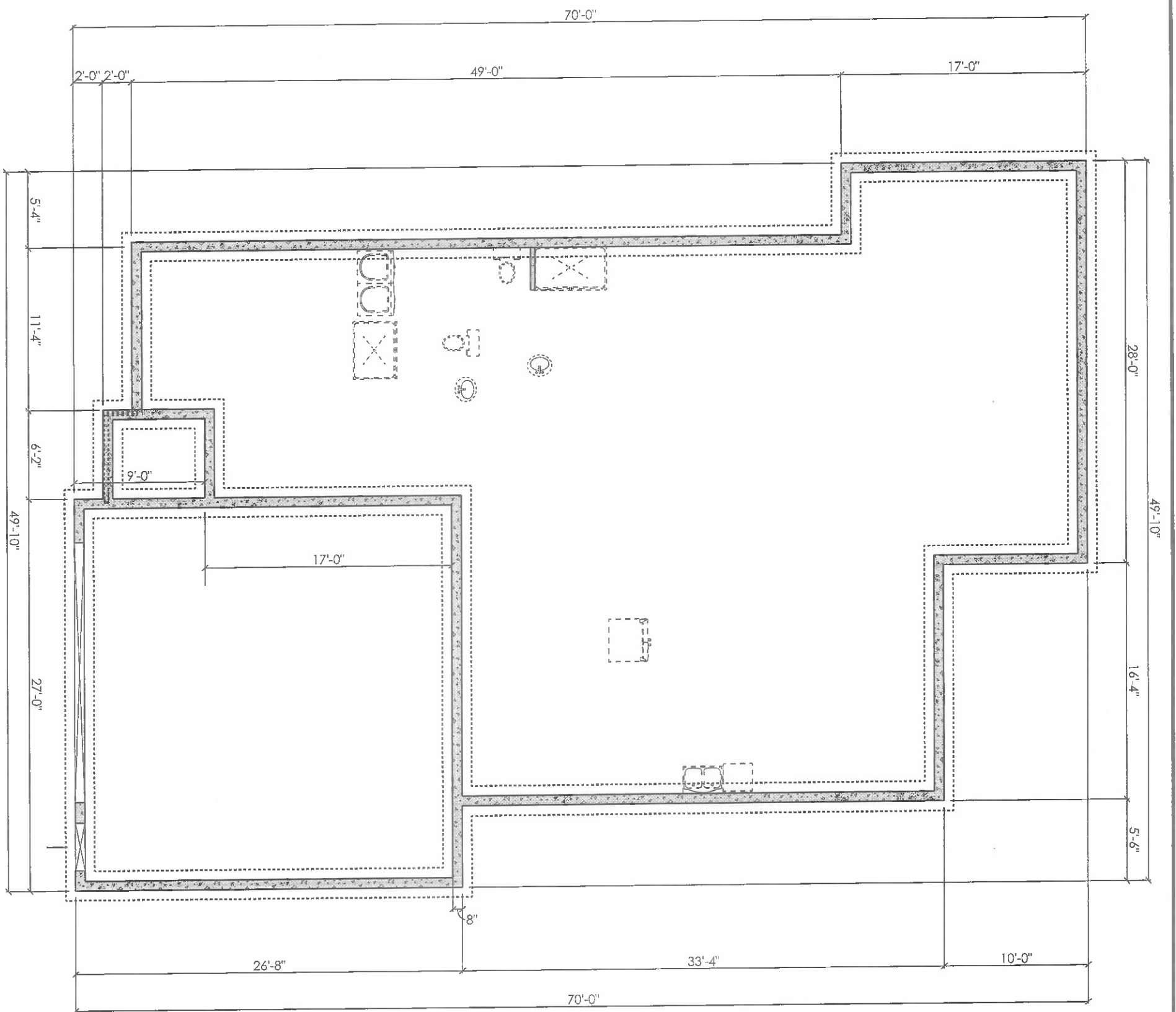
DRAWING TYPE  
2028 SQ. FT.  
MAIN FLOOR

DRAWN BY:  
Janean

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- \*\*NOTES\*\***
- ~ Ceiling Height: 9'1-1/8" unless otherwise noted
  - ~ See window schedule for R.O.'s
  - ~ See cabinetry details per cabinet supplier



THESE PLANS ARE INTENDED BY BUILDERS AS A GUIDE TO THE CONSTRUCTION OF THE PROJECT. BUILDERS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES. BUILDERS SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE PLANS. BUILDERS SHALL BE RESPONSIBLE FOR ANY ERRORS HEREIN OR FOR ANY OMISSIONS OR INADEQUACIES IN THESE PLANS.

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 319-266-2668

CUSTOMER:

# WHISPERING PINES ON SLAB - DELLA CAFARO

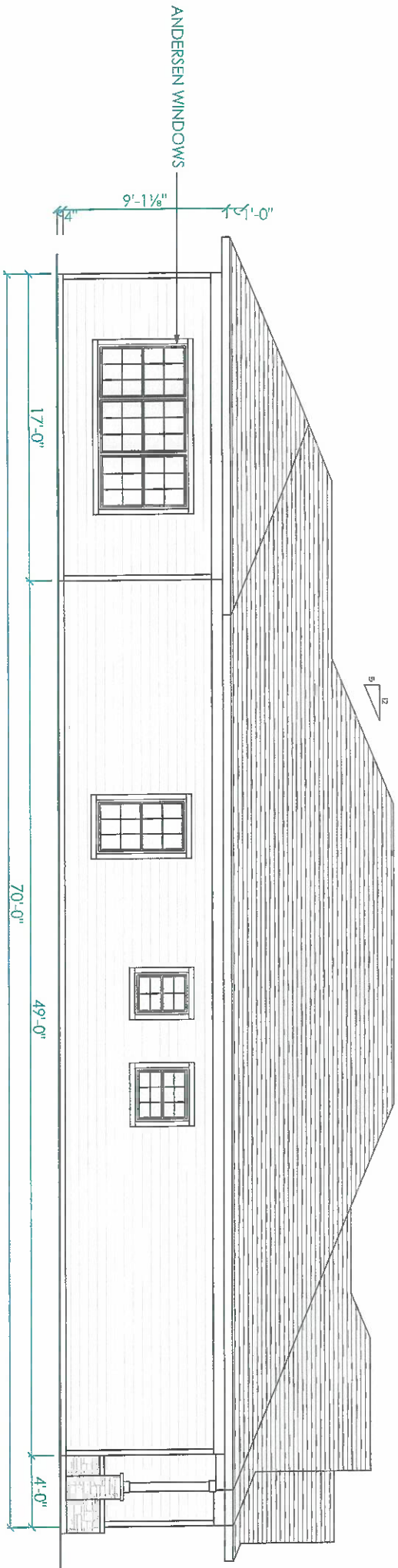
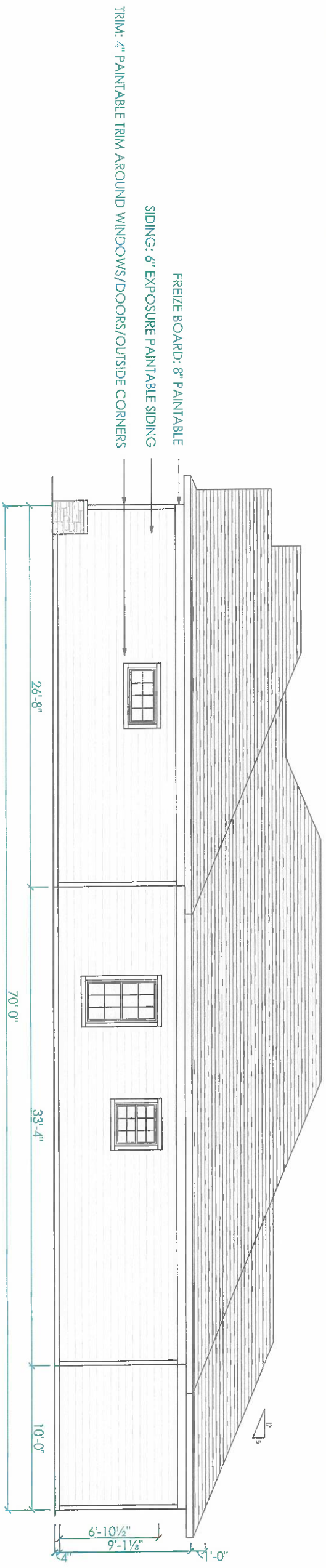
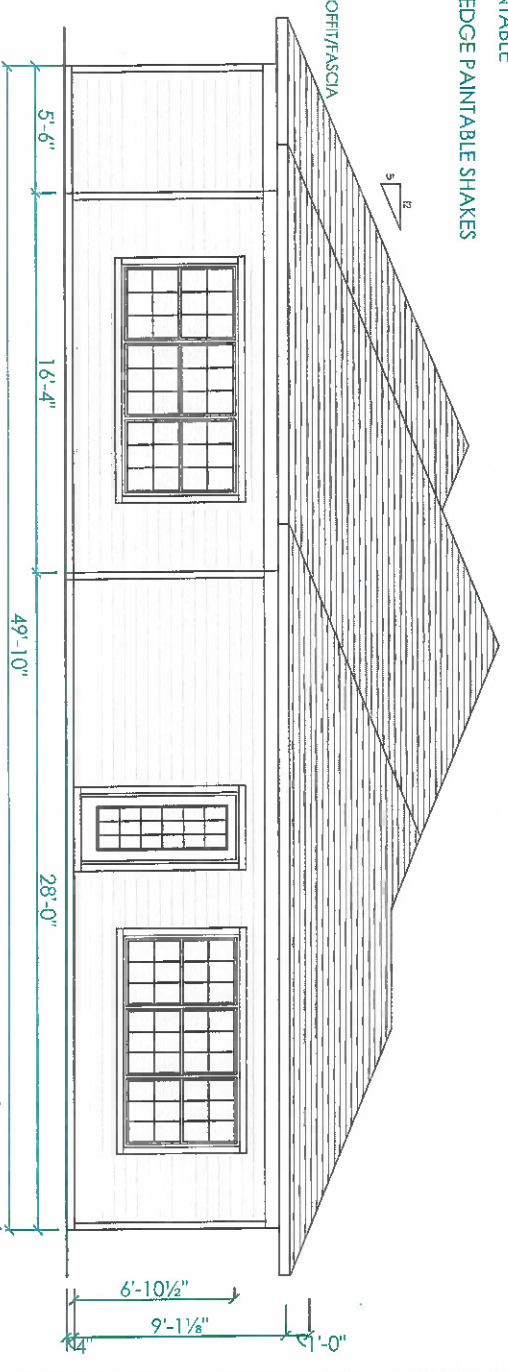
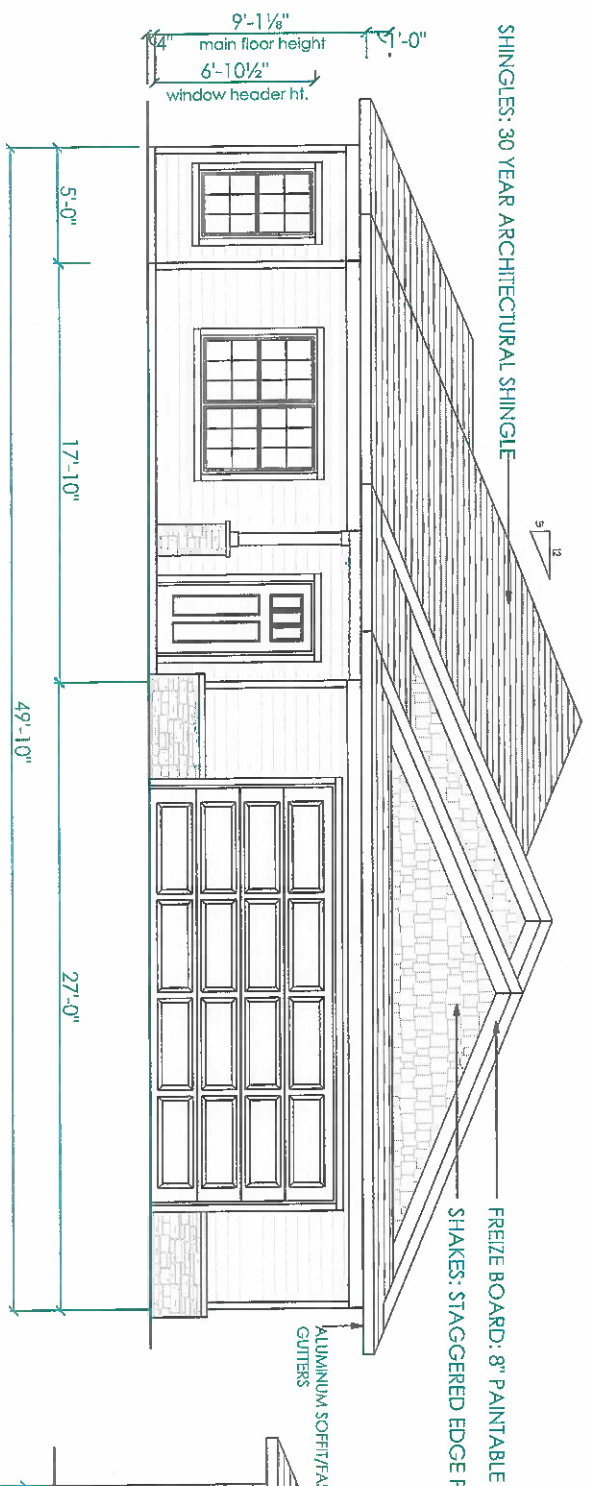
START DATE:  
06-08-2023

REVISIONS:  
06-14-2023

DRAWING TYPE  
UNIT ON  
SLAB

DRAWN BY:  
Jameon





WHISPERING PINES  
ON SLAB - DELLA CAFARO

CUSTOMER:

**BUILDERS SELECT**  
*"Saving the Cedar Valley with Quality Building Materials"*  
 2120 Main Street  
 Cedar Falls, IA  
 319-266-2668

START DATE:  
06-08-2023

REVISIONS:  
06-14-2023

DRAWING TYPE  
ELEVATIONS

DRAWN BY:  
Jamean

THESE PLANS ARE INTENDED BY BUILDERS AS A GUIDE ONLY. BUILDERS ARE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. BUILDERS SELECT IS NOT A LICENSED ARCHITECT. BUILDERS SELECT SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ANY ERRORS HEREIN OR FOR ANY OTHER CONSTRUCTION OF THESE PLANS.

CUSTOMER:

# WHISPERING PINES ON SLAB - DELLA CAFARO

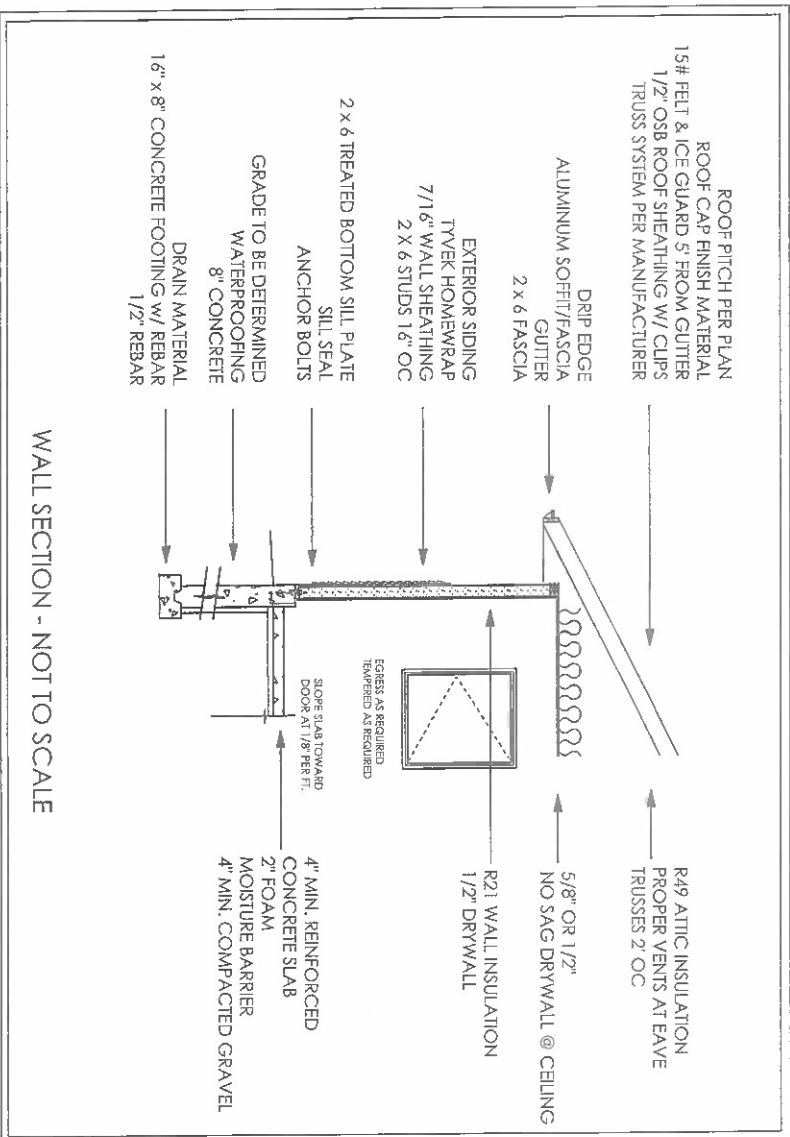
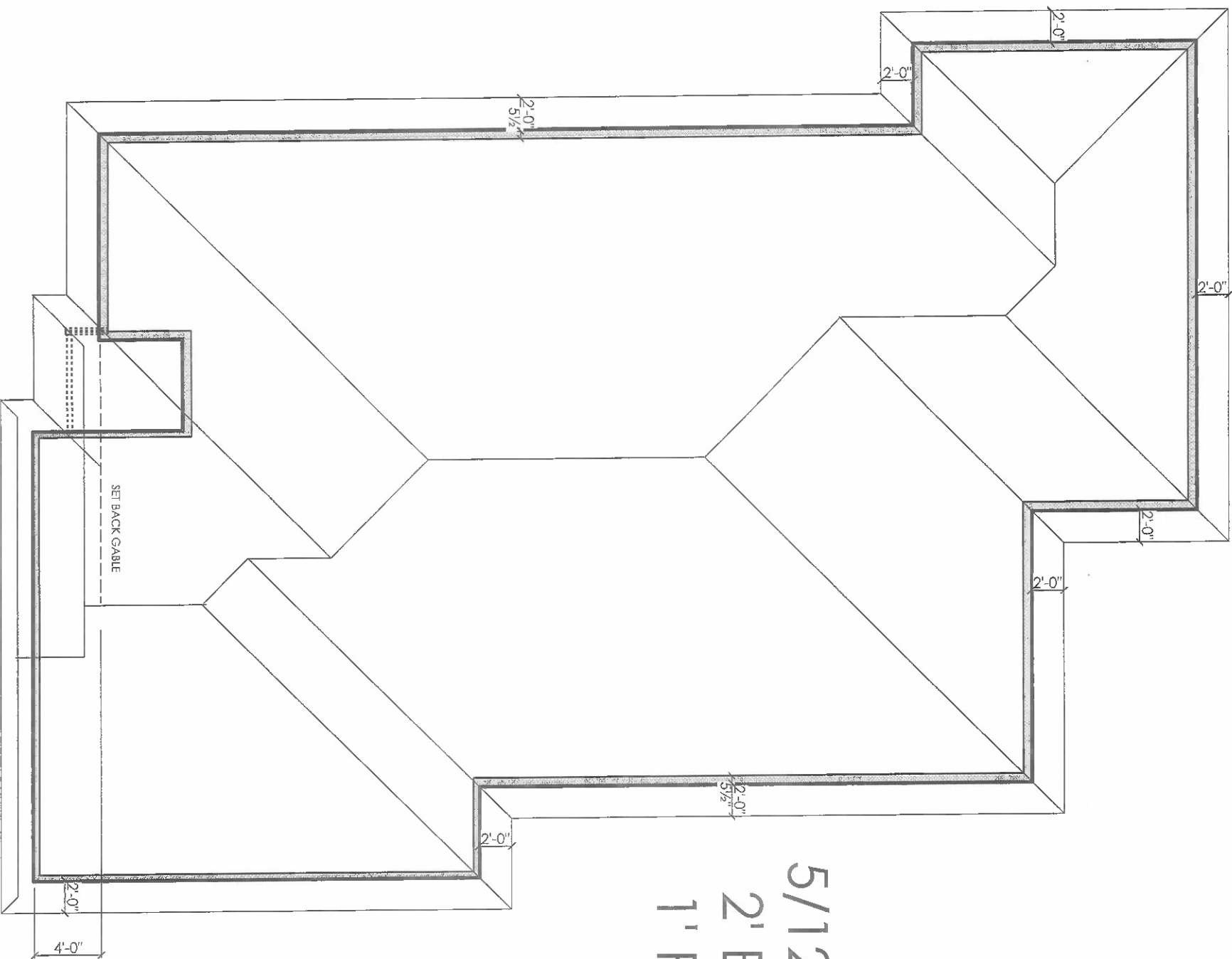
START DATE:  
06-08-2023

REVISIONS:  
06-14-2023

DRAWING TYPE  
ROOF  
OVERVIEW

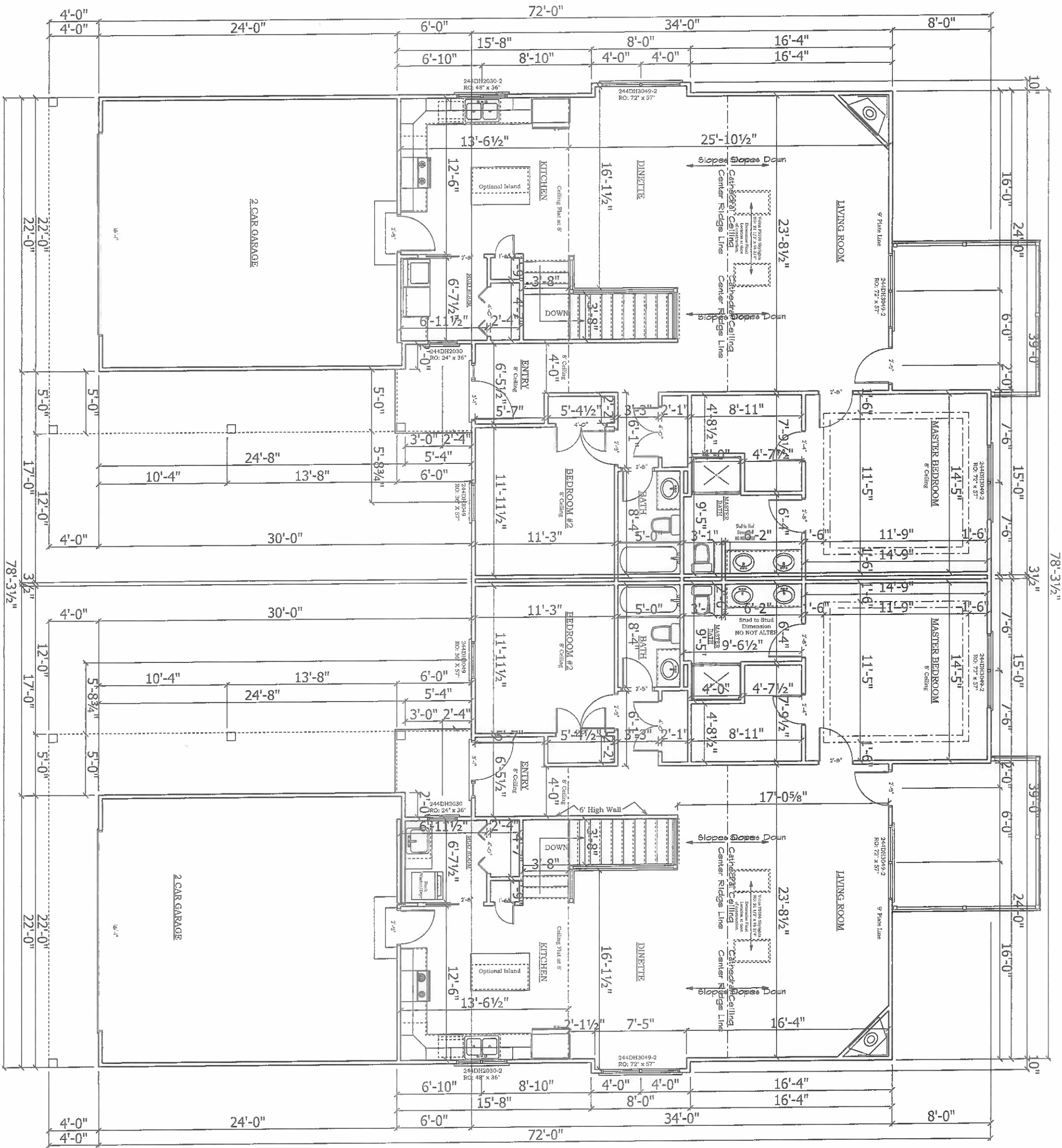
DRAWN BY:  
Janeqn

## 5/12 PITCH 2' EAVES 1' RAKES

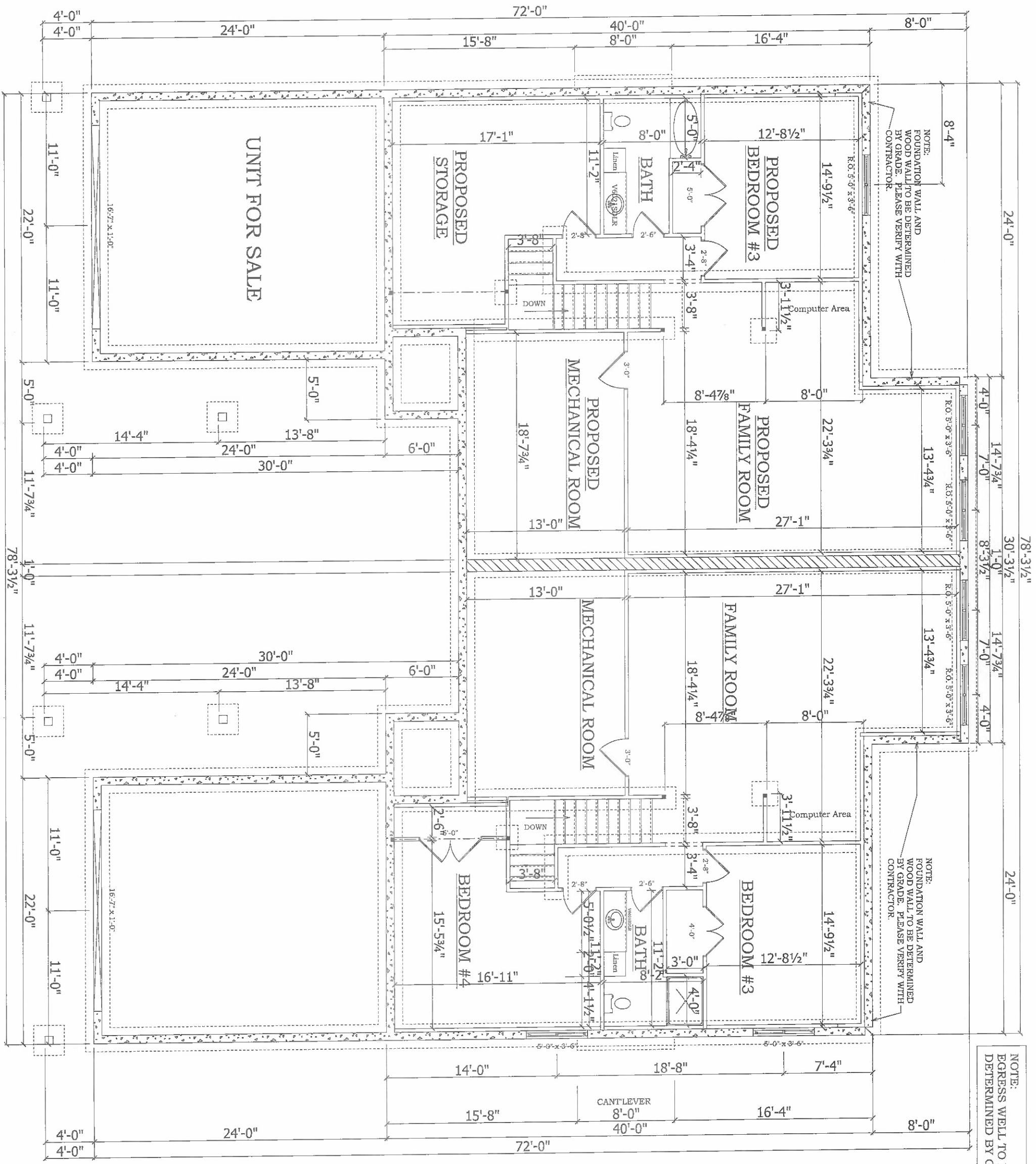


WALL SECTION - NOT TO SCALE

THESE PLANS ARE PREPARED BY BUILDERS SELECT AND ARE SUBJECT TO THE BUILDING DEPARTMENT'S REVIEW AND APPROVAL. BUILDERS SELECT AND BUILDERS SELECT MATERIALS ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE PLANS.



**Whispering Pines**  
**Proposed Twin Home**  
 The Carmel: 1575 Sq ft Ranch - Left and Right



NOTE:  
FOUNDATION WALL AND  
WOOD WALL TO BE DETERMINED  
BY GRADE. PLEASE VERIFY WITH  
CONTRACTOR.

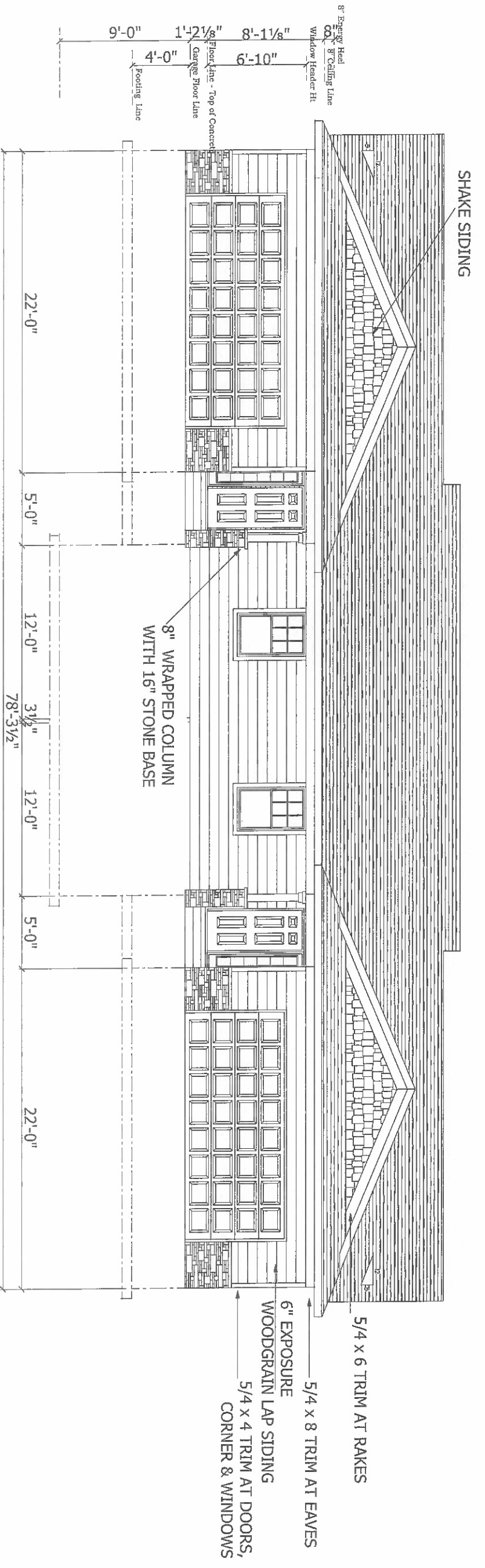
NOTE:  
FOUNDATION WALL AND  
WOOD WALL TO BE DETERMINED  
BY GRADE. PLEASE VERIFY WITH  
CONTRACTOR.

NOTE:  
EGRESS WELL TO BE  
DETERMINED BY GRADE

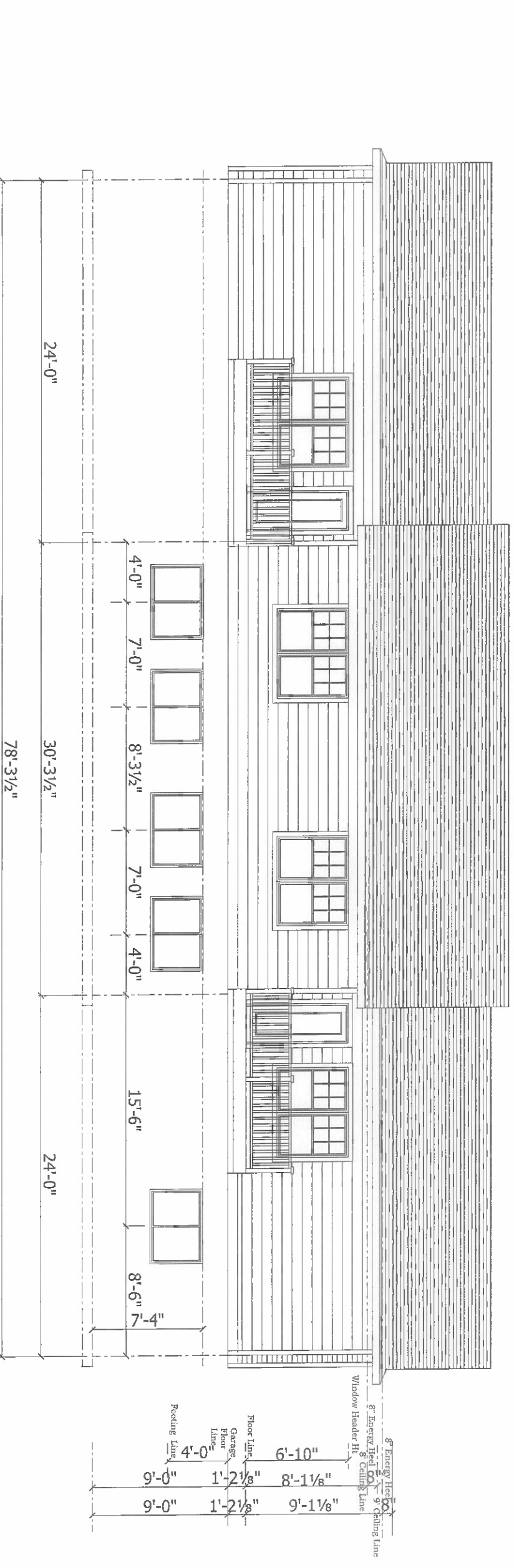
NOTE:  
ALL LOWER LEVEL WINDOW UNITS  
TO HAVE TOP OF R.O. SET AT 88"  
FROM THE TOP OF THE FOOTING.

**Whispering Pines  
Proposed Twin Home**  
The Carmel: 1575 Sq ft Ranch - Left and Right

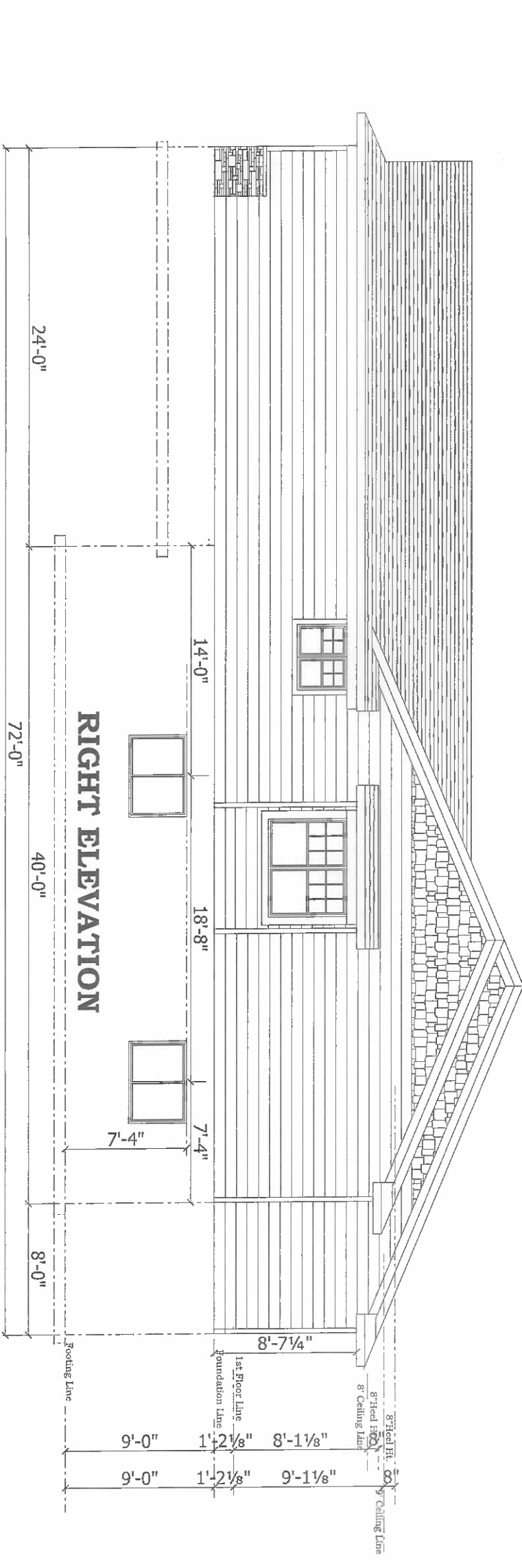
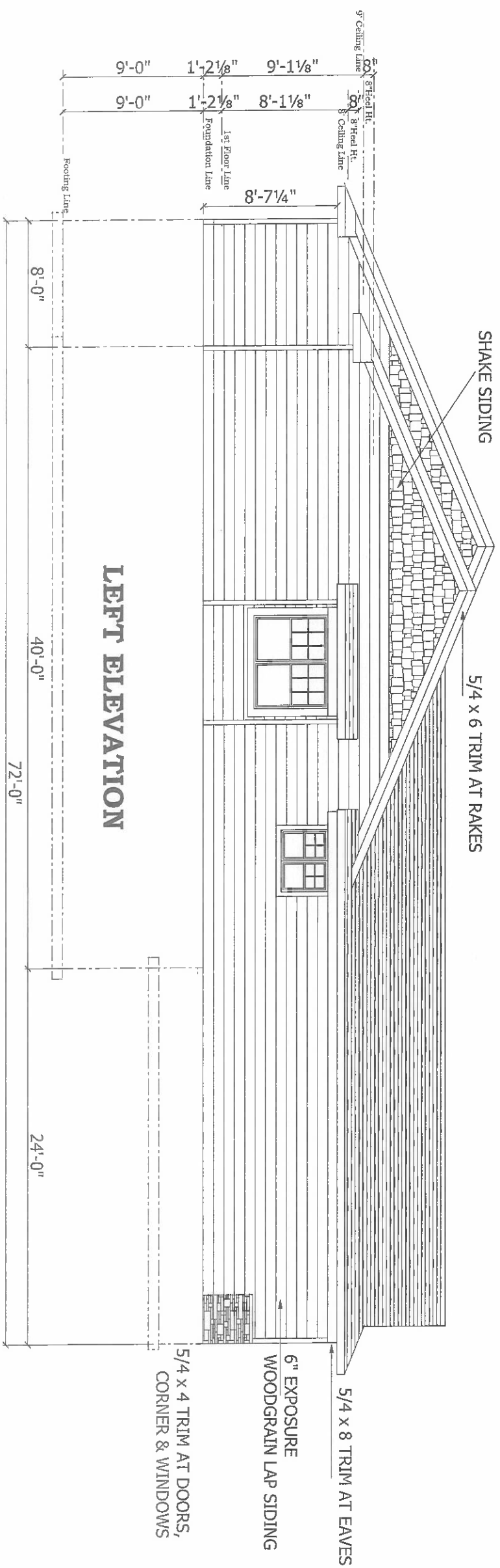
JANAURY 30, 2008 **FOUNDATION PLAN** SCALE: 1/8" = 1'

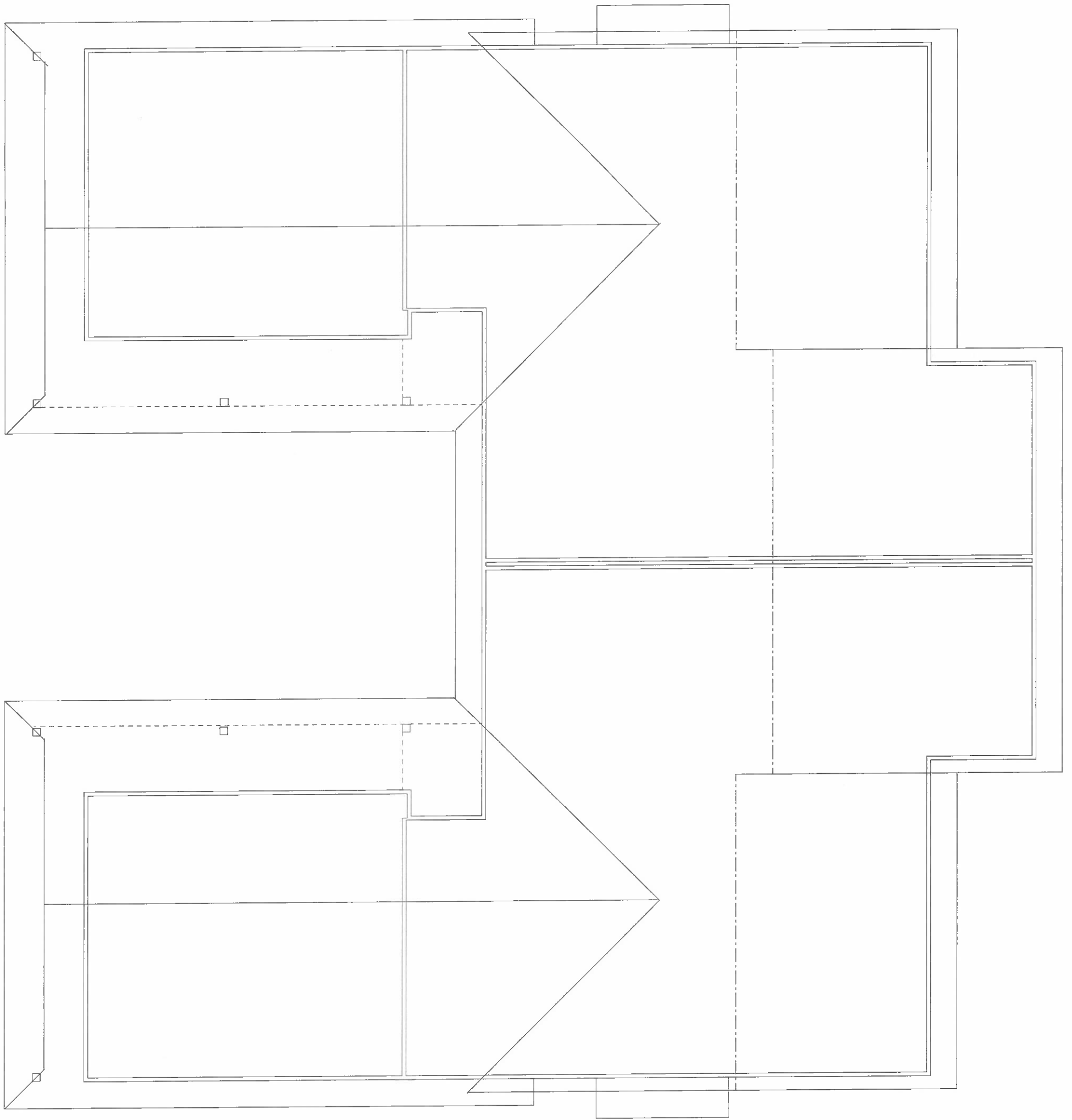


**FRONT ELEVATION VIEW**



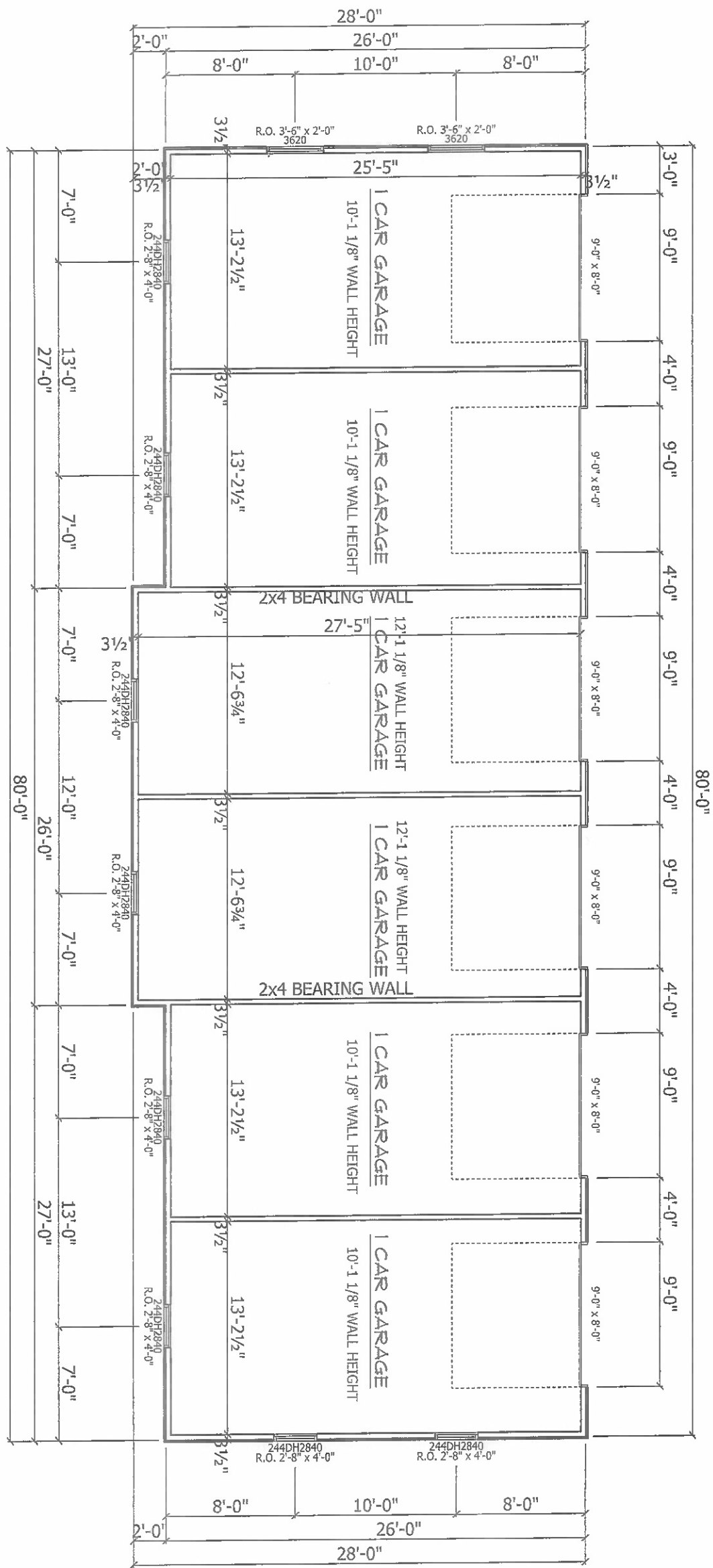
**REAR ELEVATION VIEW**





**Whispering Pines Proposed Twin Home**  
The Carmel

October 30, 2007      **ROOF OVERVIEW**      SCALE: 3/16" = 1'



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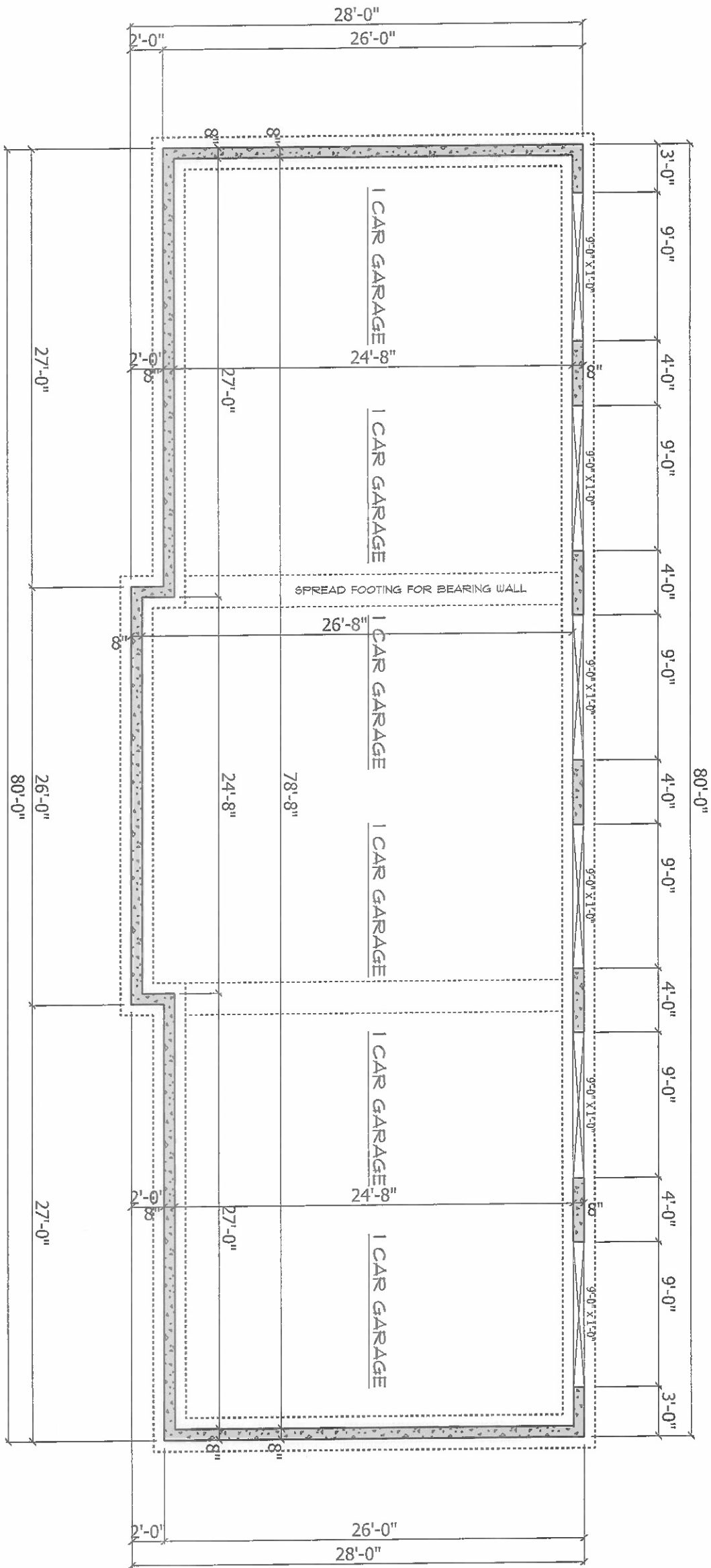
11x17 SCALE: 1/8" = 1'  
 24x36 SCALE: 1/4" = 1'  
 DRAWN BY: ERIN K.  
 SALESMAN: Lynn Trask

THE DESIGNS, SPECIFICATIONS AND PLANS REPRESENTED HEREIN ARE THE PROPERTY OF SPAHN & ROSE LUMBER CO. THESE PLANS AND DESIGNS WERE CREATED AND DEVELOPED SOLELY FOR THIS SPECIFIC PROJECT AND SHALL NOT BE REPRODUCED OR COPIED FOR ANY PURPOSE WITHOUT THE EXPRESSED WRITTEN PERMISSION OF SPAHN & ROSE LUMBER CO.

## Whispering Pines Garage Multiplex Floor Plan

DATE: 6-6-23  
 9-09-22  
 7-25-22  
 7-05-22





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11x17 SCALE: 1/8" = 1'  
24x36 SCALE: 1/4" = 1'

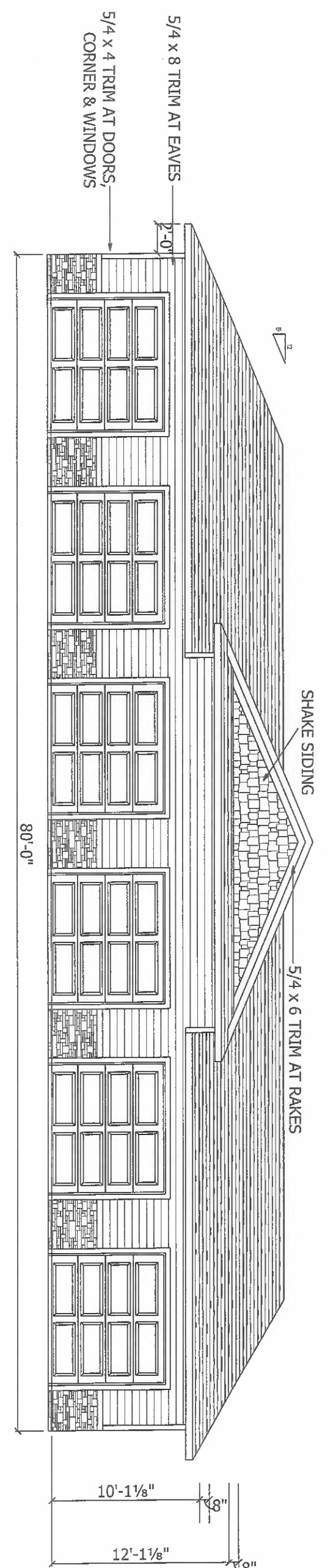
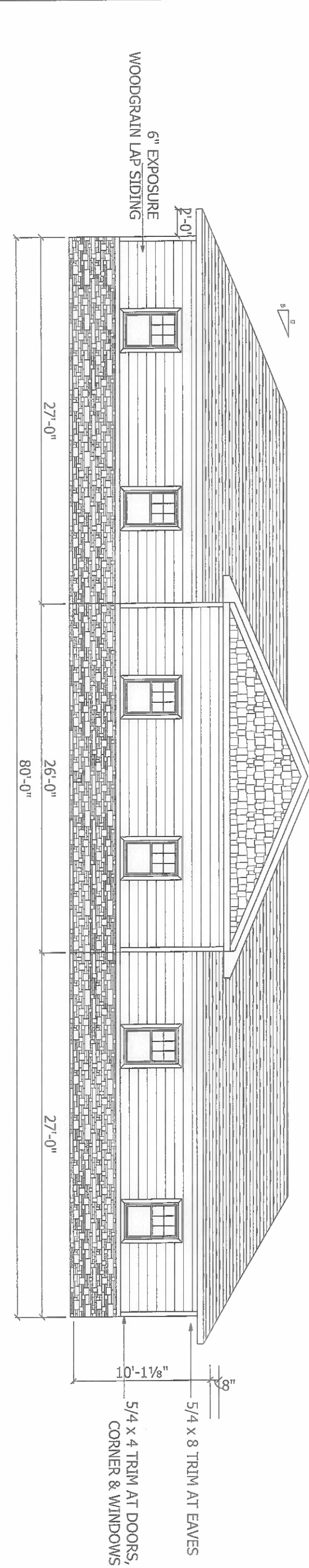
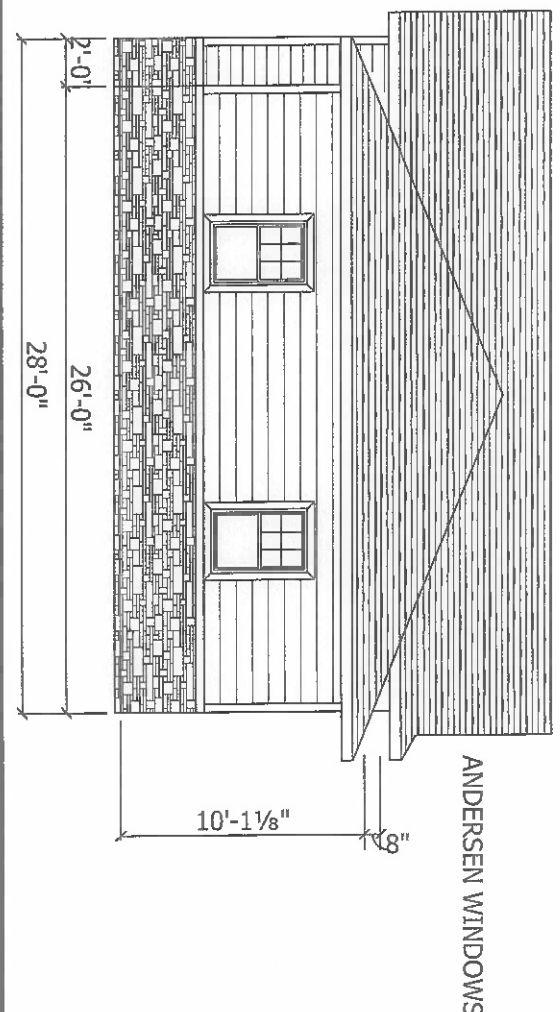
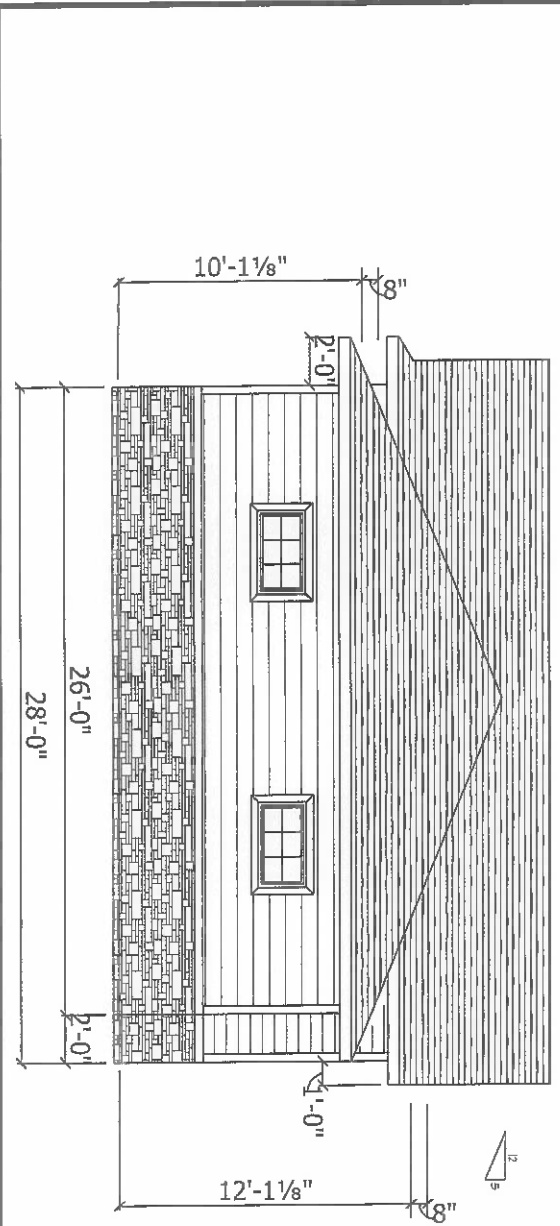
DRAWN BY: ERIN K.

SALESMAN: Lynn Trask

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## Whispering Pines Garage Multiplex Foundation Plan

DATE: 6-6-23  
9-09-22  
7-25-22  
7-05-22



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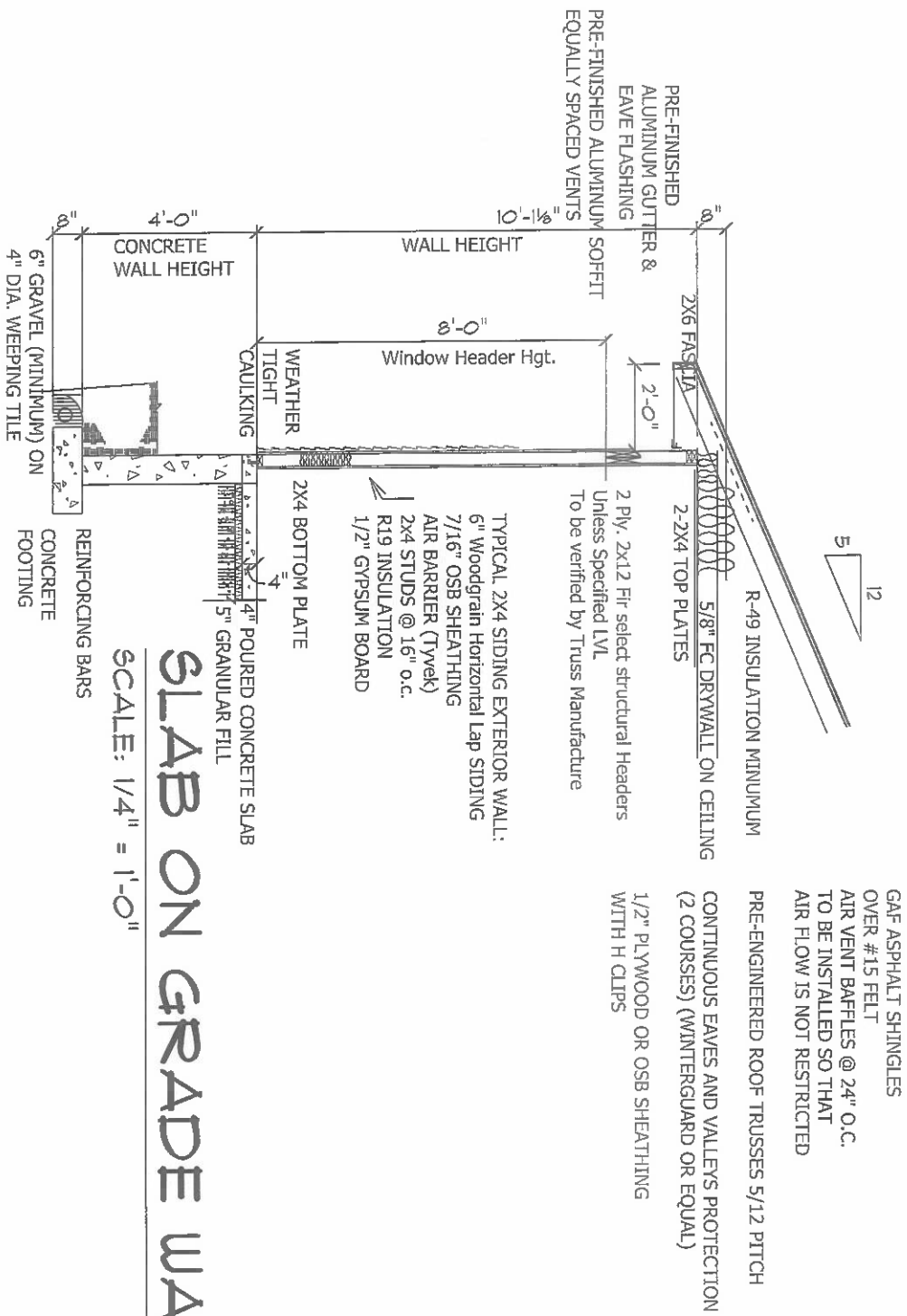
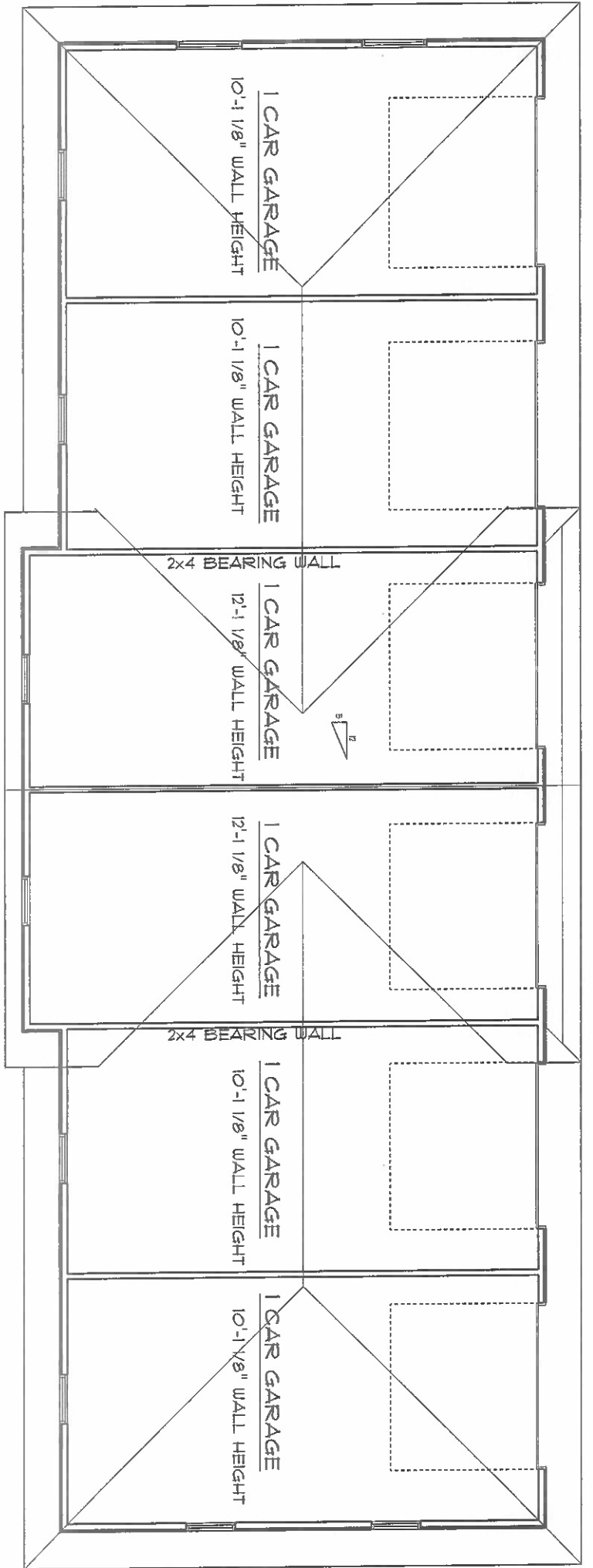


11x17 SCALE: 1/8" = 1'  
24x36 SCALE: 1/4" = 1'  
DRAWN BY: ERIN K.  
SALESMAN: Lynn Trask

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## Whispering Pines Garage Multiplex Elevation Views

DATE: 6-7-23  
6-6-23  
9-09-22  
7-25-22  
7-05-22



# SLAB ON GRADE WALL SECTION

SCALE: 1/4" = 1'-0"

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Whispering Pines  
 Garage Multiplex  
 Roof Plan

DATE: 6-7-23  
 6-6-23  
 9-09-22  
 7-25-22  
 7-05-22

Greenhill Road (ROW Varies)



OSTER FAMILY LIMITED PARTNERSHIP

OSTER FAMILY LIMITED PARTNERSHIP

**GENERAL NOTES FOR PHASE 1 DEVELOPMENT:**

1. THE PROPOSED BUILDING LOCATIONS ARE SHOWN ON THE ABOVE DRAWING. BUILDINGS ARE TO BE EITHER 4-PLEX OR 2-PLEX RESIDENTIAL STRUCTURES.
2. ALL DRIVEWAYS WITHIN THE DEVELOPMENT SHALL BE 24' WIDE WITH PC CONCRETE CURB AND GUTTER.
3. EACH UNIT SHALL HAVE (2) GARAGE PARKING STALLS AND (2) DRIVEWAY PARKING STALLS. AN ADDITIONAL 52 PARKING STALLS SHALL BE LOCATED AT VARIOUS LOCATIONS ON-SITE FOR GUEST PARKING, BRINGING THE TOTAL NUMBER OF PARKING STALLS PROVIDED FOR THIS DEVELOPMENT TO 260 (OR 5 PER UNIT).
4. SEE ARCHITECTURAL RENDERINGS OF PROPOSED BUILDINGS AS PROVIDED BY THE DEVELOPER.
5. SEE PLAN ABOVE FOR EXPECTED SIGN LOCATION.
6. EXPECTED USES WITHIN THIS DEVELOPMENT INCLUDE MULTIPLE FAMILY CONDOMINIUM/TOWNHOUSE DWELLINGS.
7. STORMWATER DETENTION FOR THIS DEVELOPMENT SHALL BE ROUTED TO A REGIONAL PONDING AREA LOCATED OFF-SITE SOUTH OF GREEN CREEK ADDITION, EAST OF THE FUTURE EXTENSION OF ROWND STREET. THE DESIGN OF THIS DETENTION AREA WILL BE SUBMITTED WITH THE CONSTRUCTION PLANS FOR THIS PROJECT.

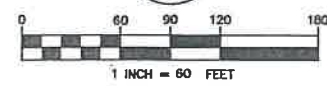
**8. LANDSCAPING REQUIREMENTS:**

LANDSCAPING/OPEN SPACE:	0.02 X 432,550 S.F.	= 8,651 POINTS
STREET TREE PLANTING:	0.75 X 1,419 L.F. (PRIVATE DRIVEWAYS)	= 1,064 POINTS
	0.75 X 750 L.F. (GREENHILL ROAD)	= 563 POINTS
	0.75 X 373 L.F. (OSTER PARKWAY)	= 280 POINTS
PARKING AREAS:	6 X 52 STALLS	= 312 POINTS
<b>TOTAL REQUIRED POINTS FOR SITE:</b>		<b>= 10,870 POINTS</b>

**PROPOSED LANDSCAPING IMPROVEMENTS:**

STREET TREES—	2.5" C = 80 POINTS	25 EACH	= 2,000 POINTS
SHADE TREES—	2.5" C = 80 POINTS	26 EACH	= 2,080 POINTS
EVERGREEN TREES—	6' HT. = 80 POINTS	22 EACH	= 1,760 POINTS
ORNAMENTAL TREES—	6' HT. = 40 POINTS	26 EACH	= 1,040 POINTS
DECIDUOUS SHRUBS—	5 GAL. = 10 POINTS	1,460 EACH	= 14,600 POINTS
EVERGREEN SHRUBS—	5 GAL. = 10 POINTS	234 EACH	= 2,340 POINTS
<b>TOTAL PROPOSED POINTS FOR SITE:</b>			<b>= 23,820 POINTS</b>

9. RESIDENTIAL DENSITY FOR PHASE 1 IS 52 UNITS LOCATED ON 9.93 ACRES (5.24 UNITS PER ACRE).
10. EXISTING WATERMAIN AND SANITARY SEWER AND THE PROPOSED WATERMAIN, SANITARY SEWER AND STORM SEWER IS SHOWN ON THIS PLAN. FINAL UTILITY LOCATIONS WILL BE DETERMINED UPON THE COMPLETION OF THE SITE CONSTRUCTION PLANS.
11. THIS DEVELOPMENT IS LOCATED IN ZONE "C" (AREA OF MINIMAL FLOODING) AS INDICATED ON FIRM FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 190017 0006 B, DATED FEBRUARY 1, 1985.
12. **EROSION CONTROL PLAN:** A DETAILED EROSION CONTROL PLAN AND NPDES PERMIT WILL BE COMPLETED DURING THE CONSTRUCTION PLAN PHASE.
13. THIS DEVELOPMENT IS LOCATED WITHIN THE MU (MIXED USE RESIDENTIAL) ZONING DISTRICT.



**Site Development Plan  
Pinnacle Prairie Townhomes Phase 1  
City of Cedar Falls, Iowa  
June 2006**

**Wayne Claassen Engineering and Surveying, Inc.**  
 2705 University Avenue • P.O. Box 898 • Waterloo, IA  
 Phone: (319) 235-6294 • Fax: (319) 235-0028  
 Email: claassen@wceinc.com

**CE&S**

Item 31.

DR. M.A.R.	DATE	06.06	
CKD	W.A.C.	DATE	06.06
FILE NO.	4165	FILENAME	PLAN.DWG
DATE PLOTTED:	06.21.06	REVISIONS	
1.			
2.			
3.			
4.			
5.			



# DEPARTMENT OF COMMUNITY DEVELOPMENT

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

## MEMORANDUM *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Chris Sevy, AICP Planner I  
**DATE:** October 2, 2023  
**SUBJECT:** Set Public Hearing for Easement Vacation

**REQUEST:** Request to vacate a 28-foot-wide drainage easement Case #VAC23-002

**PETITIONER:** City of Cedar Falls

**LOCATION:** Lots 17 & 18 at Northeast block of the intersection of Technology Parkway and Innovation Drive

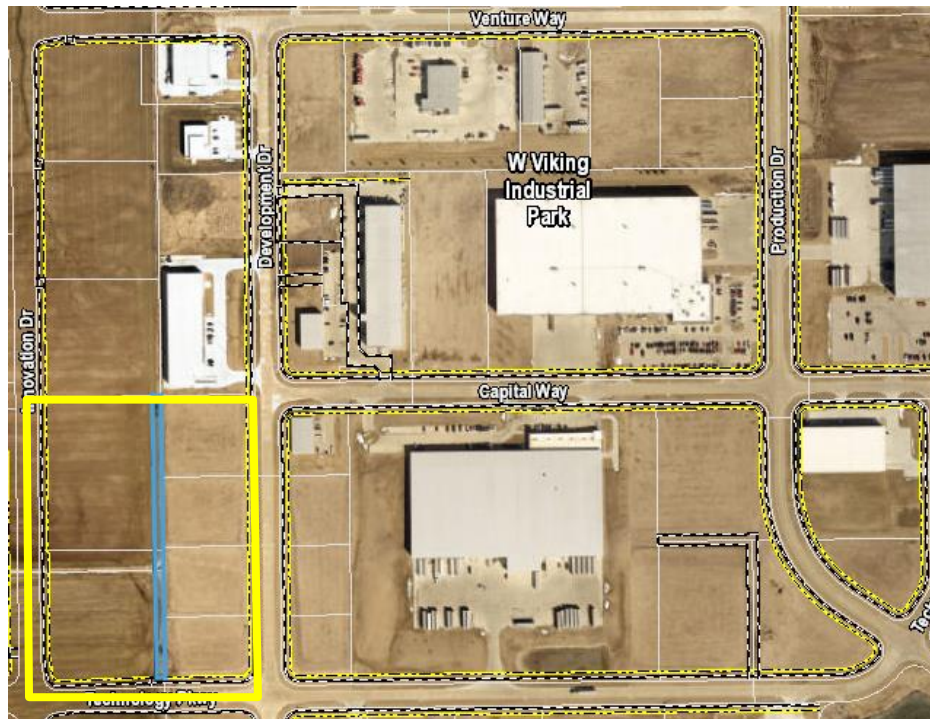
### PROPOSAL

This request includes the vacation of a 28-foot-wide drainage easement along the eastern edge of Lots 17 & 18 at Northeast block of the intersection of Technology Parkway and Innovation Drive.

### BACKGROUND

A 28-foot-wide drainage easement lies across the eastern edge of Lots 17 and 18 at northeast block of the intersection of Technology Parkway and Innovation Drive (block outlined in yellow). This easement is identified in the West Viking Road Industrial Park Phase V. The property is currently owned by the City.

A full staff report will be forwarded to the Council for consideration on the hearing date.



RECOMMENDATION

The Planning and Zoning Commission considered this request for easement vacation at their meeting on September 13, 2023, and unanimously recommended approval of VAC23-002, the vacation of a 28-foot drainage easement on Lots 17 and 18 of the W. Viking Road Industrial Park, Phase V.

Based on the recommendation of the Planning and Zoning Commission, Staff recommends that the City Council set a public hearing date for October 16, 2023 to consider this request.

Attachments: Resolution setting public hearing date  
Easement Vacation Plat

Prepared by: Chris Sevy, Planner I, 220 Clay St., Cedar Falls, IA 50613 (319) 273-8600  
After Recording, Return to: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DIRECTING PUBLICATION OF NOTICE AND SETTING DATE FOR PUBLIC HEARING ON A PROPOSAL TO VACATE A DRAINAGE EASEMENT IN WEST VIKING INDUSTRIAL PARK PHASE V

WHEREAS, the Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended to the City Council of the City of Cedar Falls, Iowa, the vacation of a drainage easement, as described below; and

WHEREAS, the City Council does hereby propose to consider vacating said drainage easement after public hearing on required notice hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cedar Falls, Iowa, that the City Clerk be and is hereby authorized and directed to publish notice of a public hearing to be held in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, at 7:00 p.m. on the 16<sup>th</sup> day of October 2023, on a proposal to vacate the 28-foot drainage easement over, under and upon the property described as:

THE EAST 28 FEET OF LOT 17, AND THE EAST 28 FEET OF LOT 18, WEST VIKING ROAD INDUSTRIAL PARK PHASE V, BLACK HAWK COUNTY, IOWA.

ADOPTED this 2<sup>nd</sup> day of October 2023.

\_\_\_\_\_  
Robert M. Green, Mayor

ATTEST: \_\_\_\_\_  
Jacqueline Danielsen, MMC, City Clerk

**INDEX LEGEND**

SURVEYOR'S NAME / RETURN TO:  
 WALTER T. HURLBUTT  
 SNYDER & ASSOCIATES, INC.  
 900 BELL DRIVE SW  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394  
 WHURLBUTT@SNYDER-ASSOCIATES.COM

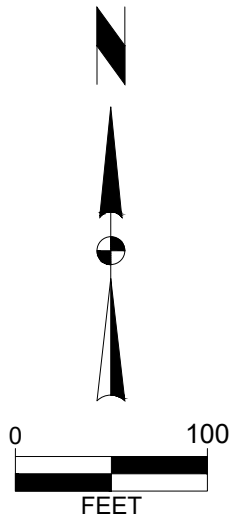
SURVEY LOCATED:  
 LOTS 17 & 18  
 WEST VIKING ROAD INDUSTRIAL PARK PHASE V

REQUESTED BY:  
 CITY OF CEDAR FALLS

PROPRIETOR:  
 CITY OF CEDAR FALLS

AREA ABOVE RESERVED FOR RECORDER

**EASEMENT VACATION EXHIBIT**



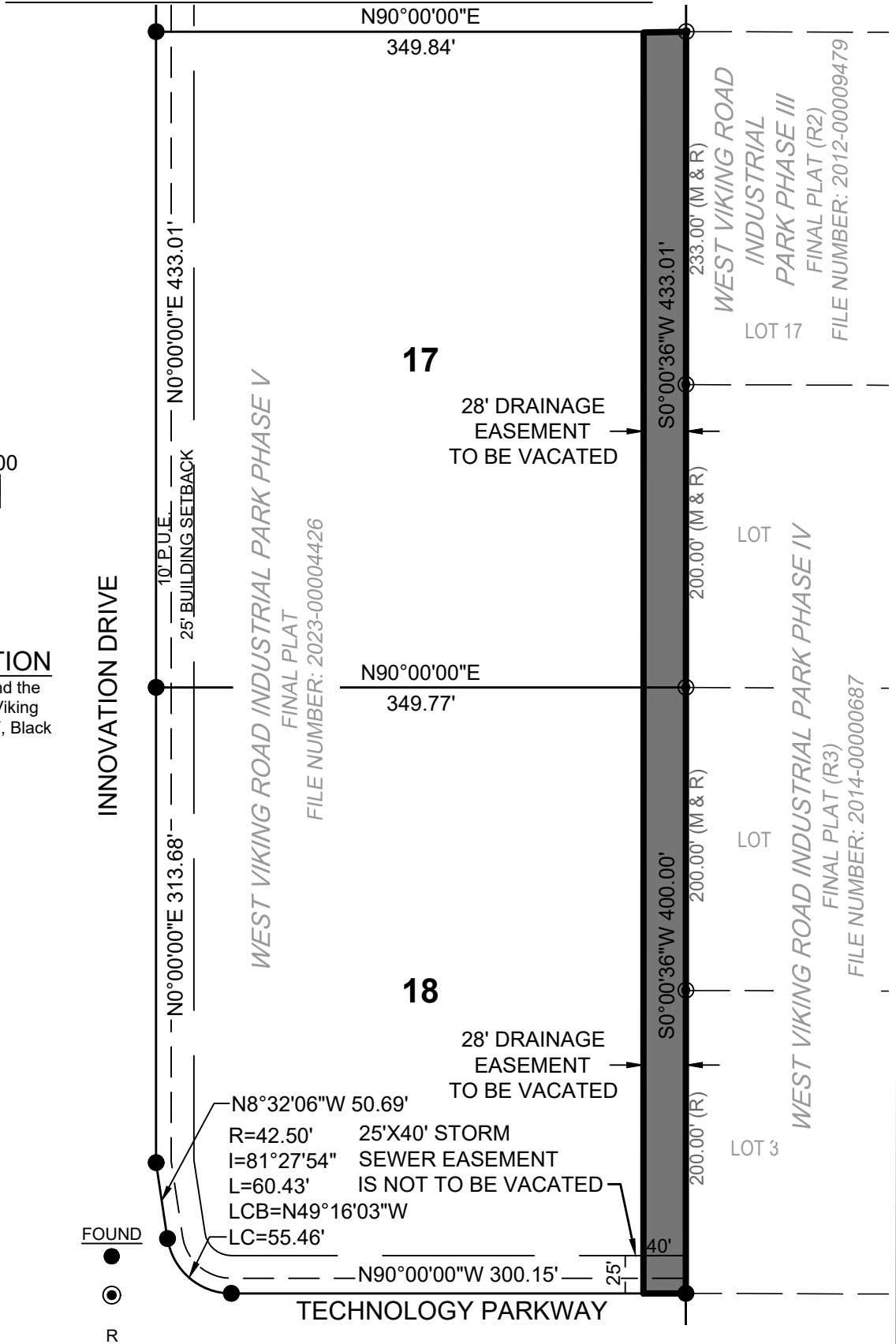
**LEGAL DESCRIPTION**

The East 28 feet of Lot 17, and the East 28 feet of Lot 18, West Viking Road Industrial Park Phase V, Black Hawk County, Iowa.

**LEGEND**

**FEATURES**  
 1/2" Rebar, Cap #22020  
 w/Yellow Plastic Cap  
 1/2" Iron Rod, Cap #8505  
 w/Yellow Plastic Cap  
 Record Distance

FOUND  
 ●  
 ○  
 R



**EASEMENT VACATION EXHIBIT**

LOTS 17 & 18, WEST VIKING ROAD INDUSTRIAL PARK PHASE V

SHEET 1 OF 1
PN: 118.1174.08B
T-R-S:T89N-R14W-34
DATE: 08/28/2023
PM/TECH: WTH



900 BELL DRIVE SW  
 CEDAR RAPIDS, IOWA 52404 (319)362-9394





## ADMINISTRATION

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

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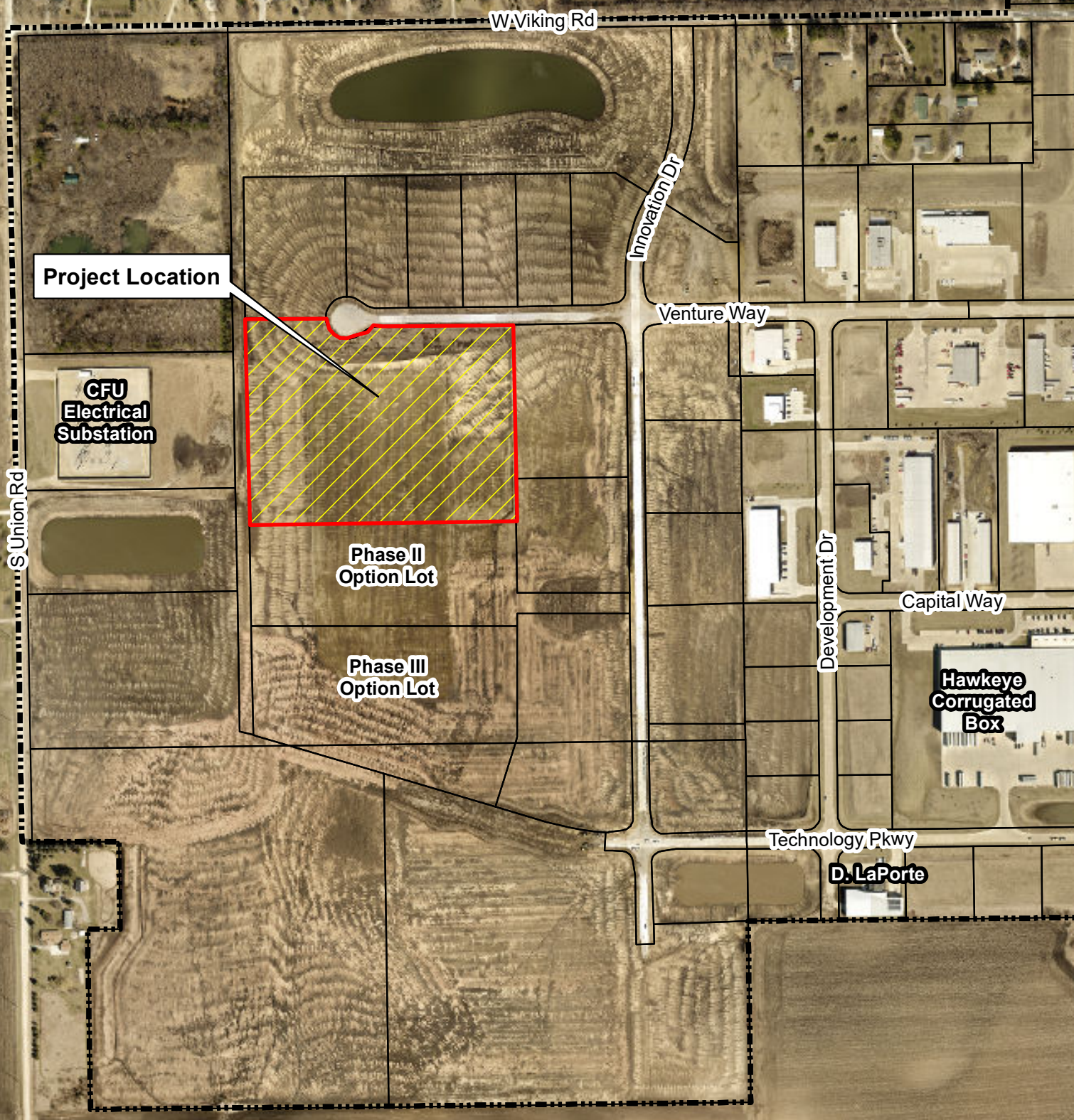
**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** September 25, 2023  
**SUBJECT:** Sale of Lot 8, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 16.40 acres more or less).

Staff would like to request that a public hearing be scheduled for October 16, 2023 to address the proposed transfer of the above referenced City owned real estate to KL Iowa 02, LLC. The proposed project would consist of a new 120,000 square foot manufacturing facility to be constructed along Venture Way in the West Viking Road Industrial Park. Additional information pertaining to the land transaction and the Agreement for Private Development will be provided to City Council prior to the public hearing.

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



KL Iowa 02, LLC  
 120,000 sq. ft.  
 Manufacturing Facility



Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 268-5160

RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING DATE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND KL IOWA 02, LLC; AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO KL IOWA 02, LLC, PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from KL Iowa 02, LLC, an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and KL Iowa 02, LLC on terms which include:

- (1) Conveyance of certain city-owned real estate legally described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 8, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 16.40 acres more or less);

and

- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual assessed value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$10,312,000.00 for a period through December 31, 2034;

and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development and conveyance of the Development Property to the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 16<sup>th</sup> day of October, 2023, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and KL Iowa 02, LLC, and to consider conveyance of the Development Property to the Developer on certain terms as set forth in the proposed agreement. A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this 2<sup>nd</sup> day of October, 2023.

---

Robert M. Green, Mayor

ATTEST:

---

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

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

I, Jacqueline Danielsen, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. \_\_\_\_\_ duly and legally adopted by the City Council of said City on the 2<sup>nd</sup> day of October, 2023.

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

\_\_\_\_\_  
Jacqueline Danielsen  
City Clerk of Cedar Falls, Iowa



## 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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

TO: Honorable Mayor Robert M Green and City Council

FROM: David Wicke, PE

DATE: September 25, 2023

SUBJECT: North Cedar Heights Area Reconstruction Phase II  
 City Project No. RC-092-3271  
 Setting Public Hearing for Starting the ROW Acquisition Process

The City of Cedar Falls is continuing with the reconstruction of the North Cedar Heights Area along Woodlawn Drive and East Ridgewood to Greenwood Avenue. The project will require some right-of-way acquisition, permanent easements, and temporary easements to complete the street connection. The project will include installation of storm sewer, water main, sanitary sewer, and full depth reconstruction of the pavement with curb and gutter.




Plans for the project show the need for fee title and/or easement acquisitions from nineteen (19) properties. The included exhibit shows the anticipated easements and fee title at the current phase of design.

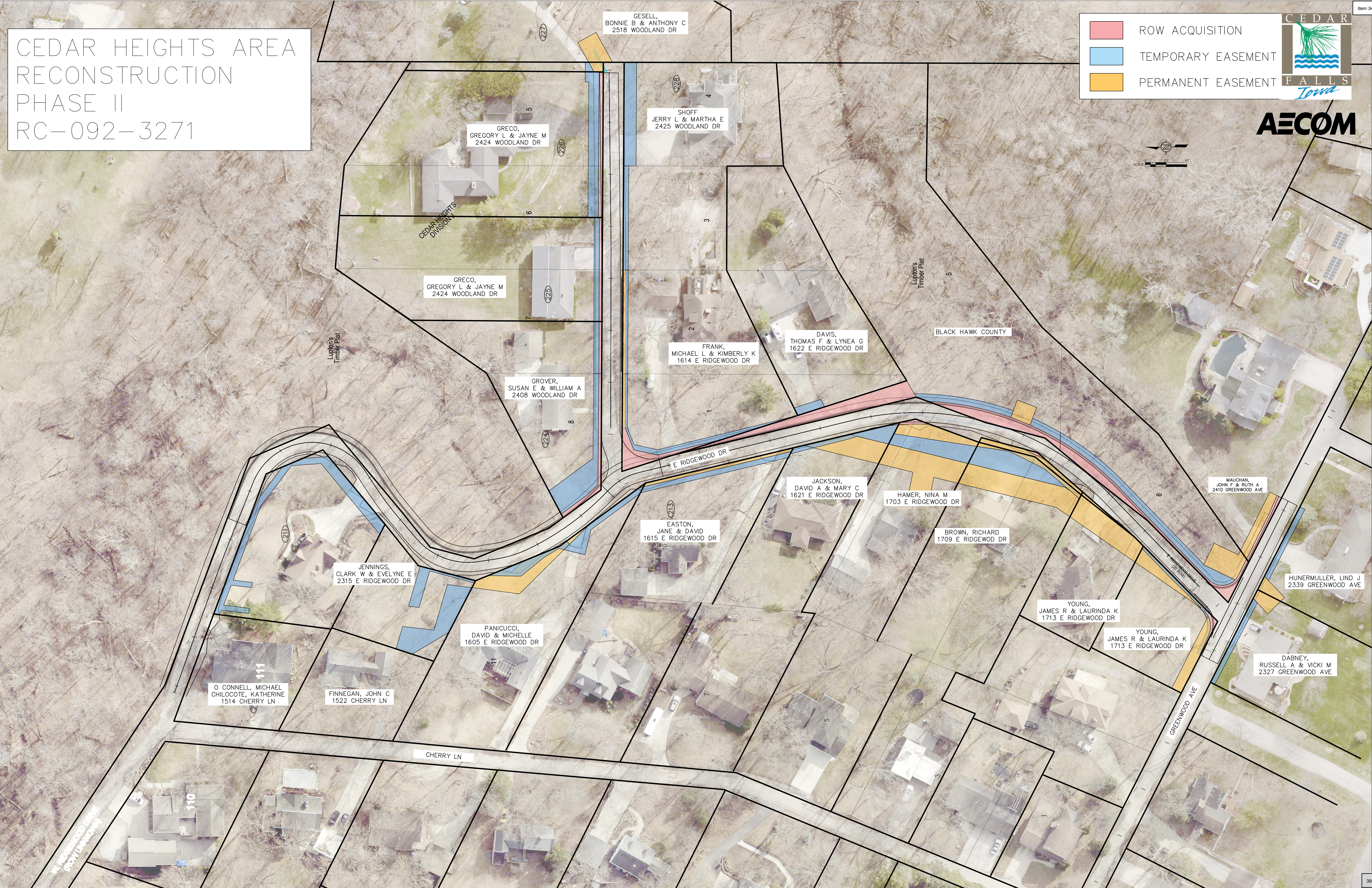
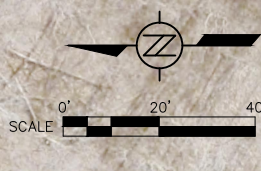
Iowa law requires that the City Council holds a public hearing to authorize proceeding with the project, including the purchase of right-of-way. The public hearing offers an opportunity for the public, especially those from whom the fee title and easement acquisition will be purchased, to comment on the project.

The Engineering Division recommends setting Monday, October 16, 2023, at 7:00 p.m. as the date and time for the public hearing on this project.

xc: Chase Schrage, Director of Public Works

CEDAR HEIGHTS AREA  
RECONSTRUCTION  
PHASE II  
RC-092-3271

	ROW ACQUISITION
	TEMPORARY EASEMENT
	PERMANENT EASEMENT



GESELL,  
BONNIE B & ANTHONY C  
2518 WOODLAND DR

SHOFF  
JERRY L & MARTHA E  
2425 WOODLAND DR

GRECO,  
GREGORY L & JAYNE M  
2424 WOODLAND DR

GRECO,  
GREGORY L & JAYNE M  
2424 WOODLAND DR

FRANK,  
MICHAEL L & KIMBERLY K  
1614 E RIDGEWOOD DR

DAVIS,  
THOMAS F & LYNEA G  
1622 E RIDGEWOOD DR

GROVER,  
SUSAN E & WILLIAM A  
2408 WOODLAND DR

JACKSON,  
DAVID A & MARY C  
1621 E RIDGEWOOD DR

HAMER, NINA M  
1703 E RIDGEWOOD DR

BROWN, RICHARD  
1709 E RIDGEWOOD DR

EASTON,  
JANE & DAVID  
1615 E RIDGEWOOD DR

JENNINGS,  
CLARK W & EVELYNE E  
2315 E RIDGEWOOD DR

PANICUCCI,  
DAVID & MICHELLE  
1605 E RIDGEWOOD DR

YOUNG,  
JAMES R & LAURINDA K  
1713 E RIDGEWOOD DR

YOUNG,  
JAMES R & LAURINDA K  
1713 E RIDGEWOOD DR

MAUGHAN,  
JOHN F & RUTH A  
2410 GREENWOOD AVE

HUNERMULLER, LIND J  
2339 GREENWOOD AVE

O'CONNELL, MICHAEL  
CHILOCOTE, KATHERINE  
1514 CHERRY LN

FINNEGAN, JOHN C  
1522 CHERRY LN

DABNEY,  
RUSSELL A & VICKI M  
2327 GREENWOOD AVE



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
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 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** October 2<sup>nd</sup>, 2023

**SUBJECT:** West Viking Road Reconstruction  
 City Project Number: RC-362-3212  
 Setting Public Hearing for Right of Way Acquisition

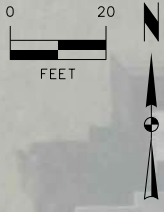
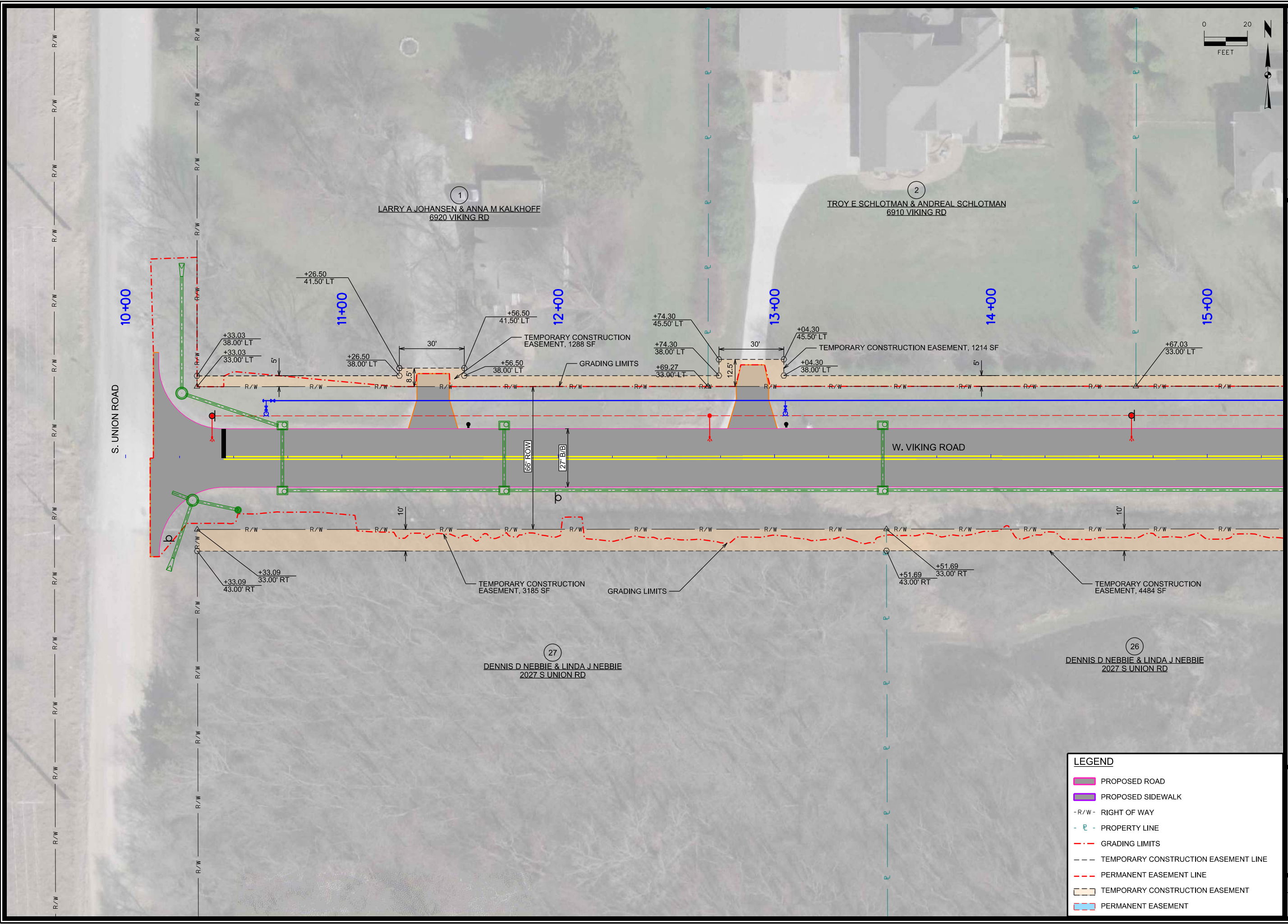
The City of Cedar Falls is planning to reconstruct West Viking Road from Union Road to Production Drive with improvements along the corridor extending to Hudson Road. Work will also include connection of Innovation Drive in the new Industrial Park to W. Viking Road, new watermain, new storm sewer with curb and gutter, sanitary sewer extension to Innovation Drive, a trail around the new Industrial Park northern pond to Hudson Road, and an overlay on W. Viking Road adjacent to the Hudson Road intersection with a trail crossing at Hudson Road. The project will require the acquisition of temporary and permanent easements on the western side of the corridor from seventeen (17) properties to complete construction.

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right of way. The public hearing offers an opportunity for the public, especially those from whom the easements will be purchased, to comment on the project.

The Engineering Division recommends setting Monday, October 16<sup>th</sup>, 2023, at 7:00 p.m. as the date and time for the public hearing on this project.

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





MARK	REVISION	Scale:	Field Bk:	Sheet
Engineer: LEJ	Checked By: JMS	4/20/2023		
Technician: EIG	Date: 4/20/2023			
Project No:	1181174K			

**W. VIKING ROAD RECONSTRUCTION AND TRAIL**

RIGHT OF WAY

CEDAR FALLS, IOWA

**SNYDER & ASSOCIATES, INC.**

2727 S.W. SNYDER BLVD.  
ANKENY, IOWA 50023  
515-964-2020 | www.snyder-associates.com

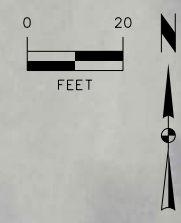
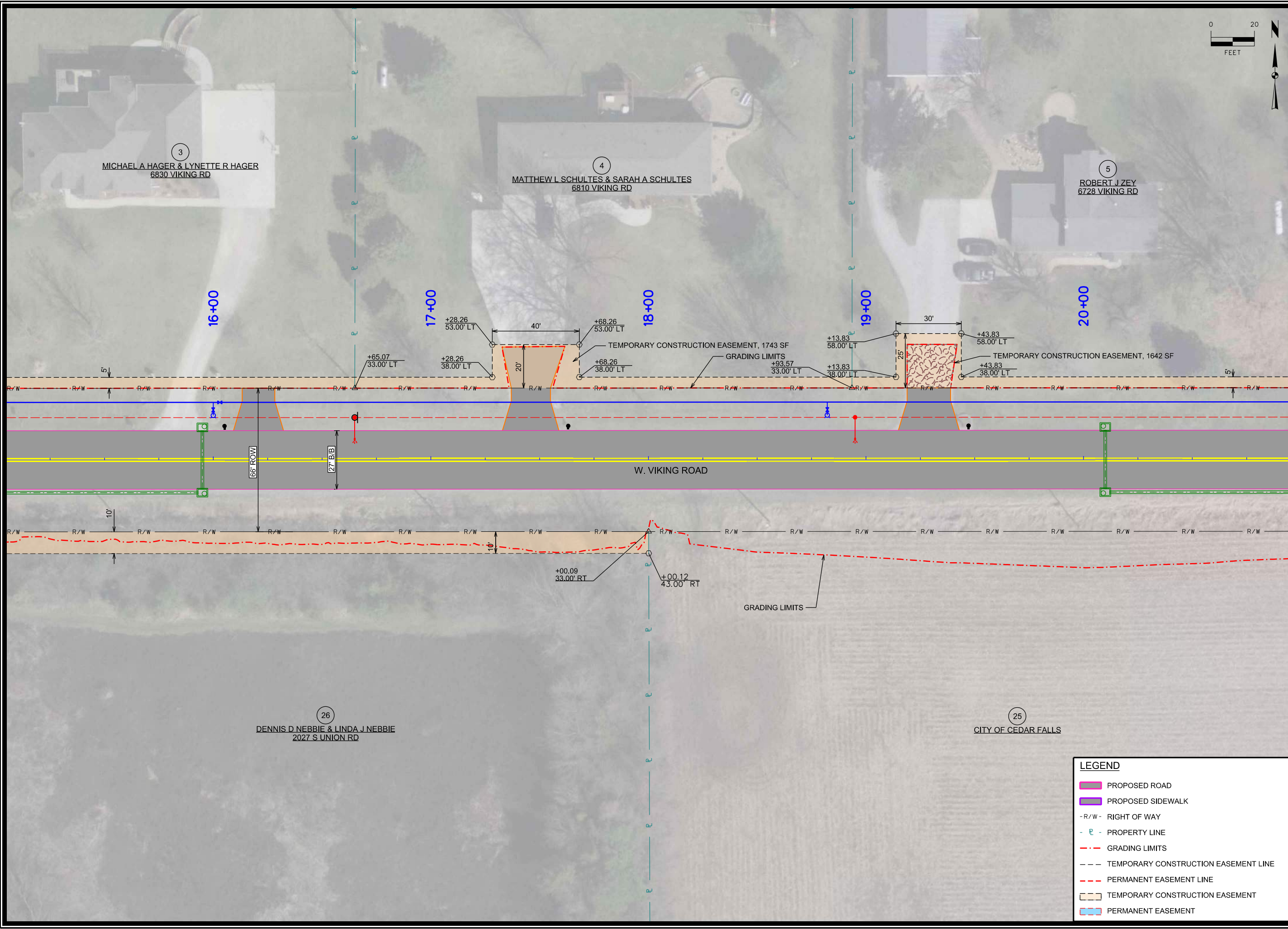
**SNYDER & ASSOCIATES**

Project No: 1 401

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**LEGEND**

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	PROPOSED SIDEWALK
	R/W - RIGHT OF WAY
	PROPERTY LINE
	GRADING LIMITS
	TEMPORARY CONSTRUCTION EASEMENT LINE
	PERMANENT EASEMENT LINE
	TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT EASEMENT



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Engineer: LEJ	Checked By: JMS	Scale:	Field Bc:
Technician: EIG	Date: 4/20/2023		
Project No:	1181174K		Sheet

**W. VIKING ROAD RECONSTRUCTION AND TRAIL**

RIGHT OF WAY

CEDAR FALLS, IOWA

**SNYDER & ASSOCIATES, INC.**

2727 S.W. SNYDER BLVD.  
ANKENY, IOWA 50023  
515-964-2020 | www.snyder-associates.com

**LEGEND**

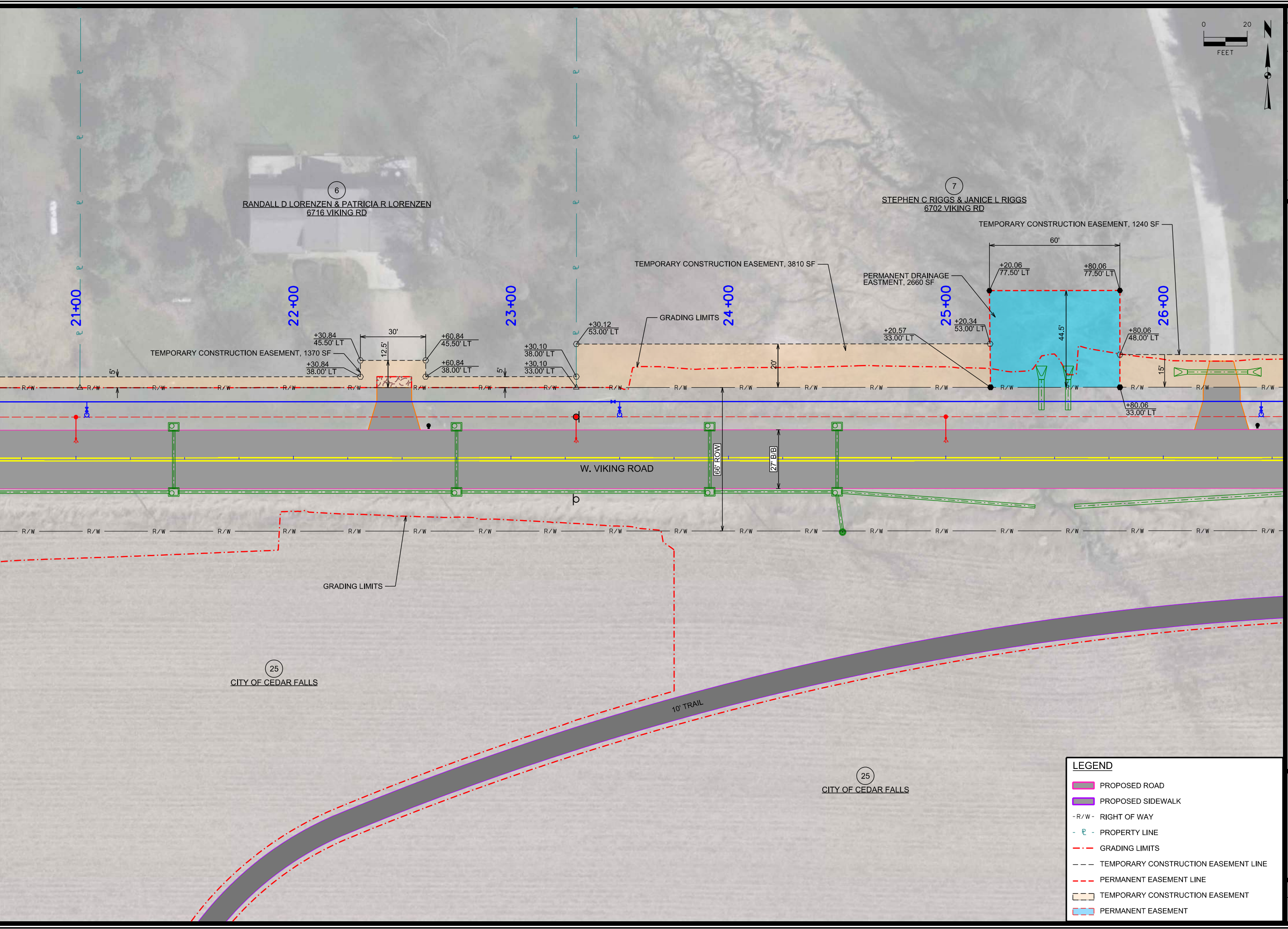
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**SNYDER & ASSOCIATES**

Project No: 1 402

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Technician: EIG	Date: 4/20/2023		1181174K
Project No:	1181174K		

**W. VIKING ROAD RECONSTRUCTION AND TRAIL**

RIGHT OF WAY

CEDAR FALLS, IOWA

2727 S.W. SNYDER BLVD.  
 ANKENY, IOWA 50023  
 515-964-2020 | www.snyder-associates.com

**SNYDER & ASSOCIATES, INC.**

**LEGEND**

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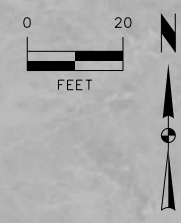
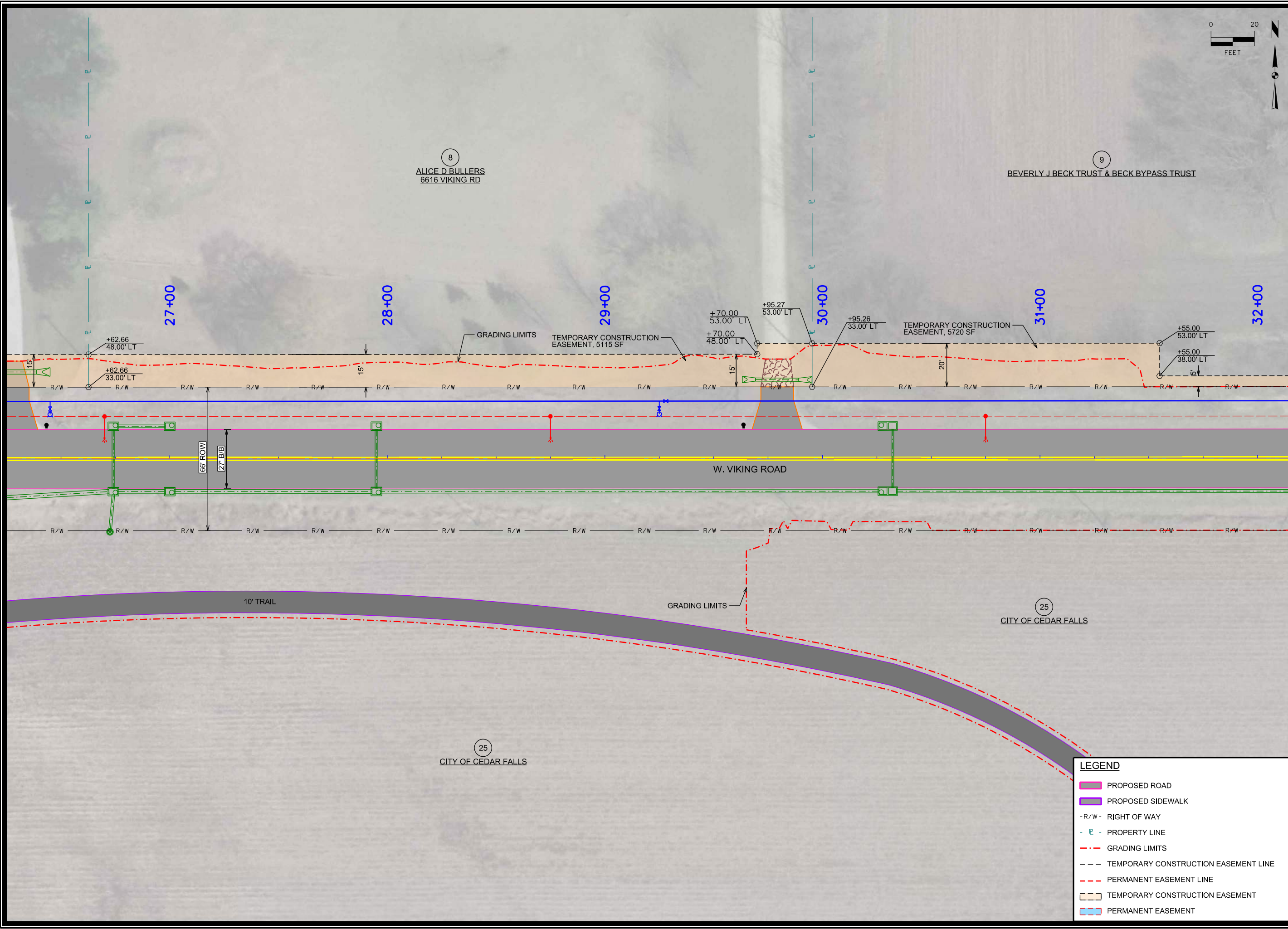
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**W. VIKING ROAD RECONSTRUCTION AND TRAIL**

RIGHT OF WAY

CEDAR FALLS, IOWA

**SNYDER & ASSOCIATES, INC.**

2727 S.W. SNYDER BLVD.  
ANKENY, IOWA 50023  
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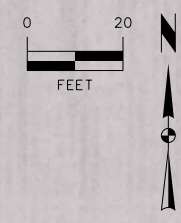
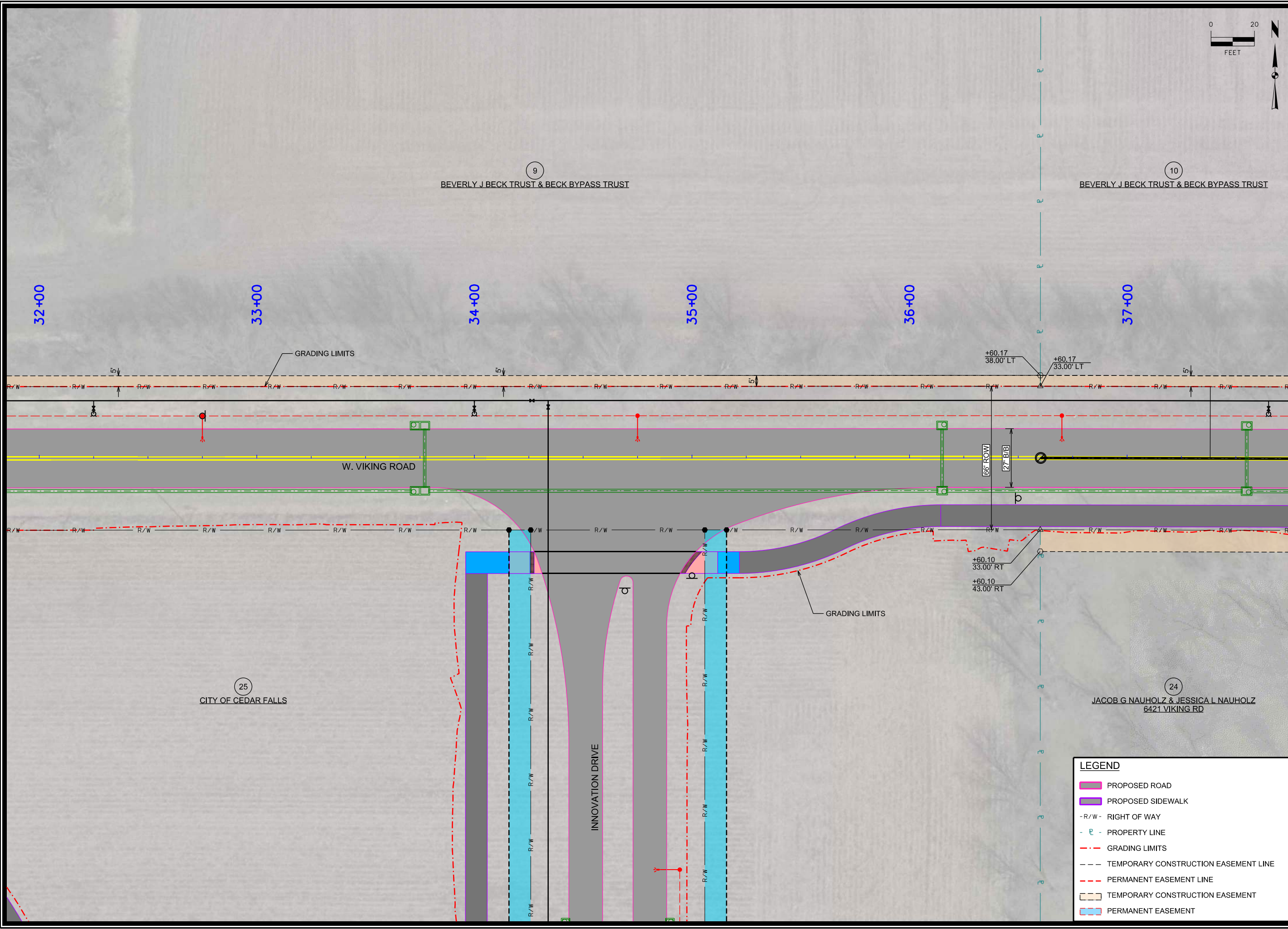
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Technician: EIG	Date: 4/20/2023
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**W. VIKING ROAD RECONSTRUCTION AND TRAIL**  
 RIGHT OF WAY  
 CEDAR FALLS, IOWA  
 SNYDER & ASSOCIATES, INC.  
 2727 S.W. SNYDER BLVD.  
 ANKENY, IOWA 50023  
 515-964-2020 | www.snyder-associates.com

**LEGEND**

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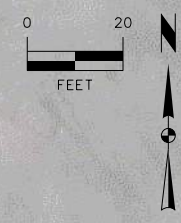
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10  
BEVERLY J BECK TRUST & BECK BYPASS TRUST

11  
DAVID W CAMPBELL  
6314 VIKING RD

24  
JACOB G NAUHOLZ & JESSICA L NAUHOLZ  
6421 VIKING RD

23  
M L JERNIGAN & LINDA L JERNIGAN  
6415 VIKING RD

22  
BRUCE L BARIDON & MARILYN D BARIDON  
6337 VIKING RD

TEMPORARY CONSTRUCTION EASEMENT, 2200 SF

+00.05  
38.00' LT  
+00.06  
33.00' LT

GRADING LIMITS

W. VIKING ROAD

+45.72  
43.00' RT  
+70.72  
43.00' RT  
+00.23  
43.00' RT  
+45.72  
58.00' RT  
+70.72  
58.00' RT  
25' TEMPORARY EASEMENT

TEMPORARY CONSTRUCTION EASEMENT, 2772 SF

GRADING LIMITS

+72.80  
43.00' RT  
+97.80  
43.00' RT  
+40.24  
43.00' RT  
+72.80  
56.00' RT  
+97.80  
56.00' RT  
23'

TEMPORARY CONSTRUCTION EASEMENT, 2725 SF

+40.24  
43.00' RT  
+27.31  
43.00' RT  
+52.31  
43.00' RT  
+40.24  
33.00' RT  
+27.31  
63.00' RT  
+52.31  
63.00' RT  
30'

TEMPORARY CONSTRUCTION EASEMENT, 3330 SF

LEGEND

- PROPOSED ROAD
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- PERMANENT EASEMENT

Item 35.			
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Engineer: LEJ	Date: 4/20/2023		
Technician: EIG			
Project No: 1181174K			Sheet

**W. VIKING ROAD RECONSTRUCTION AND TRAIL**

RIGHT OF WAY

CEDAR FALLS, IOWA

**SNYDER & ASSOCIATES, INC.**

2727 S.W. SNYDER BLVD.  
ANKENY, IOWA 50023  
515-964-2020 | www.snyder-associates.com

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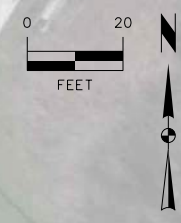
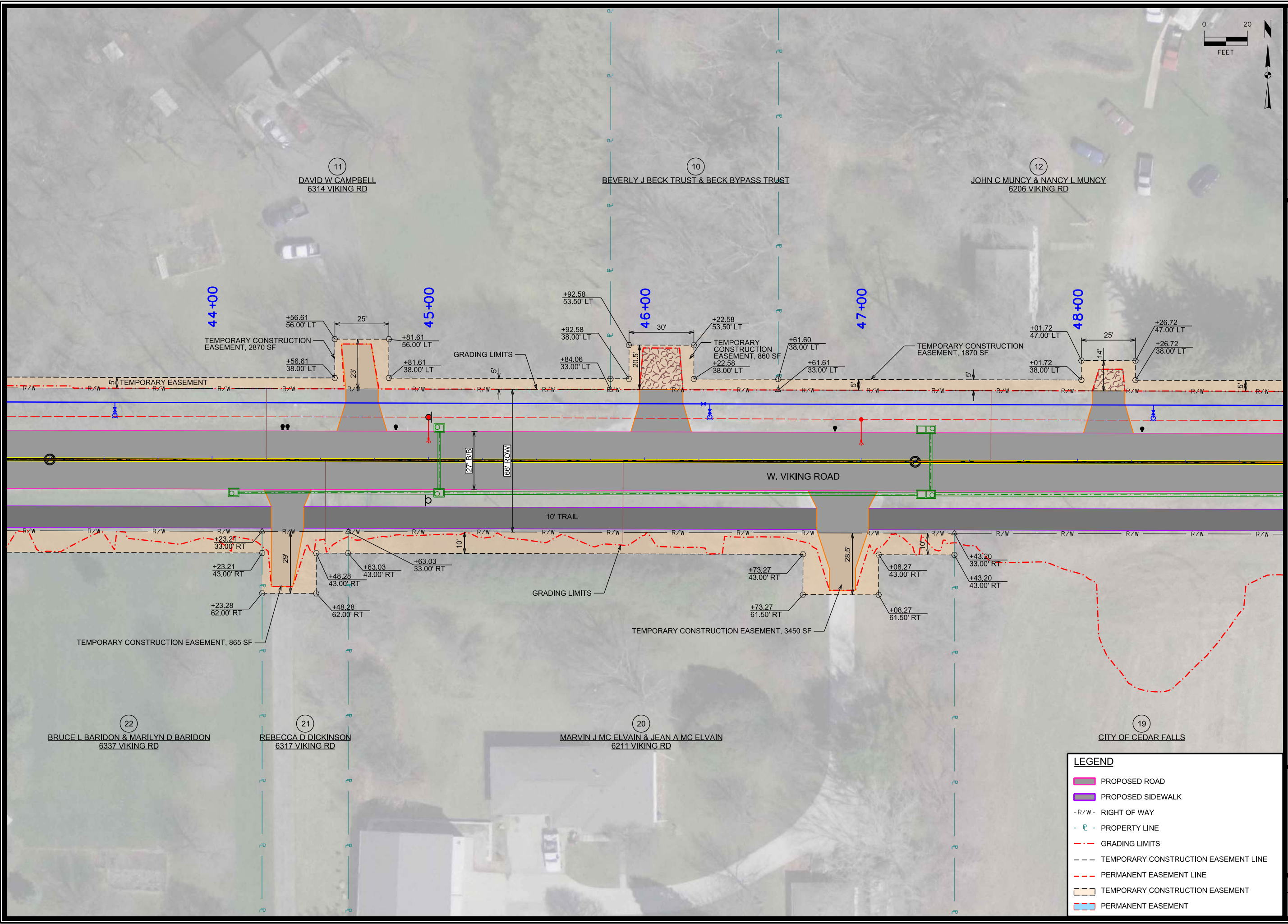
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**W. VIKING ROAD RECONSTRUCTION AND TRAIL**  
RIGHT OF WAY  
CEDAR FALLS, IOWA  
**SNYDER & ASSOCIATES, INC.**  
2727 S.W. SNYDER BLVD.  
ANKENY, IOWA 50023  
515-964-2020 | www.snyder-associates.com

LEGEND	
	PROPOSED ROAD
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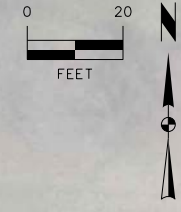
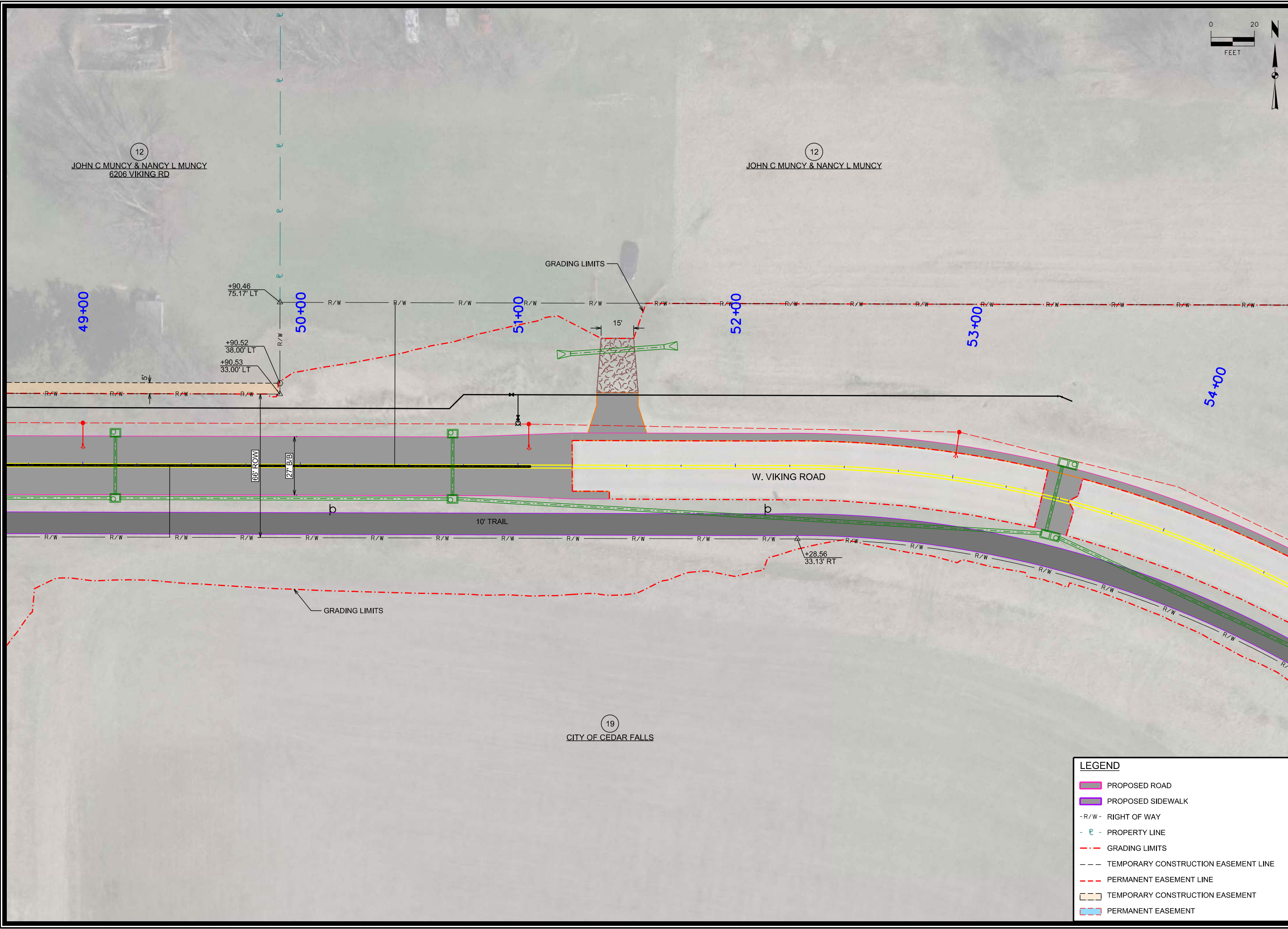
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12  
JOHN C. MUNCY & NANCY L. MUNCY  
6206 VIKING RD

12  
JOHN C. MUNCY & NANCY L. MUNCY

19  
CITY OF CEDAR FALLS

**LEGEND**

- PROPOSED ROAD
- PROPOSED SIDEWALK
- R/W- RIGHT OF WAY
- P - PROPERTY LINE
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MARK	REVISION	Checked By: JMS	Scale:	Field Bc:	Item 35.
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**W. VIKING ROAD RECONSTRUCTION AND TRAIL**

RIGHT OF WAY

CEDAR FALLS, IOWA

**SNYDER & ASSOCIATES, INC.**

2727 S.W. SNYDER BLVD.  
ANKENY, IOWA 50023  
515-964-2020 | www.snyder-associates.com

**SNYDER & ASSOCIATES**

Project No: 1	408
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## DEPARTMENT OF COMMUNITY DEVELOPMENT



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

### MEMORANDUM Planning & Community Services Division

**TO:** Mayor Robert M. Green and City Council

**FROM:** Karen Howard, AICP, Planning & Community Services Manager

**DATE:** October 2, 2023

**SUBJECT:** Petition from City Council to Amend parking requirements in the Downtown Character District (TA23-004)

On March 20, 2023, the City Council considered the Planning and Zoning Commission's recommendation regarding their request to eliminate the shared parking requirements in the Downtown Character District (CD-DT). The Commission recommended against eliminating the shared parking requirements and on a split vote, the ordinance amendment failed to pass at Council, so the shared parking requirements remain unchanged. At that same meeting, the Council made a referral to petition the Planning and Zoning Commission to consider amending the zoning code to eliminate the provision that allows on-street parking that directly abuts a property to count toward the shared parking requirement for any new development on the property that requires shared parking.

### Background

In the Downtown Character District, for a new development project that contains apartments or upper floor commercial uses, a certain number of shared parking spaces must be provided. These are in addition to the required parking spaces for the project. The shared parking requirement is intended to provide a small amount of publicly available parking to the downtown area for visitors and customers to use in locations where public parking is in short supply. To help alleviate the cost of making this contribution to the supply of publicly available parking and to prevent this requirement from becoming so onerous on tight development sites that it prevents projects from occurring, the ordinance is written to provide flexibility on how the shared parking requirement is met. To that end, shared parking spaces may be located on the development site or on another private property within a 600-foot walking distance from the site (approximately 2 blocks). In addition, any on-street parking that directly abuts the property may be counted toward the development's shared parking requirement. This last provision was intended to mirror how the parking requirements were administered in the Central Business District Overlay (CBD) prior to adoption of the new code. In the previous

CBD Overlay the parking requirements for upper floor residential uses were rather ambiguous and were thus established through a review at P&Z and Council. In practice, any on-street parking spaces that directly abutted the property counted toward the visitor parking requirement. The thinking was that if parking was already available for visitors next to the site, the developer didn't need to provide extra parking on the private property for visitors.

The City Council has requested that the Commission consider eliminating the provision in the Downtown Character District Code that allows on-street parking to count toward a development's shared parking requirement.

Specifically, delete City Code Section 26-196E., Special Parking Standards.

If eliminated, the shared parking requirement would have to be provided on the private development site and/or on another private property within 600 feet walking distance. The latter would require a binding agreement between the two properties to ensure the shared parking spaces were available to the public to use during the designated times as approved by the City.

**RECOMMENDATION:**

At their meeting on September 13, 2023, the Planning and Zoning Commission disapproved the petition to delete Section 26-196E., Special Parking Standards.

Therefore, staff recommends that the City Council set a date of public hearing for October 16, 2023 on the proposed ordinance to delete City Code Section 26-196E, Special Parking Standards. Due to the disapproval by the Planning and Zoning Commission, a 2/3 majority vote of the Council will be required to approve the ordinance amendment.

PLANNING & ZONING COMMISSION MINUTES

Introduction  
07/23/23 The first item of business became a zoning code text amendment regarding on-street parking as shared parking. Acting Chair Hartley introduced the item and Ms. Howard provided background information. She explained that this is related to on-street parking being counted toward shared parking in the downtown area that City Council has petitioned to eliminate. She provided background and spoke about information that has been discussed at previous meetings. There were no comments or questions.

Ms. Grybovych made a motion to set public hearing for August 9, 2023. Mr. Larson seconded the motion. The motion was approved with 6 ayes (Alberhasky, Crisman, Grybovych, Hartley, Larson and Moser), and 1 nay (Leeper).

Re-set public hearing  
8/23/2023 The next item for consideration by the Commission was a Zoning Code Text Amendment regarding On-Street Parking as Shared Parking. Chair Lynch introduced the item and Ms. Howard provided background information. She

explained that the Commission needed to reset the public hearing because the Courier failed to publish the required notice according to the City's requirements.

Mr. Leeper made a motion to set the public hearing for September 13, 2023. Mr. Stalnaker seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Larson, Leeper, Lynch, Moser and Stalnaker), and 0 nays.

Public hearing and  
Vote  
9/13/2023

The next item for consideration by the Commission was a Zoning Code text amendment for on-street parking as shared parking. Chair Lynch introduced the item and Ms. Howard provided background information. She explained that the Commission has been asked to consider eliminating the zoning code provision that allows on-street parking that directly abuts a property to count toward the shared parking requirement for any new development on the property. More specifically, it is requested to delete City Code Section 26-196E, Special Parking Standards. She provided brief background again regarding the current code, explaining that the ordinance provides flexibility on how the shared parking requirement is satisfied. She noted that the flexibility is intended to help reduce the burden/cost of making this contribution to the supply of publicly available parking.

Staff recommends that the Commission hold a public hearing, discuss, and make a recommendation to the City Council regarding their petition to delete the code.

Mr. Leeper asked what the options were. Ms. Howard stated that they can either approve or deny the deletion of the section of the code.

Mr. Hartley stated that the Commission discussed this a great deal during the process and feels that they made a decision at that time and that they are now being asked to change it, when they have already calculated and made a decision. Mr. Leeper agreed and stated that the provisions are meant to encourage density and in order to promote growth downtown, a different approach to parking is needed. Mr. Larson agreed with those sentiments.

Ms. Moser made a motion to approve the item. Mr. Hartley seconded the motion. The motion was denied unanimously with 8 nays (Alberhasky, Crisman, Hartley, Larson, Leeper, Lynch, Moser and Stalnaker), and 0 ayes.

# DAILY INVOICES FOR 10/02/23 COUNCIL MEETING

Item 37.

PREPARED 09/26/2023, 8:51:41  
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 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-1008-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
445		03/24	AP	09/13/23	0399154		IOWA STATE UNIVERSITY	160.00			09/20/23
							REG:MPI CLASSES-BELLINGER ONLINE				
445		03/24	AP	09/13/23	0399154		IOWA STATE UNIVERSITY	32.00			09/20/23
							REG:MPI CLASS-EGGLESTON ONLINE				
445		03/24	AP	09/13/23	0399154		IOWA STATE UNIVERSITY	32.00			09/20/23
							REG:MPI CLASS-K.TERHUNE ONLINE				
							ACCOUNT TOTAL	224.00	.00	224.00	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
428		03/24	AP	09/12/23	0399140		GREEN, ROB	49.17			09/18/23
							RMB:FRAMES				
							ACCOUNT TOTAL	49.17	.00	49.17	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES											
466		03/24	AP	09/22/23	0399166		BLACK HAWK CO.RECORDER	17.00			09/22/23
							RCD:QUIT CLAIM DEED KATZ PROPERTIES				
466		03/24	AP	09/22/23	0399166		BLACK HAWK CO.RECORDER	5.00			09/22/23
							RCD:DEED FEE KATZ PROPERTIES				
466		03/24	AP	09/22/23	0399166		BLACK HAWK CO.RECORDER	52.00			09/22/23
							RCD:NTC.FNL.ASSESS.PROC. C.WIREMAN-1113 LINDALE RD				
466		03/24	AP	09/22/23	0399166		BLACK HAWK CO.RECORDER	52.00			09/22/23
							RCD:NTC.FNL.ASSESS.PROC. S.OSHITA-1119 CALUMETT DR				
466		03/24	AP	09/22/23	0399166		BLACK HAWK CO.RECORDER	62.00			09/22/23
							RCD:NTC.FNL.ASSESS.PROC. R.PARKER-2520 CENTRAL AVE				
466		03/24	AP	09/20/23	0399167		BLACK HAWK CO.RECORDER	10.00			09/22/23
							RCD:DEED W/OUT WARRANTY CEDAR FALLS PARTNERS				
445		03/24	AP	09/18/23	0399147		BLACK HAWK CO.RECORDER	7.00			09/20/23
							RCD:LIEN RELEASE B.REPPAS-2722 COLLEGE ST.				
445		03/24	AP	09/18/23	0399147		BLACK HAWK CO.RECORDER	7.00			09/20/23
							RCD:LIEN RELEASE B.REPPAS-2804 COLLEGE ST.				
445		03/24	AP	09/18/23	0399147		BLACK HAWK CO.RECORDER	7.00			09/20/23
							RCD:LIEN RELEASE OVERMAN N.PTR.-323 W.2ND				
445		03/24	AP	09/18/23	0399147		BLACK HAWK CO.RECORDER	7.00			09/20/23
							RCD:LIEN RELEASE J.NELSON-603 FIRESIDE DR.				
428		03/24	AP	09/14/23	0399136		BLACK HAWK CO.RECORDER	22.00			09/18/23
							RCD:RESOLUTION #23,292 CEDAR FALLS PARTNERS				
428		03/24	AP	09/14/23	0399136		BLACK HAWK CO.RECORDER	22.00			09/18/23
							RCD:RESOLUTION #23,293 CEDAR FALLS PARTNERS				
428		03/24	AP	09/14/23	0399136		BLACK HAWK CO.RECORDER	22.00			09/18/23
							RCD:MIN.ASSESS.AGREEMENT CEDAR FALLS PARTNERS				
428		03/24	AP	09/14/23	0399136		BLACK HAWK CO.RECORDER	17.00			09/18/23
							RCD:MEMO AGRMT.-PRIV.DEV. CEDAR FALLS PARTNERS				
428		03/24	AP	09/14/23	0399136		BLACK HAWK CO.RECORDER	12.00			09/18/23
							RCD:DEED W/OUT WARRANTY CEDAR FALLS PARTNERS				
428		03/24	AP	09/14/23	0399136		BLACK HAWK CO.RECORDER	5.00			09/18/23

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.81-03						PROFESSIONAL SERVICES / RECORDING FEES				continued
						RCD:DEED FEE				
						CEDAR FALLS PARTNERS				
						ACCOUNT TOTAL	326.00	.00	326.00	
101-1199-441.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
466		03/24 AP		09/21/23	0399169	GANFIELD, DUSTIN	123.75			09/22/23
						RMB:MILEAGE-TOUR AMAZON				
						BONDURANT				
						ACCOUNT TOTAL	123.75	.00	123.75	
101-1199-441.89-14						MISCELLANEOUS SERVICES / REFUNDS				
445		03/24 AP		09/19/23	0399164	YOUNG PLUMBING & HEATING CO.	55.50			09/20/23
						REFUND-PLUMBING PERMIT				
						#21-1055;PROJ.CANCELLED				
						ACCOUNT TOTAL	55.50	.00	55.50	
101-2253-423.85-01						UTILITIES / UTILITIES				
466		03/24 AP		09/10/23	0399168	CEDAR FALLS UTILITIES	6,686.75			09/22/23
						UTILITIES THRU 09/10/23				
						ACCOUNT TOTAL	6,686.75	.00	6,686.75	
101-2253-423.85-05						UTILITIES / THE FALLS POOL UTILITIES				
466		03/24 AP		09/10/23	0399168	CEDAR FALLS UTILITIES	15,760.35			09/22/23
						UTILITIES THRU 09/10/23				
						ACCOUNT TOTAL	15,760.35	.00	15,760.35	
101-2253-423.89-14						MISCELLANEOUS SERVICES / REFUNDS				
398		03/24 AP		09/13/23	0399135	WENDY WILSON	35.00			09/14/23
						REFUND-ELECTRICITY DEP.				
						ACCOUNT TOTAL	35.00	.00	35.00	
101-2280-423.85-01						UTILITIES / UTILITIES				
466		03/24 AP		09/10/23	0399168	CEDAR FALLS UTILITIES	789.04			09/22/23
						UTILITIES THRU 09/10/23				
						ACCOUNT TOTAL	789.04	.00	789.04	
101-2280-423.89-14						MISCELLANEOUS SERVICES / REFUNDS				
398		03/24 AP		09/11/23	0399134	SUZANNE BARTLETT HACKENMILLER	250.00			09/14/23

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS						continued				
REFUND-SECURITY DEPOSIT										
ACCOUNT TOTAL							250.00	.00	250.00	
101-4511-414.85-01 UTILITIES / UTILITIES										
466		03/24 AP		09/10/23	0399168	CEDAR FALLS UTILITIES	1,242.23		09/22/23	
UTILITIES THRU 09/10/23										
ACCOUNT TOTAL							1,242.23	.00	1,242.23	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
466		03/24 AP		09/10/23	0399168	CEDAR FALLS UTILITIES	160.26		09/22/23	
UTILITIES THRU 09/10/23										
ACCOUNT TOTAL							160.26	.00	160.26	
101-5521-415.72-22 OPERATING SUPPLIES / CANINE PROGRAM										
428		03/24 AP		09/15/23	0399143	MARCOTTE, MIKE	545.70		09/18/23	
RMB:K9 PROGRAM UNIFORM										
ACCOUNT TOTAL							545.70	.00	545.70	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
466		03/24 AP		09/22/23	0399170	HOEFT, MORGAN	92.66		09/22/23	
RMB:MEALS-FIREARMS INST.						JOHNSTON				
428		03/24 AP		09/15/23	0399139	FEY, THOMAS	76.47		09/18/23	
RMB:TRAVEL-SIGHT TRAINER						FOREST LAKE, MN				
466		03/24 AP		09/15/23	0399171	MARCOTTE, MIKE	279.54		09/22/23	
RMB:TRVL-K9 HANDLER TRNG.						FOREST CITY				
ACCOUNT TOTAL							448.67	.00	448.67	
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY										
445		03/24 AP		09/20/23	0399153	HINDERS, BAYLEE	300.00		09/20/23	
RMB:MEALS-HAWKEYE ACADEMY						PER DIEM				
445		03/24 AP		09/20/23	0399158	PENSEL, EVAN	300.00		09/20/23	
RMB:MEALS-HAWKEYE ACADEMY						PER DIEM				
445		03/24 AP		09/20/23	0399162	TAYLOR, TODD	150.00		09/20/23	
RMB:MEALS-OCT.-CR ACADEMY						PER DIEM				
ACCOUNT TOTAL							750.00	.00	750.00	
101-6616-446.85-01 UTILITIES / UTILITIES										

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446		85-01			UTILITIES / UTILITIES					
	466	03/24 AP		09/10/23	0399168	CEDAR FALLS UTILITIES	4,788.00			09/22/23
						UTILITIES THRU 09/10/23				
						ACCOUNT TOTAL	4,788.00	.00	4,788.00	
101-6623-423.85-01 UTILITIES / UTILITIES										
	466	03/24 AP		09/10/23	0399168	CEDAR FALLS UTILITIES	653.32			09/22/23
						UTILITIES THRU 09/10/23				
						ACCOUNT TOTAL	653.32	.00	653.32	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
	398	03/24 AP		09/01/23	0399132	CENTURYLINK	60.22			09/14/23
						CEDAR RIVER GAUGE-AUG'23				
						ACCOUNT TOTAL	60.22	.00	60.22	
101-6633-423.85-01 UTILITIES / UTILITIES										
	466	03/24 AP		09/10/23	0399168	CEDAR FALLS UTILITIES	1,327.43			09/22/23
						UTILITIES THRU 09/10/23				
						ACCOUNT TOTAL	1,327.43	.00	1,327.43	
						FUND TOTAL	34,275.39	.00	34,275.39	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436		85-01			UTILITIES / UTILITIES					
	466	03/24 AP		09/10/23	0399168	CEDAR FALLS UTILITIES	275.46			09/22/23
						UTILITIES THRU 09/10/23				
						ACCOUNT TOTAL	275.46	.00	275.46	
206-6647-436.85-01 UTILITIES / UTILITIES										
	466	03/24 AP		09/10/23	0399168	CEDAR FALLS UTILITIES	654.72			09/22/23
						UTILITIES THRU 09/10/23				
						ACCOUNT TOTAL	654.72	.00	654.72	
						FUND TOTAL	930.18	.00	930.18	

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GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE	----
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
445		03/24	AP	09/19/23	0399152	EMAAD, LLC	6,495.07			09/20/23
						3283-PRCL#295-SIGN RELOC.				
						PROJECT#: 023283				
						ACCOUNT TOTAL	6,495.07	.00	6,495.07	
						FUND TOTAL	6,495.07	.00	6,495.07	
FUND 254 CABLE TV FUND										
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
445		03/24	AP	09/15/23	0399148	BOWMAN, DENNY	6.56			09/20/23
						RMB:ICE AND DRINK				
						DOUBLE HEADER-CF FOOTBALL				
						ACCOUNT TOTAL	6.56	.00	6.56	
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
466		03/24	AP	09/20/23	0399172	SIMPSON, MARK	100.00			09/22/23
						CF CROSS COUNTRY				
						ANNOUNCER				
						PROJECT#: 759				
445		03/24	AP	09/15/23	0399160	STOW, CHRISTIAN	225.00			09/20/23
						CF FOOTBALL-IC LIBERTY				
						CAMERA OPERATOR				
						PROJECT#: 759				
445		03/24	AP	09/15/23	0399161	SURMA, JOSEPH EDWARD	225.00			09/20/23
						CF FOOTBALL-IC LIBERTY				
						CAMERA OPERATOR				
						PROJECT#: 759				
445		03/24	AP	09/15/23	0399151	DEWITT, JASON	225.00			09/20/23
						CF FOOTBALL-IC LIBERTY				
						CAMERA OPERATOR				
						PROJECT#: 759				
445		03/24	AP	09/15/23	0399155	KRESS, AGNES M	125.00			09/20/23
						CF FOOTBALL-IC LIBERTY				
						CAMERA OPERATOR				
						PROJECT#: 759				
445		03/24	AP	09/15/23	0399157	OLSEN, DANIEL P	225.00			09/20/23
						CF FOOTBALL-IC LIBERTY				
						CAMERA OPERATOR				
						PROJECT#: 759				
445		03/24	AP	09/15/23	0399163	WILLIAMS, BRETT L	225.00			09/20/23
						CF FOOTBALL-IC LIBERTY				
						ANNOUNCER				
						PROJECT#: 759				
445		03/24	AP	09/15/23	0399159	SIMPSON, MARK	225.00			09/20/23
						CF FOOTBALL-IC LIBERTY				
						ANNOUNCER				
						PROJECT#: 759				
428		03/24	AP	09/14/23	0399138	DEWITT, JASON	100.00			09/18/23



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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
CF CROSS COUNTRY MEET CAMERA OPERATOR										
PROJECT#:		759								
428	03/24 AP	09/14/23	0399145		SURMA, JOSEPH EDWARD	100.00			09/18/23	
CF CROSS COUNTRY MEET CAMERA OPERATOR										
PROJECT#:		759								
428	03/24 AP	09/14/23	0399144		STOW, CHRISTIAN	100.00			09/18/23	
CF CROSS COUNTRY MEET CAMERA OPERATOR										
PROJECT#:		759								
428	03/24 AP	09/14/23	0399142		KRESS, AGNES M	100.00			09/18/23	
CF CROSS COUNTRY MEET CAMERA OPERATOR										
PROJECT#:		759								
428	03/24 AP	09/14/23	0399146		WALTERS, CLAYTON	100.00			09/18/23	
CF CROSS COUNTRY MEET CAMERA OPERATOR										
PROJECT#:		759								
ACCOUNT TOTAL							2,075.00	.00	2,075.00	
FUND TOTAL							2,081.56	.00	2,081.56	
FUND 258 PARKING FUND										
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
466	03/24 AP	09/10/23	0399168		CEDAR FALLS UTILITIES	15.75			09/22/23	
UTILITIES THRU 09/10/23										
ACCOUNT TOTAL							15.75	.00	15.75	
FUND TOTAL							15.75	.00	15.75	
FUND 261 TOURISM & VISITORS										
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.85-01 UTILITIES / UTILITIES										
466	03/24 AP	09/10/23	0399168		CEDAR FALLS UTILITIES	120.05			09/22/23	
UTILITIES THRU 09/10/23										
ACCOUNT TOTAL							120.05	.00	120.05	
262-1092-423.87-01 RENTALS / RENTALS										
428	03/24 AP	09/07/23	0399141		JODI WOODS	250.00			09/18/23	
REFUND-SECURITY DEPOSIT										
ACCOUNT TOTAL							250.00	.00	250.00	
FUND TOTAL							370.05	.00	370.05	

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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				
297-2253-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
445				03/24 AP 09/11/23	0399156	MOORE & CO INTERIORS	7,161.60			09/20/23
						FNL.PMT-CABINETS/COUNTERS				
						ACCOUNT TOTAL	7,161.60	.00	7,161.60	
						FUND TOTAL	7,161.60	.00	7,161.60	
FUND 298						HEARST CAPITAL				
FUND 311						DEBT SERVICE FUND				
FUND 402						WASHINGTON PARK FUND				
FUND 404						FEMA				
FUND 405						FLOOD RESERVE FUND				
FUND 407						VISION IOWA PROJECT				
FUND 408						STREET IMPROVEMENT FUND				
FUND 410						CORONAVIRUS LOCAL RELIEF				
FUND 430						2004 TIF BOND				
FUND 431						2014 BOND				
FUND 432						2003 BOND				
FUND 433						2001 TIF				
FUND 434						2000 BOND				
FUND 435						1999 TIF				
FUND 436						2012 BOND				
FUND 437						2018 BOND				
FUND 438						2020 BOND FUND				
FUND 439						2022 BOND FUND				
FUND 443						CAPITAL PROJECTS				
443-1220-431.94-33						CAPITAL PROJECTS / PROPERTY ACQUISITION				
466				03/24 AP 09/10/23	0399168	CEDAR FALLS UTILITIES	164.17			09/22/23
						UTILITIES THRU 09/10/23				
						ACCOUNT TOTAL	164.17	.00	164.17	
443-1220-431.98-88						CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD				
466				03/24 AP 09/22/23	0399166	BLACK HAWK CO.RECORDER	32.00			09/22/23
						3244-#211-WARRANTY DEED				
						DAVID & TAMARA NICOL				
PROJECT#:						023244				
466				03/24 AP 09/22/23	0399166	BLACK HAWK CO.RECORDER	5.00			09/22/23
						3244-PARCEL#211-DEED FEE				
						DAVID & TAMARA NICOL				
PROJECT#:						023244				
						ACCOUNT TOTAL	37.00	.00	37.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 443 CAPITAL PROJECTS										
					FUND TOTAL		201.17	.00	201.17	
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										
					551-6685-436.85-01 UTILITIES / UTILITIES					
	466			03/24	AP 09/10/23 0399168	CEDAR FALLS UTILITIES	1,392.44			09/22/23
					UTILITIES THRU 09/10/23					
					ACCOUNT TOTAL		1,392.44	.00	1,392.44	
					FUND TOTAL		1,392.44	.00	1,392.44	
FUND 552 SEWER RENTAL FUND										
					552-6665-436.85-01 UTILITIES / UTILITIES					
	466			03/24	AP 09/10/23 0399168	CEDAR FALLS UTILITIES	5,525.28			09/22/23
					UTILITIES THRU 09/10/23					
	466			03/24	AP 09/10/23 0399168	CEDAR FALLS UTILITIES	16,644.65			09/22/23
					UTILITIES THRU 09/10/23					
					ACCOUNT TOTAL		22,169.93	.00	22,169.93	
					FUND TOTAL		22,169.93	.00	22,169.93	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
					555-6630-432.85-01 UTILITIES / UTILITIES					
	466			03/24	AP 09/10/23 0399168	CEDAR FALLS UTILITIES	47.18			09/22/23
					UTILITIES THRU 09/10/23					
					ACCOUNT TOTAL		47.18	.00	47.18	
					FUND TOTAL		47.18	.00	47.18	

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FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078	441.81-43			PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES					
428		03/24 AP		09/10/23 0399137		CEDAR FALLS UTILITIES	10.00		09/18/23
				LIBRARY DOMAIN NAME		STATIC IP ADDRESS			
				ACCOUNT TOTAL			10.00	.00	10.00
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
398		03/24 AP		09/01/23 0399132		CENTURYLINK	72.22		09/14/23
				CITY PHONE SERV.-SEP'23					
				ACCOUNT TOTAL			72.22	.00	72.22
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS									
428		03/24 AP		09/10/23 0399137		CEDAR FALLS UTILITIES	3,320.00		09/18/23
				FIBERPOINT:8/11-9/10/23					
				ACCOUNT TOTAL			3,320.00	.00	3,320.00
				FUND TOTAL			3,402.22	.00	3,402.22
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS									
466		03/24 AP		09/21/23 0399165		ANDERSON, ALETA L.	243.00		09/22/23
				RMB:JUL.2023 HEALTH SEV.		MEDICARE-ALETA			
466		03/24 AP		09/21/23 0399165		ANDERSON, ALETA L.	243.00		09/22/23
				RMB:JUL.2023 HEALTH SEV.		MEDICARE-RICHARD			
466		03/24 AP		09/20/23 0399165		ANDERSON, ALETA L.	243.00		09/22/23
				RMB:AUG.2023 HEALTH SEV.		MEDICARE-ALETA			
466		03/24 AP		09/20/23 0399165		ANDERSON, ALETA L.	243.00		09/22/23
				RMB:AUG.2023 HEALTH SEV.		MEDICARE-RICHARD			
398		03/24 AP		09/08/23 0399133		REGENOLD, SHARON K.	266.40		09/14/23
				RMB:AUG.2023 HEALTH SEV.					
				ACCOUNT TOTAL			1,238.40	.00	1,238.40
				FUND TOTAL			1,238.40	.00	1,238.40

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FUND 682						HEALTH INSURANCE - FIRE			
FUND 685						VEHICLE MAINTENANCE FUND			
FUND 686						PAYROLL FUND			
686-0000-222.05-00						PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE			
450				03/24 AP 09/20/23	0399150	CEDAR VALLEY UNITED WAY	132.00		09/20/23
				3RD QTR.2023		CONTRIBUTION			
450				03/24 AP 09/20/23	0399149	CEDAR FALLS COMMUNITY FOUNDAT	10.00		09/20/23
				3RD QTR.2023		CONTRIBUTION			
						ACCOUNT TOTAL	142.00	.00	142.00
						FUND TOTAL	142.00	.00	142.00
FUND 687						WORKERS COMPENSATION FUND			
FUND 688						LTD INSURANCE FUND			
FUND 689						LIABILITY INSURANCE FUND			
FUND 724						TRUST & AGENCY			
FUND 727						GREENWOOD CEMETERY P-CARE			
FUND 728						FAIRVIEW CEMETERY P-CARE			
FUND 729						HILLSIDE CEMETERY P-CARE			
FUND 790						FLOOD LEVY			
						GRAND TOTAL	79,922.94	.00	79,922.94

# COUNCIL INVOICES FOR 10/02/23 MEETING

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GROUP	PO	ACCTG	----	TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT ----
FUND 101 GENERAL FUND								
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
402		04/24	AP	09/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.32	09/26/23
						1" X 2" STICKIE NOTES		
402		04/24	AP	09/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.05	09/26/23
						PAGE FLAGS/RUBBER BANDS		
						STAPLES/3" X 3" POST-ITS		
402		04/24	AP	09/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	22.78	09/26/23
						COPY PAPER		
439		04/24	AP	09/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52	09/26/23
						COPY PAPER		
439		04/24	AP	09/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.16	09/26/23
						POST IT NOTES		
439		04/24	AP	08/31/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.30	09/26/23
						HANGING FILE FOLDERS LGL		
						ACCOUNT TOTAL	32.13	.00 32.13
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
431		04/24	AP	09/01/23	0000000	ADVANCED BUSINESS SYSTEMS, IN	1,920.00	09/26/23
						ANNUAL MTC AGRMNT-POSTAGE		
						MACHINE 10/11/23-10/10/24		
						ACCOUNT TOTAL	1,920.00	.00 1,920.00
101-1008-441.87-01 RENTALS / RENTALS								
431		04/24	AP	09/13/23	0000000	QUADIENT, INC.	162.00	09/26/23
						RENTAL (POSTAGE METER)		
						10/13/23-01/12/24		
						ACCOUNT TOTAL	162.00	.00 162.00
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
431		04/24	AP	09/18/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	19.11	09/26/23
						MONTHLY PLANNER		
						CATHY		
402		04/24	AP	09/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.40	09/26/23
						1" X 2" STICKIE NOTES		
402		04/24	AP	09/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.79	09/26/23
						PAGE FLAGS/RUBBER BANDS		
						STAPLES/3" X 3" POST-ITS		
402		04/24	AP	09/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.70	09/26/23
						COPY PAPER		
						ACCOUNT TOTAL	27.00	.00 27.00
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
431		04/24	AP	09/18/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	31.64	09/26/23
						MONTHLY PLANNER		
						ANDREA & KATE		
402		04/24	AP	09/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.33	09/26/23
						1" X 2" STICKIE NOTES		
402		04/24	AP	09/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.05	09/26/23

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued									
402				04/24 AP 09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	28.49		09/26/23	
					COPY PAPER				
					ACCOUNT TOTAL	67.51	.00	67.51	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
431				04/24 AP 09/18/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	31.22		09/26/23	
					MONTHLY PLANNER COLLEEN & BAILEY				
402				04/24 AP 09/14/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.49		09/26/23	
					1" X 2" STICKIE NOTES				
402				04/24 AP 09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.24		09/26/23	
					PAGE FLAGS/RUBBER BANDS STAPLES/3" X 3" POST-ITS				
402				04/24 AP 09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	17.10		09/26/23	
					COPY PAPER				
					ACCOUNT TOTAL	51.05	.00	51.05	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION									
402				04/24 AP 09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.28		09/26/23	
					COPY PAPER				
					ACCOUNT TOTAL	2.28	.00	2.28	
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
402				04/24 AP 08/31/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		09/26/23	
					JOB AD:REC CTR-SPORTS/REC 08/31/23 DISPLAY/WEB				
402				04/24 AP 08/31/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		09/26/23	
					JOB AD:AQUATICS 08/31/23 DISPLAY/WEB				
402				04/24 AP 08/31/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		09/26/23	
					JOB AD:SEASONAL LABORER 08/31/23 DISPLAY/WEB				
431				04/24 AP 08/31/23	0000000 REGISTER MEDIA	3,233.35		09/26/23	
					JOB ADS:ENG.TECH/PS OFFCR CIVIL CAD TECH/WATER REC.				
402				04/24 AP 08/17/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		09/26/23	
					JOB AD:SEASONAL LABORER 08/17/23 DISPLAY/WEB				
402				04/24 AP 08/17/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		09/26/23	
					JOB AD:ENGINEERING TECHII 08/17/23 DISPLAY/WEB				
402				04/24 AP 08/17/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		09/26/23	
					JOB AD:CIVIL CAD/GIS TECH 08/17/23 DISPLAY/WEB				
402				04/24 AP 08/17/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		09/26/23	
					JOB AD:PT MAINT. WORKER 08/17/23 DISPLAY/WEB				
402				04/24 AP 08/17/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		09/26/23	
					JOB AD:AQUATICS 08/17/23 DISPLAY/WEB				
402				04/24 AP 08/17/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		09/26/23	
					JOB AD:REC CTR-SPORTS/REC 08/17/23 DISPLAY/WEB				
402				04/24 AP 08/03/23	0000000 CEDAR VALLEY SAVER, INC.	75.00		09/26/23	

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FUND 101 GENERAL FUND									
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES						continued			
402				04/24 AP 08/03/23 0000000	JOB AD:REC CTR-SPORTS/REC CEDAR VALLEY SAVER, INC.	75.00		09/26/23	
402				04/24 AP 08/03/23 0000000	JOB AD:AQUATICS CEDAR VALLEY SAVER, INC.	75.00		09/26/23	
					JOB AD:PT OFFICE ASST.				
					ACCOUNT TOTAL	4,133.35	.00	4,133.35	
101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG									
431				04/24 AP 09/20/23 0000000	WELLWORKS FOR YOU WELLNESS PROG. FEE-SEPT23	1,010.70		09/26/23	
431				04/24 AP 09/06/23 0000000	MERCYONE WELLNESS WELLNESS BLOOD DRAWS	1,798.00		09/26/23	
					ACCOUNT TOTAL	2,808.70	.00	2,808.70	
101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION									
402				04/24 AP 09/12/23 0000000	CARLSON DETTMANN CONSULTING L CIVIL SERVICE REVIEW	275.00		09/26/23	
					ACCOUNT TOTAL	275.00	.00	275.00	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
402				04/24 AP 09/14/23 0000000	OFFICE EXPRESS OFFICE PRODUCT 1" X 2" STICKIE NOTES	.25		09/26/23	
402				04/24 AP 09/13/23 0000000	OFFICE EXPRESS OFFICE PRODUCT PAGE FLAGS/RUBBER BANDS	1.12		09/26/23	
402				04/24 AP 09/13/23 0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.42		09/26/23	
					ACCOUNT TOTAL	4.79	.00	4.79	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									
402				04/24 AP 10/01/23 0000000	AHLERS AND COONEY, P.C. LEGAL SERVICES-OCT'23	3,900.00		09/26/23	
402				04/24 AP 10/01/23 0000000	SWISHER & COHRT, P.L.C. LEGAL SERVICES-OCT'23	2,600.00		09/26/23	
431				04/24 AP 09/06/23 0000000	TEAM SERVICES, INC. LGL:GREENHILL VILLAGE	11,500.65		09/26/23	
					PROJECT#: 023006				
431				04/24 AP 09/01/23 0000000	REDFERN,MASON,LARSEN & MOORE, LGL:GREENHILL VILL.9TH AD	1,864.00		09/26/23	
					PROJECT#: 023006				
431				04/24 AP 09/01/23 0000000	SWEENEY, MICHELLE 3006:WITNESS FEE-GREENHIL	1,260.00		09/26/23	
					01/01/22-12/31/22				



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FUND 101 GENERAL FUND									
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS						continued			
PROJECT#: 023006									
ACCOUNT TOTAL						21,124.65	.00	21,124.65	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT									
402		04/24 AP		10/01/23	0000000 SWISHER & COHRT, P.L.C.	1,000.00		09/26/23	
LEGAL SERVICES-OCT'23									
431		04/24 AP		09/11/23	0000000 SWISHER & COHRT, P.L.C.	405.00		09/26/23	
LGL:MISC/JURY TRIAL/APPL 6/23-7/10/23									
ACCOUNT TOTAL						1,405.00	.00	1,405.00	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
431		04/24 AP		09/20/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	15.82		09/26/23	
2024 PLANNER-RON									
402		04/24 AP		09/14/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.25		09/26/23	
1" X 2" STICKIE NOTES									
402		04/24 AP		09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.12		09/26/23	
PAGE FLAGS/RUBBER BANDS STAPLES/3" X 3" POST-ITS									
402		04/24 AP		09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.14		09/26/23	
COPY PAPER									
ACCOUNT TOTAL						18.33	.00	18.33	
101-1118-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
402		04/24 AP		08/15/23	0000000 GRANT WRITING USA	495.00		09/26/23	
REG:GRANT WRITING-HUISMAN 9/11-9/12/23-DES MOINES									
ACCOUNT TOTAL						495.00	.00	495.00	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
402		04/24 AP		09/14/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.25		09/26/23	
1" X 2" STICKIE NOTES									
402		04/24 AP		09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.12		09/26/23	
PAGE FLAGS/RUBBER BANDS STAPLES/3" X 3" POST-ITS									
402		04/24 AP		09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.14		09/26/23	
COPY PAPER									
ACCOUNT TOTAL						2.51	.00	2.51	
101-1158-441.83-03 TRANSPORTATION&EDUCATION / OUTINGS/DINNERS/AWARDS									
431		04/24 AP		05/18/23	0000000 VOLUNTEER CENTER OF CEDAR VAL	1,050.00		09/26/23	
SPONSORSHIP-VOL/TEEN AWRD LUNCHEON									
ACCOUNT TOTAL						1,050.00	.00	1,050.00	

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FUND 101 GENERAL FUND										
101-1199-431.88-01						OUTSIDE AGENCIES / MET - CF DISABLED				
402		04/24 AP		10/01/23	0000000	METROPOLITAN TRANSIT AUTHORIT	9,420.00		09/26/23	
						PAYMENT FOR FY24-2ND QTR				
						ACCOUNT TOTAL	9,420.00	.00	9,420.00	
101-1199-431.88-02 OUTSIDE AGENCIES / MET-RTC										
402		04/24 AP		10/01/23	0000000	METROPOLITAN TRANSIT AUTHORIT	6,275.00		09/26/23	
						PAYMENT FOR FY24-2ND QTR				
						ACCOUNT TOTAL	6,275.00	.00	6,275.00	
101-1199-431.88-11 OUTSIDE AGENCIES / MET TRANSIT AUTHORITY										
402		04/24 AP		10/01/23	0000000	METROPOLITAN TRANSIT AUTHORIT	89,195.00		09/26/23	
						PAYMENT FOR FY24-2ND QTR				
						ACCOUNT TOTAL	89,195.00	.00	89,195.00	
101-1199-431.88-12 OUTSIDE AGENCIES / MET CAPITAL REPLACEMENT										
402		04/24 AP		10/01/23	0000000	VEHICLE MAINTENANCE FUND	4,400.00		09/26/23	
						PAYMENT FOR FY24-2ND QTR				
						ACCOUNT TOTAL	4,400.00	.00	4,400.00	
101-1199-431.88-19 OUTSIDE AGENCIES / MET-ROUTE 9										
402		04/24 AP		10/01/23	0000000	METROPOLITAN TRANSIT AUTHORIT	9,295.00		09/26/23	
						PAYMENT FOR FY24-2ND QTR				
						ACCOUNT TOTAL	9,295.00	.00	9,295.00	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
431		04/24 AP		09/12/23	0000000	COURIER COMMUNICATIONS	141.75		09/26/23	
						NEWSPAPER SUBSCRIPTION				
						10/6/23-10/5/23				
						ACCOUNT TOTAL	141.75	.00	141.75	
101-1199-441.88-20 OUTSIDE AGENCIES / LOBBYIST										
402		04/24 AP		10/01/23	0000000	COPE MURPHY+CO LLP	4,500.00		09/26/23	
						LOBBYING FEE-OCTOBER 2023				
						ACCOUNT TOTAL	4,500.00	.00	4,500.00	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										

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FUND 101 GENERAL FUND										
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
439		04/24 AP		09/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.29		09/26/23	
439		04/24 AP		09/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT POST IT NOTES	.16		09/26/23	
439		04/24 AP		08/31/23	0000000	OFFICE EXPRESS OFFICE PRODUCT HANGING FILE FOLDERS LGL	.30		09/26/23	
ACCOUNT TOTAL							2.75	.00	2.75	
101-2205-432.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
431		04/24 AP		09/12/23	0000000	COURIER COMMUNICATIONS NEWSPAPER SUBSCRIPTION 10/6/23-10/5/23	141.75		09/26/23	
ACCOUNT TOTAL							141.75	.00	141.75	
101-2205-432.88-10 OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH										
402		04/24 AP		10/01/23	0000000	BLACK HAWK CO.HEALTH DEPT. PAYMENT FOR FY24-2ND QTR	3,250.00		09/26/23	
ACCOUNT TOTAL							3,250.00	.00	3,250.00	
101-2205-432.88-38 OUTSIDE AGENCIES / CEDAR VALLEY SOCCER										
402		04/24 AP		10/01/23	0000000	CEDAR VALLEY YOUTH SOCCER ASS PAYMENT FOR FY24-2ND QTR	2,500.00		09/26/23	
ACCOUNT TOTAL							2,500.00	.00	2,500.00	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
439		04/24 AP		09/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	9.50		09/26/23	
439		04/24 AP		09/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT POST IT NOTES	1.35		09/26/23	
439		04/24 AP		08/31/23	0000000	OFFICE EXPRESS OFFICE PRODUCT HANGING FILE FOLDERS LGL	2.50		09/26/23	
ACCOUNT TOTAL							13.35	.00	13.35	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
439		04/24 AP		09/08/23	0000000	PROFESSIONAL LAWN CARE, LLC CODE MOW-501 CLAY & LIMB CLEAN UP	190.00		09/26/23	
439		04/24 AP		09/08/23	0000000	PROFESSIONAL LAWN CARE, LLC CODE MOW-807 CLAY	95.00		09/26/23	
ACCOUNT TOTAL							285.00	.00	285.00	

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE	----
FUND 101 GENERAL FUND										
101-2235-412.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
402		04/24	AP	08/15/23	0000000	WERTJES UNIFORMS	175.00			09/26/23
						SAFETY SHOES-J HENDERSON P.O. #56880				
						ACCOUNT TOTAL	175.00	.00	175.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
439		04/24	AP	09/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.58			09/26/23
						COPY PAPER				
439		04/24	AP	09/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.65			09/26/23
						POST IT NOTES				
439		04/24	AP	08/31/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.20			09/26/23
						HANGING FILE FOLDERS LGL				
						ACCOUNT TOTAL	9.43	.00	9.43	
101-2245-442.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
431		04/24	AP	09/12/23	0000000	COURIER COMMUNICATIONS	141.75			09/26/23
						NEWSPAPER SUBSCRIPTION 10/6/23-10/5/23				
						ACCOUNT TOTAL	141.75	.00	141.75	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
447		04/24	AP	09/18/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	26.36			09/26/23
						2024 PLANNER				
447		04/24	AP	09/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	74.83			09/26/23
						CARD HOLDERS,24 PLANNERS, TAB DIVIDERS				
447		04/24	AP	09/07/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	47.94			09/26/23
						POST IT NOTE PADS				
						ACCOUNT TOTAL	149.13	.00	149.13	
101-2253-423.72-30 OPERATING SUPPLIES / REC CENTER EQUIP. & SUPP.										
447		04/24	AP	09/06/23	0000000	M.R. NYREN COMPANY	766.67			09/26/23
						30 DOZ TOWELS				
						ACCOUNT TOTAL	766.67	.00	766.67	
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT										
447		04/24	AP	08/25/23	0000000	XPRESSIONS	782.60			09/26/23
						YOUTH VOLLEYBALL SHIRTS				
						ACCOUNT TOTAL	782.60	.00	782.60	

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FUND 101 GENERAL FUND										
101-2253-423.72-38 OPERATING SUPPLIES / STAFF SHIRTS										
447		04/24 AP		09/13/23	0000000	SERVICEWEAR APPAREL, INC. STAFF CAP	11.95		09/26/23	
		ACCOUNT TOTAL					11.95	.00	11.95	
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS										
447		04/24 AP		06/23/23	0000000	ACCO UNLIMITED CORPORATION	2,204.20		09/26/23	
447		04/24 AP		06/23/23	0000000	ACID / CHLORINE DELIVERY ACCO UNLIMITED CORPORATION	537.50		09/26/23	
447		04/24 AP		06/05/23	0000000	SODIUM BICARB ACCO UNLIMITED CORPORATION	1,713.00		09/26/23	
		ACCOUNT TOTAL					4,454.70	.00	4,454.70	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
447		04/24 AP		09/05/23	0000000	BUILDERS SELECT LLC PLYWOOD-COVER GYM FLOOR	135.92		09/26/23	
		ACCOUNT TOTAL					135.92	.00	135.92	
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
447		04/24 AP		09/13/23	0000000	ROYALTURF INC AUG PLANT BED MAINT.	393.75		09/26/23	
447		04/24 AP		08/31/23	0000000	ACCO UNLIMITED CORPORATION 2023 FILTER CLEANING	4,458.20		09/26/23	
		ACCOUNT TOTAL					4,851.95	.00	4,851.95	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
438		04/24 AP		09/15/23	0000000	SIGNS & DESIGNS, INC. REPRINT OF TP ARTIST BIOS	30.00		09/26/23	
		ACCOUNT TOTAL					30.00	.00	30.00	
101-2280-423.72-73 OPERATING SUPPLIES / GROUNDS SUPPLIES										
438		04/24 AP		09/11/23	0000000	O'DONNELL ACE HARDWARE LI-ION BLOWER	199.99		09/26/23	
		ACCOUNT TOTAL					199.99	.00	199.99	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
438		04/24 AP		09/15/23	0000000	ARAMARK	13.74		09/26/23	

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FUND 101 GENERAL FUND									
101-2280-423.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				continued
					MAT SERVICE				
438		04/24 AP		09/14/23	0000000 HOFFMAN, BETH	350.00		09/26/23	
					10/29 MEMOIR WRITING WRKP				
438		04/24 AP		09/14/23	0000000 SCHUERMAN, SUSANNA L	140.00		09/26/23	
					10/7 EARTH WHISPERERS				
438		04/24 AP		09/12/23	0000000 CASS, FELICIA	140.00		09/26/23	
					10/7 EARTH WHISPERERS				
438		04/24 AP		08/31/23	0000000 CLEVELAND DESIGN + PHOTO, INC	360.00		09/26/23	
					6 WEEKS SURFACE DESIGN				
					9/7-10/12 INSTRUCTOR				
					ACCOUNT TOTAL	1,003.74	.00	1,003.74	
101-2280-423.81-06					PROFESSIONAL SERVICES / PRINTING & PUBLICATION				
438		04/24 AP		08/17/23	0000000 COPYWORKS	525.00		09/26/23	
					TP75 GALLERY GUIDES				
					ACCOUNT TOTAL	525.00	.00	525.00	
101-2280-423.89-33					MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM				
438		04/24 AP		09/19/23	0000000 STICKFORT ELECTRIC CO., INC.	792.00		09/26/23	
					WASHER/DRYER ELECTRICAL				
438		04/24 AP		09/19/23	0000000 STICKFORT ELECTRIC CO., INC.	1,120.00		09/26/23	
					TRACK LIGHTING INSTALL				
					FOR HUBER GALLERY WALL				
					ACCOUNT TOTAL	1,912.00	.00	1,912.00	
101-4511-414.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
402		04/24 AP		09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	9.12		09/26/23	
					COPY PAPER				
					ACCOUNT TOTAL	9.12	.00	9.12	
101-4511-414.72-02					OPERATING SUPPLIES / LAUNDRY				
424		04/24 AP		09/15/23	0000000 ARAMARK	24.60		09/26/23	
					TOWELS/MATS -PSS BUILDING				
424		04/24 AP		09/15/23	0000000 ARAMARK	7.25		09/26/23	
					TOWELS - STATION 2				
					ACCOUNT TOTAL	31.85	.00	31.85	
101-4511-414.72-09					OPERATING SUPPLIES / EQUIPMENT REPAIR				
424		04/24 AP		09/17/23	0000000 MENARDS-CEDAR FALLS	12.95		09/26/23	
					REPL PULL ROPE GAS FAN				
					FOR TRUCK 511/ARMOR ALL				
					ACCOUNT TOTAL	12.95	.00	12.95	

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FUND 101 GENERAL FUND									
101-4511-414.72-20					OPERATING SUPPLIES / OFFICERS EQUIPMENT				
424		04/24 AP		08/29/23	0000000 SANDRY FIRE SUPPLY, L.L.C.	6,241.68		09/26/23	
					FIRE GEAR;PANT/COAT SCHARNAU;LUCK				
424		04/24 AP		08/25/23	0000000 SANDRY FIRE SUPPLY, L.L.C.	3,120.84		09/26/23	
					FIRE GEAR;PANT/COAT RICHTER				
					ACCOUNT TOTAL	9,362.52	.00	9,362.52	
101-4511-414.81-71 PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH									
422		04/24 AP		09/20/23	0000000 BLACK HAWK CO.AUDITOR	82,590.74		09/26/23	
					FY24 Q2 CONSOLIDATED COMM				
					ACCOUNT TOTAL	82,590.74	.00	82,590.74	
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
424		04/24 AP		09/05/23	0000000 PROSHIELD FIRE & SECURITY	580.25		09/26/23	
					SEMI-ANNL INPSECT/SERVICE 4600 S MAIN				
					ACCOUNT TOTAL	580.25	.00	580.25	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
424		04/24 AP		09/11/23	0000000 GALLS, LLC	97.35		09/26/23	
					FIRE UNIFORM-SCHMIDT 2 PANTS				
424		04/24 AP		09/11/23	0000000 GALLS, LLC		101.96	09/26/23	
					FIRE UNIFORM-COPP CREDIT FOR RETURNED BOOTS				
424		04/24 AP		08/28/23	0000000 WERTJES UNIFORMS	44.50		09/26/23	
					FIRE UNIFORM -ZOLONDEK PATCHES SEWN ON/CHANGED				
424		04/24 AP		08/21/23	0000000 WERTJES UNIFORMS	124.50		09/26/23	
					FIRE UNIFORM -ZOLONDEK 2 S/S SHIRTS &PATCH SEWN				
424		04/24 AP		08/07/23	0000000 WERTJES UNIFORMS	8.50		09/26/23	
					FIRE UNIFORM -KRUEGER NAME EMBROID & PATCH SEWN				
424		04/24 AP		08/07/23	0000000 WERTJES UNIFORMS	66.00		09/26/23	
					FIRE UNIFORM -ZOLONDEK NAME/SERVE SINCE PIN				
					ACCOUNT TOTAL	340.85	101.96	238.89	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
422		04/24 AP		09/14/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	165.41		09/26/23	
					OFFICE SUPPLIES- PAPER;PAID STAMP;LTR OPNR				
402		04/24 AP		09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	5.70		09/26/23	
					COPY PAPER				
					ACCOUNT TOTAL	171.11	.00	171.11	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									

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FUND 101 GENERAL FUND									
101-5521-415.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				continued
422		04/24 AP		09/15/23	00000000 SIGNS BY TOMORROW	510.50		09/26/23	
					PINK RIBBON GRAPHICS #12				
424		04/24 AP		09/15/23	00000000 ARAMARK	18.61		09/26/23	
					MATS-PSS BUILDING				
422		04/24 AP		09/11/23	00000000 GIBSON SPECIALTY CO.	153.00		09/26/23	
					36 OFCR NAME PLATES				
422		04/24 AP		09/11/23	00000000 MENARDS-CEDAR FALLS	82.97		09/26/23	
					TRAINING SUPPLIES				
422		04/24 AP		09/09/23	00000000 FAREWAY STORES INC. #190	19.99		09/26/23	
					PROPANE REFILL				
422		04/24 AP		07/31/23	00000000 KELTEK INCORPORATED	6,017.65		09/26/23	
					SWAT VAN CUSTOMIZATION				
					ACCOUNT TOTAL	6,802.72	.00	6,802.72	
101-5521-415.72-20					OPERATING SUPPLIES / OFFICERS EQUIPMENT				
422		04/24 AP		07/31/23	00000000 KELTEK INCORPORATED	10,000.00		09/26/23	
					SWAT VAN CUSTOMIZATION				
422		04/24 AP		07/28/23	00000000 WERTJES UNIFORMS	32.99		09/26/23	
					OPT.EQUIP ALLOW-SCHARNA CUFFS				
					ACCOUNT TOTAL	10,032.99	.00	10,032.99	
101-5521-415.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
422		04/24 AP		08/31/23	00000000 VIQ SOLUTIONS, INC	117.41		09/26/23	
					INVEST. TRANSCRIPTION SVC #23-047923				
					ACCOUNT TOTAL	117.41	.00	117.41	
101-5521-415.81-71					PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH				
422		04/24 AP		09/20/23	00000000 BLACK HAWK CO.AUDITOR	165,206.26		09/26/23	
					FY24 Q2 CONSOLIDATED COMM				
					ACCOUNT TOTAL	165,206.26	.00	165,206.26	
101-5521-415.86-01					REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
424		04/24 AP		09/05/23	00000000 PROSHIELD FIRE & SECURITY	580.25		09/26/23	
					SEMI-ANNL INPSECT/SERVICE 4600 S MAIN				
					ACCOUNT TOTAL	580.25	.00	580.25	
101-5521-415.89-40					MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
422		04/24 AP		08/21/23	00000000 WERTJES UNIFORMS	42.95		09/26/23	
					OFFCR UNFRM ALLOW-COPP GLOVES				



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FUND 101 GENERAL FUND									
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE					continued				
422		04/24	AP	08/02/23	0000000 WERTJES UNIFORMS	41.95		09/26/23	
					OFFCR UNFRM ALLOW-REIMERS GLOVES				
422		04/24	AP	08/02/23	0000000 WERTJES UNIFORMS	33.00		09/26/23	
					OFFCR UNFRM ALLOW-SITZMAN NAME/SERVE SINCE PIN				
422		04/24	AP	07/31/23	0000000 WERTJES UNIFORMS	145.58		09/26/23	
					OFFCR UNFRM ALLOW-PUTNEY 1 L/S SHIRT;1 S/S SHIRT				
422		04/24	AP	07/28/23	0000000 WERTJES UNIFORMS	89.00		09/26/23	
					OFFCR UNFRM ALLOW-RUSSELL SHORTS				
422		04/24	AP	07/28/23	0000000 WERTJES UNIFORMS	48.00		09/26/23	
					OFFCR UNFRM-RUSSELL INNER BELT				
422		04/24	AP	07/28/23	0000000 WERTJES UNIFORMS	192.44		09/26/23	
					OFFCR UNFRM ALLOW-SCHARNA L/S SHIRT,PANTS,GLOVES				
422		04/24	AP	07/25/23	0000000 WERTJES UNIFORMS	128.60		09/26/23	
					OFFCR UNFRM ALLOW-HOWARD 2 L/S SHIRTS W PATCHES				
422		04/24	AP	07/25/23	0000000 WERTJES UNIFORMS	16.00		09/26/23	
					OFFCR UNFRM ALLOW LECHTENBRG-CHG PATCH VEST				
422		04/24	AP	07/15/23	0000000 WERTJES UNIFORMS	62.00		09/26/23	
					OFFCR UNFRM ALLOW-HAISLET SHORTS				
422		04/24	AP	07/12/23	0000000 WERTJES UNIFORMS	10.00		09/26/23	
					OFFCR UNFRM ALLOW LECHTENBRG-PATCHES CHNGED				
422		04/24	AP	07/06/23	0000000 WERTJES UNIFORMS	14.00		09/26/23	
					OFFCR UNFRM ALLOW-HOEFT 2 PANTS HEMMED				
422		04/24	AP	07/06/23	0000000 WERTJES UNIFORMS	115.00		09/26/23	
					OFFCR UNFRM ALLOW-LUCK JACKET W/ PATCHES				
422		04/24	AP	07/05/23	0000000 WERTJES UNIFORMS	278.00		09/26/23	
					OFFCR UNFRM ALLOW-MIXDORF ROCKY BOOTS				
					ACCOUNT TOTAL	1,216.52	.00	1,216.52	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
422		04/24	AP	09/06/23	0000000 CEDAR BEND HUMANE SOCIETY	5,704.50		09/26/23	
					AUG'23 ANIMAL SURRENDER				
422		04/24	AP	09/05/23	0000000 WATERLOO, CITY OF	7,351.05		09/26/23	
					ANIMAL CALLS;8/1-8/31/23				
					ACCOUNT TOTAL	13,055.55	.00	13,055.55	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
457		04/24	AP	09/18/23	0000000 CITY LAUNDERING CO.	69.19		09/26/23	
					FIRST AID FOR CEMETERY				
					ACCOUNT TOTAL	69.19	.00	69.19	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
436		04/24	AP	09/14/23	0000000 O'DONNELL ACE HARDWARE	36.77		09/26/23	
					DUSTING SUPPLIES				

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FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
PROJECT#: 062503									
436		04/24 AP		09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	923.75		09/26/23	
RUBBER BAND, LINERS, TISSUE HANDSOAP									
PROJECT#: 062503									
436		04/24 AP		09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	71.76		09/26/23	
DETERGENT									
PROJECT#: 062507									
436		04/24 AP		09/12/23	0000000 O'DONNELL ACE HARDWARE	89.66		09/26/23	
WRENCH AND SOCKET									
PROJECT#: 062506									
436		04/24 AP		09/08/23	0000000 O'DONNELL ACE HARDWARE	6.99		09/26/23	
GORILLA GLUE									
PROJECT#: 062506									
436		04/24 AP		09/08/23	0000000 O'DONNELL ACE HARDWARE	1.36		09/26/23	
NUTS & BOLTS									
PROJECT#: 062506									
436		04/24 AP		09/08/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	352.01		09/26/23	
MOP HEADS AND TOWELS									
PROJECT#: 062507									
436		04/24 AP		09/06/23	0000000 JOHNSTONE SUPPLY OF WATERLOO	1,570.62		09/26/23	
HVAC FILTERS									
PROJECT#: 062506									
436		04/24 AP		09/06/23	0000000 ULINE, INC.	175.42		09/26/23	
BOLLARD COVER									
PROJECT#: 062503									
ACCOUNT TOTAL						3,228.34	.00	3,228.34	
101-6616-446.72-17 OPERATING SUPPLIES / UNIFORMS									
446		04/24 AP		09/07/23	0000000 SERVICEWEAR APPAREL, INC.	87.96		09/26/23	
UNIFORMS FOR PUB BUILDING									
ACCOUNT TOTAL						87.96	.00	87.96	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
457		04/24 AP		09/08/23	0000000 MENARDS-CEDAR FALLS	27.40		09/26/23	
WEATHER STRIPPING									
PROJECT#: 062506									
436		04/24 AP		09/05/23	0000000 CHRISTIE DOOR COMPANY	517.50		09/26/23	
OVERHEAD DOOR REPAIR FLEET MAINT. SHOP									
PROJECT#: 062506									
436		04/24 AP		07/18/23	0000000 KW ELECTRIC, INC.	1,951.12		09/26/23	
LIGHTING REPAIRS									
PROJECT#: 062511									
ACCOUNT TOTAL						2,496.02	.00	2,496.02	

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FUND 101 GENERAL FUND								
101-6616-446	81-08	PROFESSIONAL SERVICES / PEST CONTROL						
436	04/24 AP	09/06/23	0000000	0000000	PLUNKETT'S PEST CONTROL, INC	83.46		09/26/23
		PEST CONTROL						
	PROJECT#:	062509						
ACCOUNT TOTAL						83.46	.00	83.46
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS								
446	04/24 AP	09/15/23	0000000	0000000	ARAMARK	31.35		09/26/23
		MAT SERVICE						
	PROJECT#:	062501						
446	04/24 AP	09/15/23	0000000	0000000	ARAMARK	134.80		09/26/23
		MAT AND TOWEL SERVICE						
	PROJECT#:	062506						
436	04/24 AP	09/06/23	0000000	0000000	WOODMAN CONTROLS COMPANY	579.12		09/26/23
		CONDENSATE OVERFLOW			SAFETY SWITCHES			
	PROJECT#:	062501						
436	04/24 AP	09/05/23	0000000	0000000	PROSHIELD FIRE & SECURITY	198.50		09/26/23
		FIRE HOOD CLEANING AND			EXTINGUISHER INSPECTION			
	PROJECT#:	062508						
436	04/24 AP	09/05/23	0000000	0000000	PROSHIELD FIRE & SECURITY	43.00		09/26/23
		FIRE EXTINGUISHER INSPECT						
	PROJECT#:	062503						
436	04/24 AP	07/26/23	0000000	0000000	PROSHIELD FIRE & SECURITY	4,350.25		09/26/23
		FIRE EXTINGUISHER SERVICE			AND REPLACEMENT			
	PROJECT#:	062506						
ACCOUNT TOTAL						5,337.02	.00	5,337.02
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING								
436	04/24 AP	08/30/23	0000000	0000000	AIRE SERV.OF THE CEDAR VALLEY	922.20		09/26/23
		HVAC REPAIRS			REC CENTER			
	PROJECT#:	062507						
436	04/24 AP	08/30/23	0000000	0000000	AIRE SERV.OF THE CEDAR VALLEY	319.00		09/26/23
		HVAC REPAIRS			FIRE STATION #1			
	PROJECT#:	062510						
ACCOUNT TOTAL						1,241.20	.00	1,241.20
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
439	04/24 AP	09/11/23	0000000	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.50		09/26/23
		COPY PAPER						
439	04/24 AP	09/11/23	0000000	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.98		09/26/23
		POST IT NOTES						
439	04/24 AP	08/31/23	0000000	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.68		09/26/23
		HANGING FILE FOLDERS LGL						
ACCOUNT TOTAL						15.16	.00	15.16

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FUND 101 GENERAL FUND										
101-6625-432.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
431		04/24 AP		09/12/23	0000000	COURIER COMMUNICATIONS	141.75		09/26/23	
						NEWSPAPER SUBSCRIPTION				10/6/23-10/5/23
						ACCOUNT TOTAL	141.75	.00	141.75	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
457		04/24 AP		09/19/23	0000000	COVERUP, LTD.	3,070.00		09/26/23	
						#2112 TRUCK ACCESSORIES				
457		04/24 AP		09/14/23	0000000	MENARDS-CEDAR FALLS	125.76		09/26/23	
						LUMBER FOR BRIDGE REPAIRS				CEDAR PRAIRIE TRAIL
457		04/24 AP		09/13/23	0000000	MENARDS-CEDAR FALLS	63.16		09/26/23	
						LUMBER FOR BRIDGE REPAIRS				
457		04/24 AP		09/13/23	0000000	MENARDS-CEDAR FALLS	62.46		09/26/23	
						LUMBER FOR BRIDGE REPAIRS				
457		04/24 AP		09/12/23	0000000	MENARDS-CEDAR FALLS	384.11		09/26/23	
						LUMBER FOR BRIDGE REPAIRS				
446		04/24 AP		09/07/23	0000000	SERVICEWEAR APPAREL, INC.	354.54		09/26/23	
						UNIFORMS FOR PARKS				
446		04/24 AP		09/07/23	0000000	SERVICEWEAR APPAREL, INC.	216.08		09/26/23	
						UNIFORMS FOR PARKS				
446		04/24 AP		09/05/23	0000000	FASTENAL COMPANY	194.18		09/26/23	
						GLOVES				
425		04/24 AP		08/31/23	0000000	BMC AGGREGATES L.C.	468.46		09/26/23	
						ROCK				
425		04/24 AP		08/31/23	0000000	CULLIGAN WATER CONDITIONING	47.49		09/26/23	
						WATER FOR 606 UNION				
						ACCOUNT TOTAL	4,986.24	.00	4,986.24	
						FUND TOTAL	485,946.16	101.96	485,844.20	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-17						OPERATING SUPPLIES / UNIFORMS				
457		04/24 AP		09/14/23	0000000	NORTH AMERICAN SAFETY, INC	380.00		09/26/23	
						HI VISION FOR STREETS				
446		04/24 AP		09/07/23	0000000	SERVICEWEAR APPAREL, INC.	789.72		09/26/23	
						UNIFORMS FOR STREETS				
446		04/24 AP		09/07/23	0000000	SERVICEWEAR APPAREL, INC.	383.01		09/26/23	
						UNIFORMS FOR STREETS				
						ACCOUNT TOTAL	1,552.73	.00	1,552.73	
206-6637-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
446		04/24 AP		09/05/23	0000000	FASTENAL COMPANY	194.17		09/26/23	

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES							continued			
GLOVES										
ACCOUNT TOTAL							194.17	.00	194.17	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
425		04/24 AP		09/12/23	0000000	BITUMINOUS MATERIALS & SUPPLY	2,125.45		09/26/23	
CRS-2 FOR SPRAY PATCHING										
436		04/24 AP		09/09/23	0000000	ASPRO, INC.	106.08		09/26/23	
ASPHALT										
436		04/24 AP		09/09/23	0000000	ASPRO, INC.	217.26		09/26/23	
ASPHALT										
425		04/24 AP		09/08/23	0000000	BENTON'S READY MIX CONCRETE, GREENHILL RD	903.50		09/26/23	
CFU PATCH										
PROJECT#: 062436										
425		04/24 AP		09/08/23	0000000	GIERKE-ROBINSON COMPANY, INC.	52.27		09/26/23	
WHITE CORE										
425		04/24 AP		09/07/23	0000000	BENTON'S READY MIX CONCRETE, ORCHARD DR	1,529.00		09/26/23	
CFU PATCH										
PROJECT#: 062436										
425		04/24 AP		09/07/23	0000000	MENARDS-CEDAR FALLS	59.88		09/26/23	
CFU FORM LUMBER										
PROJECT#: 062436										
425		04/24 AP		09/07/23	0000000	MENARDS-CEDAR FALLS	5.96		09/26/23	
CFU FORM LUMBER										
PROJECT#: 062436										
425		04/24 AP		09/01/23	0000000	BENTON'S READY MIX CONCRETE, DONALD ST	486.00		09/26/23	
MANHOLES										
425		04/24 AP		08/31/23	0000000	ASPRO, INC.	206.04		09/26/23	
ASPHALT										
425		04/24 AP		08/31/23	0000000	ASPRO, INC.	1,040.83		09/26/23	
HOT MIX AND TACK OIL										
ACCOUNT TOTAL							6,732.27	.00	6,732.27	
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM										
430		04/24 AP		09/13/23	0000000	VIETH CONSTRUCTION CORPORATIO	23,575.67		09/26/23	
3298-2023 ALLEY RECON										
PROJECT#: 023298										
ACCOUNT TOTAL							23,575.67	.00	23,575.67	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
430		04/24 AP		09/14/23	0000000	PETERSON CONTRACTORS	140,397.11		09/26/23	
3240-W 27TH STREET RECON										
PROJECT#: 023240										
430		04/24 AP		09/12/23	0000000	AECOM TECHNICAL SERVICES, INC	4,672.79		09/26/23	

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS							continued			
3240-W 27TH ST RECON THROUGH 09/08/23										
PROJECT#: 023240										
ACCOUNT TOTAL							145,069.90	.00	145,069.90	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
425 04/24 AP 09/01/23 0000000 ECHO GROUP, INC.							383.08			09/26/23
ELECTRICAL SUPPLIES										
ACCOUNT TOTAL							383.08	.00	383.08	
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS										
425 04/24 AP 08/31/23 0000000 O'DONNELL ACE HARDWARE							113.41			09/26/23
WIRE CUTTER/HEX KEY/PLIER MAGNETIC TAPE/KEY RINGS										
ACCOUNT TOTAL							113.41	.00	113.41	
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
425 04/24 AP 09/01/23 0000000 FASTENAL COMPANY							23.52			09/26/23
GLOVES										
ACCOUNT TOTAL							23.52	.00	23.52	
206-6647-436.72-62 OPERATING SUPPLIES / PAINT										
425 04/24 AP 08/03/23 0000000 DIAMOND VOGEL PAINT - #64/#55							291.70			09/26/23
PAINT										
ACCOUNT TOTAL							291.70	.00	291.70	
FUND TOTAL							177,936.45	.00	177,936.45	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
402 04/24 AP 09/13/23 0000000 OFFICE EXPRESS OFFICE PRODUCT							3.42			09/26/23
COPY PAPER										
439 04/24 AP 09/11/23 0000000 OFFICE EXPRESS OFFICE PRODUCT							13.24			09/26/23
TAPE DISPENSER, STAPLER, CLIP DISPENSER, SCISSORS										
439 04/24 AP 09/11/23 0000000 OFFICE EXPRESS OFFICE PRODUCT							1.52			09/26/23
COPY PAPER										
439 04/24 AP 09/11/23 0000000 OFFICE EXPRESS OFFICE PRODUCT							.27			09/26/23
POST IT NOTES										

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued										
439		04/24 AP		08/31/23	0000000	OFFICE EXPRESS OFFICE PRODUCT HANGING FILE FOLDERS LGL	.50			09/26/23
ACCOUNT TOTAL							18.95	.00	18.95	
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
439		04/24 AP		09/01/23	0000000	ONE SOURCE THE BACKGROUND CHE AUG'23 APPLICANTS SEC 8	174.00			09/26/23
ACCOUNT TOTAL							174.00	.00	174.00	
FUND TOTAL							192.95	.00	192.95	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
402		04/24 AP		09/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28			09/26/23
439		04/24 AP		09/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	.38			09/26/23
439		04/24 AP		09/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT POST IT NOTES	.05			09/26/23
439		04/24 AP		08/31/23	0000000	OFFICE EXPRESS OFFICE PRODUCT HANGING FILE FOLDERS LGL	.10			09/26/23
ACCOUNT TOTAL							2.81	.00	2.81	
FUND TOTAL							2.81	.00	2.81	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON										
430		04/24 AP		09/14/23	0000000	SCHMITT CONSTRUCTION CO.INC., 3271-N CEDAR HEIGHTS PH1	75,144.52			09/26/23
PROJECT#:					023271					
430		04/24 AP		09/12/23	0000000	AECOM TECHNICAL SERVICES, INC 3271-N CEDAR HEIGHTS PH1 08/12-09/08/23	4,069.23			09/26/23
PROJECT#:					023271					
430		04/24 AP		09/06/23	0000000	AECOM TECHNICAL SERVICES, INC 3271-N CEDAR HEIGHTS PH1 08/05-09/01/23 SURVEY	2,819.82			09/26/23
PROJECT#:					023271					
430		04/24 AP		08/30/23	0000000	CEDAR FALLS UTILITIES 3271-N CEDAR HEIGHTS PH1 RIDGEWOOD/GREENWOOD	4,076.76			09/26/23
PROJECT#:					023271					
ACCOUNT TOTAL							86,110.33	.00	86,110.33	

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FUND 242 STREET REPAIR FUND										
242-1240-431.92-44						STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION				
430		04/24 AP		09/14/23	0000000	PETERSON CONTRACTORS	282,637.03			09/26/23
						3299-2023 STREET RECON				
						PROJECT#: 023299				
						ACCOUNT TOTAL	282,637.03	.00	282,637.03	
242-1240-431.92-85 STRUCTURE IMPROV & BLDGS / UNION ROAD RECONSTRUCTION										
430		04/24 AP		08/31/23	0000000	FOTH INFRASTRUCTURE & ENVIRON SERVICES THROUGH 07/31/23	529.50			09/26/23
						PROJECT#: 023238				
430		04/24 AP		08/01/23	0000000	FOTH INFRASTRUCTURE & ENVIRON SERVICES THROUGH 06/30/23	595.00			09/26/23
						PROJECT#: 023238				
						ACCOUNT TOTAL	1,124.50	.00	1,124.50	
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
430		04/24 AP		09/18/23	0000000	PETERSON CONTRACTORS	505,264.53			09/26/23
						PROJECT#: 023283				
430		04/24 AP		09/11/23	0000000	TERRACON CONSULTANTS, INC. THROUGH 09/02/23	2,822.03			09/26/23
						PROJECT#: 023283				
430		04/24 AP		08/31/23	0000000	FOTH INFRASTRUCTURE & ENVIRON THROUGH 07/31/23	21,864.50			09/26/23
						PROJECT#: 023283				
430		04/24 AP		08/03/23	0000000	FOTH INFRASTRUCTURE & ENVIRON THROUGH 06/30/23	15,722.71			09/26/23
						PROJECT#: 023283				
						ACCOUNT TOTAL	545,673.77	.00	545,673.77	
						FUND TOTAL	915,545.63	.00	915,545.63	
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
402		04/24 AP		09/14/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.40			09/26/23
						PROJECT#: 1" X 2" STICKIE NOTES				
402		04/24 AP		09/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.79			09/26/23
						PROJECT#: PAGE FLAGS/RUBBER BANDS STAPLES/3" X 3" POST-ITS				
402		04/24 AP		09/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56			09/26/23
						PROJECT#: COPY PAPER				
439		04/24 AP		09/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.52			09/26/23
						PROJECT#: COPY PAPER				
						ACCOUNT TOTAL	8.27	.00	8.27	



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FUND 254 CABLE TV FUND									
254-1088-431.93-01 EQUIPMENT / EQUIPMENT									
431		04/24	AP	09/18/23	0000000 AVS, INC.	4,301.00		09/26/23	
					PROTEK PRIME-TRICASTER 2				
431		04/24	AP	09/18/23	0000000 B & H PHOTO-VIDEO-PRO AUDIO	3,038.60		09/26/23	
					4K HD CAMCORDER/SDXC CARD				
					ACCOUNT TOTAL	7,339.60	.00	7,339.60	
					FUND TOTAL	7,347.87	.00	7,347.87	
FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
402		04/24	AP	09/14/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.25		09/26/23	
					1" X 2" STICKIE NOTES				
402		04/24	AP	09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.12		09/26/23	
					PAGE FLAGS/RUBBER BANDS				
402		04/24	AP	09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.42		09/26/23	
					COPY PAPER				
431		04/24	AP	09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	15.11		09/26/23	
					MOUSE PAD WITH WRIST REST				
439		04/24	AP	09/11/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.28		09/26/23	
					COPY PAPER				
439		04/24	AP	09/11/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	.54		09/26/23	
					POST IT NOTES				
439		04/24	AP	08/31/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.00		09/26/23	
					HANGING FILE FOLDERS LGL				
					ACCOUNT TOTAL	23.72	.00	23.72	
					FUND TOTAL	23.72	.00	23.72	
FUND 261 TOURISM & VISITORS									
261-2291-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
452		04/24	AP	08/31/23	0000000 U.S. COFFEE & TEA	107.25		09/26/23	
					GUEST COFFEE SUPPLIES				
					ACCOUNT TOTAL	107.25	.00	107.25	
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
452		04/24	AP	09/08/23	0000000 BUSINESS PUBLICATIONS CORP.,	1,275.00		09/26/23	
					1/3 PG AD TRAVEL IA FALL/				
					WINTER GUIDE				
452		04/24	AP	09/06/23	0000000 PANTHER SPORTS PROPERTIES, LL	3,000.00		09/26/23	
					2023-2024 NORTHERN IA				
					SPONSORSHIP				
					ACCOUNT TOTAL	4,275.00	.00	4,275.00	

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FUND 261 TOURISM & VISITORS										
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
452		04/24	AP	09/15/23	0000000	ARAMARK MAT SERVICE	7.80		09/26/23	
ACCOUNT TOTAL							7.80	.00	7.80	
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS										
452		04/24	AP	09/15/23	0000000	IOWA TRAVEL INDUSTRY PARTNERS MEETINGS TRADE SHOW-BRONZ	350.00		09/26/23	
ACCOUNT TOTAL							350.00	.00	350.00	
FUND TOTAL							4,740.05	.00	4,740.05	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
288		04/24	AP	09/15/23	0000000	ARAMARK COMM. CENTER MAT SERVICE	7.80		09/26/23	
288		04/24	AP	09/01/23	0000000	ARAMARK COMM. CENTER MAT SERVICE	7.80		09/26/23	
ACCOUNT TOTAL							15.60	.00	15.60	
FUND TOTAL							15.60	.00	15.60	
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										
297-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
446		04/24	AP	09/19/23	0000000	STICKFORT ELECTRIC CO., INC. WIRING NEW ROOF TOP UNIT CIP169 REC CENTER	1,300.56		09/26/23	
PROJECT#: 062507										
436		04/24	AP	09/05/23	0000000	AIRE SERV.OF THE CEDAR VALLEY RAQUETBALL COURT #2 ROOFTOP UNIT INSTALL	5,180.00		09/26/23	
ACCOUNT TOTAL							6,480.56	.00	6,480.56	
FUND TOTAL							6,480.56	.00	6,480.56	

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FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
405-1220-431.98-43				04/24	AP 09/15/23 0000000	CEDAR RIVER REC IMPROVE PETERSON CONTRACTORS	250,586.25			09/26/23
PROJECT#: 023290										
431				04/24	AP 09/06/23 0000000	SWISHER & COHRT, P.L.C. 08/03/23-08/04/23	57.00			09/26/23
PROJECT#: 023290										
ACCOUNT TOTAL							250,643.25	.00	250,643.25	
FUND TOTAL							250,643.25	.00	250,643.25	
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
430-1220-431.97-64				04/24	AP 09/13/23 0000000	VIKING ROAD EXTENSION PETERSON CONTRACTORS	55,936.91			09/26/23
PROJECT#: 023189										
ACCOUNT TOTAL							55,936.91	.00	55,936.91	
430-1220-431.98-48				04/24	AP 09/15/23 0000000	HUDSON ROAD/RIDGWAY INT KW ELECTRIC, INC.	27,834.90			09/26/23
PROJECT#: 023294										
ACCOUNT TOTAL							27,834.90	.00	27,834.90	
FUND TOTAL							83,771.81	.00	83,771.81	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE	----
FUND 435 1999 TIF										
FUND 436 2012 BOND										
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
438-1220-431.98-87						CAPITAL PROJECTS / SLOPE REPAIR				
430		04/24	AP	09/13/23	0000000	AECOM TECHNICAL SERVICES, INC	1,213.16		09/26/23	
		3256-GREENWOOD CEM SLOPE				08/12-09/08/23				
PROJECT#:		023256								
						ACCOUNT TOTAL	1,213.16	.00	1,213.16	
						FUND TOTAL	1,213.16	.00	1,213.16	
FUND 439 2022 BOND FUND										
439-1220-431.95-48						BOND FUND PROJECTS / BUNKER GEAR & PASS DEVICE				
424		04/24	AP	09/06/23	0000000	ALEX AIR APPARATUS 2 LLC	17,501.00		09/26/23	
		TECH RESCUE AIR BAGS								
						ACCOUNT TOTAL	17,501.00	.00	17,501.00	
						FUND TOTAL	17,501.00	.00	17,501.00	
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-16						CAPITAL PROJECTS / CITY HALL REMODEL				
439		04/24	AP	08/02/23	0000000	BUDGET BLINDS OF CEDAR FALLS/	4,897.00		09/26/23	
		3231-CITY HALL REMODEL				1" ALUMINUM BLINDS				
PROJECT#:		023231								
						ACCOUNT TOTAL	4,897.00	.00	4,897.00	
443-1220-431.94-38						CAPITAL PROJECTS / PRIVATE PROP.ASH TREES RM				
425		04/24	AP	08/30/23	0000000	OWENS PROPERTY SERVICE, INC.	825.00		09/26/23	
		PRIVATE ASH TREE REMOVAL				821 WALNUT-S ASBY				
PROJECT#:		5016								
						ACCOUNT TOTAL	825.00	.00	825.00	
443-1220-431.98-88						CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD				
430		04/24	AP	09/13/23	0000000	SCHMITT CONSTRUCTION CO.INC.,	101,110.88		09/26/23	
		3244-ASHWORTH DR EXT.								
PROJECT#:		023244								
						ACCOUNT TOTAL	101,110.88	.00	101,110.88	

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FUND 443 CAPITAL PROJECTS										
FUND TOTAL							106,832.88	.00	106,832.88	
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										
551-6685-426.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
422		04/24 AP		09/05/23	0000000	WATERLOO, CITY OF DEER DISPOSAL;8/1-8/31/23	721.35			09/26/23
ACCOUNT TOTAL							721.35	.00	721.35	
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
425		04/24 AP		09/08/23	0000000	O'DONNELL ACE HARDWARE PLUNGER FOR TRANSFER ST	9.69			09/26/23
ACCOUNT TOTAL							9.69	.00	9.69	
551-6685-436.72-17 OPERATING SUPPLIES / UNIFORMS										
457		04/24 AP		09/14/23	0000000	NORTH AMERICAN SAFETY, INC HI VISION FOR REFUSE	70.00			09/26/23
446		04/24 AP		09/07/23	0000000	SERVICEWEAR APPAREL, INC. UNIFORMS FOR REFUSE	327.98			09/26/23
446		04/24 AP		09/07/23	0000000	SERVICEWEAR APPAREL, INC. UNIFORMS FOR REFUSE	630.97			09/26/23
ACCOUNT TOTAL							1,028.95	.00	1,028.95	
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
446		04/24 AP		09/05/23	0000000	FASTENAL COMPANY GLOVES	194.17			09/26/23
ACCOUNT TOTAL							194.17	.00	194.17	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
425		04/24 AP		09/12/23	0000000	AAGUA TOOLS	4,003.20			09/26/23

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FUND 551 REFUSE FUND									
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued			
CART WASHER									
ACCOUNT TOTAL						4,003.20	.00	4,003.20	
551-6685-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
425		04/24	AP	07/20/23	0000000 AKA SERVICES, INC.	883.00		09/26/23	
POWER WASHING RECYCLING CANOPY									
ACCOUNT TOTAL						883.00	.00	883.00	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
446		04/24	AP	09/15/23	0000000 MIDWEST ELECTRONIC RECOVERY	529.40		09/26/23	
ELECTRONIC RECYCLING									
446		04/24	AP	09/14/23	0000000 T & W GRINDING	19,859.80		09/26/23	
COMPOST MGMT CONTRACT 7/1-9/30/23									
457		04/24	AP	09/09/23	0000000 LIBERTY TIRE RECYCLING, LLC	402.33		09/26/23	
TIRE RECYCLING									
425		04/24	AP	08/31/23	0000000 REPUBLIC SERVICES OF IOWA	561.63		09/26/23	
RECYCLING FEE									
ACCOUNT TOTAL						21,353.16	.00	21,353.16	
FUND TOTAL						28,193.52	.00	28,193.52	
FUND 552 SEWER RENTAL FUND									
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS									
455		04/24	AP	09/06/23	0000000 O'DONNELL ACE HARDWARE	5.38		09/26/23	
SCREW DRIVERS									
ACCOUNT TOTAL						5.38	.00	5.38	
552-6665-436.72-17 OPERATING SUPPLIES / UNIFORMS									
457		04/24	AP	09/14/23	0000000 NORTH AMERICAN SAFETY, INC	154.00		09/26/23	
HI VISION FOR WATER REC									
446		04/24	AP	09/07/23	0000000 SERVICEWEAR APPAREL, INC.	87.96		09/26/23	
UNIFORMS FOR WATER REC									
446		04/24	AP	09/07/23	0000000 SERVICEWEAR APPAREL, INC.	491.05		09/26/23	
UNIFORMS FOR WATER REC									
ACCOUNT TOTAL						733.01	.00	733.01	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
455		04/24	AP	09/14/23	0000000 O'DONNELL ACE HARDWARE	9.69		09/26/23	

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FUND 552 SEWER RENTAL FUND										
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued				
455		04/24 AP		09/12/23	0000000	CONDUIT ELECTRICAL GURNEY & ASSOCIATES, INC.	359.11			09/26/23
455		04/24 AP		09/11/23	0000000	FINAL #2 SLUDGE VALVE PARTS O'DONNELL ACE HARDWARE	63.97			09/26/23
455		04/24 AP		09/08/23	0000000	RAW PUMP #1 SUPPLIES MENARDS-CEDAR FALLS	15.96			09/26/23
455		04/24 AP		09/08/23	0000000	PAPER PLATES MENARDS-CEDAR FALLS	63.15			09/26/23
455		04/24 AP		09/06/23	0000000	DUSTER/WATER HUPP ELECTRIC MOTORS	975.20			09/26/23
						VFD BIO BLDG				
ACCOUNT TOTAL							1,487.08	.00		1,487.08
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
455		04/24 AP		09/13/23	0000000	MENARDS-CEDAR FALLS	69.46			09/26/23
455		04/24 AP		09/08/23	0000000	LED LIGHT BULBS CRESCENT ELECTRIC	105.07			09/26/23
455		04/24 AP		08/30/23	0000000	TOOL KIT AND LIGHTING SUPPLIES OUTDOOR & MORE	70.95			09/26/23
						TRIMMER STRING				
ACCOUNT TOTAL							245.48	.00		245.48
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT										
455		04/24 AP		09/12/23	0000000	GRAINGER PARTS	14.49			09/26/23
455		04/24 AP		09/06/23	0000000	LAB TIMER AND BOTTLE ENVIRONMENTAL RESOURCE ASSOCI	167.46			09/26/23
						DMRQA TESTS				
ACCOUNT TOTAL							181.95	.00		181.95
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS										
455		04/24 AP		09/20/23	0000000	MENARDS-CEDAR FALLS	13.98			09/26/23
446		04/24 AP		09/19/23	0000000	EYE BOLT UTILITY EQUIPMENT COMPANY	4,519.80			09/26/23
455		04/24 AP		09/05/23	0000000	SANITARY MANHOLES O'DONNELL ACE HARDWARE	34.36			09/26/23
455		04/24 AP		08/29/23	0000000	PUMP #2 PLUMBING 17TH ST GRAINGER PARTS	1,718.19			09/26/23
						WIRE ROPE SLEEVE/LADDER/ CABLE/CHEM. METERING PUMP				
ACCOUNT TOTAL							6,286.33	.00		6,286.33
552-6665-436.74-53 SEWER SUPPLIES / CCTV EQUIPMENT & SUPPLIES										

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.74-53						SEWER SUPPLIES / CCTV EQUIPMENT & SUPPLIES	continued		
455		04/24	AP	09/11/23	0000000	ARIES INDUSTRIES INC.	44.96		09/26/23
						TV CAMERA LIFT CABLE			
						ACCOUNT TOTAL	44.96	.00	44.96
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
455		04/24	AP	09/15/23	0000000	ARAMARK	30.46		09/26/23
						MOPS AND TOWELS			
						ACCOUNT TOTAL	30.46	.00	30.46
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
455		04/24	AP	09/14/23	0000000	KEYSTONE LABORATORIES, INC.	139.00		09/26/23
						LAB ANALYSIS			8/22/23
455		04/24	AP	09/14/23	0000000	KEYSTONE LABORATORIES, INC.	139.00		09/26/23
						LAB ANALYSIS			8/17/23
						ACCOUNT TOTAL	278.00	.00	278.00
552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
430		04/24	AP	09/06/23	0000000	AECOM TECHNICAL SERVICES, INC	102.73		09/26/23
						3287-S MAIN SAN. SEWER			08/05-09/01/23
						PROJECT#: 023287			
						ACCOUNT TOTAL	102.73	.00	102.73
552-6665-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE									
430		04/24	AP	08/28/23	0000000	CEDAR FALLS UTILITIES	11,410.23		09/26/23
						3182-OAK PARK SEWER			2913 & 2821 MINNETONKA
						PROJECT#: 023182			
						ACCOUNT TOTAL	11,410.23	.00	11,410.23
						FUND TOTAL	20,805.61	.00	20,805.61
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
439		04/24	AP	09/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.90		09/26/23
						COPY PAPER			
439		04/24	AP	09/11/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.22		09/26/23
						POST IT NOTES			
439		04/24	AP	08/31/23	0000000	OFFICE EXPRESS OFFICE PRODUCT	.40		09/26/23



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FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
HANGING FILE FOLDERS LGL									
ACCOUNT TOTAL						2.52	.00	2.52	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
436		04/24 AP		09/11/23	0000000 COLEMAN MOORE COMPANY	4,560.00		09/26/23	
					FLEXMAT FOR GREENHILL RD DISCHARGE DITCH				
ACCOUNT TOTAL						4,560.00	.00	4,560.00	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
430		04/24 AP		09/07/23	0000000 AECOM TECHNICAL SERVICES, INC	1,109.52		09/26/23	
					3215-OLIVE ST BOX CULVERT 07/01-09/01/23				
PROJECT#: 023215									
ACCOUNT TOTAL						1,109.52	.00	1,109.52	
FUND TOTAL						5,672.04	.00	5,672.04	
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
402		04/24 AP		09/13/23	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.42		09/26/23	
					COPY PAPER				
ACCOUNT TOTAL						3.42	.00	3.42	
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES									
402		04/24 AP		08/30/23	0000000 MARCO TECHNOLOGIES LLC NW7128	637.50		09/26/23	
					MARCO NETWORK QOS WORK				
ACCOUNT TOTAL						637.50	.00	637.50	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
402		04/24 AP		08/31/23	0000000 IP PATHWAYS, LLC	5,936.68		09/26/23	
					DR AS A SERVICE MONTHLY BILLING AUG. 2023				
402		04/24 AP		08/15/23	0000000 SUPERION, LLC	27,861.98		09/26/23	
					NAVILINE FINANCE RENEWAL 11/1/23-10/31/24				
ACCOUNT TOTAL						33,798.66	.00	33,798.66	
FUND TOTAL						34,439.58	.00	34,439.58	

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FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
436		04/24 AP		09/15/23	0000000	ANNIS PETROLEUM PRODUCTS, INC.	21.23			09/26/23
						PROPANE REFILL				
425		04/24 AP		09/13/23	0000000	CONSOLIDATED ENERGY COMPANY	797.41			09/26/23
						GAS TO GREENWOOD				
436		04/24 AP		09/13/23	0000000	NORTHLAND PRODUCTS CO.	78.80			09/26/23
						USED OIL COLLECTION				
425		04/24 AP		09/08/23	0000000	NORTHLAND PRODUCTS CO.	1,130.44			09/26/23
						BULK OIL AND GREASE				
436		04/24 AP		09/07/23	0000000	NORTHLAND PRODUCTS CO.		22.00		09/26/23
						DRUM RETURN CREDIT				
425		04/24 AP		08/31/23	0000000	AIRGAS USA, LLC	97.13			09/26/23
						WELDING AND CUTTING GAS				
446		04/24 AP		08/29/23	0000000	VIAFIELD GROWING OPPORTUNITY	25,117.84			09/26/23
						GASOHOL TO 2200 TECH				
446		04/24 AP		08/11/23	0000000	VIAFIELD GROWING OPPORTUNITY	26,304.41			09/26/23
						GAS TO BLUFF STREET				
436		04/24 AP		08/09/23	0000000	SAM ANNIS & CO.	84.92			09/26/23
						PROPANE AT BLUFF STREET				
436		04/24 AP		08/09/23	0000000	SAM ANNIS & CO.	42.46			09/26/23
						PROPANE AT TECH				
446		04/24 AP		07/25/23	0000000	VIAFIELD GROWING OPPORTUNITY	21,038.40			09/26/23
						#2 DIESEL TO 2200 TECH				
436		04/24 AP		07/14/23	0000000	CONSOLIDATED ENERGY COMPANY	584.79			09/26/23
						#2 DIESEL TO GREENWOOD CEMETERY				
						ACCOUNT TOTAL	75,297.83	22.00		75,275.83
685-6698-446.72-17 OPERATING SUPPLIES / UNIFORMS										
457		04/24 AP		09/14/23	0000000	NORTH AMERICAN SAFETY, INC	12.00			09/26/23
						HI VISION FOR VEHICLE MAINT				
446		04/24 AP		09/07/23	0000000	SERVICEWEAR APPAREL, INC.	410.48			09/26/23
						UNIFORMS-VEHICLE MAINT.				
446		04/24 AP		09/07/23	0000000	SERVICEWEAR APPAREL, INC.	98.20			09/26/23
						UNIFORMS-VEHICLE MAINT.				
						ACCOUNT TOTAL	520.68	4.00		520.68
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
446		04/24 AP		09/15/23	0000000	SUNSOURCE	991.79			09/26/23
						CV03 LIFT CYLINDER REPAIR				
446		04/24 AP		09/11/23	0000000	CEDAR VALLEY AUTO GLASS INC.	69.87			09/26/23
						#FD511 DRIVERSSIDE WINDOW				
446		04/24 AP		08/30/23	0000000	O'DONNELL ACE HARDWARE	49.38			09/26/23
						MISC PARTS-FIRE STATION#2				

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES						continued				
457		04/24	AP	08/29/23	0000000	MENARDS-CEDAR FALLS	158.15			09/26/23
						MISC SUPPLIES-COMPRESSOR				
						FIRE STATION #2				
						ACCOUNT TOTAL	1,269.19	.00	1,269.19	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
446		04/24	AP	09/08/23	0000000	C & C WELDING & SANDBLASTING	1,005.75			09/26/23
						REPAIRED ORBITAL SCREEN				
						BASKET				
446		04/24	AP	09/08/23	0000000	C & C WELDING & SANDBLASTING	203.19			09/26/23
						PRESSED BUSHINGS-ROLLERS				
						TRANSFER #3050				
446		04/24	AP	09/06/23	0000000	MACQUEEN EQUIPMENT	1,613.30			09/26/23
						#297 WIRING REPAIRS				
446		04/24	AP	09/02/23	0000000	RASMUSSEN CO., THE	75.00			09/26/23
						PD11 TO PW				
457		04/24	AP	08/31/23	0000000	WITHAM AUTO CENTERS	135.63			09/26/23
						#801 ALIGNMENT				
446		04/24	AP	08/30/23	0000000	D & D TIRE INC.	600.00			09/26/23
						#285 RIGHT FRONT TIRE				
446		04/24	AP	08/30/23	0000000	SIGNS BY TOMORROW	27.00			09/26/23
						#503 DECALS				
457		04/24	AP	07/19/23	0000000	DAN DEERY MOTOR	2,046.62			09/26/23
						#2507 REPAIRS FROM RODENT				
						DAMAGE				
						ACCOUNT TOTAL	5,706.49	.00	5,706.49	
						FUND TOTAL	82,794.19	22.00	82,772.19	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE										
431		04/24	AP	09/13/23	0000000	ARTHUR J. GALLAGHER RISK MGMT	5,603.00			09/26/23
						2022-23 WORK COMP AUDIT				
						ACCOUNT TOTAL	5,603.00	.00	5,603.00	
						FUND TOTAL	5,603.00	.00	5,603.00	
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
402		04/24	AP	08/31/23	0000000	TRAVELERS	5,490.32			09/26/23
						DOL:6/13/23 CITY TRAILER				
						BACKED INTO CAR				
402		04/24	AP	08/09/23	0000000	AIRE SERV.OF THE CEDAR VALLEY	110.00			09/26/23
						DOL:8/6/23-PROSHOP DAMAGE				

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									POST DT
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE							continued		
ACCOUNT TOTAL							5,600.32	.00	5,600.32
FUND TOTAL							5,600.32	.00	5,600.32
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL							2,241,302.16	123.96	2,241,178.20